

OPEN PROCEDURE

Preventive and corrective maintenance of sorting systems

referenced 2.09.3.1.02-17/2026

PROCUREMENT DOCUMENTS

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INVITATION TO TENDER

Pursuant to paragraph 2 of Article 39 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15, with amendments; hereinafter: the **ZJN-3**)

The contracting authority, BANKA SLOVENIJE

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invites tenderers, in an open procedure referred to in Article 40 of the ZJN-3, to submit a tender in accordance with these procurement documents for

Preventive and corrective maintenance of sorting systems

Tenders for this public service contract may be submitted by tenderers:

- who meet the criteria for qualitative selection set out by these procurement documents,
- whose tender meets the requirements and conditions set out by these procurement documents.

The public service contract is not divided into lots.

The following is being ordered via this contract award procedure:

- Preventive and corrective maintenance of a BPS M7 Mevo – 12SBN banknote sorting system with Nota Tracc and LVM modules from the effective date of the contract to 31 August 2032 (six years), and
- Preventive and corrective maintenance of a BPS M7 Mevo – 10LSBN backup banknote sorting system with Nota Tracc and LVM modules from the effective date of the contract to 31 August 2032 (six years).

A detailed description and inventory of the subject of the contract is cited in point 24 of the instructions to the procurement documents.

A tender may only be submitted for the entire public service contract.

Variant tenders are not acceptable, and shall not be taken into consideration by the contracting authority.

In accordance with paragraph 1 and point a) of paragraph 2 of Article 22 of the ZJN-3, the public service contract is published on the Public Procurement Portal and in the Official Journal of the European Union.

ref: 2.09.3.1.02-17/2026

date: 16. julij 2026

For the contracting authority:

Andrej Cafuta
secretary-general

INSTRUCTIONS TO TENDERERS FOR COMPILING TENDER (hereinafter: instructions)

1. LEGAL BASIS

The public contract is performed on the basis of the ZJN-3 and secondary legislation governing public contracts and the area of public finances. All costs incurred in the process of preparing and submitting the tender are borne by the tenderers themselves. In no case shall the contracting authority be liable for any damage incurred as a result of such costs, irrespective of the progress of procedures in connection with the public service contract and the final selection of the tenderer.

2. LANGUAGE USED IN PROCEDURE

The contracting authority shall use Slovene in this contract award procedure. All queries in connection with the procurement documents must be submitted in Slovene. The procurement documents are published on the Public Procurement Portal.

The tender and the documentation related thereto must be completed in Slovene. If the tender dossier and parts of the dossier or the technical documentation and other evidence and certificates is not completed in Slovene or in a language understood by the contracting authority, at the contracting authority's request the tenderer must provide, free of charge, a translation into Slovene by an independent translator for the contracting authority.

3. ADMISSIBILITY OF TENDER

Only admissible tenders shall be considered by the contracting authority during the evaluation of tenders. An admissible tender is a tender in connection with which the following apply:

- a) there are no grounds for the exclusion of the tenderer or tenderers,
- b) the tenderer or tenderers satisfy the selection criteria,
- c) the tender satisfies the contracting authority's needs and requirements set out in the procurement documents,
- d) the tender was submitted on time,
- e) there is no evidence of collusion or corruption in relation to the tender,
- f) the contracting authority did not assess the tender as abnormally low, and there is no doubt about the tenderer's ability to perform the contract,
- g) the tendered price does not exceed the contracting authority's funding.

Tenders submitted electronically via the e-JN information system shall be deemed to have been dated and signed by the tenderer, unless explicitly stipulated otherwise in an individual case for an individual form or piece of evidence (e.g. authorisation to obtain data from criminal records, declaration of joint tenderers, sample contract). All documents submitted electronically must be attached to the procurement documents in accordance with requirements and instructions.

Tenders submitted electronically via the e-JN information system and specially initialled and/or signed documents within those tenders shall be binding on the tenderer in relation to the contracting authority.

The tenderer's responsible person is the person who is entitled to sign and complete the documents referred to in these procurement documents on behalf of and for the account of the tenderer (except those that are explicitly required to be signed by the statutory representative, who in turn may, by written authorisation, transfer the right to sign such form to the responsible person of the tenderer or another person; **a signed and duly valid authorisation shall be attached to the tender upon submission, because subsequent submission of the authorisation within the framework of a supplement to the tender is not possible**). Consequently, electronically submitted and signed documents shall be binding on the tenderer in relation to the contracting authority for the entire time of the contract award procedure until the signing of the contract.

An individual form that for technical reasons has been compiled or completed differently from the sample form must substantively comply in full with the contracting authority's requirements in the procurement documents.

In accordance with paragraph 2 of Article 89 of the ZJN-3, the contracting authority reserves the right:

- to verify all the assertions and statements of an individual tender at the official addresses at which they are officially verifiable according to the information in the tender (hereinafter: official address),
- to view the original documentation referred to by the tender or its attachments.

The tender of a tenderer who does not allow verification or examination, or who fails to prove the accuracy of its assertions and statements by the deadline stipulated in writing by the contracting authority, having regard for the circumstances, shall be excluded by the contracting authority.

The contracting authority shall forward a proposal to initiate misdemeanours proceedings to the National Review Commission:

- should there arise a reasonable suspicion at the contracting authority that in the contract award procedure a tenderer has submitted a false declaration or a forged or modified document purporting to be genuine (paragraph 11 of Article 89 of the ZJN-3),
- should there arise a reasonable suspicion that the main contractor is failing to act in accordance with Article 94 of the ZJN-3 (paragraph 7 of Article 94 of the ZJN-3).

4. PUBLIC NATURE AND CONFIDENTIALITY

The tenderer shall label any documents or attachments that it believes to be confidential as either a trade secret or as personal data and classified information (hereinafter: confidential information) with the designations "Trade secret" and/or "Classified" and/or "Personal data". When only certain information in a tender, attachment or document is confidential, the confidential part should be specifically marked, with the designation "Trade secret" and/or "Classified" and/or "Personal data" entered in the margin on the same line.

The contracting authority shall ensure that information designated a trade secret by an economic operator, having regard for the Trade Secrets Act (Official Gazette of the Republic of Slovenia, No. 22/19 with amendments; hereinafter: the ZPosS) and the ZJN-3, is not disclosed to an unauthorised person, a competitor or similar during the contract award procedure. The contracting authority shall ensure the safeguarding of information that is considered personal data or classified information according to the law governing the protection of personal data and the law governing the protection of classified information.

Notwithstanding paragraph 1 of Article 35 of the ZJN-3 on data protection and confidentiality, the following information is always public: the specifications of the tendered goods, services or works and quantities in the specification, the unit price, the value of an individual item and the total value of the tender, and all information that has an effect on the ranking of the tender according to other criteria.

Attachments and documents that the tenderer justifiably designates as confidential or that are defined as such by the contracting authority shall be accessible and usable solely for the purposes of this public service contract (i) by the contracting authority's personnel involved in this contract award procedure, (ii) by the National Review Commission in the event of a request for the review of contract award procedures, and/or (iii) at the request of competent national authorities or the court.

5. SUBCONTRACTORS / JOINT TENDER

Tender with subcontractors:

The tenderer may subcontract a part of the public service contract. For the purposes of this public service contract, a subcontractor is an economic operator that is a legal or natural person who provides services directly related to the subject of this public service contract for a tenderer with whom the contracting authority has concluded a contract on the performance of a public contract or a framework agreement under the ZJN-3.

There may be no grounds for the exclusion of a subcontractor, i.e. each subcontractor must meet all the criteria set out by the forms of the procurement documents.

A tenderer that is appearing in the tender with a subcontractor shall:

- list all the subcontractors and every part of the public service contract that it intends to subcontract;
- list the contact details and statutory representatives of the proposed subcontractors;
- attach the subcontractor's ESPD;
- also attach, if the tenderer relies on them, proof of the utilisation of the capacities of other entities;
- attach the subcontractor's request for direct payment, if so required by the subcontractor (Form 1, point III).

The tenderer shall attach the following completed forms for each subcontractor:

- Form 3: Declaration of acceptance of tender conditions,
- Form 4: Authorisation to obtain data from official records,
- Form 5: Declaration of the participation of natural and legal persons in the ownership of the tenderer,
- Form 6: Declaration of the integrity of business entities.

During the performance of the public service contract the main contractor must immediately inform the contracting authority of any changes to the information referred to in the previous paragraph, and provide the contracting authority with new information about each subcontractor within five days of the change occurring.

The inclusion of subcontractors in the performance of contractual obligations or the replacement of subcontractors during the performance of contractual obligations is only possible following a written proposal by the tenderer that contains information in accordance with paragraph 3 of Article 94 of the ZJN-3 and in accordance with the signed contract. The contracting authority shall reject the proposed subcontractor if the grounds referred to in paragraph 4 of Article 94 of the ZJN-3 are present.

#In the case of a tender with a subcontractor that requires direct payment,¹ in the public service contract the tenderer shall authorise the contracting authority to make payment directly to the subcontractor on the basis of an approved invoice or interim statement, while the subcontractor must submit a letter of consent on the basis of which the contracting authority settles the subcontractor's

¹ If a subcontractor requires direct payment, direct payment to the subcontractor is deemed mandatory, whereby the obligation is binding on both the contracting authority and the main contractor. Where a tenderer intends to perform a public contract with a subcontractor requiring direct payment:

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

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

claims against the main contractor in place of the main contractor (assignment). The subcontractors' consents to direct payment are a part of Form 1 (Tender), which is also a part of the public service contract. The deadlines for payment to the main contractor and its subcontractors are identical.

When working with one or more subcontractors, the tenderer shall bear full liability for the performance of the public service contract.

Joint tender:

Tenders may also be submitted by a group of tenderers as a joint tender. Such tenderers shall bear unlimited joint and several liability to the contracting authority. Their replacement is only allowed during the performance phase and subject to their own and the contracting authority's prior written consent, and only when the regulations and established practices of the National Review Commission and the courts so allow.

In a joint tender the tenderers shall authorise a lead tenderer (hereinafter: the lead tenderer) to serve in a management function on their behalf.

In a joint tender the written agreement on joint participation shall be attached to the tender, making the following evident:

- the tenderers' details (business name, full address, registration number, tax number, current account);
- the tasks assumed by each partner;
- a statement that all partners are jointly and severally responsible for settling the entire obligation towards the contracting authority in full.

The joint tenderers may not amend the written agreement between them without the contracting authority's prior written permission.

In a joint tender the signatories shall not be required to enclose Form 3 (Declaration of acceptance of tender conditions).

The lead tenderer shall attach the following to the joint tender for each partner:

- Form 2: Declaration and authorisation of joint tenderers,
- Form 4: Authorisation to obtain data from official records,
- Form 5: Declaration of the participation of natural and legal persons in the ownership of the tenderer,
- Form 6: Declaration of the integrity of business entities, and
- a completed ESPD.

The other criteria for qualitative selection shall be determined for all the tenderers together.

There may be no grounds for the exclusion of an individual joint tenderer, i.e. the joint tenderers must meet all the conditions set out in the forms of the procurement documents.

All provisions relating to the tenderer shall apply *mutatis mutandis* to the lead tenderer in a joint tender, unless explicitly stipulated otherwise in the procurement documents. The contracting authority shall deem the lead tenderer to be the agent for service of process pursuant to Article 89 of the General Administrative Procedure Act (Official Gazette of the Republic of Slovenia, No. 24/06 [official consolidated version], with amendments; hereinafter: the ZUP).

6. CAPACITIES OF OTHER ENTITIES

The tenderer may, where appropriate and permitted in accordance with Article 81 of the ZJN-3, rely on the capacities of other economic operators for an individual contract.

With regard to criteria relating to economic and financial standing and the criteria relating to technical and professional ability, an economic operator may, if necessary, rely on the capacities of other entities for a particular public contract, irrespective of the legal relationship between it and those entities.

With regard to criteria relating to the educational and professional qualifications of the contractor for services or construction works and those of the undertaking's managerial staff, and the criteria relating to relevant professional experience, economic operators may rely on the capacities of other entities only if the latter will be providing the services or performing the works for which those capacities are required (as a subcontractor or joint tenderer).

If an economic operator wishes to rely on the capacities of other entities, it must prove to the contracting authority that it will have the necessary resources at its disposal, for example by producing a commitment by those entities to that effect.

Should the entities whose capacities the tenderer intends to rely on fail to meet the relevant selection criteria set out in these procurement documents and/or should there be grounds for exclusion in relation to them, the contracting authority shall require the replacement of the entity that fails to meet the selection criteria or in relation to whom there are grounds for exclusion. Should the replacement not be successful or not be allowed, the contracting authority shall reject the tender.

7. CONTENT OF TENDER

The content of the tender shall encompass the forms completed in accordance with the instructions for each form, and with any required appendices for each form:

1. Form 1: Tender,
2. Form 2: Declaration and authorisation of joint tenderers,
3. Form 3: Declaration of acceptance of tender conditions,
4. Form 4: Authorisation to obtain data from official records,
5. Form 5: Declaration of the participation of natural and legal persons in the ownership of the tenderer,
6. Form 6: Declaration of the integrity of business entities,
7. Form 7: Tenderer's qualifications,
8. Form 8: References,
9. Form 9: Declaration of final contracting authority,
10. Form 10: Performance bond,
11. Form 11: Sample contract,
12. Form 12: Pro forma invoice.

The tender must contain completed appendices for all points of the previous paragraph, with the exception of Form 2 when a joint tender is not being submitted, and Form 3 when a joint tender is being submitted.

8. DETERMINATION OF QUALIFICATION

8.1 NOTES ON CRITERIA, REQUIREMENTS AND SUPPORTING DOCUMENTS

During the submission of the tender, in place of the certificates issued by public authorities or third parties, in accordance with Article 79 of the ZJN-3 the contracting authority shall accept an ESPD that includes an updated self-declaration as preliminary evidence of the fulfilment of the tender conditions. The ESPD is an official declaration by an economic operator that there are no grounds for exclusion and that it meets the selection criteria, while at the same time it provides the relevant information required by the contracting authority. The ESPD form also cites the official authority or third party responsible for issuing evidence, and includes an official declaration that the economic operator will be able to submit this evidence without delay upon request. The contracting authority may call upon tenderers, at any time during the procedure, to submit all means of proof or a part thereof in connection with the statements in the ESPD.

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

The ESPD provided by the economic operator must list all the information on the basis of which the contracting authority will obtain certificates or other information from the national database. If the contracting authority will be unable to obtain them free of charge, they must be provided by the tenderer.

The economic operator shall download the contracting authority's ESPD form (xml file) from the ESPD page on the Public Procurement Portal (<https://ejn.gov.si/espd>), and shall enter the required data directly into it, export it, digitally sign it, and attach the completed form to the tender (pdf recommended).

Joint tender:

All the tenderers in a joint tender shall complete the ESPD individually.

Subcontractors:

A tenderer that is working with subcontractors shall cite all subcontractors in the ESPD. In the tender the tenderer shall also submit the completed ESPD forms of each subcontractor or entity whose capacities it is relying on.

The tenderer must also complete the "E-mail" and "Telephone" fields in point A: Information about the economic operator of Part II: Information concerning the economic operator in the ESPD. In the event of the selection of the tenderer in the public contract procedure, the aforementioned information shall be published in the contract award notice, in Section D. Results, under point D.2.3 Selected tenderer, in the "Official email address of economic operator" and "Official telephone number of economic operator" fields. By signing the ESPD, the tenderer consents to the publication of the economic operator's official email address and the publication of the economic operator's official telephone number.

8.2 GROUNDS FOR EXCLUSION

The contracting authority shall exclude an economic operator (a tenderer, a joint tenderer, a subcontractor or an entity whose capacity the tenderer is relying on) from the contract award procedure at any time in the procedure if it is proven to be in one of the following prohibited positions with regard to acts or omissions, either before or during the contract award procedure:

- I. a final judgment for criminal offences cited in paragraph 1 of Article 75 of the ZJN-3 or a final judgment for any comparable criminal offence imposed by a foreign court has been imposed on the economic operator, or on a person who is a member of the administrative, management or supervisory body of the economic operator or who has powers of representation, decision or control therein.

PROOF:

- the tenderer / joint tenderer / subcontractor completes an ESPD for all economic operators in the tender, and
- authorisations to obtain data from official records (Form 4) for all economic operators in the tender.

The tenderer may submit certification from the records that is no more than four months old, counted from the deadline for submission of tenders; the contracting authority may obtain confirmation from the records within 90 days of the deadline for submission of tenders.

- II. the economic operator fails to settle any mandatory levies or other monetary non-tax liabilities under the law governing financial administration that are collected by the tax authority in

accordance with the regulations of its country of establishment, or the regulations of the contracting authority's country, when the value of the outstanding past-due liabilities is EUR 50 or more.

PROOF:

- the tenderer / joint tenderer / subcontractor completes an ESPD for all economic operators in the tender.

III. the economic operator has failed to submit all its withholding tax returns for employment earnings for the five years preceding the deadline for submission of tenders.

PROOF:

- the tenderer / joint tenderer / subcontractor completes an ESPD for all economic operators in the tender.

IV. as at the deadline for submission of tenders the economic operator has been included in the register of economic operators subject to ancillary penalties of exclusion from contract award procedures.

PROOF:

- the tenderer / joint tenderer / subcontractor completes an ESPD for all economic operators in the tender.

V. a fine has been imposed on the economic operator twice or more times during the three years prior to the deadline for submission of tenders, by virtue of a final decision or multiple final decisions rendered by a competent authority of the Republic of Slovenia, another Member State or a third country for breaches in connection with remuneration for work, working hours, rest periods, or the performance of contract-based work despite the existence of elements of an employment relationship, or in connection with undeclared work.

PROOF:

- the tenderer / joint tenderer / subcontractor completes an ESPD for all economic operators in the tender.

IMPORTANT NOTICE

Before issuing a resolution on the award of the public contract, the contracting authority shall require the tenderer (if unable to obtain them free of charge itself) to submit the latest supporting documents (certificates, declarations) as evidence of the absence of grounds for exclusion and of the fulfilment of the selection criteria, for which reason it is recommended that tenderers attach all the required documents to their tenders.

If a tenderer is not established in Slovenia and is unable to acquire and submit the required documents because the country in which it is established does not issue such documents, those documents may be replaced by a sworn statement or, if the country in which the tenderer is established does not provide for such, a statement from a specified person given before a competent judicial or administrative authority, notary, or competent professional or trade organisation in that person's home country or in the country in which the tenderer is established (paragraph 4 of Article 77 of the ZJN-3).

If meeting one of the mandatory conditions in accordance with the applicable legislation or customary practice of a foreign country also entails meeting one or other mandatory conditions, and this is not explicitly stated in the document, a foreign tenderer must prove that this is so by submitting an extract from the relevant law or regulation, a written statement by the relevant

competent authority of the foreign country, or its own sworn statement or a sworn statement confirmed by the competent authority of the foreign country.

CORRECTIVE MECHANISM FOR GROUNDS FOR EXCLUSION

The contracting authority shall not exclude the economic operator in connection with the grounds for exclusion referred to in points II. and III. if by the deadline for submission of tenders the economic operator settles the outstanding past-due liabilities in the amount of EUR 50 or more and submits all its withholding tax returns for employment income for the five years preceding the deadline for submission of tenders.

In connection with the grounds for exclusion referred to in points I. and V., an economic operator in these positions may submit evidence to the contracting authority by no later than the deadline for submission of tenders that it has taken sufficient measures to prove its reliability despite the existence of grounds for exclusion. The payment of or an undertaking to pay compensation for all damage caused by the criminal offence or breach, active collaboration with investigating authorities in order to clarify the facts and circumstances in a comprehensive manner, and the taking of concrete technical, organisational and personnel measures appropriate to preventing further criminal offences or breaches are considered sufficient measures. When evaluating the measures taken by the economic operator, the contracting authority shall take account of the seriousness and particular circumstances of the criminal offence or breach. If the contracting authority considers the evidence submitted by the economic operator to be sufficient, it shall not exclude the economic operator from the contract award procedure irrespective of the grounds for exclusion. If the contracting authority assesses that the measures are insufficient, it shall inform the economic operator of the reasoning for this decision.

8.3 SELECTION CRITERIA

Technical and professional capacity

PROOF:

- Form 7: Tenderer's qualifications,
- Form 8: References,
- Form 9: Declaration of final contracting authority.

Other criteria

The economic operator has not been entered in the register of business entities referred to in Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11 [official consolidated version] with amendments), and has not been prohibited from transacting with the contracting authority on the basis of that article.

PROOF:

- a completed ESPD (Part VI: Concluding statements, under "The undersigned formally consent(s) to...") for all economic operators in the tender, and
- a completed Form 6: Declaration of the integrity of business entities.

9. RECTIFICATION OF ERRORS

If the information or documentation that must be submitted by the tenderer is, or seems to the contracting authority to be, incomplete (information or an entire document is missing) or erroneous, the contracting authority may (but is not obliged to) request that the tenderer submit the missing documents or supplement, correct, or clarify the information or documentation by an appropriate deadline, provided that such a request is in complete accordance with the principles of equal treatment and transparency. The contracting authority shall only request an economic operator to supplement, correct, revise or clarify its tender if the contracting authority is unable to verify a specific fact itself. Obvious or immaterial errors may be overlooked by the contracting authority.

The submission of a missing document or the supplementation, correction or clarification of information or documentation may relate solely to those elements of the tender whose existence before the passing of the deadline stipulated for the submission of the tender could have been objectively verified. Should the economic operator fail to submit the missing document, or fail to supplement, correct or clarify the information or documentation, the contracting authority shall reject/exclude the tender.

Except in the case of the correction or supplementation of an obvious error, if the correction or supplementation does not entail the *de facto* submission of a new tender, the tenderer may not supplement or correct:

- its unit prices excluding VAT, the values of items excluding VAT, the total value of the tender excluding VAT, except when the total value is being changed in accordance with paragraph 7 of Article 89 of the ZJN-3, and
- that part of the tender tied to the technical specifications of the subject of the public service contract.

Notwithstanding the previous paragraph, only the contracting authority may, with the written consent of the tenderer, correct manifest errors in calculations that it identifies during the review and evaluation of the tenders. Such corrections may not include changes to the quantity and unit price excluding VAT. If it is established during the examination and evaluation of tenders that a calculation error has occurred on account of an incorrectly predetermined mathematical operation in the inventory of works by the contracting authority, the contracting authority may, with the tenderer's written consent, correct the calculation error by applying the correct mathematical operation to calculate the value of the tender, taking the unit prices excluding VAT and quantities offered by the tenderer into account. Notwithstanding the previous paragraph, the contracting authority may correct an erroneously listed VAT rate, with the tenderer's written consent.

Where special provisions of legislation set out a mandatory call by the contracting authority for the rectification of deficiencies in a tender, the contracting authority shall take them into account.

10. FINANCIAL COLLATERAL

Performance bond

The selected tenderer shall deliver to the contracting authority a performance bond in the form of a guarantee from a credit institution authorised to operate in the EU with the essential elements of the sample in Form 10 within 10 days of signing the contract, in the amount of 5% of the approximate contract value excluding VAT, valid until 30 days after the expiry of the contract. The contracting authority may redeem the performance bond if the selected tenderer fails to perform its contractual obligations by the agreed deadline, in the agreed extent, manner and quantity, and to the agreed quality. The submission of a performance bond is a condition for the validity of the contract.

11. ACCESS TO PROCUREMENT DOCUMENTS

The procurement documents are published on the Public Procurement Portal.

12. MANNER OF CLARIFICATION OF PROCUREMENT DOCUMENTS

Potential tenderers may pose queries via the Public Procurement Portal, by no later than the day stipulated on the Public Procurement Portal.

Queries and responses shall be published promptly on the Public Procurement Portal. All responses and information published there shall be deemed a clarification, supplement or amendment to the procurement documents; their content shall become an integral part thereof and shall be binding upon tenderers and the contracting authority. In the event of the amendment of the procurement documents, the contracting authority may extend the deadline for submission of tenders should it judge this necessary.

13. SUBMISSION OF TENDER

Tenderers shall submit their tenders to the e-JN information system at <https://ejn.gov.si/>, in accordance with point 3 of the “Instructions for the use of the information system for e-JN: TENDERERS” (hereinafter: Instructions for the Use of e-JN), which are part of these procurement documents and are published on <https://ejn.gov.si/>.

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

The user of a tenderer authorised to submit tenders in the e-JN information system submits the tender by clicking on the “Submit” button. Upon submission of tenders, the e-JN information system logs the user’s identity and the time of submission. Through the action of submitting a tender, a user of the e-JN information system demonstrates and declares their intention to submit a tender on behalf of the tenderer (Article 18 of the Code of Obligations, Official Gazette of the Republic of Slovenia, Nos. 97/07 [official consolidated version], 64/16 [constitutional court decision] and 20/18 [OROZ631]). Upon the submission of a tender, that tender shall be binding for the time stated in the tender, unless the tenderer’s user withdraws or amends the tender before the deadline for submission of tenders.

The deadline for submission of tenders is stipulated on the Public Procurement Portal and in the e-JN system.

A tender is deemed to have been submitted if it is designated as “ODDANO” (SUBMITTED) in the e-JN information system.

Tenders may no longer be submitted after the deadline for submission of tenders passes, except on the basis of a request from the contracting authority to supplement or clarify the tender in accordance with the regulations and rules of these procurement documents.

Access to the link for the submission of an electronic tender in this contract award procurement procedure is provided in the contract notice.

14. WITHDRAWAL, REVISION OR SUPPLEMENTATION OF TENDER

The tenderer may withdraw or revise its tender up until the deadline for the submission of tenders. If a tenderer withdraws its tender from the e-JN information system, the tender shall be regarded as having not been submitted and the contracting authority shall not be able to view it in the e-JN system. If a tenderer amends its tender in the e-JN information system, the last submitted tender shall be available to the contracting authority in the system.

After the deadline for submission of tenders, the tenderer may no longer withdraw, revise or supplement the tender, except at the request of the contracting authority to supplement or clarify the tender in accordance with the regulations and rules of these procurement documents.

15. OPENING OF TENDERS

The opening of tenders shall take place automatically within the e-JN information system.

The opening of tenders shall take place on the deadline stipulated on the Public Procurement Portal and in the e-JN system.

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

Should the electronic means of communication referred to in point 13 of these instructions fail to function in a way that allows requests to participate or tenders to be submitted, the contracting authority shall extend the deadline for submission and opening of requests to participate or tenders by at least five working days, provided that the following conditions are met cumulatively:

- the electronic means of communication do not function in the last 60 minutes before the deadline for submission of requests or tenders;
- the candidate or tenderer informs the contracting authority accordingly, but no later than 30 minutes after the deadline for submission of requests or tenders;
- the administrator of the electronic means of communication confirms the non-functioning with the contracting authority;
- the candidate or tenderer fails to submit a request or tender by the stipulated deadline for submission;
- the opening of requests or tenders does not take place.

16. PARTIAL TENDERS / VARIANT TENDERS

Tenderers offering to provide only a part of the tender set out in the procurement documents shall be excluded from the subsequent procedure, and their tenders shall be deemed inadmissible.

A tender may only be submitted for the entire public service contract, and not in variants.

17. AWARD CRITERIA

The contracting authority shall select the tenderer on the basis of the criterion of the most economically favourable tender (M) that earns the highest score, whereby the tenderer must satisfy all the conditions set out by the procurement documents.

In evaluating the tenders the contracting authority shall apply the following criteria:

1. M1 – Total tender value excluding VAT

The maximum point score under criterion M1 is 5.

Tenders are scored 0 to 5 points under criterion M1. The highest point score is received by the most favourable tender (the tender with the lowest price). The point scores for criterion M1 are calculated to precisely two decimal places by the contracting authority according to the following formula:

$$M1 = 5 - \left(\frac{\text{price}_x}{\text{price}_{\text{lowest}}} - 1 \right) \times 4,$$

where:

price_x – is the price of the particular tenderer calculated from among the received tenders according to the formula below

$$\text{price}_x = \text{price}_{\text{BPS M7 - 12SBN}} \times 0.7 + \text{price}_{\text{BPS M7 - 10SBN-1}} \times 0.15 + \text{price}_{\text{BPS M7 - 10SBN-2}} \times 0.10 + \text{price}_{\text{BPS M7 - 10SBN-3}} \times 0.05$$

$\text{price}_{\text{lowest}}$ is the lowest price calculated from among the received tenders according to the formula below

$$\text{price}_{\text{lowest}} = \text{price}_{\text{BPS M7 - 12SBN lowest}} \times 0.7 + \text{price}_{\text{BPS M7 - 10SBN lowest-1}} \times 0.15 + \text{price}_{\text{BPS M7 - 10SBN lowest-2}} \times 0.10 + \text{price}_{\text{BPS M7 - 10SBN lowest-3}} \times 0.05$$

$\text{price}_{\text{BPS M7 - 12SBN}}$ is the price of preventive and corrective maintenance of the BPS M7 M^{ev0} – 12SBN banknote sorting system with Nota Tracc and LVM modules for one year excluding VAT

$\text{price}_{\text{BPS M7 - 10SBN-1}}$ is the price of preventive and corrective maintenance of the BPS M7 M^{ev0} – 10LSBN banknote sorting system with Nota Tracc and LVM modules for up to 500 hours (Transport-ON time) for one year excluding VAT

$\text{price}_{\text{BPS M7} - 10\text{SBN-2}}$ is the price of preventive and corrective maintenance of the BPS M7 M^{evo} – 10LSBN banknote sorting system with Nota Tracc and LVM modules for 501 to 1000 hours (Transport-ON time) for one year excluding VAT

$\text{price}_{\text{BPS M7} - 10\text{SBN-3}}$ is the price of preventive and corrective maintenance of the BPS M7 M^{evo} – 10LSBN banknote sorting system with Nota Tracc and LVM modules for more than 1000 hours (Transport-ON time) for one year excluding VAT

4 is a coefficient

5 is a coefficient

Criterion M1 accounts for 70% of the final point score (weight of 0.7).

2. M2 – Service level of undertaking providing maintenance

The maximum point score under criterion M2 is 4.

Tenderers may score up to 4 points under criterion M2. The point scores for criterion M2 are calculated by the contracting authority according to the following formula:

$$M2 = M2.1 + M2.2$$

The contracting authority determines two categories (M2.1 and M2.2) for the service level of the undertaking:

1. M2.1 is the number of active service technicians certified by the manufacturer for servicing the BPS M7 sorting system who regularly provide preventive and corrective maintenance:
 - 3 technicians = 1 point
 - 4 or more technicians = 2 points
2. M2.2 is the working experience of the service technicians on the BPS M7 sorting systems that are the subject of the maintenance:
 - 1 service technician has more than 5 years of working experience = 1 point
 - 2 or more service technicians have more than 5 years of working experience = 2 points

Criterion M2 accounts for 30% of the final point score (weight of 0.3).

SELECTION OF MOST FAVOURABLE TENDER

The most favourable tenderer is the tenderer with the highest M score. The M score is calculated according to the following formula:

$$M = M1 \times 0.7 + M2 \times 0.3$$

Should two or more tenderers achieve the same M score, the tender that scored the most points under criterion M2 will be selected as most favourable. Should two or more tenderers also score equally under criterion M2, the tender that scored the most points under criterion M2.2 will be selected as most favourable. If the tenderers are still equal under these three criteria, the tender that was recorded first in the e-JN information system will be selected as most favourable. In the event of supplementation/revision of a tender, the tender is deemed to have been recorded when the final supplementation/revision of the tender was recorded.

18. VALUE OF TENDER

The value of the tender must be evident in the pro forma invoice, and must take account of all elements affecting its calculation; it must be expressed in euros excluding VAT in accordance with the pro forma invoice.

The tenderer shall upload the completed pro forma invoice in pdf format to the “Pro forma invoice” section of the information system; it shall be accessible at the public opening of tenders. The tenderer may not amend the content of the pro forma invoice.

In the event of any discrepancies between the information in the Tender (Form 1) and the Pro forma invoice (Form 12), the information in the Pro forma invoice shall take precedence.

19. VALIDITY OF TENDERS

Tenders must be valid for six months inclusive after the deadline for submission of tenders. Should the validity of the tender be shorter, the tender shall be rejected/excluded from the contract award procedure.

The contracting authority may require tenderers to extend the validity of tenders for a specific additional period. Should the tenderer fail to comply with the request, the tender shall be deemed to have been withdrawn.

20. DECISIONS IN CONTRACT AWARD PROCEDURES

The contracting authority reserves the right to make use of all decision options set out in Article 90 of the ZJN-3 without any liability for damages.

The contracting authority shall inform tenderers and candidates of all decisions in accordance with Article 90 of the ZJN-3 by publishing the signed decision referred to in this article on the Public Procurement Portal. The decision shall be deemed to have been served on the day of its publication on the public procurement portal.

21. PROCEDURES AFTER ISSUE OF CONTRACT AWARD NOTICE

The contracting authority shall inform all those who submitted tenders of the selection of the tenderer, via a resolution, in the manner set out in the previous point. The resolution shall contain the contracting authority’s findings and the grounds for the decision taken.

The selected tenderer must sign the contract immediately, or no later than 48 days after the decision to award the contract becomes final.

The decision to award the contract becomes final when legal protection against it may no longer be requested in the pre-review and review procedure in accordance with the law governing legal protection in public procurement procedures.

22. ANTI-CORRUPTION CLAUSE

During the contract award procedure, the contracting authority and the tenderer or a third party may not initiate or undertake actions that could predetermine the selection of a specific tender.

In the period between the selection of the tender and the entry into force of the contract, the contracting authority and the tenderer may not initiate actions that could prevent the contract from entering into force or from being performed. Should the procedure be terminated, neither party may initiate or undertake procedures that could hinder the cancellation or amendment of the selection decision, or that could affect the impartiality of the contracting authority and/or the National Review Commission.

23. NOTICE OF LEGAL REMEDY

Legal basis, deadlines and right to request review

Legal protection against breaches in contract award procedures is guaranteed by the Legal Protection in Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia, No. 43/11, with amendments; hereinafter: the ZPVPJN):

- in the pre-review procedure before the contracting authority,

- in the review procedure before the National Review Commission, and
- in judicial proceedings at the first instance before the district court determined as having exclusive jurisdiction by the law governing courts.

A request for review in relation to the content of the contract notice, the invitation to tender or the procurement documents should be filed within ten working days of:

- the publication of the contract notice, or
- the publication of a notice of supplementary information, information on an incomplete procedure or a corrigendum, if this notice has the effect of changing or supplementing the requirements or the selection criteria, or
- the receipt of an invitation to submit a tender.

The previous paragraph notwithstanding, a request for review may not be filed after the deadline for submission of tenders, unless in the contract award procedure the contracting authority stipulates a deadline for submission of tenders that falls in less than ten working days. In this event a request for review may be filed within ten working days of the publication of the contract notice.

A public interest advocate may file a request for review in any phase of a contract award procedure within 45 working days of the date on which the advocate learned of a breach, but no later than 12 months after the start of performance of the contract or the individual contract awarded on the basis of a framework agreement or in a dynamic purchasing system.

In the request for review, the applicant must enclose confirmation of payment of the fee set out in accordance with Article 71 of the ZPVPJN in the amount of EUR 4,000 when the request for review relates to the content of the contract notice or the procurement documents.

The applicant must pay the fee into a subsidiary account open for the purpose of the payment of fees for pre-review and review procedures:

- current account: SI56 0110 0100 0358 802 at Banka Slovenije (budget implementation)
- SWIFT: BSLJSI2X
- IBAN: SI56011001000358802
- Reference: 11 16110-7111290-XXXXXXLL

The reference consists of three parts, P1-P2-P3. The first two parts of the reference, P1 and P2, are always the same, and are linked by a hyphen.

P1: 16110

P2: 7111290

P3: the third part of the reference is the number of the contract notice, or in exceptional cases the reference number of the order, and thus differs for each contract award procedure. In the case of a fee for a review procedure before the National Review Commission being paid on the basis of its resolution, P3 is taken from the number of the resolution. P3 consists of eight figures, of which the last two represent the year from the contract notice number or from the reference number.

Applicants may lodge a request for review via the E-revizija portal.

24. DESCRIPTION OF CONTRACT

The subject of the contract is preventive and corrective maintenance of two banknote sorting systems:

1. a BPS M7 M^{evo} – 12SBN with Nota Tracc and LVM modules **from the effective date of the contract to 31 August 2032 (six years)**, and
2. a BPS M7 M^{evo} – 10LSBN with Nota Tracc and LVM modules **from the effective date of the contract to 31 August 2032 (six years)**.

Within the framework of the maintenance of the banknote sorting systems, the tenderer is responsible for technical support, preventive and corrective maintenance, sensor calibration, and the

supply, stockpiling and installation of spare parts for the required periods. The tenderer provides the maintenance itself or via authorised servicing partners (subcontractors or joint tenderers) with **at least two specialist servicers at each of the servicing partners.**

The tenderer must provide the following for the contracting authority:

- preventive maintenance of software and hardware components in accordance with the manufacturer's instructions,
- corrective maintenance of software and hardware components at the contracting authority's request, including the repair and replacement of malfunctioning parts to restore the system to a functioning state,
- regular upgrades of the M^{evo} software to the latest version,
- supply and installation of revisions to installed software for processing all banknote series (currently ES1 and ES2),
- regular updates of software for detecting IBNS banknotes to the latest version,
- a support line for searching, identifying, verifying and eliminating faults,
- the regular calibration, maintenance and repair of sensors,
- an inventory of spare parts and reserve sensors,
- the replacement of malfunctioning parts,
- service technicians and equipment for the performance of maintenance works,
- a general system overhaul as necessary, and according to the manufacturer's recommendations,
- changes/upgrades to the system with the aim of improving the functionality and/or reliability of equipment, and
- the provision of planned maintenance works outside the contracting authority's working hours to ensure the high availability of the system, unless otherwise agreed.

Through the preventive and corrective maintenance the tenderer must ensure the 95% operability of each of the systems, calculated on an annual basis from the total number of available days of operation. Preventive maintenance does not count towards system outage time, unless it exceeds 10 working days per year, and may also be undertaken on working days. Corrective maintenance that lasts more than four hours after the call-out does count towards system outage time.

Preventive maintenance also includes:

- testing the functions of the systems and modules, and checking the that the system is functioning correctly;
- inspecting parts that are subject to wear and tear, and replacing them as necessary;
- replacing spare parts before any potential damage in accordance with the manufacturer's instructions. All installed spare parts must be original or equivalent to originals, or from the manufacturer, which ensures that they are suitable for installation in the system;
- removing dirt that could affect the system's functioning and reliability;
- applying lubricants to prevent damage in accordance with the manufacturer's instructions, and making the requisite system settings;
- identifying and rectifying faults and potential causes of malfunctions;
- drawing up reports on the work executed, including the following information:
 - o the system's serial number;
 - o an inventory of the machine's counters;
 - o a description of the faults identified and their rectification;
 - o a list of spare parts used;
 - o the date and time of the work executed;
 - o the signatures of the servicer and the contracting authority's representative.

To improve the functionality and reliability of the system, the tenderer may make adjustments at its own expert discretion, provided that this does not incur additional costs for the contracting authority. Preventive maintenance is carried out in such a way as to minimise disruptions and interruptions to the contracting authority's work process.

Corrective maintenance also includes:

- diagnosing faults in the event of a malfunction, and rectifying them;
- assisting the contracting authority in the independent identification and rectification of faults;
- drawing up reports on the work executed, including the following information:
 - o the system's serial number;
 - o the counter readings;
 - o the date and time of the receipt of the request for repair;
 - o the date and initial time of the rectification of the fault;
 - o a description of the fault, the cause of the fault and a description of the rectification;
 - o the time required to rectify the fault, and the date and time of the completion of the repair;
 - o the replaced spare parts;
 - o the signatures of the servicer and the contracting authority's representative;
 - o all other jobs that will facilitate the correct functioning of the systems and modules.

The tenderer must begin the rectification of faults at the contracting authority's location within **three hours** of the fault being reported.

All necessary activities and installed spare parts in connection with corrective maintenance must be included in the price in the tender submitted by the tenderer.

The tenderer must also provide a sufficient inventory of spare parts required for preventive and corrective maintenance in the projected scope and timeframe. All supplied and installed spare parts must be new, or as good as new and faultless.

General terms and conditions:

- The tenderer must provide complete services for the required period (technical support, preventive and corrective maintenance, sensor calibration, supply and installation of spare parts, and supply and installation of components to improve reliability, productivity and system function).
- Within the framework of the maintenance the tenderer provides regular upgrades and updates of the M^{evo} software (supply and installation of the latest version) and all its components (the M^{evo} software licence is not the subject of this contract).
- Within the framework of the maintenance the tenderer ensures that the requirements and criteria prescribed by the ECB are met (annual testing of machinery).
- Within the framework of the maintenance the tenderer attends to all updates (SW and HW) necessary to improving the functionality of the equipment.
- The tenderer undertakes to perform the maintenance itself or via an authorised servicing partner (subcontractor) with at least two specialist service technicians for M^{evo} systems, in the agreed response time.
- All potential additional costs in connection with travel to the location, the transportation of spare parts, training for the tenderer, etc. must be included in the tendered price.

The tenderer must submit a tender with a flat rate per year for the maintenance of the banknote sorting system (first indent of the subject of the contract). A proportionate amount of the flat rate is taken into account in any invoicing for periods of less than one year.

The tenderer must submit a tender with prices for various bands of hours of operation of the banknote sorting system for the maintenance of the backup banknote sorting system (second indent of the subject of the contract). Any time that the sorting system is processing banknotes (Transport-ON time) is classed as hours of operation.

The bands are as follows:

1. up to 500 hours per year,
2. 500 to 1000 hours per year,
3. more than 1000 hours per year.

ref: 2.09.3.1.02-17/2026

date: 16. julij 2026

For the contracting authority:

Andrej Cafuta
secretary-general

Form 1: TENDER

Tenderer or lead tenderer:

On the basis of the procedure to award a public service contract for the subject of Preventive and corrective maintenance of sorting systems, which is being conducted via an open procedure published on the Public Procurement Portal and in the Official Journal of the European Union, we are hereby submitting the following

TENDER

I

We are offering the contracting authority the following, under the terms and conditions of this public service contract:

- Preventive and corrective maintenance of a BPS M7 Mevo – 12SBN banknote sorting system with Nota Tracc and LVM modules from the effective date of the contract to 31 August 2032 (six years), and
- Preventive and corrective maintenance of a BPS M7 Mevo – 10LSBN backup banknote sorting system with Nota Tracc and LVM modules from the effective date of the contract to 31 August 2032 (six years),

as described in point 24 of the instructions to the procurement documents.

II

Information about the tenderer:

Business name, registered office, registration number and tax number	
Telephone; email	
Current account	
Person with power to sign contract, position	
Contact person*, telephone, email	

* It should be noted that our contact person is also the agent for service of process pursuant to Article 89 of the ZUP.

III

In this tender we are acting as (indicate as appropriate or in combination):

- ☐ a sole tenderer: _____ or
☐ a tenderer with the following subcontractors:

	Business name and registered office
1.	
2.	
3.	

(Note: Form 3 must be completed, NOT Form 2)

Below the tenderer provides the following mandatory information in connection with the subcontractors referred to in paragraph 2 of Article 94 of the ZJN-3:

Subcontractor, contact details and statutory representatives	Subject (type of work to be performed)	Estimated value of part of public service contract to be outsourced to third parties by contractor	Projected share of public service contract to be outsourced to third parties by contractor, %

A subcontractor that requires direct payment (Article 94 of the ZJN-3) must complete the following declaration:²

Subcontractor _____ participating in the public contract for _____ is hereby requesting direct payment from the contracting authority.		
Done in _____,	Subcontractor's	signature:

As the tenderer, we hereby declare that in the event of our tender being selected, we will be fully liable for the performance of the public contract versus payment, irrespective of the subcontractors cited above.

IV

In this tender we are participating in a joint tender with the following joint tenderers:

	Business name and registered office
1.	
2.	
3.	

(Note: In the case of a joint tender, Form 2 must be completed, NOT Form 3)

Mandatory attachment: Written agreement between the joint tenderers for the performance of the public service contract, including the information in accordance with point 5 of the instructions to the procurement documents.

V

In this tender we are relying on the capacities of other entities:³

	Business name and registered office
1.	
2.	
3.	

² If there are several subcontractors requiring direct payment, each must complete a declaration and attach it to this form.

³ If the tenderer is relying on the capacities of other entities and an entity in question is not cited as a subcontractor or joint tenderer, the tenderer is required to present all the supporting documents required by Article 81 of the ZJN-3.

Mandatory attachment: Evidence that the tenderer will have the requisite resources at its disposal during the performance of the public contract.

VI

This tender shall be valid for six months after the deadline for submission of tenders.

INSTRUCTIONS: *The form should be completed by the tenderer's responsible person; a form submitted electronically into the e-JN information system is considered dated and signed, and is thus binding on the tenderer in respect of the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.*

Form 2: DECLARATION AND AUTHORISATION OF JOINT TENDERERS

I

I, _____ the
undersigned _____
(first name and surname of authoriser)

with the title _____ from _____
(position) (business name and registered office of undertaking)

I, _____ the
undersigned _____
(first name and surname of authoriser)

with the title _____ from _____
(position) (business name and registered office of undertaking)

I, _____ the
undersigned _____
(first name and surname of authoriser)

with the title _____ of _____
(position) (business name and registered office of undertaking)

hereby confirm to the contracting authority that the aforementioned persons are the authorised persons of the individual tenderers that are collectively submitting a joint tender, and by virtue of this document

authorise _____ (first name and surname of authorised person)

with the title _____ (position)

of _____ (business name and registered office of lead tenderer),

who signs _____ and initials _____,

- to sign and submit a joint tender for this public service contract on our behalf,
- to act as our joint contact person for the purposes of the joint tender,
- to act as our agent for service of process in accordance with Article 89 of the ZUP, and
- to sign the public service contract in the event of the selection of our joint tender for the performance of the public contract.

II

As each of the signatories acting on behalf of the joint tenderers, we hereby declare that:

- tenders submitted electronically into the e-JN information system are deemed dated and signed by us (except where a signature is specifically required on individual forms) and that all parts of our tender are binding for us as a tenderer in relation to the contracting authority,
- we accept all the conditions and requirements of the procurement documents,
- we accept the exclusive application of Slovenian law to this public contract, and the jurisdiction of the National Review Commission and the jurisdiction of the Slovenian courts in connection with this public contract,

- all information provided in our joint tender is true and not misleading, and that all copies of documents correspond to the originals,
- in the context of this joint tender, we will not transfer the awarded public contract to another contractor without the prior agreement of the other contractors and the contracting authority.

In this connection we recognise the contracting authority's right to verify the veracity of information and the authenticity of copies of documents pursuant to the fourth indent of the previous paragraph.

We assume full liability for the information in our tender, and the veracity and relevance thereof.

Place and date:

Signature of authoriser:

Place and date:

Signature of authoriser:

Place and date:

Signature of authoriser:

INSTRUCTIONS: *The authorisation should be completed and signed by all the authorisers of the tenderers in the joint tender and their authorised person (of the lead tenderer). The authorised person of the lead tenderer attaches the scanned form with the required signatures to the electronically submitted tender, which is thus binding for the tenderer in relation to the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.*

Form 3: DECLARATION OF ACCEPTANCE OF TENDER CONDITIONS

The tenderer/subcontractor (business name and address of economic operator):

hereby declares that:

- tenders submitted electronically into the e-JN information system are deemed dated and signed by us (except where a signature is specifically required on individual forms), and all parts of our tender are binding for us as a tenderer in relation to the contracting authority,
- we accept all the conditions and requirements of the procurement documents,
- we accept the exclusive application of Slovenian law, the jurisdiction of the National Review Commission and the jurisdiction of the Slovenian courts in connection with this public contract,
- all information provided in our tender is true and not misleading, and that all copies of documents correspond to the originals,
- we will not transfer the awarded public contract to another contractor without the prior written agreement of the contracting authority.

In this connection we recognise the contracting authority's right to verify the veracity of information and the authenticity of copies of documents pursuant to the fourth indent of the previous paragraph.

We assume full liability for the information in our tender, and the veracity and relevance thereof.

INSTRUCTIONS: *The form should be completed by the responsible persons of the tenderer and the subcontractor; a form submitted electronically into the e-JN information system is considered dated and signed, and is thus binding on the tenderer in respect of the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.*

Form 4: AUTHORISATION TO OBTAIN DATA FROM OFFICIAL RECORDS

For the purposes of examining any grounds for exclusion of the tender, the economic operator grants the contracting authority an authorisation to obtain all necessary information for testing any of the grounds for exclusion from competent authorities' relevant records about the economic operator (tenderer, joint tenderer, subcontractor, or entity whose capacity the tenderer is relying on), whereby no final judgment for any of the criminal offences cited in paragraph 1 of Article 75 of the ZJN-3, or final judgment for any comparable criminal offence imposed by a foreign court, has been imposed on the economic operator, or on a person who is a member of the administrative, management or supervisory body of the economic operator or who has powers of representation, decision or control therein.

- **about a natural person / about the statutory representative of an economic operator (legal person):**

First name and surname	
EMŠO (Slovenian national) or date of birth (foreign national)	

- **about an economic operator:**

Business name	
Registered office	
Registration number	

There is no need for the tenderer to complete this form if:

- it is submitting a criminal record check for a legal person and for natural persons that is no more than four months old as at the deadline for the submission of tenders, OR
- the ESPD form contains the personal identification numbers of all natural persons who are members of the administrative, management or supervisory body and who have powers of representation, decision or control therein.

Foreign legal and natural persons must attach a criminal record check for a legal person and for natural persons that is no more than four months old as at the deadline for the submission of tenders.

Place and date:

Signature:

INSTRUCTIONS: The form should be completed and signed by each person who is a member of the administrative, management or supervisory body of an economic operator that is the tenderer, a joint tenderer, a subcontractor, or an entity whose capacity the tenderer is relying on, or who has powers of representation (contract signing), decision or control therein. The tenderer's responsible person attaches the scanned forms with the required signatures in an electronically submitted tender. These are thereby binding on the tenderer in its relations with the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.

Form 5: DECLARATION OF THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE OWNERSHIP OF THE TENDERER

In order to ensure the transparency of the transaction and to prevent corruption risks in accordance with paragraph 6 of Article 14 of the Integrity and Prevention of Corruption Act, the contracting authority is required to obtain a declaration or information on the participation of natural persons and legal persons in the ownership of the tenderer, including the participation of silent partners, and on the economic operators that according to the law governing corporations are considered to be affiliates of the tenderer. The contracting authority is required to submit this declaration and information to the Commission for the Prevention of Corruption at the latter's request.

Public contract:	
Contracting authority:	Banka Slovenije Slovenska 35 1000 Ljubljana
Reference:	
Project name:	
Information about the economic operator:	
Full name or business name:	
Registered office	
Municipality of registered office:	
Registration number or tax number:	

I, the undersigned statutory representative, hereby declare that the following legal persons participate in the ownership of the aforementioned economic operator:

	Business name	Registered office	Registration number or tax number	Holding, %	Indirect participation of natural person in this legal person (YES/NO)
1					
2					
3					
4					
...					

I, the undersigned statutory representative, hereby declare that the following natural persons participate in the ownership of the aforementioned economic operator:

	First name(s)	Surname	Domicile or address of temporary residence	Holding, %	Indirect participation in legal person under previous table (cite number or NO)
1					

2					
3					
4					
...					

I, the undersigned statutory representative, hereby declare that the following economic operators are considered to be affiliates of the aforementioned economic operator according to the law governing corporations:⁴

	Business name	Registered office	Registration number or tax number	Holding, %	Affiliate of undertaking (business name, address, registration or tax number)
1					
2					
3					
4					
...					

As statutory representative I hereby declare that I have listed the following natural persons as participants in the tenderer's ownership structure:

- any natural person who directly or indirectly holds more than 5% of the shares or holds more than 5% of the founder's rights, the management or the capital of the legal person, or has a controlling position in the management of the legal person's assets;
- any natural person who indirectly provides or backs assets for a legal person, on the basis of which they have the ability to control, guide or otherwise significantly influence the decisions of the management board or any other management body of the legal person regarding financing and operations.

As statutory representative, by signing this declaration, I guarantee that, in the entire ownership structure, there are no other legal and natural persons, silent partners or economic operators classed as affiliates according to the law governing corporations.

As statutory representative, by signing this declaration, I guarantee the accuracy and correctness of this information, and I am aware that if a false declaration or false information is submitted with regard to the facts, the contract shall be null and void. I undertake to inform the contracting authority of any change to the information submitted in accordance with the signed contract for the public contract.

Done in _____, on _____

representative: First name and surname of statutory

Signature and stamp:

⁴ Article 527 of the ZGD-1

INSTRUCTIONS: *This form should be completed and signed by the statutory representatives of the tenderer, joint tenderers, subcontractors and entities whose capacities the tenderer is relying on. The tenderer's responsible person attaches the scanned forms with the required signatures in an electronically submitted tender. These are thereby binding on the tenderer in its relations with the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.*

Form 6: DECLARATION OF THE INTEGRITY OF BUSINESS ENTITIES

The tenderer / joint tenderer / subcontractor / entity whose capacities the tenderer is relying on (business name and address of economic operator):

DECLARATION

I

Having regard for paragraph 5 of Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No 69/11 [official consolidated version with amendments]; hereinafter: the ZIntPK), we declare that we have no links to any officials who perform the function of member of the Governing Board of Banka Slovenije, or to the best of our knowledge with their family members⁵ such that an official or their family member:

- is a senior manager, a member of the senior management, or a statutory representative at the entity; or
- participates, directly or through other legal persons, in the entity's founder's rights, its management or its capital with an interest of more than 5%.

We are aware of the consequences that the contract would be null and void if concluded in breach of Article 35 of the ZIntPK.

II

We declare that we have not breached any professional rules that would constitute grounds for exclusion of the tenderer from the contract award procedure in accordance with point c) of paragraph 6 of Article 75 of the ZJN-3, or grounds for termination of contract for a breach of professional rules. We are aware that the following conduct or suspected conduct constitutes a breach of professional rules:

- abuse of confidential information, including personal data of any kind;
- corruption as defined by the law governing integrity and the prevention of corruption;
- any kind of fraud or other type of harmful conduct in relation to third parties (business partners, employees, customers) that has caused or could cause major damage (material or non-material);
- grounds for the prosecution of a criminal offence referred to in paragraph 1 of Article 75 of the ZJN-3;
- other acts due to which the contracting authority itself would be exposed to a misdemeanour, or civil or criminal liability, or due to which it would incur material or non-material damage (by damage to reputation).

Done in _____ on _____

representative: First name and surname of statutory

Signature and stamp:

INSTRUCTIONS: This form should be completed and signed by the statutory representatives of the tenderer, joint tenderers, subcontractors and entities whose capacities the tenderer is relying on. The tenderer's responsible person attaches the scanned forms with the required signatures in an electronically submitted tender. These are thereby binding on the tenderer in its relations with the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.

⁵ For the purposes of this declaration, family members are spouses, children, adopted children, parents, adoptive parents, siblings and persons who share a household or are in an extra-marital relationship with the individual concerned.

Form 7: TENDERER'S QUALIFICATIONS

Tenderer:

DECLARATION

We hereby declare that:

- we will perform the maintenance ourselves or via authorised servicing partners (subcontractors or joint tenderers) with at least two qualified experts (service technicians) holding valid certification from the manufacturer to provide servicing of the BPS M7 sorting system, who regularly conduct preventive and corrective maintenance of BPS M7 sorting systems,
- we have a long-term contractual relationship with each of them, which is in force at least until the projected expiry of the contract for the performance of this public service contract. In the event of staffing shortage, we undertake to replace an expert with another equally qualified expert (service technician) who holds the relevant certification from the manufacturer, subject to your prior written consent.

Maintenance under this public service contract will be carried out with the following experts (service technicians), for whom we have attached certificates of their qualifications:

	First name and surname	Business name of client(s) where they provided maintenance of BPS M7 sorting systems	Total number of years of preventive and corrective maintenance of BPS M7 sorting systems
1.			
2.			
3.			
...			

We hereby attach the following to the declaration:

- ***certificates of qualifications (manufacturer's certification) for the experts listed above (service technicians).***

INSTRUCTIONS: The form should be completed by the tenderer's responsible person; a form submitted electronically into the e-JN information system is considered dated and signed, and is thus binding on the tenderer in respect of the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.

Form 8: REFERENCES

Tenderer:

The contracting authority requires the tenderer to have at least three years of experience with a contracting authority from a Eurosystem country for the preventive and corrective maintenance of Giesecke & Devrient BPS M7 sorting systems with a Nota Tracc module and a Shredder module.

We declare that in the three years before the deadline for submission of tenders we provided preventive and corrective maintenance of Giesecke & Devrient BPS M7 sorting systems with a Nota Tracc module and a Shredder module that allows for the immediate destruction of banknotes for **at least one contracting authority in a Eurosystem country**.

	Name of contracting authority	Years of execution (from - to)
1.		
2.		

We recognise that the contracting authority has the right to check the veracity of the information about reference transactions with the referee contracting authorities. We are aware that any erroneous or misleading statements by the tenderer will result in the exclusion of the tender by the contracting authority.

The contracting authority shall only take into account those references on the list to which declarations of final contracting authorities are attached to the contracting authority's form (Form 9).

INSTRUCTIONS: *The form should be completed by the tenderer's responsible person; a form submitted electronically into the e-JN information system is considered dated and signed, and is thus binding on the tenderer in respect of the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.*

Form 9: DECLARATION OF FINAL CONTRACTING AUTHORITY⁶

Final contracting authority:

hereby confirms that the tenderer:

provided preventive and corrective maintenance of Giesecke & Devrient BPS M7 sorting systems, including a Nota Tracc module and a Shredder module, for us between _____ and _____.

We confirm that the contractor performed its contractual obligations on time, with the requisite expertise and quality, and in accordance with the provisions of the contract.

The final contracting authority's contact person for checking references is:

First name and surname: _____

Tel/mobile: _____

email: _____

We are providing this confirmation exclusively for the purposes of the tenderer's application for the public contract concerned.

We recognise Banka Slovenije's right to verify the validity of the information in our concluded transaction.

Place and date:

Signature of final contracting
authority:

INSTRUCTIONS: The form should be completed, dated and signed by the final contracting authority. The tenderer's responsible person attaches the scanned form with the required signature to the electronically submitted tender, which is thus binding for the tenderer in relation to the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.

⁶ A final contracting authority is an entity who has previously ordered and funded the subject of the public service contract, and is not a contractor or subcontractor who performed the contract with a final contracting authority.

Form 10: PERFORMANCE BOND

PERFORMANCE BOND⁷

Guarantor: _____
Place and date: _____

Beneficiary: Banka Slovenije, Slovenska cesta 35, 1505 Ljubljana
Guarantee number: _____
Guarantee originator: _____

In accordance with the Contract for preventive and corrective maintenance of BPS M7 M^{evo} banknote sorting systems of _____ concluded between Banka Slovenije and _____ (contractor's name), the latter is obliged to perform the public service contract _____ with a contract value of € _____
(in words: _____),
in the scope, amount and manner, with the requisite quality and by the deadlines set out in the aforementioned contract.

Under this guarantee we irrevocably and unconditionally undertake to pay 5% of the approximate contract value excluding VAT under the aforementioned contract to the beneficiary within 10 days of receiving a first written call in the required form and subject to the terms and conditions under this guarantee, signed by an authorised signatory, and irrespective of any objection by the contractor, should the contractor fail to perform its obligations in the agreed scope, amount and manner, with the agreed quality and by the agreed deadlines set out in the aforementioned contract.

Our commitment remains valid even in the event of partial performance, should the services provided fail in part to meet the obligations under the contract, or in the event that the contractor withdraws from the contract.

The guarantee call must be submitted to the guarantor, and must contain:

- an original letter or authentic SWIFT message to call the guarantee in accordance with this guarantee and
- reference to guarantee number _____ / _____.

Language of required documents: English.

Form of submission of guarantee call: in paper form in person or via registered post or any other form of express post, or by authenticated SWIFT message via the SWIFT system to the guarantor's address.

Place of submission of guarantee call: submitted in person or by post to the guarantor's address where the guarantor issued the guarantee, or to the guarantor's SWIFT address _____. Notwithstanding the above, the submission of the guarantee call may be undertaken at any of the guarantor's branches in the Republic of Slovenia in any manner set out in this paragraph of the guarantee.

This guarantee is reduced by any amount redeemed hereunder.

⁷ The tenderer must submit a bank guarantee issued by a credit institution holding an authorisation to provide banking services in the EU. Any financial collateral submitted by the selected tenderer in a form different from the sample set out in the procurement documents may not materially deviate in terms of content from the sample financial collateral set out in the procurement documents, and may not provide for any additional terms of payment, deadlines shorter than those specified by the contracting authority, amounts lower than those specified by the contracting authority, or changes to the territorial jurisdiction for the resolution of disputes between the beneficiary and the issuer of the collateral. The currency used in the financial collateral must be the same as the currency of the public service contract.

This guarantee remains valid up to and including 30 days after the termination of the contract. After the aforementioned deadline this guarantee is no longer valid, and our commitment automatically expires. Should the contracting authority at any time during the validity of this guarantee agree to extend the contractor's deadline for the performance of the contract, or should the contractor fail to perform the obligations under the contract, the originator or the contractor and the guarantor may agree on an extension of the guarantee.

This guarantee is non-transferable.

All costs in connection with issuance and calling and any other costs in connection with the guarantee are borne by the originator.

Any disputes between the beneficiary and the bank shall be resolved under Slovenian law by the competent court in Ljubljana.

Any request under this guarantee must be received by no later than the expiry date of the guarantee at the aforementioned place of submission.

Guarantor

(stamp and signature)

INSTRUCTIONS: The form is confirmed by the responsible person of the tenderer by submission of the form. A form submitted electronically into the e-JN information system is considered dated and signed, and is thus binding on the tenderer in respect of the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature. The contracting authority suggests that the tenderer coordinate with the guarantee issuer before submitting a tender.

Form 11: SAMPLE CONTRACT

Ref: enter ref

Banka Slovenije, of Slovenska cesta 35, 1505 Ljubljana, Slovenia, represented by its secretary-general, Andrej Cafuta
registration number: 5023912000
VAT ID number: SI92582087
settlement account number: SI56 0100 0000 0100 090
(hereinafter: the contracting authority)

and

Contractor's name, represented by first name and surname, title
registration number: number
VAT ID number: number
current account: number held at name of bank
(hereinafter: the contractor)

hereby enter into this

**CONTRACT⁸ FOR
PREVENTIVE AND CORRECTIVE MAINTENANCE FOR BPS M7 Mevo BANKNOTE
SORTING SYSTEMS**

I. RECITALS

Article 1

The contracting parties hereby establish that:

- the contracting authority published, under notice number _____ of _____ on the Public Procurement Portal and under notice number _____ of _____ in the Official Journal of the European Union, a contract notice for the Preventive and corrective maintenance of a BPS M7 Mevo – 12SBN banknote sorting system with Nota Tracc and LVM modules from the effective date of the contract to 31 August 2032 (six years) and the Preventive and corrective maintenance of a BPS M7 Mevo – 10LSBN backup banknote sorting system with Nota Tracc and LVM modules from the effective date of the contract to 31 August 2032 (six years) (hereinafter: the public service contract);
- the contractor responded to the public contract notice referred to in the previous indent with its tender of _____;
- the contracting authority published a public contract award decision on the Public Procurement Portal selecting the contractor as the most favourable tenderer for the performance of this public contract.

The contractor confirms that it has been fully acquainted with the procurement documents and with the terms and conditions of the public service contract, and accepts them in their entirety.

The procurement documents and the contractor's tender constitute integral parts of this contract in the form of *Appendix 1* and *Appendix 2*.

⁸ Upon signing, the contract is adjusted to the selected tender (independent tender, joint tender or tender with subcontractors).

The appendices to this contract are integral parts thereof. In the event of discrepancies between the contract and its appendices, the provisions of the contract shall take precedence. In the event of discrepancies between **Appendix 1** and **Appendix 2**, the content of **Appendix 1** shall take precedence.

II. SUBJECT OF CONTRACT, DEADLINES AND PERFORMANCE

Article 2

The contractor undertakes to provide the following for the contracting authority under this contract:

- preventive and corrective maintenance of a BPS M7 M^{evo} – 12SBN banknote sorting system with Nota Tracc and LVM modules from the effective date of the contract to 31 August 2032 (six years), and
- preventive and corrective maintenance of a BPS M7 M^{evo} – 10LSBN backup banknote sorting system with Nota Tracc and LVM modules from the effective date of the contract to 31 August 2032 (six years),

as described in **Appendix 1** and **Appendix 2**, and the contracting authority undertakes to pay the contract value to the contractor in return.

Within the framework of the maintenance of the banknote sorting systems, the contractor is responsible for technical support, preventive and corrective maintenance, sensor calibration, and the supply, stockpiling and installation of spare parts for the required periods. The contractor shall provide the maintenance itself or via authorised servicing partners (subcontractors or joint tenderers) with at least two specialist servicers.

Through the preventive and corrective maintenance the contractor shall ensure the 95% operability of each of the systems, calculated on an annual basis from the total number of available days of operation. Preventive maintenance shall not count towards system outage time, unless it exceeds 10 working days per year, and may also be undertaken on working days. Corrective maintenance that lasts more than four hours after the call-out shall count towards system outage time.

The outage (inactivity) of the BPS M7 M^{evo} – 12SBN sorting system owing to preventive and corrective maintenance shall be deducted from the total number of hours of operation on the BPS M7 M^{evo} – 10LSBN sorting system (Transport-ON time). The time taken for testing on the two sorting systems for the purposes of G+D shall also be deducted from the number of hours of operation.

The contractor shall carry out preventive maintenance in such a way as to minimise disruptions and interruptions to the contracting authority's work process. To improve the functionality and reliability of the system, the contractor may make adjustments at its own expert discretion, provided that this does not incur additional costs for the contracting authority.

All requisite activities and spare parts to be installed in connection with corrective maintenance are included in the contract price. The contractor shall also provide a sufficient inventory of spare parts required for preventive and corrective maintenance in the projected scope and timeframe. All supplied and installed spare parts shall be new, or as good as new and faultless.

Article 3

The contracting parties shall agree in advance on the timing of maintenance within the framework allowed by this contract:

- the contracting parties shall agree in writing on preventive maintenance at least two weeks before the maintenance is carried out;
- the contracting parties shall agree immediately in writing on the timing of corrective maintenance, which shall be carried out as soon as possible;
- if a general system overhaul is required at the manufacturer's recommendation, the date of execution shall be agreed in writing by the contractor and the contracting authority at least two months in advance. The costs of a general overhaul are not counted as additional expenses, and shall be covered under this contract.

If the banknote sorting system is inoperative, the contractor shall begin the rectification of the fault within three hours of receiving a report if the report is received between 7.30 am and 3.30 pm on a Monday to Friday, and shall continue rectifying the fault until it is rectified. If the report is received after 3.30 pm, the contracting parties shall agree on whether rectification of the fault is to begin immediately, on the same day, or by no later than the next working day.

During maintenance the banknote sorting system shall be made available to the contractor for maintenance. The contractor shall carry out the maintenance in such a way as to minimise disruption to the contracting authority's work.

The contractor shall make a security backup after each event or maintenance provision.

III. CONTRACT VALUE

Article 4

The approximate contract value⁹ for the term of the contract is:

- excluding VAT: _____
- VAT: _____
- **Total:** _____.

The contracting authority is not obliged to attain the approximate value referred to in the previous paragraph.

The unit prices shall be charged according to the pricelist / pro forma invoice, which is an integral part of **Appendix 2** of this contract.

The contractor shall issue the invoices for maintenance under this contract on a quarterly basis in the total amount of EUR xx by the fifteenth day of the following quarter. The total amount of the quarterly invoice shall cover the agreed price for preventive and corrective maintenance of the BPS M7 M^{evo} – 12SBN banknote sorting system with Nota Tracc and LVM modules and the price for preventive and corrective maintenance of the BPS M7 M^{evo} – 10LSBN backup banknote sorting system with Nota Tracc and LVM modules for up to 500 hours (Transport-ON time). A supplementary settlement for maintenance of the BPS M7 M^{evo} – 10LSBN backup banknote sorting system with Nota Tracc and LVM modules shall be made after the end of every fourth quarter, if the backup banknote sorting system has been operating for more than 500 hours (Transport-ON time). The supplementary settlement amounts to the difference in the agreed price between the particular price band of the backup system depending on the total time of operation of the backup system (Transport-ON time) in the year in question. The contracting authority undertakes to pay the invoice within 30 days of receiving it; otherwise it shall also owe statutory default interest.

After the first year of the contract term has passed, if the cumulative rise or fall in the consumer price index (hereinafter: the index) is more than 10% counted from the end of the first year of the contract term, a contracting party may propose in writing to the other contracting party that the unit prices be adjusted according to the index. The rise or reduction in the unit prices from the pro forma invoice may amount to no more than 80% of the rise or fall in the index. A rise or fall in the index shall be calculated with regard to the level of the unit price as at the conclusion of the contract or during the most recent determination of contract unit prices, and the latest level of the index. The contracting parties shall set the new unit prices by concluding a written addendum, whereby the rise or reduction in prices begins to apply as of the next invoicing period commencing after the conclusion of the addendum. The same procedure, terms and conditions shall also apply *mutatis mutandis* to all subsequent rises or reductions in unit prices, whereby subsequent rises or reductions in unit prices may be agreed when the cumulative rise or fall in the index since the most recent determination of unit prices is more than 10%.

⁹ The approximate contractual value will be stipulated with regard to items 1 and 2.3 of the pro forma invoice.

The contractor shall email the issued invoice in paperless form to eracuni@bsi.si (e-invoice in xml format, with attachments in pdf).

The contracting authority may at any time withhold the payment of any invoice of the contractor (issued on the basis of this contract or on any other legal basis) if it finds that the contractor has caused damage and/or has breached its obligations under this contract.

When the contractor has registered subcontractors, it shall attach the subcontractors' invoices to its invoice, having approved them in advance.

IV. NOTIFICATION, CONTRACT ADMINISTRATORS AND CONTACT PERSONS

Article 5

The contracting parties shall inform each other promptly of any material change or circumstance that affects or could affect the performance of the contract.

The contracting parties shall each appoint a contract administrator who is responsible for the performance of the contract in accordance with its provisions, as follows:

- for the contracting authority: first name and surname; tel: number, email: email address
- for the contractor: first name and surname; tel: number, email: email address

Notwithstanding the previous paragraph, with the aim of amicably agreeing on the performance of this contract and resolving all organisational and technical issues in connection herewith, including controls of the performance of contractual obligations, the provision of information on payments, and the confirmation of invoices and other documents, the contracting parties shall each designate a contact person as follows:

- for the contracting authority: first name and surname; tel: number, email: email address
- for the contractor: first name and surname; tel: number, email: email address

Communication between the contracting parties shall be undertaken in writing, as a rule via email, whereby the moment that a message is received by the recipient during working hours shall be deemed to be the moment that it was sent. A message sent outside these hours shall be deemed to have been received by the recipient's next working hour, with the exception of a fault report, unless the contracting parties agree otherwise in writing in advance.

Any deadline period for the performance of the recipient's obligations shall begin to run in the first business hour that the recipient receives the message, unless otherwise agreed by the contracting parties.

The contracting parties shall communicate all changes with respect to contact persons and contract administrators, including any replacement thereof, in writing and, as a rule, in advance. The replacement of a contact person or a contract administrator shall not be deemed an amendment to this contract.

The contractor expressly states that its contract administrator is also its authorised mail recipient.

V. CONTRACTOR'S OBLIGATIONS

Article 6

For the duration of this contract, the contractor shall perform its obligations under this contract in a high-quality manner, flawlessly and regularly, with the diligence of a good expert, and in accordance with the best professional practices and the rules of the profession, with laws and other regulations governing the area of contractual obligations, and with manufacturers' instructions and standards.

The contractor shall:

- protect the interests of the contracting authority and notify it in writing of any obstacles to the performance of the contractual obligations;
- immediately report any conflict of interest, and propose how the conflict is to be managed;
- ensure the highest possible level of service with respect to the time and place of provision;
- provide the services in the most efficient manner within the framework of the contracting authority's requirements;
- use advanced information technology and methods when providing the services, and ensure that no damage is done to the contracting authority's information system;
- perform the envisaged obligations by the prescribed deadlines and in the envisaged manner.

If the contracting authority believes that a tendered expert is not performing their work adequately and with the requisite quality, it shall notify the contractor accordingly and request it to replace that expert, obtaining the contracting authority's written permission in advance. Should the contractor fail to provide a suitable expert who meets the contracting authority's requirements set out in the procurement documents and the criteria with regard to the selected tender (which the contractor must prove via relevant documents) within 30 days of the request, the contracting authority may withdraw from this contract and shall pay for the contractual works completed beyond dispute up to that point, as determined by the contracting authority at the contractor's proposal, which the contracting authority is not required to take into account. The same process shall apply if the contractor is required to replace an expert due to objective circumstances on the part of the expert (which the contractor shall explain and prove in writing).

At any time during the performance of the contract the contracting authority may verify whether the contractor or other economic operators involved in the performance of this contract meet the requirements under the procurement documents with regard to the selected tender and the circumstances arising during the performance of the contract, and whether they meet the requirements laid down in the tender documentation as criteria based on which the contractor's tender had been selected.

Article 7

The contractor shall be responsible for:

- preventive maintenance of software and hardware components in accordance with the manufacturer's instructions,
- corrective maintenance of software and hardware components at the contracting authority's request, including the repair and replacement of malfunctioning parts to restore the system to a functioning state,
- the supply and installation of software (SW) upgrades to the latest version available or recommended by the manufacturer of the sorting systems;
- the supply and installation of software (SW) revisions available or recommended by the manufacturer of the sorting systems;
- the supply and installation of software revision for previously installed software for processing ES1, ES2 and IBNS banknotes and other functionalities;
- a support line for seeking, identifying, checking and rectifying faults;
- the regular calibration, maintenance and repair of sensors;
- an inventory of spare parts and reserve sensors;
- the replacement of malfunctioning parts;
- staff and equipment for the performance of maintenance works;
- a required general overhaul on the basis of the manufacturer's recommendation, and in agreement between the contractor and the contracting authority;
- changes/upgrades to the system with the aim of improving the functionality and/or reliability of equipment;
- planned maintenance works outside of the contracting authority's working hours to ensure high system availability, subject to agreement in advance;
- all other jobs that will facilitate the correct functioning of the systems and modules.

Preventive maintenance also includes:

- testing the functions of the systems and modules, and checking that the system is functioning correctly;
- inspecting parts that are subject to wear and tear, and replacing them as necessary;
- replacing spare parts before any potential damage in accordance with the manufacturer's instructions. All installed spare parts must be original or equivalent to originals, or from the manufacturer, which ensures that they are suitable for installation in the system;
- removing dirt that could affect the system's functioning and reliability;
- applying lubricants to prevent damage in accordance with the manufacturer's instructions, and making the requisite system settings;
- identifying and rectifying faults and potential causes of damage;
- drawing up reports on the work executed, including the following information:
 - the system's serial number;
 - an inventory of the machine's counters;
 - a description of the faults identified and their rectification;
 - a list of spare parts used;
 - the date and time of the work executed;
 - the signatures of the servicer and the contracting authority's representative.

To improve the functionality and reliability of the system, the contractor may make adjustments at its own expert discretion, provided that this does not incur additional costs for the contracting authority.

Preventive maintenance is carried out in such a way as to minimise disruptions and interruptions to the contracting authority's work process.

Corrective maintenance also includes:

- diagnosing faults in the event of a malfunction, and rectifying them;
- providing assistance to the contracting authority in the independent identification and rectification of faults;
- drawing up reports on the work executed, including the following information:
 - the system's serial number;
 - the counter readings;
 - the date and time of the receipt of the request for repair;
 - the date and time of the initial rectification of the faults;
 - a description of the fault, the cause of the fault and a description of the rectification;
 - the time required to rectify the fault, and the date and time of the completion of the repair;
 - the replaced spare parts;
 - the signatures of the servicer and the contracting authority's representative;
 - all other jobs that will facilitate the correct functioning of the systems and modules.

The contractor shall provide a sufficient inventory of spare parts required for preventive and corrective maintenance in the projected scope and timeframe.

Any equipment installed and replaced during maintenance shall become the property of the contracting authority.

As an expert in the area of this contract, the contractor shall take the necessary actions to improve the functionality and reliability of the banknote sorting system, even if not explicitly required by the contracting authority, provided that this does not incur additional costs for the contracting authority.

All other requirements in connection with the approach to providing maintenance under this contract are set out in Appendix 1 and Appendix 2.

Article 8

The contractor shall uphold the contracting authority's house rules and rules of conduct, its security policy and measures, and other internal rulebooks of which it is apprised by the contracting authority, should its actions extend into their areas of application.

VI. CONTRACTING AUTHORITY'S OBLIGATIONS

Article 9

The contracting authority shall request the rectification of faults via the contractor's service, as a rule:

- by email: _____ or
- by telephone: _____.

The contractor shall confirm the report of a fault in writing without delay. The deadline for rectifying the fault shall be counted from the time that the report is received (and not from the time of confirmation).

For all necessary additional works on equipment at the contracting authority's request that fall outside maintenance under this contract, the contractor shall submit an offer with regard to the requested content, method and scope of the work. The contracting authority shall test the offer against the market, and in the event of opting for the additional works to be executed by the contractor, shall issue an order form or propose the signing of an addendum to this contract. The contracting authority has no obligation to order additional works with the contractor.

The contractor's staff shall begin executing additional works referred to in the previous paragraph on the basis of the order form / addendum and a written report of a fault or order.

When reporting a fault, the contracting authority shall cite:

- the name and telephone number of the contracting authority's responsible person who is reporting the fault,
- the number of the contract,
- the type and location of the equipment,
- a description of the fault or a description of the envisaged service,
- the severity of the fault, and
- the envisaged time for starting work.

VII. JOINT TENDER AND SUBCONTRACTORS

Article 10

Joint tender

The contract between joint tenderers is part of *Appendix 2* to this contract. The joint tenderers referred to in Article 1 of this contract shall be jointly and severally liable without limitation to the contracting authority for the performance of this contract and the performance of this public service contract.

An individual joint tenderer may be replaced if so allowed by law, or by the practice of the National Review Commission, subject to the prior consent of the other joint tenderers and the prior written consent of the contracting authority. A new joint tenderer shall meet the conditions set out for the joint tenderers in the procurement documents in *Appendix 1*.

The replacement of a joint tenderer shall be arranged by concluding an addendum to this contract. Before concluding the addendum to this contract, the joint tenderers shall submit a written contract to the contracting authority in which they regulate their relationships, the new contract becoming a new appendix to *Appendix 2* to this contract.

Subcontractors

The contractor shall execute all works itself and through the subcontractor(s) (business names and addresses of subcontractors) (hereinafter: subcontractor) that it cited in the tender submitted in the contract award procedure.

The contractor shall be liable to the contracting authority for the performance of this contract in full, irrespective of the number of subcontractors.

During the performance of contracted works, the contractor shall notify the contracting authority of any changes in connection with subcontractors.

The replacement of a subcontractor or the inclusion of a new subcontractor shall only be permitted if the new subcontractor meets all the conditions set out in this contract, the procurement documents and the law, subject to the prior consent of the contracting authority. In this event, the contractor shall submit the following to the contracting authority within five days of the change:

- the identity of the new subcontractor, and every part of the public contract that it intends to subcontract;
- the contact details and the statutory representatives of the proposed new subcontractors;
- the completed forms required under *Appendix 1*, and the information and documents referred to in paragraph 2 of Article 94 of the ZJN-3;
- the new subcontractor's request for direct payment, where applicable;
- its own written declaration and the written declaration of the replaced subcontractor that the aforementioned subcontractor has received payment for the contractual obligations performed, and that the contracting authority and the contractor have settled all undisputed receivables,
- a non-disclosure agreement;
- all other elements required by the contracting authority in the specific case.

In the event of the replacement of a subcontractor, the contracting authority and the contractor shall conclude an addendum to this contract that specifically regulates the subcontractor's position in accordance with the law.

If the contractor submitted a declaration by the subcontractor requesting direct settlement of the subcontractor's receivables from the contractor by the contracting authority, the contractor shall authorise the contracting authority to make direct payments to the subcontractor based on an invoice confirmed by the contractor.

If in the tender the contractor did not submit a declaration that the subcontractor requires direct payment of its receivables from the contractor, the contractor shall, within 60 days of the payment of the invoice, send the contracting authority its written declaration and a written declaration by the subcontractor indicating that the subcontractor has received payment for the services provided under this contract; otherwise the contracting authority shall file a motion to initiate proceedings under paragraph 7 of Article 94 of the ZJN-3.

VIII. DELAY AND CONTRACTUAL PENALTY

Article 11

A delay shall be deemed to have arisen on the part of the contractor when they fail to perform their obligations in the agreed scope, in the agreed manner, to the agreed quality, by the agreed deadlines and in the agreed quantity.

The contractor shall ensure operability of 95% in each system calculated on an annual basis with regard to the total number of available working days. Should the contractor fail to ensure this level of operability, the contracting authority is entitled to a contractual penalty in the daily amount of EUR 1,000 (excluding VAT) for each day that the system is inoperative in excess of the 5% annual level. The contractual penalty may not exceed 20% of the annual value of all maintenance works under this agreement excluding VAT. If the system is inoperative on a working day during working hours, the

contractor shall provide preventive and corrective maintenance of the system, unless stipulated otherwise in writing by the contractor and the contracting authority. The contracting authority's right to a contractual penalty under this paragraph shall arise on the first day of delay, irrespective of the contracting authority's written deadline for the rectification of the fault.

Notwithstanding the previous paragraph, excluding cases of force majeure and/or grounds arising on its own part, in the event of the non-performance or partial performance of the obligations under this contract the contracting authority shall be entitled to charge the contractor a contractual penalty in the amount of EUR 50,000 excluding VAT.

Excluding cases of force majeure and/or grounds arising on its own part, in the event of a breach of the non-disclosure obligation, the contracting authority shall be entitled to charge the contractor a contractual penalty in the amount of 10% of the approximate contract value excluding VAT for each case, irrespective of the contractual penalty referred to in the second and/or third paragraphs of this article.

Contractual penalties shall be processed and charged separately and independently. They shall be billed during payment, and the contractor shall be obliged to settle them within 30 days of receiving the contracting authority's written instruction. The contracting authority may also seek the payment of a contractual penalty by liquidating any financial collateral that it has at its disposal. The contracting authority shall notify the contractor that it reserves the right to a contractual penalty due to missed deadlines no later than upon the handover/confirmation of the performed contractual obligations. The contracting authority shall have the right to demand a contractual penalty from the contractor for the non-performance of contractual obligations, or to demand the performance of the contractual obligations.

The contracting authority shall have the right to demand a contractual penalty for the non-performance of contractual obligations even if the contractual penalty exceeds the damage that it has incurred and even if it has incurred no damage. If the damage incurred by the contracting authority exceeds the contractual penalty for the non-performance of contractual obligations, the contracting authority shall have the right to claim the difference to full compensation.

IX. LIABILITY AND FORCE MAJEURE

Article 12

The payment of a contractual penalty and the redemption of the performance bond under this contract shall not relieve the contractor of the performance of contractual obligations, nor shall it affect the contracting authority's right to withdraw from this contract.

In the event of a breach of this contract, the contractor is obliged to reimburse the contracting authority for all directly incurred damage, irrespective of the exercise of institutions under this contract, including damage incurred due to the contractor's liability on another legal basis.

In the event of a breach of this contract, the contracting authority shall first exercise the contractual penalties under this contract. Should the contractor fail to pay them by the deadline, or fail to reimburse the damage incurred by so doing, the contracting authority shall liquidate financial collateral, if envisaged by this contract. Should the exercise of institutions under this contract fail to reimburse the contracting authority for the damage incurred, it may demand the reimbursement of damage in accordance with regulations.

A contracting party affected by force majeure shall notify the counterparty of the occurrence of the force majeure event without delay and in writing, and shall continue with its work as soon as the force majeure event ceases. If the contracting parties agree in writing that force majeure has occurred, contractual obligations shall be suspended for as long as the force majeure event persists. The contracting party affected by force majeure shall notify the counterparty as soon as the force majeure event ceases. Force majeure is any unforeseen development over which none of the

contracting parties has or had any influence and was unable to prevent or avoid, and which prevented performance of the contractual obligations despite the contracting party's diligence in acting as a good expert. In the event of force majeure, the contractor shall immediately embark on rectifying the consequences if they impact the rights of the contracting authority. The contractor shall endeavour to reduce the damage caused to the contracting authority by force majeure.

The contracting parties may establish whether any changes have occurred to the obligations under the contract, and conclude a suitable addendum to this contract on that basis.

X. FINANCIAL COLLATERAL

Article 13

Within 10 days of signing this contract, the contractor shall deliver to the contracting authority a performance bond in the form of an irrevocable and unconditional bank guarantee payable on first demand under the template provided in Form 10: Performance bond under *Appendix 1*, in the amount of 5% of the approximate contract value excluding VAT, valid up to 30 days inclusive after the end of the contract term.

This contract has been concluded under a condition precedent, whereby the contractor delivers to the contracting authority the performance bond in bank guarantee form referred to in the previous paragraph in the required form and by the required deadline. Otherwise, the contract shall be deemed not to have been concluded.

The contracting authority shall redeem the performance bond after the deadline for the rectification of the breach stipulated for the contractor in writing passes, irrespective of any exercise of other institutions under this contract, if the contractor fails to perform its obligations under this contract in the agreed manner, by the agreed deadline, in the agreed extent, to the agreed quality and in the agreed quantity, or fails to perform its contractual obligations or performs them only in part.

The performance bond is an integral part of this contract and constitutes *Appendix 3* to this contract.

In the event of the partial or full redemption of the performance bond without the contracting authority's withdrawal from this contract, the contractor undertakes to provide an equivalent performance bond in bank guarantee form to the contracting authority within 10 days of being called upon to do so.

Should there be an amicable extension of the deadline for the performance of the contracted works, the validity of the performance bond in bank guarantee form shall be extended by the same period.

In the event of a change of legal status on the part of the contractor or the transfer of the performance of this contract to another business entity, the contractor shall ensure that the new business entity immediately delivers to the contracting authority an appropriate performance bond in bank guarantee form under this article; otherwise the contracting authority may redeem the contractor's bond in bank guarantee form that it holds on the basis of this contract.

XI. NON-DISCLOSURE CLAUSE

Article 14

The contracting parties undertake, during the performance of this contract and after its expiry, to safeguard all personal data, trade secrets, classified information and other confidential information (hereinafter: confidential information) referred to in this contract, or confidential information that they have learned of in connection with this contract or that they will learn of during the performance of this contract, as information to which the rules for the safeguarding of confidential information apply with regard to the particular type of confidential information, and not to use it for their own purposes or for third parties, or to disclose it to third parties.

The obligation referred to in the previous paragraph shall not apply to information classed as public in accordance with applicable regulations.

The contractor shall use the contracting authority's confidential information exclusively for the performance of contractual obligations in accordance with this contract.

The contractor shall obtain the contracting authority's permission to obtain the personal data of third parties in connection with the exercise of the contracting authority's rights under the concluded contract.

Should the contracting parties learn of personal data during the performance of this contract, each contracting party shall be obliged to safeguard and process that personal data as the controller in accordance with European and national legislation governing personal data protection. Each contracting party shall ensure that individuals whose personal data it holds are provided with the rights of data subjects pursuant to the law binding on that contracting party. The contracting parties hereby agree that they shall not process personal data obtained on the basis of this contract on behalf of the other contracting party, and that neither contracting party is a contractual processor for the other contracting party, as the processing of personal data is not covered by this contract. The personal data of individuals who participate in the performance of this contract or are otherwise material to its performance shall be exchanged between the contracting parties such that each contracting party can perform its contractual obligations or exercise its rights under this contract (i.e. each contracting party processes personal data on its own behalf). Each contracting party shall process personal data only in the manner required for the performance of this contract, shall store it only for such time as is required for the performance of this contract and the legal protection of the contracting party, and shall safeguard it with appropriate technical and organisational measures that protect it against unauthorised or unlawful processing, accidental loss, destruction or damage. Each contracting party shall ensure that they have a lawful legal basis for the dissemination of the personal data of an individual to the other contracting party.

Banka Slovenije's General Privacy Statement is published on its website at <https://www.bsi.si/en/privacy-protection>.

The contractor shall ensure that those persons who are to directly perform contractual obligations are informed that they are required to safeguard data confidentiality at all times, even after the termination of their employment or other legal relationship with the contractor. The contractor shall bear liability if the disclosure or unauthorised use of confidential information referred to in this contract occurs, either through its fault or the fault of persons who directly carry out the works.

Data in connection with this contract and the orders that competent authorities and organisations request on the basis of regulations may be forwarded to them by the contracting authority. The contracting authority may publish the entire content of the contract if so required by regulations.

In the event of a breach of the obligation to safeguard confidential information, the contractor shall be obliged to pay the contracting authority the contractual penalty set out in the fourth paragraph of Article 11 of this contract; in the event of damage being incurred, it shall also pay for all direct damage in excess of the aforementioned sum.

Article 15

Before commencing work, the contractor undertakes to issue the contracting authority with a list of the persons who will directly carry out the works and will learn of the contracting authority's confidential information, and to sign a sample statement of assurance, which is an integral part of this contract and constitutes *Appendix 4* of this contract. The contractor shall expand the obligation to safeguard confidential information (non-disclosure obligation) to all those who will directly carry out works under this contract, such that before commencing works they deliver to the contracting authority a signed sample non-disclosure agreement, which is an integral part of this contract and constitutes *Appendix 5* of this contract. The signed documents referred to in this article are not

integral parts of this contract, but shall be retained by the contracting authority's contract administrator until the retention deadline passes.

The contractor that provides services to the contracting authority shall put in place a written procedure for the management of changes that affect its services.

Upon the signing of this contract, the contracting authority shall, as necessary, brief the contractor in writing regarding the additional content of its security policy and procedures to protect confidential information in mutual communications to ensure the effective performance of contractual obligations and the safeguarding of confidential information. The contractor undertakes to uphold the security policy and the procedures to protect confidential information communicated in accordance with the previous sentence.

At the contracting authority's request, the contractor shall also be required to carry out additional procedures that constitute a vital security standard for the contracting authority's work requirements.

The contracting authority has the right to record and monitor all activities carried out by the contractor in connection with the contract and to cancel the contractor's access rights.

The contractor shall immediately notify the contracting authority of any breaches of security or security incidents in connection with the unauthorised use or disclosure of personal data and other confidential information referred to in this contract.

XII. ANTI-CORRUPTION CLAUSE

Article 16

This contract shall be null and void should any person, on behalf or for the account of the contractor, promise, offer or otherwise provide any undue advantage to the contracting authority's representative, statutory representative or agent:

- to obtain this transaction; or
- to conclude this transaction under more favourable terms; or
- to omit due oversight of the performance of contractual obligations; or
- to engage in any other act or omission that damages the contracting authority, or provides an undue advantage to the contracting authority's representative, statutory representative or agent, or to the contractor or its representative, statutory representative or agent.

In order to ensure the transparency of the transaction and to prevent corruption risks, the contractor shall in the tender submit to the contracting authority a declaration or information on the participation of natural persons and legal persons in the ownership of the contractor, including the participation of silent partners, and on the economic operators that according to the law governing companies are considered to be affiliates of the contractor. For natural persons, the declaration shall cite the first name and surname, the address of residence and the share of ownership. Should the contractor submit a false declaration or provide inaccurate information regarding the above facts, the contract shall be declared null and void. The contractor shall inform the contracting authority of any change in its ownership within five working days of the change.

XIII. TERMINATION OF CONTRACT AND SOCIAL CLAUSE

Article 17

This contract may be terminated:

- at the end of the period for which it was concluded;
- upon the withdrawal from the contract of one of the contracting parties in accordance with this contract;
- upon the withdrawal from the contract of the non-breaching party in accordance with this contract;
- by mutual consent of the contracting parties; or
- if so provided by law.

The contracting authority may terminate the contract with a 30-day notice period if composition, bankruptcy or liquidation proceedings are initiated against the contractor.

The notice period shall run from the day following receipt of the notice of termination. Withdrawal from the contract shall commence on the day that the notice of withdrawal is received.

Either contracting party may withdraw from this contract if the other party fails to rectify a breach by the stipulated deadline, despite a prior written reminder and a request to rectify the breach.

The contractor expressly agrees that the following due causes will also be understood as breach of contract owing to which withdrawal from the contract pursuant to the previous paragraph is possible: a failure to perform the contractual obligations at the requisite quality, with the required expertise, in timely fashion, and with the requisite good faith, whereby:

- at least one of the contractual obligations has not been performed in full or has been performed at a level below the expectations typical of professionals working in the area of the public service contract, or
- the purpose of the contract can no longer be achieved; or
- there is reasonable doubt on the part of the contracting authority as to whether the contractor will perform a substantial part of its obligations.

The contractor expressly agrees that breaches of professional rules will also be understood to be a breach of contract owing to which withdrawal from the contract is possible, such as the following conduct or suspected conduct:

- abuse of confidential information, including personal data of any kind;
- corruption as defined by the law governing integrity and the prevention of corruption;
- any kind of fraud or other type of harmful conduct in relation to third parties (business partners, employees, customers) that has caused or could cause major damage (material or non-material);
- grounds for the prosecution of a criminal offence referred to in paragraph 1 of Article 75 of the ZJN-3;
- other acts due to which the contracting authority itself would be exposed to a misdemeanour, or civil or criminal liability, or due to which it would incur material or non-material damage (by damage to reputation).

Without prejudice to the law governing contractual obligations, the contracting authority may withdraw from the contract in the following cases:

- the public service contract has been substantially modified during performance, requiring a new public procurement procedure;
- at the time that the public contract was awarded, the contractor was in one of the positions that requires the contracting authority to exclude it from the public procurement procedure, but the contracting authority was not made aware of this fact during the public procurement procedure;
- owing to serious breaches of the obligations set out in the TEU, the TFEU and the ZJN-3 that were identified by the Court of Justice of the European Union in accordance with Article 258 of the TFEU, the public contract should not have been awarded to the contractor.

The contractual relationship shall be terminated in the event of the winding-up of the contractor. Insofar as the contractor evolves as an entity as a result of restructuring into the contractor's universal legal successors (acquisition, merger, asset transfer, transformation, etc.) or as a result of insolvency, the contracting authority reserves the right to amend the contract in accordance with Article 95 of the ZJN-3.

In the event of the contracting authority's withdrawal from the contract, the contracting authority may claim compensation from the contractor for damage caused and the reimbursement of costs. The

contracting authority shall bear no liability to the contractor on account of withdrawal from the contract or termination of the contract.

Article 18

This contract has been concluded under a condition subsequent that comes into effect if the contracting authority is informed that a court has found, by virtue of a final decision, a breach of obligations under paragraph 2 of Article 3 of the ZJN-3 by the contractor or its subcontractor, or if the contracting authority is informed that a competent government authority has identified, on the part of the contractor or its subcontractor, during the period of performance of the contract, two or more breaches in connection with remuneration for work, working time, rest periods, performance of work on the basis of civil-law contracts despite the existence of elements of an employment relationship or in connection with undeclared work, for which a fine for a misdemeanour has been imposed on the contractor by virtue of a final decision or final decisions.

In the event of the contracting authority being informed of a breach, it shall inform the contractor accordingly within ten days. The contractor may, by a deadline set by the contracting authority, which may be no longer than 15 days, submit proof that it has taken sufficient measures that prove its reliability despite the existence of the breaches. If a breach is committed by a subcontractor, the contractor may, by the same deadline, submit proof that the subcontractor has taken sufficient measures that prove its reliability despite the existence of the breaches. Should the contractor fail to supply proof for the subcontractor, or should it do so but the contracting authority assesses that the measures are insufficient, the contractor may replace the subcontractor by a deadline set by the contracting authority, which may be no longer than 15 days, in accordance with Article 94 of the ZJN-3, or may take over the works that it assigned to the subcontractor itself, as long as replacement or takeover does not entail a significant modification to the contract. Should the contractor fail to supply proof for itself or for a subcontractor, or should it do so but the contracting authority assesses that the measures are insufficient, or should the contractor not take over the works itself or propose a new subcontractor, or should the contracting authority reject a new subcontractor proposed on time in accordance with Article 94 of the ZJN-3, the condition subsequent shall come into effect provided that at least six months remain between the contracting authority learning of the breach and the expiry of the contract.

In the event of the condition subsequent being met, this contract shall be deemed to have been rescinded on the day that a new contract for performance of the public contract is concluded. The contracting authority shall then initiate a new contract award procedure without delay, within 60 days of learning of the breach. Should the contracting authority fail to initiate a new contract award procedure by this deadline, the contract shall be rescinded on the sixtieth day after the contracting authority learned of the breach.

XIV. OCCUPATIONAL HEALTH AND SAFETY

Article 19

When performing its contractual obligations the contractor shall comply with applicable legislation governing occupational health and safety and fire safety. The contractor shall be fully liable for the health and safety of its workers or subcontractors during the performance of contracted works in accordance with legislation.

The contractor shall be liable for any damage incurred by anyone as a result of the omission of measures under this article. The contractor shall also be liable for any damage that it causes to third parties through the performance of its contractual obligations.

The contractor's obligations in occupational health and safety include the following in particular:

- organising the execution of works such that there is no threat to people's lives or health;
- ensuring that the works at the worksite are carried out by professionally qualified or experienced workers who hold health and disability insurance, are qualified in occupational health and safety, and use personal protective equipment;

- ensuring that all work means that will be used at the worksite are properly inspected and faultless, and that machinery and equipment used in the works do not leak mineral oil, do not release excessive amounts of exhaust gases, do not cause excessive noise and meet the requirements of applicable legislation;
- performing other obligations set out by regulations.

XV. OTHER PROVISIONS

Article 20

Any amendments to this contract shall be valid only if concluded in the form of a written addendum. Amendments to this contract shall only be permitted if Article 95 of the ZJN-3 is met. The contractor shall provide the contracting authority with all the information that the contracting authority requires to meet and explain the conditions referred to in this article.

Neither of the contracting parties may transfer this contract in full, or the individual rights deriving therefrom, to third parties without the prior written consent of the counterparty. In the event of a change in the contractor's status, the rights and obligations under this contract shall only be transferred to its legal successor with the contracting authority's prior written consent.

In the event that one or more of the provisions of this contract become invalid, unlawful or infeasible in any respect, such invalidity, unlawfulness or infeasibility shall not prejudice any other provision of this contract, and the invalid, unlawful or infeasible provisions shall be interpreted as if they were not part of this contract, and the contract shall be performed to the greatest possible extent in accordance with the original terms and purpose, until the contracting parties replace the provisions in the form of an addendum.

Article 21

The contracting parties shall attempt to resolve any disputes arising in connection with the performance of this contract amicably.

If the issue at dispute cannot be resolved amicably, either of the contracting parties may initiate dispute proceedings at the competent court in Ljubljana.

Slovenian law, in particular the Code of Obligations and the ZJN-3, shall apply to any issues not specifically regulated by this contract.

Article 22

This contract shall be concluded once it has been signed by both contracting parties, under the condition precedent that the contractor delivers a performance bond to the contracting authority within 10 days of signing the contract.

This contract shall enter into force when the contractor submits the documentation in accordance with the previous paragraph.

The contract shall remain in force until 31 August 2032.

Notwithstanding the expiry of the contract on the basis of the previous paragraph, the following provisions shall remain in effect until the purpose has been performed:

- the safeguarding of confidentiality under Articles 14 and 15 of this contract.

This contract is drawn up in two identical copies, one of which are received by each contracting party.

In the event that the contract is signed electronically, each contracting party shall receive only the electronically signed version of the contract, which shall be signed by both contracting parties.

CONTRACTOR:

Business name of contractor

First name and surname

Title

Signature:

Date:

CONTRACTING AUTHORITY:

BANKA SLOVENIJE

First name and surname

Title

Signature: make space for signature emblem

Date:

APPENDICES:

Appendix 1: Procurement documents

Appendix 2: Tender

Annex 3: Performance bond

Appendix 4: Sample statement of assurance

Appendix 5: Sample non-disclosure agreement

INSTRUCTIONS: *The form is confirmed by the responsible person of the tenderer by submission of the form. A form submitted electronically into the e-JN information system is considered dated and signed, and is thus binding on the tenderer in respect of the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.*

Appendix 4 to the contract:

STATEMENT OF ASSURANCE

FIRM:

1.

Pursuant to the Contract for preventive and corrective maintenance for BPS M7 M^{evo} banknote sorting systems of _____ concluded with Banka Slovenije, our firm is providing individual contracted works or services for it (hereinafter: **contracted works**).

2.¹⁰

The contracted works are expected to take place between _____ and _____, and will be performed for the firm by:

1. _____, EMŠO [national personal identification number]

2. _____, EMŠO [national personal identification number]

3. _____, EMŠO [national personal identification number]

4. _____, EMŠO [national personal identification number]

(hereinafter: **employees**).

3.

As the firm's statutory representative (hereinafter: the signatory), I hereby guarantee to Banka Slovenije, under criminal and material liability, that the information on employees is accurate, and as the signatory of this statement undertake at the same time that:

- I/we will use confidential information in the permitted extent solely for the performance of contractual obligations under this contract, and will not use it for my/our own purposes or for a third party or disclose it to third parties either during the performance of this contract or at any time after its expiry;
- in the event of the misappropriation of confidential information received by me/us, I/we will immediately inform the contracting authority's contact person of the incident;
- I/we will do nothing to endanger the availability or integrity of the resources of the contracting authority's information system by my/our actions or activities;
- I/we will, after performing the contracted works or upon the cessation of works at Banka Slovenije, immediately return all documents that I/we have used in my/our work and delete any copies of confidential information that I/we have stored with its consent outside its information system for the purposes of performing the contracted works;

¹⁰ In the case of a larger number of employees, the statement is adapted appropriately in this part.

- upon the signing of this statement I/we know of no grounds or circumstances that would admit any doubt as to the expertise or fitness of the employees (e.g. a criminal past, unlawful possession of arms, dependence on drugs or alcohol) who will perform the works;
- should I/we learn of any circumstances referred to in the previous indent, I/we undertake to inform Banka Slovenije immediately, and to immediately prevent the employee from performing any further work for it;
- I am/we are familiar with the regulations on the protection of personal data and confidential information;

in so doing, I am/we are aware that:

- persons learning of Banka Slovenije's confidential information are obliged to safeguard this information in accordance with Article 47 of the Bank of Slovenia Act (Official Gazette of the Republic of Slovenia, No. 72/06 [official consolidated version 1], with amendments);
- breaches of trade secrets constitute a breach of the Trade Secrets Act (Official Gazette of the Republic of Slovenia, No. 22/19, with amendments);
- the disclosure and unjustified acquisition of a trade secret constitute a criminal act under Article 236, the penetration of an information system constitutes a criminal act under Article 237 and the disclosure of classified information constitutes a criminal act under Article 260 of the Criminal Code of the Republic of Slovenia (Official Gazette of the Republic of Slovenia, No. 50/12 [official consolidated version 2], with amendments);
- damage incurred as a result of a breach of the obligation to safeguard confidential information can result in liability for damages on the part of the person committing the breach under the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 [official consolidated version 1], with amendments);
- I am/we are also obliged to safeguard confidential and classified information that I/we learn of in the course of my/our work in accordance with the Banking Act (Official Gazette of the Republic of Slovenia, No. 15/26, with amendments) and the Classified Information Act (Official Gazette of the Republic of Slovenia, No. 50/06 [official consolidated version 2], with amendments), and in my/our work I am / we are obliged to observe the Personal Data Protection Act (Official Gazette of the Republic of Slovenia, No. 163/22, with amendments) and the EU's General Data Protection Regulation (Regulation (EU) 2016/679);

and I expressly permit:

- the contracting authority, in exercising its rights in relation to this statement, to obtain personal data from controllers of personal data;
- the contracting authority to use this statement and the obligations assumed hereunder to protect its legitimate interests before a court.

Date _____

Statutory representative (*printed*): _____

Signature: _____

INSTRUCTIONS: By confirming the sample contract, the tenderer's responsible person also confirms this form. There is therefore no requirement to attach this form to the tender.

Appendix 5 to the contract:

NON-DISCLOSURE AGREEMENT

I, the undersigned _____, EMŠO [national personal identification number] _____ (hereinafter: **employee**) shall, pursuant to the Contract for preventive and corrective maintenance for BPS M7 Mevo banknote sorting systems of _____ concluded between Banka Slovenije and the contractor, perform individual contracted works or services (hereinafter: **contracted works**) for the contractor between _____ and _____.

In connection with the performance of the contracted works, as an employee I am required to or may learn of confidential information of various types (national, military, official, trade secrets) and levels of confidentiality (strictly confidential, restricted) that may include technical data, banking secrets, account numbers and other information and data with a designated type and level of confidentiality (hereinafter: **confidential information**), for which reason I declare that:

- I will use the confidential information in the permitted extent solely for the performance of contractual obligations under this contract, and will not use it for my own purposes or for a third party or disclose it to third parties either during the performance of the contract or at any time after its expiry;
- in the event of the misappropriation of confidential information received by us, I will immediately inform the contracting authority's contact person of the incident;
- I will do nothing to endanger the availability or integrity of the resources of the contracting authority's information system by my actions or activities;
- I will, after performing the contracted works or upon breaking from work at Banka Slovenije, immediately return all documents that I have used in my work and delete any copies of confidential information that I have stored with its consent outside its information system for the purposes of performing the contracted works;
- I am familiar with the regulations on the protection of personal data and confidential information;

in so doing I am aware that:

- persons learning of Banka Slovenije's confidential information are obliged to safeguard this information in accordance with Article 47 of the Bank of Slovenia Act (Official Gazette of the Republic of Slovenia, No. 72/06 [official consolidated version 1], with amendments);
- breaches of trade secrets constitute a breach of the Trade Secrets Act (Official Gazette of the Republic of Slovenia, No. 22/19);
- the disclosure and unjustified acquisition of a trade secret constitute a criminal act under Article 236, the penetration of an information system constitutes a criminal act under Article 237 and the disclosure of classified information constitutes a criminal act under Article 260 of the Criminal Code of the Republic of Slovenia (Official Gazette of the Republic of Slovenia, No. 50/12 [official consolidated version 2], with amendments);
- damage incurred as a result of a breach of the obligation to safeguard confidential information can result in liability for damages on the part of the person committing the breach under the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 [official consolidated version 1], with amendments);

- I am also obliged to safeguard confidential and classified information that I learn of in the course of my work in accordance with the Banking Act (Official Gazette of the Republic of Slovenia, No. 15/26, with amendments) and the Classified Information Act (Official Gazette of the Republic of Slovenia, No. 50/06 [official consolidated version 2], with amendments), and in my work I am obliged to observe the Personal Data Protection Act (Official Gazette of the Republic of Slovenia, No. 163/22) and the EU's General Data Protection Regulation (Regulation 2016/679);

and I expressly permit:

- the contracting authority, in exercising its rights in relation to this statement, to obtain personal data from controllers of personal data;
- the contracting authority to use this statement and the obligations assumed hereunder to protect its legitimate interests before a court.

Date _____

First name and surname of employee: _____

Signature: _____

INSTRUCTIONS: By confirming the sample contract, the tenderer's responsible person also confirms this form. There is therefore no requirement to attach this form to the tender.

Form 12: PRO FORMA INVOICE

Tenderer:

On the basis of the procedure to award the public service contract for:

- Preventive and corrective maintenance of a BPS M7 M^{evo} – 12SBN banknote sorting system with Nota Tracc and LVM modules from the effective date of the contract to 31 August 2032 (six years), and
- Preventive and corrective maintenance of a BPS M7 M^{evo} – 10LSBN backup banknote sorting system with Nota Tracc and LVM modules from the effective date of the contract to 31 August 2032 (six years),

conducted under an open procedure and published on the Public Procurement Portal and in the Official Journal of the European Union, we hereby submit the following

PRO FORMA INVOICE

			Price per year excluding VAT	Price per year including VAT	Price for 6 years excluding VAT	Price for 6 years including VAT
	Code	Subject	x	x+VAT	x*6	(x+VAT)*6
1	price _{BPS M7 - 12SBN}	Preventive and corrective maintenance of BPS M7 M ^{evo} – 12SBN banknote sorting system with Nota Tracc and LVM modules				
2.1	price _{BPS M7 - 10SBN-1}	Preventive and corrective maintenance of BPS M7 M ^{evo} – 10LSBN backup banknote sorting system with Nota Tracc and LVM modules for up to 500 hours per year inclusive (Transport-ON time)				
2.2	price _{BPS M7 - 10SBN-2}	Preventive and corrective maintenance of BPS M7 M ^{evo} – 10LSBN backup banknote sorting system with Nota Tracc and LVM modules for 500 to 1000 hours per year inclusive (Transport-ON time)				

2.3	price _{BPS M7 - 10LSBN-3}	Preventive and corrective maintenance of BPS M7 M ^{evo} – 10LSBN backup banknote sorting system with Nota Tracc and LVM modules for more than 1000 hours per year (Transport-ON time)				
-----	------------------------------------	--	--	--	--	--

Enter the appropriate figures for the criteria below:

M2.1: number of active service technicians certified by the manufacturer for servicing the BPS M7 sorting system who will regularly provide preventive and corrective maintenance: _____

M2.2: working experience of the service technicians on the BPS M7 sorting systems that are the subject of the maintenance

1. _____ - ____ years of working experience
(abbreviated name of service technician)
2. _____ - ____ years of working experience
(abbreviated name of service technician)
3. _____ - ____ years of working experience
(abbreviated name of service technician)

A tenderer who enters a zero as the price or fails to complete the item in the pro forma invoice is deemed to be providing the service free of charge. The tenderer may not amend the content of the pro forma invoice.

The **contract value** covers all costs (e.g. travel expenses, daily allowances) incurred by the tenderer in performing the public service contract for one year multiplied by the duration of the contract. The price also includes any discount offered and applicable taxes. The unit price may be modified in accordance with the contract for the performance of the public service contract.

The “Pro forma invoice” section may be submitted in pdf, Word or Excel format. Only one file may be attached. Any document attached to the “Pro forma invoice” section is visible in its entirety during the public opening of tenders, together with the tendered value.

INSTRUCTIONS: The form is to be completed by the tenderer's responsible person. A form submitted electronically into the e-JN information system is considered dated and signed, and is thus binding on the tenderer in respect of the contracting authority. A secure digital signature with qualified certification is equivalent to a physical signature.