

Project title: **Upgrading of national research infrastructures 2 (RIUM 2)**¹

Date: 25. 8. 2026

Reference: 302/1-RIUM2-FERI-8/26

PROCUREMENT DOCUMENTS FOR A PUBLIC SUPPLY CONTRACT UNDER AN OPEN PROCEDURE REFERENCED 302/1-RIUM2-FERI-8/26

CONTENTS:

The procurement documents comprise:

1. Instructions to tenderers for preparation of tender
2. ESPD
3. Tenderer's declaration of fulfilment of criteria
4. Subcontractor's declaration of fulfilment of criteria
5. **Authorisation of legal entity (for foreign legal entities)**
6. **Authorisation of natural person (for foreign natural persons)**
7. Declaration of legal entity
8. Declaration of natural person
9. Declaration on/details of the involvement of natural persons and legal entities in the ownership structure of the economic operator
10. Pro forma invoice (file: Predračun.xlsx)
11. Summary/breakdown of pro forma invoice (file: Povzetek_predračuna.docx)
12. Technical specifications
13. Appendix 2: Declaration of fulfilment of the contracting authority's minimum technical requirements and the specifications of the equipment offered in the tender
14. Written declaration of equipment manufacturer
15. List of references of economic operator
16. Confirmation of economic operator's reference
17. Sample contract
18. Performance bond (sample)
19. Warranty bond (sample)
20. Agreement on submission of joint tender (when the tenderer is acting in a joint tender)
21. Subcontractor's request and consent (when the tenderer is acting with subcontractors and they are requesting direct payments)
22. Declaration of awareness of condition precedent
23. Instructions for using the e-JN system: TENDERERS, accessible at: <https://ejn.gov.si/>

¹ The operation is co-financed by the Republic of Slovenia (via the Ministry of Education, Science and Youth) and the European Union (via the European Regional Development Fund). It is being conducted as part of Slovenia's EU Cohesion Policy Programme 2021–2027, within the scope of Policy Objective 1: A more competitive and smarter Europe by promoting innovative and smart economic transformation and regional ICT connectivity, Priority 1: Innovative knowledge-based society, Specific Objective RSO1.1: Developing and enhancing research and innovation capacities and the uptake of advanced technologies within the area of the strengthening of research capacities.

INSTRUCTIONS TO TENDERERS FOR PREPARATION OF TENDER

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1. CONTRACTING AUTHORITY

Name of contracting authority:	UNIVERSITY OF MARIBOR
Address:	Slomškov trg 15, 2000 Maribor, Slovenia
Tax number	SI 71674705
Registration number	5089638000
Contracting authority's statutory representative	Prof Dean Korošak, rector
Name of user and payer:	University of Maribor, Faculty of Electrical Engineering and Computer Science
Address:	Koroska cesta 46, 2000 Maribor, Slovenia
Tax number	SI 71674705
Registration number	5089638003
User's statutory representative	Prof. dr. Gorazd Štumberger, dean

The contracting authority (the user and payer in the public supply contract) hereby invites all interested tenderers to submit a tender in accordance with the requirements set out in the procurement documents.

2. METHOD OF FINANCING

REPUBLIC OF SLOVENIA
MINISTRY OF EDUCATION, SCIENCE
AND YOUTH



Co-funded by
the European Union

Project title: **Upgrading of national research infrastructures 2 (RIUM 2)**

The operation is co-financed by the Republic of Slovenia (via the Ministry of Education, Science and Youth) and the European Union (via the European Regional Development Fund). It is being conducted as part of Slovenia's EU Cohesion Policy Programme 2021–2027, within the scope of Policy Objective 1: A more competitive and smarter Europe by promoting innovative and smart economic transformation and regional ICT connectivity, Priority 1: Innovative knowledge-based society, Specific Objective RSO1.1: Developing and enhancing research and innovation capacities and the uptake of advanced technologies within the area of the strengthening of research capacities.

3. REFERENCE AND SUBJECT OF PUBLIC CONTRACT

Public contract reference number: 302/1-RIUM2-FERI-8/26

Subject of public supply contract: "Microgrid experimental system"

Brief description of subject of public contract: is the purchase of a microgrid experimental system, including transport and delivery, in accordance with the technical specifications.

Notice of inclusion of condition precedent:

The public supply contract will be awarded to the most economically advantageous tenderer, the contract for the subject of the public supply contract will be concluded with the selected tenderer under a condition precedent whereby on the basis of a decision to support issued by the management body the contracting authority (the user and payer) will conclude an agreement on the co-financing of the operation with the relevant ministry, by no later than one year after the contract award decision becomes final.

The contract shall only enter into force and begin implementation when the agreement on the co-financing of the operation enters into force. Until the condition precedent has been met, the contractor is not obliged to begin performance of the contractual obligations, and the contracting authority is not obliged to accept or pay for goods and services.

The contracting authority will require a declaration of awareness of the potential non-provision of (some) funding, whereby the public supply contract is only awarded to the supplier under a condition precedent if the contracting authority obtains the co-financer's funding, and the aforementioned condition does not constitute a commitment of any kind on the part of the contracting authority or the co-financer.

The contracting authority will inform the selected supplier of the acquisition of funding for co-financing the public supply contract from the Republic of Slovenia (via the Ministry of Education, Science and Youth) and the European Union (via the European Regional Development Fund) within 14 days.

Supporting document:

- **Form 20 Declaration of awareness of condition precedent**

The detailed specifications of the public supply contract, the deadlines for delivery and execution, and the other requirements are set out in the technical specifications, the sample contract, and these instructions to tenderers for preparation of tender.

Main CPV code:

- 31121110 Electrical converters

Additional CPV code:

- 31682210 Measuring instruments and control and monitoring equipment

4. METHOD OF AWARDING THE PUBLIC SUPPLY CONTRACT

An open procedure in accordance with Article 40 of the Public Procurement Act (Uradni list RS, Nos. 91/15, 14/18, 121/21, 10/22, 74/22 [constitutional court decision], 100/22 [ZNUZSZS], 28/23, 88/23 [ZOPNN-F] and 83/25 [ZOUL]; hereinafter: the ZJN-3) is being conducted to award the public supply contract.

It is a requirement that none of the grounds for exclusion stated in section 9.1.1 of these instructions is in place. The contracting authority's other requirements (selection criteria, requirements set out in other parts of the instructions for tenderers on preparation of tender) must be met by tenderers as stated in the conditions and requirements. The tender must cover all the tendered items of the public supply contract. The contracting authority (the user and payer) will not address tenders that relate to only part of the public supply contract and will define them as inadmissible, and will consequently exclude them from the awarding of the public supply contract.

The tenderer with whom it will conclude a contract will be selected by the contracting authority (the user and payer) on the basis of the conditions and criteria set out in the procurement documents.

5. TENDER SUBMISSION DEADLINE AND METHOD

Tenderers shall **submit their tenders to the e-JN information system** (hereinafter: e-JN system) at <https://ejn.gov.si> in accordance with Section 4 of the document entitled Instructions on using the e-JN information system: TENDERERS (hereinafter: Instructions for the use of e-JN), which are part of these procurement documents and are available at <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 that are already registered on the e-JN system should log into the application at the same address.

The user of a tenderer authorised to submit tenders in the e-JN system shall submit the tender by clicking on the "Submit" button. Upon submission of a tender, the e-JN system logs the user's identity and the time of tender submission. By submitting a tender, the user demonstrates and declares their intention to submit a binding tender on

behalf of the tenderer (Article 18 of the Code of Obligations²). Upon 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 submission deadline.

Tenders shall be deemed to have been submitted on time if the contracting authority receives them via the e-JN system (<https://ejn.gov.si>) **by 10 am on 30 September 2026**. A tender shall be deemed to have been submitted if it is designated as "SUBMITTED" in the e-JN system.

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

Tenders may no longer be submitted after the submission deadline has passed.

6. TIME AND PLACE OF OPENING OF TENDERS

The opening of tenders shall take place automatically in the e-JN system on **30 September 2026**, and shall commence online at **11.01 am** at <https://ejn.gov.si>.

The opening process shall take place with the e-JN system displaying the tenderer's details, the variants (if required or permitted) and the total tender value automatically at the time set for the public opening of tenders, and enabling access to the document that the tenderer uploads to the e-JN system under "Total tender value" in the "Pro forma invoice" section.

7. LEGAL BASIS

The contracting authority is conducting the contract award procedure on the basis of the applicable law and implementing regulations governing public procurement, and in accordance with the applicable laws governing the area of public finances and the area covering the subject of the public supply contract.

The public supply contract Microgrid experimental system is being performed as part of Slovenia's EU Cohesion Policy Programme 2021–2027, within the scope of Policy Objective 1: A more competitive and smarter Europe by promoting innovative and smart economic transformation and regional ICT connectivity, Priority 1: Innovative knowledge-based society, Specific Objective RSO1.1: Developing and enhancing research and innovation capacities and the uptake of advanced technologies within the area of the strengthening of research capacities.

8. BASIC RULES FOR ACCESS, NOTICES AND CLARIFICATIONS IN CONNECTION WITH PUBLIC SUPPLY CONTRACT DOCUMENTATION

8.1 ACCESS TO PUBLIC SUPPLY CONTRACT DOCUMENTATION

Tenderers may obtain the documentation for the public supply contract on the public procurement portal.

Access to the documentation is free of charge.

8.2 NOTICES AND CLARIFICATIONS IN CONNECTION WITH PUBLIC SUPPLY CONTRACT DOCUMENTATION

Communication with tenderers concerning questions relating to the content of the public supply contract and to the preparation of tenders will take place exclusively via the public procurement portal.

² *Code of Obligations (Uradni list RS, Nos. 97/07 [official consolidated version], 64/16 [constitutional court decision] and 20/18 [OROZ631])*

The contracting authority will deem a request for clarification of the procurement documents or any other request in connection with the public supply contract as timely if it is delivered on the public procurement portal by **10 am on 11 September 2026**, and the contracting authority will answer any questions posed by **14 September 2026 inclusive**.

The contracting authority will not respond to requests for clarification or other questions concerning the public supply contract submitted after that deadline.

The contracting authority may amend or supplement the procurement documents in accordance with Article 67 of the ZJN-3. The contracting authority will issue any such amendments or supplements in the form of addenda to the procurement documents. Any addendum to the procurement documents becomes an integral part of the procurement documents. Questions and answers published on the public procurement portal are also deemed part of the procurement documents.

9. QUALITATIVE SELECTION

9.1 DETERMINATION OF QUALIFICATIONS FOR CONTRACT AWARD PROCEDURE AND SUPPORTING DOCUMENTS (EVIDENCE)

An economic operator must meet all the criteria cited in this point or that proceed in detail from the requirements under an individual point.

Upon submission of a tender, the contracting authority (the user and payer) will accept the following in lieu of certificates issued by public authorities or third parties in accordance with Article 79 of the ZJN-3:

- an ESPD that constitutes a self-declaration, as preliminary evidence in connection with sections 9.1.1 and 9.1.2 of these instructions,
- a completed, signed and stamped Form 3 *Tenderer's declaration of fulfilment of criteria*, and
- a completed, signed and stamped Form 4 *Subcontractor's declaration of fulfilment of criteria (if the tenderer is acting with subcontractors or entities on whose capacity it is relying in accordance with Article 81 of the ZJN-3)*.

The ESPD and other forms provided by the economic operator must list all the information on the basis of which the contracting authority (the user and payer) will obtain certificates or other information from the national database, and must include the economic operator's consent for this evidence to be obtained by the contracting authority (the user and payer).

Before awarding the public contract, the contracting authority (the user and payer) will require the tenderer to whom it has decided to award the public supply contract to submit supporting documents (certificates, declarations) as evidence of the absence of grounds for exclusion referred to in section 9.1.1 of these instructions and of the fulfilment of the selection criteria referred to in sections 9.1.2 to 9.1.4 of these instructions. **The economic operator may also submit the evidence of the absence of grounds for exclusion under section 9.1.1 of these instructions and the evidence of fulfilment of the selection criteria under sections 9.1.2 to 9.1.4 of these instructions itself.** The contracting authority (the user and payer) reserves the right to verify the authenticity of the supporting documents with the signatory thereof.

The contracting authority (the user and payer) may call on tenderers at any time during the procedure to submit all supporting documents or parts thereof in connection with the statements in the ESPD.

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

Insofar as an economic operator is not established in the Republic of Slovenia (is established in another EU Member State or a third country, or is a natural person who is not a national of the Republic of Slovenia) and is unable to obtain and submit the required documents because the country in which the tenderer is established does not issue such documents (the economic operator / contracting authority (user and payer) is unable to access the national database in the other EU Member State or other country directly and free-of-charge), or if these documents do not encompass all cases referred to in section 9.1.1 (points 1 to 4), they may be replaced with a sworn statement or, if

this is not provided for in the country in which the tenderer is established, a statement from a particular legal entity or natural person (Form 5/c and Form 5/d) given before a competent court or administrative authority, notary-public or professional or trade organisation in this person's home country or in the country in which the tenderer is established.

Tenderers should take account of sections 11.3.2 (Joint tender), 11.3.3 (Tender with subcontractors) and 11.3.4 (Capacity of other entities) as necessary when preparing the tender.

9.1.1 Grounds for exclusion

1. **No final judgment has been pronounced against the economic operator or a person who is a member of the administrative, management or supervisory body of that economic operator, or who has powers of representation, decision or control therein, for criminal offences under the Criminal Code (Uradni list RS, Nos. 50/12, 6/16, 54/15, 38/16, 27/17, 23/20, 91/20, 95/21, 186/21, 105/22 and 16/23) cited in the first paragraph of Article 75 of the ZJN-3, or by a foreign court for comparable criminal offences.**

Where the economic operator is in the position referred to in the above paragraph, it may submit to the contracting authority (the user and payer), in accordance with the ninth paragraph of Article 75 of the ZJN-3 and no later than by the tender submission deadline, evidence that it has taken sufficient steps to demonstrate its reliability despite the existence of grounds for exclusion.

Supporting document:

- **ESPD, Part III: Exclusion grounds, Section A: Grounds relating to criminal convictions, completed by**
 - the tenderer,
 - all partners in a joint tender,
 - all subcontractors,
 - all entities on whose capacities the tenderer is relying in accordance with Article 81 of ZJN-3.
- **Form 5/c Declaration of legal entity³ - *in the case of a foreign legal entity: it must be given before a competent court or administrative authority, notary-public or professional or trade organisation in this person's home country or in the country in which the tenderer is established (if the economic operator does not cite the online address of the national database in the aforementioned Part III: Section A of the ESPD, or does not submit evidence from the national database or a sworn statement by the legal entity),***
- **Form 5/d Declaration of natural person⁴ - *in the case of a foreign natural person: it must be given before a competent court or administrative authority, notary-public or professional or trade organisation in this person's home country or in the country in which the tenderer is established (if the economic operator does not cite the online address of the national database in the aforementioned Part III: Section A of the ESPD, or does not submit evidence from the national database or a sworn statement by the natural person),***
- **authorisation for the contracting authority to obtain data from the criminal records of the Republic of Slovenia for legal entities and natural persons (Forms 5/a and 5/b) - in the case of verification for foreign legal entities natural persons.**

A completed ESPD form (Part III: Exclusion grounds, **Section A: Grounds related to criminal convictions**) is submitted for all economic operators in the tender. If your response in this case is YES, enter the details required by the ESPD in the corresponding fields. If you are making use of the corrective mechanism by answering the question "Have you taken steps to demonstrate your reliability (self-cleaning)?" with "Yes", please state the breaches and the measures demonstrating reliability despite the existence of exclusion grounds in the field "Please describe them".

The aforementioned forms must contain all the necessary data for the contracting authority to be able to verify the fulfilment of the criterion in question in official records.

³ Form 5/c Declaration of legal entity is completed by all economic operators participating in the tender.

⁴ Form 5/d Declaration of natural person is completed by all natural persons who serve as members of the administrative, management or supervisory body of the economic operator or who have powers of representation, decision or control therein.

Economic operators may also themselves submit **criminal record certificates for all economic operators and for all natural persons of these economic operators**. Certificates thus submitted may not be more than four months old on the tender submission deadline.

The contracting authority (the user and payer) reserves the right, within 90 days of the tender submission deadline, to obtain or verify information from the criminal records for the economic operator and for all persons who are members of the administrative, management or supervisory body of that economic operator.

2. **Economic operators are required to have settled mandatory levies or other financial non-tax liabilities in accordance with the law governing financial administration that are collected by the tax authority in accordance with the regulations of the country in which it is established, or the regulations of the contracting authority's country. An economic operator shall be deemed to have met the obligation referred to in the preceding sentence if outstanding past-due liabilities of EUR 50 or more are settled by the deadline for the submission of requests to participate or tenders. By the deadline for submission of requests to participate or tenders, an economic operator is required to have submitted all withholding tax returns for employment earnings for the period of five years prior to the deadline for the submission of the request to participate or tender.**

Supporting document:

- **ESPD, Part III: Grounds for exclusion, Section B: Grounds relating to the payment of taxes or social security contributions, completed by:**
 - the tenderer,
 - all partners in a joint tender,
 - all subcontractors,
 - all entities on whose capacities the tenderer is relying in accordance with Article 81 of ZJN-3.
 - **Form 5/c Declaration of legal entity** - *in the case of a foreign legal entity: it must be given before a competent court or administrative authority, notary-public or professional or trade organisation in this entity's home country or in the country in which the tenderer is established (if the economic operator does not cite the online address of the national database in the aforementioned Part III: Section B of the ESPD, or does not submit evidence from the national database or a sworn statement by the legal entity).*
3. **On the day of the tender submission deadline, the economic operator may not be listed in the register of economic operators on whom secondary sanctions of exclusion from procurement procedures have been imposed under point a) of the fourth paragraph of Article 75 of the ZJN-3.**

Supporting document:

- **ESPD, Part III: Exclusion grounds, Section D: Purely national exclusion grounds, completed by:**
 - the tenderer,
 - all partners in a joint tender,
 - all subcontractors,
 - all entities on whose capacities the tenderer is relying in accordance with Article 81 of ZJN-3.
 - **Form 5/c Declaration of legal entity** - *in the case of a foreign legal entity: it must be given before a competent court or administrative authority, notary-public or professional or trade organisation in this entity's home country or in the country in which the tenderer is established (if the economic operator does not cite the online address of the national database in the aforementioned Part III: Section D of the ESPD, or does not submit evidence from the national database or a sworn statement by the legal entity).*
4. **A fine has not been imposed on the economic operator on two or more occasions in the three years prior to the deadline for the submission of requests to participate or tenders by virtue of a final decision or multiple final decisions rendered by a competent authority of Slovenia, another European Union Member State or a third country for a breach in connection with remuneration for work, working time, rest periods or the performance of contract-based work despite the existence of elements of an employment relationship, or in connection with undeclared work.**

An economic operator that is in the position referred to in point b) of the fourth paragraph of Article 75 of the ZJN-3 may by no later than the tender submission deadline submit evidence to the contracting authority (the user and payer) that it has taken sufficient measures to be able to prove its reliability despite the existence of the grounds for exclusion.

Supporting document:

- **ESPD**, Part III: Exclusion grounds, Section D: Purely national exclusion grounds, completed by:
 - the tenderer,
 - all partners in a joint tender,
 - all subcontractors,
 - all entities on whose capacities the tenderer is relying in accordance with Article 81 of ZJN-3.
- **Form 5/c Declaration of legal entity** - *in the case of a foreign legal entity: it must be given before a competent court or administrative authority, notary-public or professional or trade organisation in this entity's home country or in the country in which the tenderer is established (if the economic operator does not cite the online address of the national database in the aforementioned Part III: Section D of the ESPD, or does not submit evidence from the national database or a sworn statement by the legal entity).*

If your response in this case is YES and you are making use of the corrective mechanism, please cite the breaches and the measures that demonstrate your reliability despite the existence of grounds for exclusion in a self-declaration, and attach it to the tender.

In accordance with the eighth paragraph of Article 75 of the ZJN-3, the contracting authority (the user or payer) shall exclude an economic operator from the public procurement procedure at any time in the procedure if it is proven to be in one of the situations referred to in section 9.1.1. of these instructions to tenderers with regard to acts or omissions either before or during the public procurement procedure.

5. In accordance with Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (OJ L 229, 31.7.2014, p. 1), last amended by Council Regulation (EU) 2024/745 of 23 February 2024 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (OJ L 2024/745, 23.2.2024), the economic operator may not be:
- a Russian national, or a natural person, legal entity, operator or body established in Russia,
 - a legal entity, operator or body in which more than 50% of the proprietary rights are directly or indirectly owned by an entity referred to in the preceding indent; or
 - a natural person or legal entity, operator or body acting on behalf or at the direction of an entity referred to in the preceding two indents.

This condition must be met by:

- the tenderer,
- all partners in a joint tender,
- all subcontractors who account for more than 10% of the contract value,
- all entities on whose capacities the tenderer is relying in accordance with Article 81 of ZJN-3.

Supporting document:

- **Form 5/c Declaration of legal entity,**
- **Form 5/d Declaration of natural person.**

Pursuant to Article 1h(1) of Council Decision (CFSP) 2022/578 of 8 April 2022 amending Decision 2014/512/CFSP concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, the contracting authority (the user and payer) shall exclude an economic operator from participating in the procurement procedure, at any time during the procedure, if it is established that, prior to or during the procurement procedure, any of the grounds for exclusion existed in respect of the economic operator.

9.1.2 Selection criteria regarding suitability to pursue the professional activity

1. An economic operator must be enrolled in a professional or trade register maintained in the Member State in which the economic operator is established. A list of professional and trade registers in EU Member States is provided in Annex XI to Directive 2014/24/EU.

Supporting document:

- **ESPD** (Part IV: Selection criteria, Section A: Suitability, Enrolment in a relevant professional register or Enrolment in a trade register), completed by (enter the name of the register in the Reasons* field):
 - the tenderer,
 - all partners in a joint tender,
 - all subcontractors,
 - all entities on whose capacities the tenderer is relying in accordance with Article 81 of ZJN-3.

The ESPD must contain all the necessary information to allow the contracting authority (the user and payer) to verify compliance with the relevant criterion in official records. If this verification cannot be made free-of-charge, the contracting authority (the user and payer) may request copies of the supporting documents for verification of the relevant criterion from the tenderer / economic operator.

Tenders by tenderers established outside the Republic of Slovenia:

It is preferable for tenderers established outside the Republic of Slovenia to submit the relevant supporting documents for enrolment in a relevant register when submitting the tender; otherwise this is done at the contracting authority's request.

9.1.3 Selection criteria regarding technical and professional ability

1. In the **5** (five) years immediately before the tender submission deadline, the tenderer completed at least **1** (one) project(s) of the same type. The contracting authority (the user and payer) shall recognise as a project of the same type any project involving the supply of **modular converters** in a total supply contract value of at least **100.000,00** EUR excluding VAT.

Economic operators in a tender (the tenderer, a partner in a joint tender) may meet this criterion collectively.

Supporting document:

- **Form 12 List of economic operator's references**
- **Form 13 Confirmation of economic operator's reference**

The tenderer submits Form 12 List of economic operator's references when submitting the tender.

It is preferable for the tenderer, when submitting the tender, to also submit Form 13 Confirmation of economic operator's reference completed, signed and stamped by the reference contracting authority or authorities; otherwise the contracting authority (the user and payer) shall request it while reviewing the tenders from a tenderer to whom it intends to award the public supply contract. The contracting authority (the user and payer) reserves the right to obtain a reference from the reference contracting authority itself.

The reference projects may be executed at the same contracting authority or different contracting authorities.

A contracting authority (entity confirming the reference) that confirms a reference certificate for the works performed must be a third legal entity, which means that the tenderer may not confirm the certificate for itself or for a supplier in a joint tender; otherwise the reference will not be recognised.

The contracting authority (the user and payer) reserves the right to request the submission of additional supporting documents from the tenderer during the phase of the review of tenders.

2. The tenderer must provide fault maintenance on hardware and software while the public supply contract is in force, and for the duration of the warranty period. The tenderer is also required to ensure the supply of original spare parts for the subject of the public supply contract.

Economic operators in a tender may meet this criterion collectively.

Supporting document:

- **Form 3 Tenderer's declaration of fulfilment of criteria**, completed by:
 - the tenderer / the partners in a joint tender,
 - **Form 4 Subcontractor's declaration of fulfilment of criteria** (*when the tenderer is acting with a subcontractor, or when it is relying on another entity and only meets the criterion in conjunction therewith*).
3. **When the tenderer is not itself the equipment manufacturer**, it must have established business relationships with the manufacturers of the equipment for the public supply contract to ensure the performance of the public supply contract at the requisite service level. The tenderer must:
 - a) hold the manufacturer's support for the sale of the technology/equipment being offered in the tender, including through the application of terms and conditions of supply, warranties, and warranty terms and conditions;
 - b) have the manufacturer's confirmation that it is aware of the tenderer's intention to take part in the contract award procedure, which also includes the repair of the aforementioned manufacturer's equipment under warranty, and a declaration that if the tenderer is selected in the contract award procedure, it will conclude an agreement with it on technical support and on the supply of all patches and all versions of the integrated software with the same functionality for the duration of the warranty period set out in the technical specifications, if an agreement of this type has not yet been concluded;
 - c) have concluded agreements with the manufacturer of the tendered equipment that cover all the technologies and all the equipment required for the performance of the public supply contract;
 - d) during the tender submission period, for the duration of the public supply contract, and for the duration of the warranty period, be regarded by the equipment manufacturer as having a level of competence and qualifications such as to enable it to integrate, service, maintain, repair under warranty and operate the tendered equipment to a high standard of quality and under the conditions set forth in the sample contract (response times, rectification of faults, delivery deadline, etc.);
 - e) when a contract is signed with the contracting authority, have concluded agreements with the equipment manufacturers for technical support, and for the delivery of all patches and all versions of the integrated software with the same functionality for the duration of the warranty period;
 - f) hold the manufacturer's support for the servicing and repair under warranty of the tendered technology and equipment, including the supply of spare parts;
 - g) hold a specialisation from the equipment manufacturer for the configuration, sale, servicing and repair under warranty of the equipment that is the subject of the public supply contract.

When the tenderer is not itself the equipment manufacturer, the contracting authority shall require a declaration by the equipment manufacturer - (Form 11 Written declaration of equipment manufacturer).

Economic operators in a tender may meet this criterion collectively.

Supporting document:

- **Form 3 Tenderer's declaration of fulfilment of criteria**,
- **Form 4 Subcontractor's declaration of fulfilment of criteria** (*when the tenderer is acting with a subcontractor, or when it is relying on another entity and only meets the criterion in conjunction therewith*),
- **Form 11 Written declaration of equipment manufacturer** (*when the tenderer is not itself the equipment manufacturer*).

The contracting authority (the user and payer) shall call on the tenderer to whom it intends to award the public supply contract (when the tenderer is not itself the equipment manufacturer) to submit Form 11 *Written declaration of equipment manufacturer*, completed, signed and stamped by the equipment manufacturer, declaring that it meets the criterion under this point of the instructions.

It is preferable for a tenderer who is not itself the equipment manufacturer to submit the aforementioned declaration when submitting the tender; otherwise the contracting authority shall request the tenderer to whom it intends to award the public supply contract to do so during the review of tenders.

4. The tenderer must have put in place a system for its own technical support for the duration of the public supply contract and the duration of the warranty period, which must grant the contracting authority / equipment user the following functionalities (by phone during normal working hours and online via the web app or on demand via email):
 - a) the reporting of an equipment fault with recording of the time of the report;
 - b) the possibility of monitoring the resolution of ongoing work tasks from the moment of the report of an equipment fault until the closure of the case;
 - c) the possibility of entering notes and/or information in ongoing work tasks;
 - d) the possibility of permanently viewing all work tasks, including completed tasks;
 - e) access (for the tenderer or the contracting authority / user) to the manufacturer's technical support centre for all equipment that is the subject of the public supply contract, and the possibility of monitoring any of the tenderer's communications with the manufacturer's technical support centre.

Economic operators in a tender may meet this criterion collectively.

Supporting document:

- **Form 3 Tenderer's declaration of fulfilment of criteria**,
 - **Form 4 Subcontractor's declaration of fulfilment of criteria** (*when the tenderer is acting with subcontractors, or when it is relying on other entities in accordance with Article 81 of the ZIN-3*).
5. The tenderer shall provide trained personnel to provide training on the equipment that is the subject of the public supply contract in accordance with the contracting authority's requirements.

Economic operators in a tender may meet this criterion collectively.

Supporting document:

- Completed **Form 3 Tenderer's declaration of fulfilment of criteria**,
 - Completed **Form 4 Subcontractor's declaration of fulfilment of criteria** (*when the tenderer is acting with subcontractors, or when it is relying on other entities in accordance with Article 81 of the ZIN-3*).
6. The tenderer meets the requirements for repairs under warranty set out in the technical specifications / sample contract for the subject of the public supply contract.

Economic operators in a tender may meet this criterion collectively.

Supporting document:

- **Form 3 Tenderer's declaration of fulfilment of criteria**,
 - **Form 4 Subcontractor's declaration of fulfilment of criteria**, completed by the subcontractor (*when the tenderer is acting with a subcontractor and only meets the criterion in concert therewith*).
7. The tenderer accepts the delivery deadline as proceeds from the procurement documents.

Economic operators in a tender (the tenderer, a partner in a joint tender) may meet this criterion collectively.

Supporting document:

- **Form 3 Tenderer's declaration of fulfilment of criteria.**

9.1.4 Other criteria

1. 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 (Uradni list RS, Nos. 69/11 [official consolidated version], 158/20, 3/22 [ZDeb] and 16/23 [ZZPri]; hereinafter the ZIntPK), and has not been prohibited from transacting with the contracting authority on the basis of that article.

Supporting document:

- **Form 3 Tenderer's declaration of fulfilment of criteria**, completed by:
 - the tenderer
 - all partners in a joint tender (*when the tenderers are acting in a joint tender*)
- **Form 4 Subcontractor's declaration of fulfilment of criteria** (when the tenderer is acting with subcontractors / other entities), completed by:
 - all subcontractors,
 - other entities on whose capacities the tenderer is relying in accordance with Article 81 of ZJN-3.

10. CRITERIA

The criterion for selection of the most advantageous tenderer is the most economically advantageous tender as determined on the basis of the lowest tender price for the entire quantity in euros excluding VAT.

If two or more tenderers are offer the same tender price for the entire quantity (in euros excluding VAT), the tenderer that submitted their tender first (according to when the tender was received by the e-JN information system) shall be selected.

11. TENDER

11.1 TENDER DOCUMENTATION

The tender documentation comprises the following documents:

1. A completed Form 2 **ESPD** for all economic operators in the tender **in xml format for the tenderer / partner in a joint tender or in pdf format for subcontractors and other participants in the tender**;
2. A completed, signed and stamped Form 3 **Tenderer's declaration of fulfilment of criteria**;
3. A completed, signed and stamped Form 4 **Subcontractor's declaration of fulfilment of criteria** (*when the tenderer is acting with subcontractors*);
4. **Completed, signed and stamped Forms 5/a and 5/b Authorisation to obtain information from the criminal records of legal entities and natural persons - (*in the case of foreign legal entities / natural persons*)**;
5. A completed, signed and stamped Form 5/c **Declaration of legal entity**;
6. A completed, signed and stamped Form 5/d **Declaration of natural person**;
7. A completed, signed and stamped Form 6 **Declaration on the involvement of natural persons and legal entities in the ownership structure of the economic operator** - *preferably when the tender is submitted, otherwise at the contracting authority's request*;
8. A completed Form 7 **Pro forma invoice** **in xlsx format** or a completed, signed and stamped **pdf format**;
9. A completed, signed and stamped Form 8 **Summary/breakdown of pro forma invoice** - **in pdf format**;
10. A completed, signed and stamped Form 10 **Appendix 2: Declaration of fulfilment of the contracting authority's minimum technical requirements and the specifications of the equipment offered in the tender**;
11. A completed, signed and stamped Form 11 **Written declaration of equipment manufacturer** - when the tenderer is not itself the equipment manufacturer – *preferably when the tender is submitted, otherwise the*

contracting authority will require the tenderer to whom it intends to award the public supply contract to do so during the review of the tenders;

12. A completed, signed and stamped Form 12 **List of economic operator's references**;
13. A completed Form 13 **Confirmation of economic operator's reference** signed and stamped by the reference contracting authority - *preferably when the tender is submitted, otherwise at the contracting authority's request*;
14. Form 17 **Agreement to submit a joint tender** - when the tender is being submitted by a group of tenderers,
15. A completed, signed and stamped Form 18 **Subcontractor's request and consent** - *when the tenderer is acting with subcontractors and they are requesting direct payments*,
16. Form 20 **Declaration of awareness of condition precedent**,
17. **Evidence of fulfilment of requirements from technical specifications** (*if active online links are not cited*).

The tenderer shall attach the documents referred to in this point to the tender.

Tenderers shall submit the documents cited under this point in the tender to meet the requirements (grounds for exclusion and selection criteria).

Tenderers shall guarantee, under criminal and material liability, that all information and documents submitted in their tender are true and accurate, and that the documents attached correspond to their originals. Otherwise tenderers shall be liable to the contracting authority (the user and payer) for any damage incurred thereby.

After reviewing the tenders, the contracting authority (the user and payer) shall call on the tenderer that submitted the most economically advantageous tender to submit the supporting documents cited under each criterion or ground for exclusion.

Tenderers shall complete all empty fields and contents in the required forms envisaged for the entry of information by tenderers.

When submitting a tender and meeting the requirements of the contracting authority (the user and payer), tenderers shall take account of all applicable Slovenian legislation.

11.2 PREPARATION OF TENDER

11.2.1 Evidence of fulfilment of requirements under the technical specifications

The subject of the tender must meet all of the minimum technical requirements cited in the technical specifications, which are an integral part of this documentation. **By completing Form 7 Pro forma invoice and Form 10 Appendix 2: Declaration of fulfilment of the contracting authority's minimum technical requirements and the specifications of the equipment offered in the tender**, the tenderer declares and confirms that the subject of the tender fully meets the requirements of the technical specifications of the public supply contract, and that it will perform the contractual obligations in accordance with the deadlines set out in the procurement documents.

In accordance with the instructions in Form 10 Appendix 2: **Declaration of fulfilment of the contracting authority's minimum technical requirements and the specifications of the equipment offered in the tender**, the tenderer shall state the name of the attached supporting document in the form. The tenderer may also provide an active link to the equipment manufacturer's website containing the relevant technical specifications.

Supporting document:

- **Form 7 Pro forma invoice**
- **Form 10 Appendix 2: Declaration of fulfilment of the contracting authority's minimum technical requirements and the specifications of the equipment offered in the tender**
- **Evidence of the fulfilment of the minimum technical requirements under the technical specifications (or active link to website)**

All the documents under this section shall be submitted by the tenderer when submitting the tender, as it is a matter of meeting the technical specifications.

11.2.2 ESPD for all economic operators

The **ESPD** form is an official declaration by an economic operator that there are no grounds for its exclusion and that it meets the selection criteria. It also provides the relevant information required by the contracting authority (the user and payer). The ESPD also includes an official statement that the economic operator will be able to submit supporting documents upon request and without delay in order to prove that there are no grounds for its exclusion and that it meets the selection criteria.

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

The economic operator shall download the contracting authority's ESPD form (XML file) on the eJN portal (<https://ejn.gov.si/espd/>), entering the required information directly therein.

A completed ESPD must be attached to the tender for all **economic operators participating in the tender in any manner (the tenderer, participating tenderers in the case of a joint tender, subcontractors, and economic operators on whose capacities the tenderer is relying)**.

The tenderer or the lead tenderer in the case of a joint tender shall download the contracting authority's ESPD (XML file) on the e-JN portal <https://ejn.gov.si/espd>, entering the required information directly therein. Tenderers that submit a tender in the e-JN system shall upload their own ESPD form with the required information to the "ESPD – Tenderer" section and the ESPD forms of other participants to the "ESPD – Other Participants" section.

Tenderers that submit a tender in the e-JN system shall upload their electronically signed ESPD in xml format or an unsigned ESPD in xml format, where in the latter case the form is deemed to be signed in accordance with the general terms and conditions for using the e-JN system, despite not being electronically signed.

All other economic operators participating in the tender (participating tenderers in the case of a joint tender, subcontractors, and other entities on whose capacity the tenderer is relying) **shall submit ESPD forms as signed scans in pdf format or electronically signed in xml format**. The presumption under the general terms and conditions does not apply to them, in that they are not registered in the e-JN information system, and a legally binding document that has the same validity as a signed document cannot be deemed to have been submitted if an unsigned ESPD is being submitted.

11.2.3 Pro forma invoice (file: Predracun.xlsx) and Summary/breakdown of pro forma invoice

In **Form 7 Pro forma invoice** the tenderer must offer all tendered items, having regard for the technical specifications that are part of the procurement documents.

The tenderer must complete all items in **Form 7 Pro forma invoice** to two decimal places.

The tenderer must complete all items in the pro forma invoice. If the tenderer fails to enter a price for a specific item, it shall be deemed that the item in question is not being offered and therefore that the tenderer does not meet all of the contracting authority's requirements under the documentation, for which reason the contracting authority shall reject the tender as inadmissible. If the tenderer enters a price of zero in a particular item, it is deemed to be offering the item free-of-charge.

The tenderer may not amend the content of the pro forma invoice. If it does so, the contracting authority (the user and payer) shall reject the tender as inadmissible.

Foreign tenderers: foreign tenderers should not complete column G in Form 7 Pro forma invoice (VAT rate). The contracting authority (the user and payer) will pay VAT in accordance with applicable legislation.

The tendered price is expressed in euros and must include all discounts and costs (delivery and integration of the equipment into the premises, labour costs, any discounts, configuration, installation and startup of equipment, insurance, waste packaging removal costs, haulage, transport and customs costs, education and training costs, travel expenses, and all other potential costs relating to the performance of the public supply contract or proceeding in detail from the technical specifications for a particular lot).

If the contracting authority (the user and payer) finds obvious calculation errors when reviewing and evaluating the tenders, it shall act in accordance with the seventh paragraph of Article 89 of the ZJN-3.

In accordance with the above requirements, the tenderer shall also complete Form 8 **Summary/breakdown of pro forma invoice**.

Foreign tenderers: foreign tenderers should not complete the columns of "VAT amount" and "tendered price (in euros including VAT)" in Form 8 Summary/breakdown of pro forma invoice, but solely the "tendered price (in euros excluding VAT)" column.

The tenderer shall enter the total tender amount, net of tax, in euros and the amount of tax in euros in the dedicated fields under the "Total tender value" section in the e-JN system (**foreign tenderers: 0.00**). The amount including tax in euros is calculated automatically. The completed Form 8 Summary/breakdown of pro forma invoice in **pdf format** is uploaded to the *Pro forma invoice* subsection, and the Form 7 Pro forma invoice is uploaded to the *Other attachments* subsection of the *Documents* section in **xlsx format** or in **pdf format**. The *Total tender value* entered in the same section and the document uploaded as a pro forma invoice to the *Pro forma invoice* subsection will be displayed and made available at the public opening of tenders.

In the event of discrepancies between the information indicated in the *Total tender price* section, the information in the Summary/breakdown of pro forma invoice uploaded to the *Total tender price* section (*Pro forma invoice* subsection) and the entire Pro forma invoice uploaded to the *Documents* section (*Other attachments* subsection), the information in the Pro forma invoice document submitted to the *Documents* section (*Other attachments* subsection) is deemed to be valid.

11.2.4 Performance bond

Within 30 days of receiving written notice from the contracting authority of the fulfilment of the condition precedent / *the signing of the contract (*contracting authority's note: the contracting authority will include the condition precedent in the contract, if the agreement on the co-financing of the operation has not been signed by the conclusion of the contract), the selected tenderer must submit a performance bond* (bank guarantee or suretyship insurance) in the amount of 10% of the total contract value (in euros including VAT). The performance bond must be unconditional and payable at first demand, and must be valid for at least 30 days after delivery and the signing of the handover record.

The submission of a performance bond is a **condition for the validity of the contract**.

The performance bond is submitted in line with the sample in the procurement documents (**Form 15**).

The currency used in the performance bond must be the same as the currency of the public supply contract. The performance bond 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 bond.

Supporting document:

- **Form 3 Tenderer's declaration of fulfilment of criteria.**

The contracting authority (University of Maribor, of Slomškov trg 15, 2000 Maribor) has the right to redeem the performance bond if:

- the selected tenderer fails to commence the performance of its contractual obligations in accordance with the provisions of the contract,
- the selected tenderer fails to perform its contractual obligations in accordance with the provisions of the contract,

- the selected tenderer fails to perform its contractual obligations on time and correctly in accordance with the provisions of the contract,
- the selected tenderer fails to provide for the payment of a contractual penalty or the difference between the contractual penalty paid and the costs and damage incurred in the manner set out in the sample contract,
- the selected tenderer ceases to perform its contractual obligations in accordance with the provisions of the contract,
- the contract is rescinded.

If while the contract is in force changes are made to the deadline for the execution of the project, the type of service, the quality or the quantity, the selected tenderer must also modify the performance bond as appropriate and extend its validity.

The performance bond must contain a provision clearly stating that the bond is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 revision, OPR 758, and must contain a provision (clause) stating that there is no need to attach any document to the demand for payment other than the declaration.

The contracting authority (University of Maribor, of Slomškov trg 15, 2000 Maribor) may redeem the performance bond without prior notice.

11.2.5 Warranty bond

Within **15 days of delivery and the signing of the handover record**, the selected tenderer must submit a warranty bond (bank guarantee or suretyship insurance) in the amount of 5% of the total contract value (in euros including VAT). The bond must be unconditional and payable at first demand.

The expiry date of the warranty bond must be 30 days after the end of the general warranty period cited in the technical specifications. Should the selected tenderer fail to submit the warranty bond on time (or fail to submit it at all), the contracting authority (the user and payer) has the right to redeem any existing financial collateral at its disposal.

If the warranty period is extended, the period of validity of the warranty bond must be extended by the same amount of time.

The warranty bond is submitted in line with the sample in the procurement documents (**Form 16**).

The currency used in the warranty bond must be the same as the currency of the public supply contract. The warranty bond 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 bond.

Supporting document:

- **Form 3 Tenderer's declaration of fulfilment of criteria.**

The contracting authority (University of Maribor, of Slomškov trg 15, 2000 Maribor) has the right to redeem the warranty bond if the selected tenderer fails to perform its warranty obligations by the deadlines and in the manner defined in the contract.

The warranty bond must contain a provision clearly stating that the bond is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 revision, OPR 758, and must contain a provision (clause) stating that there is no need to attach any document to the demand for payment other than the declaration.

11.3 OTHER PROVISIONS FOR PREPARATION OF TENDER

11.3.1 Review of documentation

Before submitting a tender, tenderers must comprehensively review the procurement documents, and make any comments regarding the content in the manner envisaged in these instructions to tenderers. By submitting a tender, tenderers irrevocably confirm that they have comprehensively reviewed the aforementioned documents, and give their consent thereto.

11.3.2 Joint tender

When a group of tenderers is submitting a joint tender, each tenderer/partner in the joint tender must meet all the criteria set out in sections 9.1.1, 9.1.2 and 9.1.4.

All partners in the joint tender must complete an **ESPD** form individually, citing all the required information therein. The selection criteria stated in section 9.1.3 may be met collectively by the partners in a joint tender.

Form 7 Pro forma invoice shall be submitted collectively by all the tenderers acting in a joint tender (i.e. a single form signed by at least one of the tenderers acting in the joint tender). The financial collateral (bonds) may be submitted either by one of the joint tenderers alone, or by each tenderer separately. When the bonds are submitted by each of the tenderers separately, the amounts of the collateral must sum at least to the required amount.

In the case of a joint tender, the tenderers must submit an **agreement on submission of joint tender** (in accordance with Form 17).

If such a group of tenderers is selected to perform the public supply contract, the contracting authority (the user and payer) reserves the right to request an act on joint performance of the contract (e.g. a cooperation agreement) stating precisely the tasks and responsibilities that will be assumed by each of the tenderers for performance of the contract. The tenderers shall bear unlimited joint and several liability to the contracting authority (the user and payer).

11.3.3 Tender with subcontractors

When the tenderer will work with subcontractors in the performance of the public supply contract, it must cite all the proposed subcontractors in the **ESPD** form and in **Form 3 Tenderer's declaration of fulfilment of criteria**. The tenderer must also attach completed, signed and stamped ESPD forms [in pdf format](#) to the tender for each subcontractor participating in the public supply contract.

The tenderer must also attach a completed **Form 4 Subcontractor's declaration of fulfilment of criteria** to the tender for each subcontractor participating in the public supply contract.

Should grounds for exclusion exist in respect of a subcontractor or should a subcontractor fail to meet the relevant selection criteria set out in section 9.1 of these instructions to tenderers, the contracting authority (the user and payer) shall reject the subcontractor and request their replacement.

Like the tenderer, subcontractors must meet all the criteria cited in sections 9.1.1, 9.1.2 and 9.1.4 of these instructions to tenderers.

The selection criteria cited in section 9.1.3 (from point 2 to point 6 inclusive) may be met collectively by tenderers in concert with a subcontractor or subcontractors.

For each subcontractor the tenderer must submit the same supporting documents on the fulfilment of the criteria referred to in the previous sentence that the tenderer is required to submit for itself, except for criteria that envisage the submission of supporting documents by the subcontractor.

If the tenderer will perform the public supply contract with subcontractors, it must:

- cite all subcontractors, the contact details and statutory representatives of the proposed subcontractors, and each part of the public supply contract that it intends to outsource to subcontractors (**Form 3 Tenderer's declaration of fulfilment of criteria** completed precisely with regard to subcontractors);
- submit the **ESPD forms of these subcontractors** in accordance with Article 79 of the ZJN;
- submit **Form 4 Subcontractor's declaration of fulfilment of criteria** for each subcontractor; and
- submit a completed **Form 18 Subcontractor's request and consent for subcontractors who are requesting direct payment**.

During the performance of the public supply contract, the selected tenderer (hereinafter: the main contractor) must notify the contracting authority (the user and payer) of any changes to the information referred to in the previous paragraph, and send the information on the new subcontractors that it plans to include subsequently in the performance of the contract by no later than five days after the change. When including new subcontractors, the main

contractor must also deliver with the notification the information and documents referred to in the first, second, third and fourth indents of the previous paragraph.

The contracting authority (the user and payer) shall reject any subsequently nominated subcontractor if:

- there are grounds for excluding them under section 9.1.1 of these procurement documents and their replacement is required,
- this could affect the smooth execution or completion of the works,
- the new subcontractor fails to meet the criteria in connection with the award of the public supply contract.

When a subcontractor requires direct payment, direct payment to the subcontractor is deemed mandatory, whereby the obligation is binding on both the contracting authority (the user and payer) and the main contractor. When the tenderer intends to perform the public supply contract with a subcontractor requiring direct payment:

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

For nominated subcontractors who 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 (the user and payer) shall submit a proposal to the National Review Commission to initiate the misdemeanours proceedings referred to in point 2 of the first paragraph of Article 112 of the ZJN-3.

The selected tenderer shall bear full liability for the performance of the public supply contract in respect of the contracting authority (the user and payer).

11.3.4 Utilisation of capacities of other entities

With regard to the 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.

If an economic operator wishes to rely on the capacities of other entities, it must prove to the contracting authority (the user and payer) 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 instructions to tenderers as proceeds from the individual point, 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.

When the tenderer is relying on the capacity of other entities, they must meet the selection criteria as stated in the individual section or criterion, and must complete an **ESPD** form and **Form 4 Subcontractor's declaration of fulfilment of criteria**.

11.3.5 Variant tenders

Variant tenders are not admissible.

11.3.6 Language of tender

Note: This section should be adjusted according to whether the documentation is also available in a foreign language.

The procurement procedure is conducted in the Slovenian language.

The contracting authority (the user and payer) has drawn up the documentation in Slovenian (original) and an English translation.

In accordance with Article 36 of the ZJN-3 the contracting authority (the user and payer) allows tenders and other documentation relating thereto to be submitted in full or in part in English, particularly those parts of the documentation relating to technical properties, quality and technical documentation, whereby the contracting authority (the user and payer) reserves the right to call on a tenderer to submit a Slovenian translation for a part submitted in English insofar as it believes that this is necessary for the review and evaluation of the tenders, setting an appropriate deadline in so doing. The translation costs are borne by the tenderer. Any evidence (solely) from relevant institutions (solely) in connection with grounds for exclusion may also be submitted by the tenderer in the original language of the tenderer's home country, whereby the contracting authority (the user and payer) reserves the right to call on the tenderer for a Slovenian translation, setting an appropriate deadline in so doing. The translation costs are borne by the tenderer.

Any questions in connection with the documentation may be posted on the public procurement portal in Slovenian or English, and the contracting authority (the user and payer) will draft answers in Slovenian and English.

In the event of any discrepancy between the Slovenian and English versions of these procurement documents, the Slovenian version (the original) shall take precedence. The contracting authority (the user and payer) is providing an English translation with the aim of promoting competition between tenderers, and as an aid for foreign tenderers.

11.3.7 Validity of tender

The tender must be valid for at least 120 days from the tender submission deadline, with the option of extending that period at the request of the contracting authority.

In exceptional cases the contracting authority may require tenderers to extend the validity of their tenders for a specified additional period.

11.3.8 Costs of tender

All costs in connection with preparing and submitting the tender are borne by the tenderer.

11.3.9 Anti-corruption clause

During the contract award procedure, the contracting authority (the user and payer) and the tenderers may not engage in or perform acts that would determine the selection of a particular tender in advance, or would cause the contract not to enter into force or not be performed.

No manner of lobbying whatsoever is permitted during contract award procedures.

11.3.10 Preparation and submission of tenders in e-JN system

Tenderers submit their tender documents as follows: after registering/logging into the e-JN system at <https://ejn.gov.si>, the tenderer selects the *Participate in the public contract* option for the public supply contract. This opens the page from which the tender may then be prepared. After entering the information and documents, the tenderer saves the information and documentation in the system and submits them by clicking the *Submit tender* button, which opens a window in which the economic operator submitting the tender confirms that it is familiar with the general terms and conditions and accepts them, and then submits the tender by clicking the *Submit tender* button.

If the electronic means of communication that the contracting authority (the user and payer) uses for messaging in accordance with Article 37 of the ZJN-3 for receiving requests to participate or tenders is not functioning in a way that allows requests to participate or tenders to be submitted, the contracting authority (the user and payer) shall extend the deadline for the submission and opening of requests to participate or tenders by at least five working days, provided that the following conditions are met:

- the electronic means of communication used by the contracting authority (the user and payer) does not function in the last 60 minutes before the deadline for the submission of requests or tenders;
- the candidate or tenderer informs the contracting authority (the user and payer) accordingly, but no later than 30 minutes after the deadline for the submission of requests or tenders;
- the administrator of the electronic means of communication used by the contracting authority (the user and payer) confirms the non-functioning for the contracting authority (the user and payer);
- the candidate or tenderer failed to submit the request or tender; and
- the opening of the requests or tenders has not yet been conducted.

Detailed instructions in connection with the approach to the preparation and submission of the tender are provided in the Instructions for the use of the e-JN information system: TENDERERS, which are part of the procurement documents and available online at <https://ejn.gov.si>.

12. CONTRACT AWARD NOTICE

The contracting authority (the user and payer) shall publish the signed contract award decision on the public procurement portal. The decision is deemed to have been served on the day of its publication on the public procurement portal.

13. WITHDRAWAL FROM PERFORMANCE OF PUBLIC CONTRACT

Pursuant to the eighth paragraph of Article 90 of the ZJN-3, the contracting authority (the user and payer) may on justifiable grounds withdraw from the performance of the public supply contract after the award decision has been taken but before the contract has been signed, where it no longer requires the subject of the public supply contract, or no longer has the funds to finance it, or where there is a justified suspicion that the content of the contract was or could have been the result of a criminal offence, or where other exceptional circumstances have arisen that the contracting authority (the user and payer) could not influence or foresee, and that have made the performance of the public supply contract with the selected tenderer impossible. In this case the contracting authority (the user and payer) shall inform the tenderers in writing of its decision and of the reasons for withdrawing from the performance of the public supply contract.

In the event of the conclusion of the procedure according to one of the possibilities cited in this section, tenderers shall have no right to the reimbursement of costs for the preparation of a tender or the reimbursement of damage for loss of earnings.

14. CONTRACT

The signatories to the contract are the contracting authority (University of Maribor, Slomškov trg 15, 2000 Maribor, Slovenia) and the user and payer (University of Maribor), Faculty of Electrical Engineering and Computer Science, Koroška cesta 46, 2000 Maribor, Slovenia, and the selected tenderer/supplier.

In accordance with the sixth paragraph of Article 14 of the Integrity and Prevention of Corruption Act (Uradni list RS, Nos. 69/11 [official consolidated version], 158/20, 3/22 [ZDeb] and 16/23 [ZZPri]; hereinafter: the ZIntPK), the selected tenderer shall, at the request of the contracting authority (the user and payer) and prior to the award of the public supply contract, submit a declaration or information on the participation of natural persons and legal entities in the tenderer's ownership structure, including the participation of silent partners, and regarding the economic operators that, according to the provisions of the act governing companies, are deemed to be affiliates of the tenderer (**Form 6 Declaration on the involvement of natural persons and legal entities**). For natural persons, the declaration shall cite their first name and surname, their residential address and their share of ownership. If the tenderer submits a false declaration or provides false information regarding the above facts, the contract shall be null and void. When a subcontractor is requesting direct payment, where it is projected that the payment will be more than EUR 10,000 excluding VAT, Form 6 also needs to be submitted for this subcontractor.

Tenderers / partners in a joint tender and subcontractors in the aforementioned case may submit a completed declaration (Form 6) when the tender is submitted, or at the request of the contracting authority (the user and payer).

By submitting a completed ESPD form and a completed, signed and stamped Tenderer's declaration of fulfilment of criteria, the tenderer confirms that it accepts the content of the sample contract and the procurement documents.

Prior to being signed, the contract shall be adjusted to take account of whether the selected tenderer is to submit a joint tender, to engage subcontractors, in the case of electronic signing, and similar.

The selected tenderer must **sign the contract and return it to the contracting authority within 10 working days of receiving it.**

By submitting Form 20 *Declaration of awareness of condition precedent*, the selected tenderer declares that it is aware that the public supply contract will only be awarded under a condition precedent, namely that the contracting authority will obtain co-financing, and that the aforementioned condition does not constitute a commitment of any kind on the part of the contracting authority or the co-financer.

Should an agreement on the co-financing of the operation not be signed, the selected tenderer shall have no right to the reimbursement of any damage.

The contract shall only enter into force and begin implementation when the agreement on the co-financing of the operation enters into force, regarding which the contracting authority shall notify the selected tenderer in writing within 14 days (*contracting authority's note: if an agreement on the co-financing of the operation has not been signed by the time of the signing of the contract) and under the condition that the selected tenderer submits an appropriate performance bond.

15. LEGAL RECOURSE

In accordance with the Legal Protection in Public Procurement Procedures Act (Uradni list RS, Nos. 43/11, 60/11 [ZTP-D], 63/13, 90/14 [ZDU-1I], 60/17, 72/19 and 83/25[ZOUL]; hereinafter: the ZPVPJN), a request for review that relates to the content of the notice and/or tender dossier may be lodged within 10 working days of the publication of a public supply contract notice or notice of additional information, information on incomplete procedure or correction, if such notice serves to amend or supplement the requirements or criteria for selection of the most economically advantageous tenderer, whereby the request for review may relate to the amended, supplemented or clarified content of the notice or tender dossier, or directly to a statement contained in the initial notice or tender dossier. A request for review may not be lodged after the tender submission deadline, unless the tender submission deadline is shorter than 10 working days. In this event a request for review may be lodged within 10 working days of the publication of the contract notice.

The applicant shall settle a fee of EUR 4,000 to the Ministry of Finance transaction account number SI56 0110 0100 0358 802 with Banka Slovenije, Slovenska cesta 35, 1505 Ljubljana, Slovenia, SWIFT code: BSLJSI2X; IBAN: SI56011001000358802 – fee for a public contract award review procedure. A reference number according to Model 11 is used for the payment of the fee. The reference consists of three items of data (P1 – P2 – P3). The first and second parts of the reference, P1 and P2, are always the same and are separated by a hyphen, where the value of P1 is 16110 and the value of P2 is 7111290. The last, third part of the reference, P3, represents the publication number of the contract notice on the public procurement portal. It consists of eight digits, where the first six digits represent the publication number of the contract notice and the last two digits represent the year of the publication number of the contract notice.

A request for review should be filed via the eRevizija portal (<https://www.portalerevizija.si>). If the portal is not working or there are technical issues with it, the applicant should take the steps set out in the sixth paragraph of Article 13a of the ZPVPJN.

University of Maribor
Rector
Prof. dr. Dean Korošak