TENDER DOCUMENTATION

Contracting authority:	**UNIVERSITY OF LJUBLJANA** **Kongresni trg 12** **1000 LJUBLJANA**
Subject of the public contract:	**New building of the Faculty of Mechanical Engineering, University of Ljubljana**
Type of contract award procedure:	**Open procedure**
Serial number of public contract:	**401-14/2026**
The public tender was published on:	**Public procurement portal** **Official Journal of the EU**

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"The operation is co-financed by the European Union from European Cohesion Policy funds and the Republic of Slovenia."

WARNING!

The procurement documentation has been prepared in Slovenian and English. All translations into English are provided for informational purposes only. In the event of any discrepancies, ambiguity or uncertainty between the Slovenian and English versions of the procurement documentation, the Slovenian version shall prevail.

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B. PROJECT AND OTHER DOCUMENTATION – published (with the exception of the ESPD form) on the contracting authority's website at:

https://www.uni-lj.si/univerza/javne-objave/izvedba-gradbeno-obrtniskih-in-instalacijskih-del-za-novogradnjo-univerze-v-ljubljani-fakultete-za-strojnistvo

- **ESPD form**
- **Documentation for obtaining opinions and a building permit (DGD)** Faculty of Pharmacy, project no. 176/2021, designers Arhema d.o.o. and Atelierarhitekti d.o.o., Shared access and landscaping of the Faculty of Mechanical Engineering and Faculty of Pharmacy area, project no. 362-20, designers IBE d.d. and SADAR + VUGA d.o.o, Faculty of Mechanical Engineering, project no. 362-19, designers IBE d.d. and SADAR + VUGA d.o.o;
- **Opinions and consents related to the construction;**
- **Environmental Impact Report** no. 100123-11523, GIGA-R d.o.o. and E-NET OKOLJE d.o.o.;
- **Integral building permit** no. 35105-53/2023-2550-71 dated 16 July 2024 (final 20 September 2024), issued by the Ministry of Natural Resources and Spatial Planning, Republic of Slovenia;
- **Detailed design documents (PZI)** for the Faculty of Mechanical Engineering, project no. 362-19, September 2025, designers: IBE d.d. and SADAR + VUGA d.o.o.;
- **Tender documentation (DZR) with the works schedule for construction, finishing and installation (GOI) works** for the Faculty of Mechanical Engineering, project no. 362-19, May 2026, designers: IBE d.d. and SADAR + VUGA d.o.o.;
- **Special technical conditions with annex (quality classes of installed materials, elements and equipment)**, New building of the UL Faculty of Mechanical Engineering, May 2026;
- **List of key calculation elements.**

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- ***Common access entrance, external landscaping and construction of utility infrastructure for the University of Ljubljana Faculty of Mechanical Engineering and Faculty of Pharmacy area,*** *Detailed design documents (PZI), project no. 380-20, June 2025, designers: IBE d.d. and SADAR + VUGA d.o.o.;*
- ***Relocation of the S1000 gas pipeline in the OPPN65 area – Biotechnical Centre****, project no. S 1000/22428, Detailed design documents (PZI), April 2024, designer: Energetika Ljubljana d.o.o.;*
- ***Expansion of the public section of the DN150 water supply system for the connection to the Faculty of Mechanical Engineering and the Faculty of Pharmacy****, project no. KFSFFA-D549/095, Detailed design documents (PZI), June 2025, designer: IBE d.d.;*

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- ***Reconstruction of the 20 kV MV cable loop RTP13 Vič 110/20 kV (J17) – (J09) in the area of the Faculty of Mechanical Engineering and the Faculty of Pharmacy****, project no. DFSFFA-D549/095, Detailed design documents (PZI), January 2025, designer: IBE d.d.;*
- ***Detailed design Plan, 1/4 Interior Fittings and Furniture****, JULFS--7A/04, September 2025, designer: IBE d.d. and SADAR + VUGA d.o.o.;*
- ***Detailed design Plan, 1/5 Laboratory technical equipment****, JULFS--7A/05, September 2025, designer: IBE d.d. and SADAR + VUGA d.o.o.;*
- ***Detailed design Plan, 5/1 Kitchen technical equipment****, JULFS--7T/01, September 2025, designer: IBE d.d. and SADAR + VUGA d.o.o.*

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I. INVITATION TO TENDER

1. CONTRACTING AUTHORITY:

UNIVERSITY OF LJUBLJANA
Kongresni trg 12
1000 LJUBLJANA

2. SUBJECT OF THE PUBLIC CONTRACT:

The subject of the public procurement is the execution of construction, finishing and installation works (hereinafter also: the GOI works) **for the new building of the Faculty of Mechanical Engineering, University of Ljubljana (hereinafter New building of the UL Faculty of Mechanical Engineering)** within the framework of the operation **"Construction and establishment of the research infrastructure of the Faculty of Mechanical Engineering, University of Ljubljana (RI FS UL)."** The GOI works shall be carried out on the basis of the project for the new construction of the "Faculty of Mechanical Engineering" building, detailed design documents (PZI) project No. 362-19, September 2025, designed by IBE d.d. and SADAR + VUGA d.o.o.

The tenderer must offer all the required works/services from the works schedule or project documentation within the scope, quality and deadlines defined in the tender documentation and in accordance with the laws, regulations and other provisions applicable in the Republic of Slovenia, as well as the EU regulations and conditions governing the implementation of the EU Cohesion Policy in the Republic of Slovenia.

The content of the subject of the public contract and the technical specifications are detailed in the project documentation, the works schedule in Excel format and in other documents published alongside this tender documentation, which are its constituent parts. The technical descriptions, drawings, details, diagrams and other documents in the PZI documentation provide an additional description of the items in the works schedule for construction, finishing and installation works, materials and equipment, and must be strictly adhered to in conjunction with the works schedule.

If the tenderer does not complete the works schedule or the cost estimate in full (e.g. an individual item is marked with the symbol '/', the symbol '-' or is left blank) or states 0, such unfilled item shall be deemed to be free of charge or its price shall be deemed to have been already included in other items.

The contractual works shall be carried out so as to ensure the award of a gold certificate under the DGNB sustainable construction certification system. Using a recognised sustainable construction and certification system enables the achievement of the objectives set out in the Decree on green public procurement (Official Gazette of the Republic of Slovenia, Nos. 51/17, 64/19, 121/21 and 132/23).

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Regardless of the information contained in the tender documentation, the tenderer must, prior to submitting a bid, obtain all information relating to the subject matter of the contract under this tender documentation and that could affect the subject matter of the contract, the tender price or the tenderer's obligations. The selected tenderer shall not be entitled to any price increase justified by the fact that they were not informed of all the conditions and status of the subject matter of the contract.

The works specified in this contract shall be carried out on a 'turnkey' basis.

The investment project in question is financed from multiple sources. The operation is co-financed by the European Union from the European Cohesion Policy funds (ECP funds) and by the Republic of Slovenia from the integral budget funds of the Ministry of Higher Education, Science and Innovation (MVZI). The University of Ljubljana co-finances the project in question from its own funds.

The operation is implemented under the ECP Programme 2021–2027, Policy Objective 1 (PO1): A more competitive and smarter Slovenia by promoting innovative and smart economic transformation and regional connectivity in the field of ICT, and Priority 1: Innovative knowledge-based society, specific objective RSO 1.1: Developing and enhancing research and innovation capacities and the uptake of advanced technologies: the area of strengthening the research capacities.

3. INVITATION TO TENDER:

Pursuant to the Public Procurement Act (hereinafter: the ZJN-3), the contracting authority invites tenderers to submit their tenders for the performance of the public contract in accordance with the specified tender documentation. A tenderer may also be a group of contractors submitting a joint tender.

4. TYPE OF PROCEDURE:

The contracting authority is awarding the public contract through an open procedure in accordance with Article 40 of ZJN-3.

5. DEADLINES:

The deadlines for fulfilling all obligations under the public contract are detailed in the sample contract, which forms a part of this tender documentation.

6. DEADLINE AND METHOD OF SUBMITTING THE TENDER:

The tenderer must submit the tender via the e-JN information system at the web address https://ejn.gov.si in accordance with the Instructions for use of the application: TENDERERS (hereinafter: Instructions for use of e-JN), which forms a part of this tender documentation and is published at the web address:

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https://ejn.gov.si/aktualno/vec-informacij-ponudniki.html.

Prior to submitting a tender, tenderers shall register at https://ejn.gov.si in accordance with the Instructions for use of e-JN. If the tenderer is already registered in the e-JN information system, they shall log in to the application at the same address.

The tenderer's user authorised to submit tenders in the e-JN information system shall submit the tender by clicking on the "Submit" button. Upon submission of a tender, the e-JN information system shall log the user's identity and the time of submission of the tender. 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 Obligations). 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 deadline for submission.

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 **no later than by the deadline specified in the public procurement notice.** A tender is deemed to have been submitted if it is marked with the status 'SUBMITTED' in the e-JN information system.

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.

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

7. INFORMATION REGARDING THE OPENING OF TENDERS:

The opening of tenders shall take place automatically within the e-JN information system at https://ejn.gov.si. The time and date of the opening are specified in the public procurement notice.

The opening process shall take place with the e-JN information 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 "Cost estimate" section.

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II. INSTRUCTIONS TO TENDERERS ON COMPILING A TENDER

1. The tender must be prepared in **the Slovenian language**. The value of the tender (tender value) must be expressed in **euros (excluding and including VAT).**

2. Tenderers must attach the tender forms, templates and statements, duly completed and signed by a legal representative or authorised person (except if expressly required that they be signed by a legal representative).

   Tenderers must carefully review all documents and complete all blank spaces in the tender documentation, either in ink, ballpoint pen or by computer, using clear block capitals.

   Any corrections to the tender documentation and the tender must be stamped and signed by the legal representative or an authorised person at the place of correction.

   All costs in connection with the preparation and submission of the tender shall be borne by the tenderer. Under no circumstances shall the contracting authority reimburse tenderers or be liable for any costs or other damages arising from participation in the public procurement procedure, including in the event of withdrawal from the public contract in accordance with the eighth paragraph of Article 90 of the ZJN-3.

   Tenderers may not alter the contracting authority's conditions and requirements set out in the tender documentation. Any changes will be deemed to constitute the tenderer's disagreement with the tender documentation and such a tender will therefore be excluded as inadmissible.

3. The public procurement procedure is conducted in accordance with the applicable Slovenian legislation and the EU legislation relating to public procurement.

   The award of the public contract shall, inter alia, be carried out in accordance with the provisions of:

   - *the Public Procurement Act (ZJN-3, Official Gazette of the Republic of Slovenia No. 91/15, as amended and supplemented), hereinafter referred to as the ZJN-3;*
   - *the Commission Implementing Regulation (EU) 2019/1780 of 23 September 2019 establishing standard forms for the publication of notices in the field of public procurement and repealing Implementing Regulation (EU) 2015/1986 (e-forms);*
   - *the Act Regulating the Implementation of the Budgets of the Republic of Slovenia for the relevant year(s);*
   - *the Legal Protection in Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia No. 43/11, as amended and supplemented), hereinafter referred to as the ZPVPJN;*

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- *the Public Finance Act (Official Gazette of the Republic of Slovenia No. 11/11, as amended and supplemented);*
- *the Code of Obligations (OZ-UPB, Official Gazette of the Republic of Slovenia No. 97/2007, as amended and supplemented), hereinafter referred to as the OZ;*
- *the Rules on Procedures for Implementing the Budget of the Republic of Slovenia (Official Gazette of the Republic of Slovenia No. 50/07, as amended and supplemented);*
- *the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11, as amended and supplemented), hereinafter referred to as the ZIntPK;*
- *the Construction Act (Official Gazette of the Republic of Slovenia No. 199/21, as amended and supplemented), hereinafter referred to as the GZ-1;*
- *the Decree on waste (Official Gazette of the Republic of Slovenia, No. 77/2022, as amended and supplemented);*
- *the Decree on the Management of Construction Waste (Official Gazette of the Republic of Slovenia, No. 34/08, as amended and supplemented);*
- *the Rules on project and other documentation and forms for the construction of buildings (Official Gazette of the Republic of Slovenia, No. 30/23);*
- *the Architecture and Civil Engineering Act (Official Gazette of the Republic of Slovenia, No. 61/17, as amended and supplemented), hereinafter referred to as the ZAID;*
- *the EU regulations relating to the implementation of the European Cohesion Policy programmes in Slovenia for the 2021–2027 period;*
- *all other applicable legislation and regulations in force in the Republic of Slovenia and the EU governing the areas to which the public contract or the subject matter of the public contract is related.*

4. Tenderers can get **information** regarding the preparation of tenders and clarifications on the tender documentation on the basis of written questions submitted via the **Public procurement portal**, which must be received no later than **the date and time specified in the contract notice.** The contracting authority will not provide clarifications for the tenderers' questions received after the set deadline. Written responses shall be published on the Public procurement portal.

Tenderers may obtain the tender documentation on the **Public procurement portal**.

Any additional explanations, supplements, information or clarifications that have not been published on the Public procurement portal shall not be binding on the contracting authority.

All documentation received may be used solely for the purposes of preparing a tender for this project or this public procurement procedure. It must not be reproduced, copied or cited in other cases.

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5. **Change of tender documentation:**

The contracting authority shall reserve the right to change the tender documentation on its own initiative or in response to requests for clarification. In the event of major changes, the contracting authority will, if necessary, extend the deadline for the submission of tenders. After the expiry of the deadline for the receipt of tenders, the contracting authority may no longer amend or supplement the tender documentation. All changes will be published on the Public procurement portal.

6. **Variant tenders:**

When evaluating tenders, the contracting authority shall not take variant tenders into account.

7. **Validity of the tender:**

The tender must be valid **up to and including the date specified in Tender Form 3 – Tender.**

8. **Amendments and withdrawal of tenders:**

The tenderer may withdraw, supplement or replace the tender up until the deadline for the submission of tenders, without the contracting authority being entitled to call upon the tender bond, if required by this tender documentation.

After the expiry of the deadline for the submission of tenders, the tenderer may no longer amend, supplement or replace the tender submitted with a new one and the contracting authority may not accept it.

Withdrawal of a tender after the expiry of the deadline for submission of tenders and during the period of validity of the tender (as stated in the tender) shall result in the forfeiture of the tender bond, if required by these tender documents, as set out in the next point of this tender documentation.

9. **Financial tender bond:**

The tenderer must also submit a **tender bond** to the contracting authority **by the deadline for submission of tenders**, namely:

a) a bank guarantee or an equivalent surety bond from an insurance company with its registered office or branch in the Republic of Slovenia. The amount of the tender bond shall be: **EUR 1 MILLION.** The minimum validity of the tender bond shall be until and including: **26 February 2027.**

or

b) **a cash deposit of EUR 1 million.** The cash deposit must be paid into the contracting authority's current account no. 01100-6030707119 opened with the Bank of Slovenia, quoting reference 401-14/2026 (tender number) and the purpose: "Cash deposit for the public contract for the construction of the RI FS UL". The cash deposit must already be in the contracting authority's

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bank account at the time the deadline for the submission of tenders expires. Tenderers are asked to submit proof of payment with their tender.

A template for the financial tender bond is provided in **FORM 8a (FINANCIAL TENDER BOND).** If a tenderer submits a financial tender bond as specified in point a) above, they must include in their tender a financial tender bond which, in terms of content and requirements, fully complies with the form. The tender bond must be drawn up in accordance with the **Uniform Rules for Demand Guarantees (URDG)**, 2010 revision, issued by the ICC under No. 758.

The financial tender bond under point a) above must be submitted in the tender as a **secure electronic document, signed with the guarantor's qualified digital certificate, or in physical form.** The latter must be delivered to the contracting authority's headquarters before the deadline for the submission of tenders.

The contracting authority shall liquidate the tender bond if the tenderer:

- unlawfully amends or withdraws their tender after the expiry of the deadline for receipt of tenders, while it remains valid;
- fails to sign the public contract as the successful tenderer, upon request and within the time limit set by the contracting authority;
- as the successful tenderer, fails to provide a performance bond in accordance with the provisions of the contract.

If a tenderer submits a cash deposit as a tender bond in accordance with point b) above, the contracting authority shall return this to an unsuccessful tenderer's current account without interest upon the expiry of the tender's validity or when the decision on the award of the public contract becomes final.

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III. SELECTION OF THE MOST FAVOURABLE TENDER AND ECONOMIC OPERATORS IN THE TENDER

1. Criteria for awarding the public contract

The criterion for selecting the most favourable tenderer is <u>the most economically advantageous tender;</u> the contracting authority will consider the tender price as the sole criterion for the award of the public contract.

The tenderer who submits a valid tender and offers the lowest tender price (EUR excluding VAT) will be selected as the most favourable tenderer. If two or more admissible tenderers offer the same lowest tender price, the tenderer who submits their tender to the e-JN information system first will be selected.

The tender price is evident from the tender (Tender Form No. 3 – 'TENDER', the cost estimate and Tender Form No. 9 – 'COST ESTIMATE SUMMARY (BREAKDOWN)').

2. Tender and instructions for completing the cost estimate

The tenderer shall submit Tender Form No. 3 – "TENDER" with the tender price clearly stated.

The tenderer shall upload the completed "COST ESTIMATE SUMMARY (BREAKDOWN)" (Tender Form No. 9) to the "Cost estimate" section of the e-JN information system as a PDF file, which will be available at the public opening of tenders. In the event of any discrepancies between the data in Tender Form No. 9 ("COST ESTIMATE SUMMARY (BREAKDOWN)") – uploaded to the "Cost estimate" section – and the full cost estimate – uploaded to the "Documents" section – or the "TENDER" form (Tender Form No. 3), the data in the full cost estimate uploaded to the "Documents" section, under "Other Annexes", shall be deemed valid.

The tender cost estimate (Excel table) must not be amended, supplemented or annotated. The tenderer must complete it as follows:

- for each item on the works schedule, complete the price per unit column (Price/Unit column). All prices in the works schedule are **exclusive of VAT.**

NOTE: If commercial names of individual products or references to manufacturers are listed for specific items in the works schedule or the cost estimate, such information is not a requirement of the contracting authority and is not binding on the tenderer. They serve merely as an example (description) of a product available on the market, the functionality and quality of materials and workmanship of which meet the contracting authority's expectations. The tenderer may offer any similar product from another manufacturer, provided that it serves its purpose equally well and is of the same or better quality than the one initially specified.

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3. Information on the tenderer, joint tenders, tenders involving subcontractors and the use of capacities of other entities

For a tender to be admissible, tenderers must meet all the conditions and requirements set out in this section of the instructions.

A) The tender must clearly state the **details of the tenderer and the details of the tenderers in a joint tender** (Tender Form No. **1**). If a group of tenderers submits a joint tender, the lead tenderer and all tenderers in the joint tender must be specified.

If the successful tenderer is represented by tenderers in a joint tender, **those same tenderers acting jointly** shall sign the contract with the contracting authority! In the case of a joint tender, all documents must be attached to the tender in accordance with point C) Joint tender.

The tender must include a **list of all subcontractors and details of the subcontractors** (Tender Form No. **1a**). If tendering with subcontractors, all documents must be attached to the tender in accordance with point B) Tender with subcontractors.

The tender must clearly indicate the **details of the members of the administrative, management or supervisory bodies and persons authorised to represent, make decisions or exercise control within the tenderer (the lead tenderer and all tenderers in a joint tender) or subcontractors** (Tender Form No. **2**, signed by the member or authorised representative).

B) Tender with subcontractors

A tender involving subcontractors is a tender which, in addition to the tenderer or tenderers acting jointly, also involves other contractors (hereinafter: subcontractors). A subcontractor is any economic operator, i.e. a legal or natural person, who, on behalf of the tenderer with whom the contracting authority has signed a contract for the performance of a public contract in accordance with the ZJN-3, supplies goods or provides a service or carries out construction work directly related to the subject matter of the public contract. In relation to the contracting authority, the tenderer, as the principal contractor, is fully responsible for the performance of the contract awarded, regardless of the number of subcontractors.

If **the tenderer acts with subcontractors, in addition to the documents listed in Chapter IV. THE METHOD OF VERIFYING THE QUALIFICATION OF TENDERERS,** the tenderer must also submit the following for each subcontractor:

- a completed form **List of all subcontractors and details of subcontractors**, including details of the work to be carried out by each subcontractor (Tender Form No. **1a**)
- the European Single Procurement Document (hereinafter: the **ESPD form**)
- **the subcontractor's request for direct payment**, if the subcontractor so requests (Tender Form No. **1a and 1b**)
- the SUBCONTRACTOR'S STATEMENT form, completed and signed by the subcontractor (Tender Form No. **1b**)

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The **tender with subcontractors** must list all subcontractors (name, full address, registration number, tax number and bank account details of the subcontractor). It must be specified which part of the public contract will be performed by the subcontractors, the type of work to be performed by them, and the subject, quantity, value, location and deadline for the performance of the work undertaken by the subcontractors.

If **a subcontractor requests direct payment** in accordance with Article 94 of the ZJN-3, the submitted documentation must include the subcontractor's request for direct payment, and the successful tenderer shall authorise in the contract the contracting authority to make direct payments to subcontractors on the basis of a confirmed invoice and shall make a statement that, upon issuing its own invoice, it will also attach the previously confirmed invoices of its subcontractors.

Direct payment to subcontractors shall only be deemed mandatory under the ZJN-3 if a subcontractor requests direct payment in accordance with and in the manner specified in Article 94 of the ZJN-3; this obligation shall bind the contracting authority and the principal contractor.

If direct payment to a subcontractor is not mandatory in accordance with Article 94 of the ZJN-3, the contracting authority shall require the principal contractor to send it, no later than 60 days after the payment of the final invoice or statement of account, a written statement from the principal contractor and a written statement from the subcontractor confirming that the subcontractor has received payment for the works carried out, services provided or goods supplied directly related to the subject matter of the public contract.

None of the subcontractors may be subject to grounds for exclusion. However, the tenderer may demonstrate compliance with the required conditions for cooperation with subcontractors, if so specified in Chapter IV. METHOD OF DETERMINING THE TENDERERS' QUALIFICATIONS.

If a subcontractor is replaced or if the successful tenderer enters into a contract with a new subcontractor after signing the public contract, both of which may only be done with the contracting authority's consent, the successful tenderer who has signed the contract with the contracting authority must submit the following to the latter within 5 days of the change:

- a **statement** that it has settled all undisputed liabilities to the original subcontractor;
- a **request** from the new subcontractor for direct payment, if the subcontractor so requests,
- an **authorisation for the payment** of services provided directly to the new subcontractor, if the subcontractor so requests,
- **all required documentation regarding the absence of the grounds for exclusion from this tender documentation**; if the tenderer demonstrated its qualifications regarding the conditions for participation in the tender by referring to the original subcontractor, then also documentation proving that such conditions for participation are met.

C) Where a **group of tenderers submits a <u>joint tender</u>**:

After signing the public contract with the contracting authority, the group of tenderers must **submit a legal document (contract) on joint performance of the contract**, clearly specifying the following:

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- the appointment of a lead contractor for the performance of the public contract,
- the type of work to be carried out by each contractor and their respective responsibilities,
- a statement that they are familiar with the instructions to tenderers, the tender conditions and the criteria for awarding the public contract and that they fully agree with them,
- a statement that they are familiar with the payment terms from the tender documentation, and
- a statement that the tenderers shall be jointly and severally liable to the contracting authority.

If a public contract is signed with a group of tenderers, those same tenderers or contractors shall also be the signatories to such public contract.

All joint tenderers must attach the ESPD form and other documents as specified in Chapter IV. METHOD OF DETERMINING THE TENDERERS' QUALIFICATIONS**.**

Any of the joint tenderers may submit a financial tender bond as specified in point 9 of the previous chapter of this tender documentation.

None of the joint tenderers may be subject to grounds for exclusion. However, a tenderer may demonstrate compliance with the required conditions for participation with joint tenderers if so specified in Chapter IV. METHOD OF DETERMINING THE TENDERERS' QUALIFICATIONS.

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IV. METHOD OF DETERMINING THE TENDERERS' QUALIFICATIONS

A. Grounds for exclusion (Article 75 of the ZJN-3)

	GROUND FOR EXCLUSION	EVIDENCE
1.	<u>There are no grounds for exclusion regarding the economic operator (tenderer, partner in a joint tender, subcontractor):</u> (a) neither the economic operator nor its representatives (i.e. persons who are members of the economic operator's administrative, management or supervisory body, or who are authorised for representation, decision-making or control within it) have been convicted by a final judgment for criminal offences under the Criminal Code (Official Gazette of the Republic of Slovenia, No. 50/12 – official consolidated text, 6/16 – corr., 54/15, 38/16, 27/17, 23/20, 91/20, 95/21, 186/21 and 105/22 – ZZNŠPP; hereinafter: the KZ-1) as set out in the first paragraph of Article 75 of the ZJN-3, or for comparable criminal offences handed down by foreign courts, or, in the case of a final conviction, the economic operator has taken sufficient measures to demonstrate its reliability despite the existence of the relevant ground for exclusion, in accordance with the ninth paragraph and taking into account the tenth and eleventh paragraphs of Article 75 of ZJN-3; b.) the economic operator meets its mandatory contributions and other non-tax financial obligations in accordance with the law governing financial administration, which are collected by the tax authority in accordance with the	<u>The tenderer, joint tenderers and potential subcontractors shall submit:</u> - A completed **ESPD form**, which the tenderer shall complete on the ESPD website – GOV.SI Portal, Part III: Grounds for exclusion. The ESPD form must be attached for each economic operator in the tender (i.e. the tenderer, a joint tenderer, a subcontractor) **AND** - Each representative of each economic operator (i.e. the tenderer, a joint tenderer, a subcontractor) shall submit a completed and signed Tender Form No. 2 – **INFORMATION ON THE MEMBERS OF MANAGEMENT, GOVERNANCE OR SUPERVISORY BODIES AND PERSONS AUTHORISED TO REPRESENT, DECIDE OR SUPERVISE WITHIN THE TENDERER (the lead tenderer and all joint tenderers) OR SUBCONTRACTORS** **OR** - An extract from the criminal record, which must not be older than 4 months from the deadline for submission of tenders.

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	regulations of the country in which it is established or the regulations of the contracting authority's country. An economic operator shall also be considered not to comply with its obligations as referred to in the preceding sentence if it has not submitted all the withholding tax returns for income from the employment relationship for the period of five years preceding the date of the submission of the tender or request. An economic operator shall not be excluded if, by the deadline for the submission of applications or tenders, it settles any outstanding liabilities amounting to 50 euros or more and submits all withholding tax returns for income from employment for the period of the last five years up to the deadline for the submission of the application or tender; c.) the economic operator is not listed in the register of economic operators subject to the additional sanctions of exclusion from public procurement procedures; d.) in the last three years prior to the deadline for the submission of tenders, the economic operator has not been fined twice by a final decision of a competent authority of the Republic of Slovenia, another Member State or a third country for an offence related to remuneration for work, working hours, rest periods, the performance of work under civil law contracts despite the existence of elements of an employment relationship or in connection with undeclared work; **NOTE: None of the economic operators participating in the tender (i.e. the tenderer, joint tenderers, subcontractors) may be subject to the above-mentioned grounds for exclusion.**	**For an economic operator and/or representative with its registered office/permanent residence/nationality abroad, the following rule shall apply:** In relation to the grounds for exclusion under point a) (first paragraph of Article 75 of the ZJN-3), in addition to the ESPD form and Tender Form No. 2 – "INFORMATION ON THE MEMBERS OF MANAGEMENT, GOVERNANCE OR SUPERVISORY BODIES AND PERSONS AUTHORISED TO REPRESENT, DECIDE OR SUPERVISE WITHIN THE TENDERER" (the lead tenderer and all joint tenderers) or SUBCONTRACTORS", an extract from the relevant register, such as the criminal record, must be submitted for the economic operator AND its representatives; this extract must not be older than 4 months from the deadline for submission of tenders; if such a register does not exist, an equivalent document must be issued by the competent judicial or administrative authority in the country of origin or the country in which the economic operator or the representative of the economic operator has its registered office/residence/nationality, and from which it is evident that the stated grounds for exclusion do not exist.

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2.	In accordance with point f. of paragraph 6 of Article 75 of the ZJN-3, the contracting authority shall also exclude from the public procurement procedure any economic operator which, in a previous public contract or concession contract concluded with the contracting authority, demonstrated significant or persistent shortcomings in the fulfilment of a key obligation, as a result of which the contracting authority terminated the previous contract or agreement early or claimed damages, or if other comparable sanctions were imposed. **NOTE: None of the economic operators participating in the tender (i.e. the tenderer, joint tenderers, subcontractors) may be subject to the above-mentioned ground for exclusion.**	The contracting authority shall verify the relevant grounds for exclusion against its own records.

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B. Conditions of participation. Economic, financial, technical and personnel conditions for the recognition of ability (Articles 76 and 77 of the ZJN-3):

	CONDITION FOR PARTICIPATION	EVIDENCE
1.	<u>The tenderer AND any partners in a joint tender meet the condition for participation:</u> The tenderer (and any partners in a joint tender) had no overdue outstanding liabilities in the last 4 months prior to the publication of this public procurement procedure. **NOTE: The tenderer and all joint tenderers must meet the above condition for participation.**	<u>The tenderer and any joint tenderers shall submit:</u> - A completed **ESPD form** (Part IV: Conditions for participation; B: Economic and financial standing) for the tenderer and each partner in a potential joint tender. *Note: Before awarding the public contract, the contracting authority shall ask the tenderer to whom it has decided to award the public contract*

		to submit the following evidence or documents relating to their economic and financial capacity: *- Legal entities with registered office in the Republic of Slovenia shall submit: the S.BON-1/P form* *- Sole proprietors with registered office in the Republic of Slovenia: the S.BON-1 form.* *- Tenderers with registered office abroad shall submit evidence containing the information required by the contracting authority as conditions for the recognition of economic and financial capacity.* *Evidence or certificates may not be older than **30 days** from the date of opening of tenders.*
2.	<u>The tenderer OR any partner in a joint tender must meet the condition for participation:</u> The tenderer OR at least one of the partners in the joint tender must have reported net sales revenue averaging at least **EUR 50,000,000.00 per year** in the last three calendar years prior to the publication of the public tender (in 2023, 2024 and 2025). **NOTE: The above condition for participation may be met by the tenderer or by any partner in a joint tender. The net revenue of partners in a joint tender shall not be aggregated for this purpose (i.e. the average annual net revenue in the amount specified above must be demonstrated in full by one partner in the joint tender).**	<u>The tenderer or any partner in a joint tender shall submit:</u> A completed **ESPD form** (Part IV: Conditions for participation; B: Economic and financial standing). *Note: Before awarding the public contract, the contracting authority shall ask the tenderer to whom it has decided to award the public contract to submit the following evidence or documents relating to their economic and financial capacity:* *- Legal entities with registered office in the Republic of Slovenia shall submit: the S.BON-1/P form* *- Sole proprietors with registered office in the Republic of Slovenia: the S.BON-1 form.* *- Tenderers with registered office abroad shall submit evidence containing the information required by the contracting authority as conditions for the recognition of economic and financial capacity.*

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		*Evidence or certificates may not be older than **30 days** from the date of opening of tenders.*
3.	<u>The tenderer OR any partners in a joint tender OR the subcontractor must meet the condition for participation:</u> The economic operator must demonstrate that, in the period from 1 January 2010 onwards, it has successfully completed two comparable reference projects. A comparable reference project is defined as the construction of a new building or the reconstruction of up to 2 (two) structures with the value of the construction and installation works ("GOI works") of at least 15 MIO EUR, excluding VAT. Whereby both structures must be classified as a **Building** (**No. 1** according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)) Among all the structures included within the submitted reference projects, at least one structure must be classified either as a **Building for public entertainment, education or hospital and institutional care** (**No. 126)** or as an **Industrial Building** (**No. 1251**) according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22). Reference is deemed successful if it relates to the construction of a new building or the reconstruction with an obtained operating permit or another comparable decision by a foreign authority competent to issue such a decision	<u>The tenderer OR any joint tenderer OR the subcontractor must submit a completed:</u> - **ESPD form** (Part IV: Conditions for participation; C: Technical and professional capacity.) AND - **Tender Form No. 4a** – LIST OF THE ECONOMIC OPERATOR'S MOST IMPORTANT REFERENCES ** AND - **Tender Form 4b** – Certificate from the reference contracting authority** ***The contracting authority reserves the right to verify the authenticity and eligibility of the reference projects listed in the tender with the reference contracting authorities. Prior to awarding the public contract, the contracting authority may ask the tenderers to submit other evidence demonstrating the fulfilment of the reference condition (e.g. handover report, contract, purchase order, etc.).*

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	abroad. The contracting authority will recognise the reference if the operating permit or other decision referred to in the previous sentence had been obtained within the period specified above. **NOTE: Compliance with the reference condition may be demonstrated by any of the economic operators participating in the tender (the tenderer, partners in a joint tender or a subcontractor), provided that such economic operator will perform services with a total value of at least 20% of the tender value.**	
4.	<u>The tenderer OR any partners in a joint tender OR the subcontractor must meet the condition for participation:</u> The economic operator must demonstrate that, for each individual reference construction in the period from 1 January 2010 onwards, it has successfully protected the excavation pit in a total length of at least 100 metres and a depth of at least 5 metres using sheet piles. The economic operator must have started and completed the reference project described in the previous paragraph within the specified period. **NOTE: Compliance with the reference condition may be demonstrated by any of the economic operators in the tender (the tenderer, partners in a joint tender or a subcontractor), provided that this economic operator will perform the above-mentioned services specified under this public procurement.**	<u>The tenderer OR any joint tenderer OR the subcontractor must submit a completed:</u> - **ESPD form** (Part IV: Conditions for participation; C: Technical and professional capacity.) AND - **Tender Form No. 4c** LIST OF THE ECONOMIC OPERATOR'S MOST IMPORTANT REFERENCES** - **Tender Form No. 4d** – Certificate from the reference contracting authority** ***The contracting authority reserves the right to verify the authenticity and eligibility of the reference projects listed in the tender with the reference contracting authorities. Prior to awarding the public contract, the contracting authority may ask the tenderers to submit other evidence demonstrating the fulfilment of the reference condition (e.g. handover report, contract, purchase order, etc.).*

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5.	<u>The tenderer OR any partners in a joint tender OR the subcontractor must meet the condition for participation:</u> The economic operator must demonstrate that, for each individual reference construction in the period from 1 January 2010 onwards, it has successfully completed deep foundation works involving at least 30 Benotto piles at a length of at least 15 m. The economic operator must have started and completed the reference project described in the previous paragraph within the specified period. **NOTE: Compliance with the reference condition may be demonstrated by any of the economic operators in the tender (the tenderer, partners in a joint tender or a subcontractor), provided that this economic operator will perform the above-mentioned services specified under this public procurement.**	<u>The tenderer OR any joint tenderer OR the subcontractor must submit a completed:</u> **- ESPD form** (Part IV: Conditions for participation; C: Technical and professional capacity.) AND **- Tender Form No. 4e** – LIST OF THE MOST IMPORTANT REFERENCES** AND - **Tender Form 4f** – Certificate from the reference contracting authority** ***The contracting authority reserves the right to verify the authenticity and eligibility of the reference projects listed in the tender with the reference contracting authorities. Prior to awarding the public contract, the contracting authority may ask the tenderers to submit other evidence demonstrating the fulfilment of the reference condition (e.g. handover report, contract, purchase order, etc.).*
6.	<u>The tenderer OR any partners in a joint tender OR the subcontractor must meet the condition for participation:</u> The economic operator must demonstrate that, for each individual reference construction, it has successfully carried out at least 30 geoprobes in the period from 1 January 2010, with each geoprobe being at least 25 m long. The economic operator must have started and completed the reference project described in the previous paragraph within the specified period. **NOTE: Compliance with the reference condition may be demonstrated by any of the economic operators in the tender (the tenderer, partners in a joint tender or a subcontractor), provided that this economic operator will perform the above-mentioned services specified under this public procurement.**	<u>The tenderer OR any joint tenderer OR the subcontractor must submit a completed:</u> **- ESPD form** (Part IV: Conditions for participation; C: Technical and professional capacity.) AND - **Tender Form No. 4g** – LIST OF THE ECONOMIC OPERATOR'S MOST IMPORTANT REFERENCES** AND - **Tender Form 4h** – Certificate from the reference contracting authority** ***The contracting authority reserves the right to verify the authenticity and eligibility of the reference projects listed in the tender with the reference contracting authorities. Prior to awarding the public contract, the contracting authority may ask the tenderers to submit other*

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		evidence demonstrating the fulfilment of the reference condition (e.g. handover report, contract, purchase order, etc.).
7.	<u>The tenderer OR any partners in a joint tender OR the subcontractor must meet the condition for participation:</u> The economic operator must demonstrate, in respect of the proposed **site manager**, that: - in the period from 1 January 2010 onwards, it has successfully managed the construction of two comparable reference projects. - A comparable reference project is defined as the construction of a new building or the reconstruction of up to 2 (two) structures with the value of the construction and installation works ("GOI works") of at least 15 MIO EUR, excluding VAT, whereby both structures must be classified as a **Building (No. 1** according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)) Among all the structures included within the submitted reference projects for site manager, at least one must be classified either as a Building for public entertainment, education or hospital and institutional care (No. 126) or as an Industrial Building (No. 1251) according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22). Reference is deemed successful if it relates to the construction of a new building or the reconstruction with an	<u>The tenderer OR any joint tenderer OR the subcontractor must submit a completed:</u> - **ESPD form** (Part IV: Conditions for participation; C: Technical and professional capacity.) AND - **Tender Form No. 4i** – STATEMENT* AND LIST OF MOST IMPORTANT REFERENCES FOR THE SITE MANAGER** AND - **Tender Form 4j** – Certificate from the reference contracting authority for the site manager** **The contracting authority reserves the right to ask the selected tenderer to submit appropriate evidence demonstrating fulfilment of the relevant condition (e.g. a language proficiency certificate…).* ***The contracting authority reserves the right to verify the authenticity and eligibility of the reference projects listed in the tender with the reference contracting authorities. Prior to awarding the public contract, the contracting authority may ask the tenderers to submit other evidence demonstrating the fulfilment of the reference condition (e.g. handover report, contract, purchase order, etc.).*

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	obtained operating permit or another comparable decision by a foreign authority competent to issue such a decision abroad. The contracting authority will recognise the reference if the operating permit or other decision referred to in the previous sentence had been obtained within the period specified above. - is fluent in the Slovenian language*. * A person is considered to be fluent in the Slovenian language if they have obtained the required formal education in the Republic of Slovenia or hold a certificate issued by a duly authorised institution confirming knowledge of the Slovenian language at the B1 level in accordance with the Common European Framework of Reference for Languages – CEFRL. **NOTE: Compliance with the reference condition may be demonstrated by any of the economic operators participating in the tender (the tenderer, partners in a joint tender or a subcontractor), provided that such economic operator will perform the above-mentioned services under this public procurement.**	
8.	<u>The tenderer OR any partners in a joint tender OR the subcontractor must meet the condition for participation:</u> The economic operator must demonstrate that the **proposed authorised engineer/construction manager**: - has, since 1 January 2010, acted as an authorised engineer/construction manager in the construction of one (1) comparable reference project.	<u>The tenderer OR any joint tenderer OR the subcontractor must submit a completed:</u> - **ESPD form** (Part IV: Conditions for participation; C: Technical and professional capacity.) AND - **Tender Form No. 4k** – LIST OF THE MOST IMPORTANT REFERENCES FOR THE AUTHORISED

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	A comparable reference project is defined as the construction of a new building or the reconstruction of up to 2 (two) structures with the value of the GOI works of at least 15 MIO EUR, excluding VAT. Whereby both structures must be classified as a Building (No. 1 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)) Reference is deemed successful if it relates to new construction or renovation with an obtained operating permit or another comparable decision by a foreign authority competent to issue such a decision abroad. The contracting authority will recognise the reference if the operating permit or other decision referred to in the previous sentence had been obtained within the period specified above. **NOTE: Compliance with the reference condition may be demonstrated by any of the economic operators participating in the tender (the tenderer, partners in a joint tender or a subcontractor), provided that such economic operator will perform the above-mentioned services under this public procurement.**	ENGINEER/CONSTRUCTION MANAGER** AND - **Tender Form 4I** – Certificate from the reference contracting authority for the authorised engineer/construction manager** ***The contracting authority reserves the right to verify the authenticity and eligibility of the reference projects listed in the tender with the reference contracting authorities. Prior to awarding the public contract, the contracting authority may ask the tenderers to submit other evidence demonstrating the fulfilment of the reference condition (e.g. handover report, contract, purchase order, etc.).*
9.	<u>The tenderer OR any partners in a joint tender OR the subcontractor must meet the condition for participation:</u> The economic operator must demonstrate that the **proposed authorised engineer/mechanical engineering manager**: - has, since 1 January 2010, acted as an authorised engineer/mechanical	<u>The tenderer OR any joint tenderer OR the subcontractor must submit a completed:</u> - **ESPD form** (Part IV: Conditions for participation; C: Technical and professional capacity.) AND

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	engineering manager in the construction of two (2) comparable reference projects. - A comparable reference project is defined as the construction of a new building or the reconstruction of up to 2 (two) structures with the value of the GOI works of at least 15 MIO EUR, excluding VAT. - Whereby both structures must be classified as a Building (No. 1 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)) - **The value of mechanical installation works for each individual reference project must have amounted to at least EUR 2 million in total excluding VAT.** Among all the structures included within the submitted reference projects for the proposed authorised engineer/mechanical engineering manager, at least one must be classified either as a Building for public entertainment, education or hospital and institutional care (No. 126) or as an Industrial Building (No. 1251) according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22). Reference is deemed successful if it relates to the construction of a new building or the reconstruction with an obtained operating permit or another comparable decision by a foreign authority competent to issue such a decision abroad. The contracting	- **Tender Form No. 4m** – LIST OF THE MOST IMPORTANT REFERENCES FOR THE AUTHORISED ENGINEER/MECHANICAL ENGINEERING MANAGER** AND - **Tender Form 4n** – Certificate from the reference contracting authority for the authorised engineer/mechanical engineering manager** ***The contracting authority reserves the right to verify the authenticity and eligibility of the reference projects listed in the tender with the reference contracting authorities. Prior to awarding the public contract, the contracting authority may ask the tenderers to submit other evidence demonstrating the fulfilment of the reference condition (e.g. handover report, contract, purchase order, etc.).*

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	authority will recognise the reference if the operating permit or other decision referred to in the previous sentence had been obtained within the period specified above. **NOTE: Compliance with the reference condition may be demonstrated by any of the economic operators participating in the tender (the tenderer, partners in a joint tender or a subcontractor), provided that such economic operator will perform the above-mentioned services under this public procurement.**	
10.	<u>The tenderer OR any partners in a joint tender OR the subcontractor must meet the condition for participation:</u> The economic operator must demonstrate that the **proposed authorised engineer/electrical engineering manager**: has, since 1 January 2010, acted as an authorised engineer/electrical engineering manager in the construction of two (2) comparable reference projects. - A comparable reference project is defined as the construction of a new building or the reconstruction of up to 2 (two) structures with the value of the GOI works of at least 15 MIO EUR, excluding VAT. - Whereby both structures must be classified as a Building (No. 1 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)) - **The value of the electrical installation works for each individual reference project must have amounted to at**	<u>The tenderer OR any joint tenderer OR the subcontractor must submit a completed:</u> - **ESPD form** (Part IV: Conditions for participation; C: Technical and professional capacity.) AND - **Tender Form No. 4o** – LIST OF THE MOST IMPORTANT REFERENCES FOR THE AUTHORISED ENGINEER/ELECTRICAL ENGINEERING MANAGER** AND - **Tender Form 4p** – Certificate from the reference contracting authority for the authorised engineer/electrical engineering manager** ***The contracting authority reserves the right to verify the authenticity and eligibility of the reference projects listed in the tender with the reference contracting authorities. Prior to awarding the public contract, the contracting*

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	least EUR 1.5 million in total excluding VAT. Among all the structures included within the submitted reference projects for the proposed authorised engineer/electrical engineering manager, at least one must be classified either as a Building for public entertainment, education or hospital and institutional care (No. 126) or as an Industrial Building (No. 1251) according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22). Reference is deemed successful if it relates to the construction of a new building or the reconstruction with an obtained operating permit or another comparable decision by a foreign authority competent to issue such a decision abroad. The contracting authority will recognise the reference if the operating permit or other decision referred to in the previous sentence had been obtained within the period specified above. **NOTE: Compliance with the reference condition may be demonstrated by any of the economic operators participating in the tender (the tenderer, partners in a joint tender or a subcontractor), provided that such economic operator will perform the above-mentioned services under this public procurement.**	*authority may ask the tenderers to submit other evidence demonstrating the fulfilment of the reference condition (e.g. handover report, contract, purchase order, etc.).*
11	<u>The tenderer OR any partners in a joint tender OR the subcontractor must meet the condition for participation:</u> The economic operator must demonstrate that the proposed **BIM coordinator**:	<u>The tenderer OR any joint tenderer OR the subcontractor must submit a completed:</u>

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	- has participated as a BIM coordinator within the last 10 years before the publication of this public tender in the design or construction of at least one (1) complex building with the GOI works value of at least EUR 5 million excluding VAT. The contracting authority will accept references if the building was handed over to the reference contracting authority during the period specified above (in the last 10 years before the publication of this public tender); - holds at least a Bologna first-cycle degree in a technical field. **NOTE: Compliance with the reference condition may be demonstrated by any of the economic operators participating in the tender (the tenderer, partners in a joint tender or a subcontractor), provided that such economic operator will perform the above-mentioned services under this public procurement.**	- **ESPD form** (Part IV: Conditions for participation; C: Technical and professional capacity.) AND - **Tender Form No. 4r** – STATEMENT* AND LIST OF MOST IMPORTANT REFERENCES FOR THE BIM COORDINATOR** AND - **Tender Form 4s** – Certificate from the reference contracting authority for the BIM Coordinator ** **The contracting authority reserves the right to ask the selected tenderer to submit appropriate evidence demonstrating fulfilment of the relevant condition (e.g. certificates of education and training…).* ***The contracting authority reserves the right to verify the authenticity and eligibility of the reference projects listed in the tender with the reference contracting authorities. Prior to awarding the public contract, the contracting authority may ask the tenderers to submit other evidence demonstrating the fulfilment of the reference condition (e.g. handover report, contract, purchase order, etc.).*

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C. Fulfilment of other conditions/requirements of the contracting authority:

	CONDITION/REQUIREMENT OF THE CONTRACTING AUTHORITY	EVIDENCE

1.	<u>The tenderer AND any partners in a joint tender AND the subcontractor must meet the following condition:</u> Statement by the economic operator (i.e. the tenderer and any joint tenderers, as well as all subcontractors) that it is not in any of the situations listed below, as defined in the first paragraph of Article 5k of COUNCIL REGULATION (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine: a) a Russian national or a natural or legal person, entity or body established in Russia; b) legal persons, entities or bodies in which an entity referred to in point a) holds, directly or indirectly, a shareholding of more than 50%; or c) natural or legal persons, entities or bodies acting on behalf of or upon the instructions of an entity referred to in point a) or b), d) a subcontractor, supplier or entity whose capacities are used within the meaning of the public procurement directives, representing more than 10% of the contract value. **NOTE: None of the economic operators participating in the tender (i.e. the tenderer, joint tenderers, subcontractors) may be subject to the above-mentioned circumstance.**	<u>The tenderer AND any joint tenderers AND the subcontractor shall submit the completed:</u> - Tender Form No. 5 – STATEMENT OF THE ECONOMIC OPERATOR
2.	The tenderer offers equipment or services that meet all the technical specifications and other requirements of the contracting authority set out in this tender documentation, including the specifications	The contracting authority reserves the right to subsequently ask the tenderer to submit brochures and technical specifications for the equipment/services offered.

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	and requirements specified in the project documentation and the works schedule.	In any event it may ask the successful tenderer to submit samples or technical specifications indicated in the public contract after the contract has been signed.

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V. OTHER CONDITIONS, NOTICES AND RIGHTS

1. The contracting authority hereby warns the tenderer:

a) that it must not initiate or carry out any actions that would predetermine the selection of a particular tender during the public procurement procedure,

b) that it may not initiate activities that could result in the contract not entering into force or not being completed in the period from the selection of the tenderer to the entry into force of the contract;

c) that neither party may initiate or carry out procedures that would hinder the annulment or amendment of the decision on the selection of the contractor or affect the impartiality of the review committee,

- that, in accordance with Article 35 of the ZJN-3, the specification of the supplies, services or works tendered and the quantities indicated in the specification, the price per unit, the value of individual items and the total tender value, and all data that affected the tender classification under other criteria shall be public information; therefore, the contracting authority will not take into account any indication by the tenderer that the cited information constitutes a trade secret,

d) that the tenderer must indicate in their tender which parts of the tender constitute a trade secret; the contracting authority will not take into account any subsequent indications,

e) prior to the conclusion of a public contract with a value exceeding EUR 10,000 excluding VAT, the successful tenderer must submit to the contracting authority a statement or information regarding the participation of natural and legal persons in the ownership of the successful tenderer, including the participation of silent partners, and on economic operators which, in accordance with the provisions of the law governing companies, are deemed to be companies related to the selected tenderer, as provided for in the sixth paragraph of Article 14 of the Integrity and Prevention of Corruption Act (ZIntPK). The same applies to tenderers in a joint tender and subcontractors requiring direct payment. For natural persons, the statement shall contain the first name and surname, residential address and share of ownership. If the successful tenderer submits a false statement or provides untrue information regarding the abovementioned facts, this shall result in the nullity of the public contract.

2. If the successful tenderer fails to respond to the contracting authority's invitation to sign the contract within 8 days, the successful tenderer shall be deemed to have withdrawn from the tender. In such case, the contracting authority shall liquidate the tender bond, if so defined in this tender documentation, regardless of the reasons for the withdrawal from the tender.

3. The successful tenderer shall not be entitled to claim subsequent price increases on the grounds of incomplete or inadequate tender documentation for the parts of the public contract that were inadequately defined in the tender documentation, which the successful tenderer could have foreseen considering the subject matter of the public contract and the entire documentation.

4. The contracting authority reserves the right **in accordance with Article 90 of the ZJN-3 to suspend the public procurement procedure, reject all tenders or withdraw from the execution of the public contract.** The contracting authority also reserves the right to sign a contract for a reduced scope of the subject matter of the contract or not to conclude a contract with any tenderer, all without any obligation to reimburse costs or other damages to tenderers. By submitting a tender, tenderers expressly agree to the above.

5. A request for legal protection in public procurement procedures may be filed against any action taken by the contracting authority in the public procurement procedure, unless otherwise

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provided for in the Public Procurement Act (ZJN-3) or the Legal Protection in Public Procurement Procedures Act (ZPVPJN). A request for review shall be filed within the time limit specified in Article 25 of the ZPVPJN.

The applicant shall submit the request for review via the eRevizija portal (https://www.portalerevizija.si/). An applicant for a review relating to the content of the notice, the invitation to tender or the tender documentation must pay a fee of EUR 4,000.00 before submitting the application. The applicant must attach a confirmation of payment of the fee to the application for review.

The fee for the pre-review and review procedure must be paid by the applicant into the current account of the Ministry of Finance, number SI56 0110 0100 0358 802, held at the Bank of Slovenia, Slovenska 35, 1505 Ljubljana, Slovenia, SWIFT CODE: BSLJSI2X; IBAN: SI56011001000358802 – fee for the public procurement review procedure.

The reference number in accordance with Model 11 shall be used for the payment of fees. The reference number consists of three parts 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 public procurement notice on the Public procurement portal. It consists of 8 digits, with the first six digits representing the publication number of the public procurement notice and the last two digits representing the year from the publication number of the public procurement notice.

UNIVERSITY OF LJUBLJANA
Kongresni trg 12, 1000 Ljubljana

Prof. Dr Gregor Majdič, Rector

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VI. TENDER FORMS AND SAMPLES

WARNING!

The procurement documentation has been prepared in Slovenian and English. All translations into English are provided for informational purposes only. In the event of any discrepancies, ambiguity or uncertainty between the Slovenian and English versions of the procurement documentation, the Slovenian version shall prevail.

The tender must be submitted in the Slovenian language. Tenderers shall complete exclusively the VI. TENDER FORMS AND TEMPLATES included in the Slovenian version of the procurement documentation 'RAZPISNA DOKUMENTACIJA' (see file '0_RD_JN_UL_FS_GOI'). The versions of the tender forms and templates translated into English are for information purposes only and have no legal effect.

In the contrary, the contracting authority may, where necessary, require the tenderer to provide a certified (sworn) translation of the tender or parts thereof into Slovenian. The contracting authority shall set a deadline for the submission of such translation. The costs of the translation shall be borne by the tenderer.

FOR INFORMATION PURPOSES ONLY

Tender Form No. 1

DATA ON THE TENDERER AND ANY JOINT TENDERERS

(Instruction: if there are a lot of tenderers, the table or form above should be copied as required.)

a.) TENDERER OR LEAD TENDERER (in the case of a joint tender):

Name of the tenderer	
Address and registered office of the tenderer	
All legal representatives or authorised persons	
Contact person	
Telephone	
Email	
Transaction account of the company	
Company registration number	
VAT ID number	

b.) THE FOLLOWING TENDERERS WILL PARTICIPATE JOINTLY IN THE PUBLIC CONTRACT:

1. Joint tenderer:

Name of the joint tenderer:	
Address and registered office of the joint tenderer	
All legal representatives or authorised persons	
Contact person	
Telephone	
Email	

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Transaction account of the company	
Company registration number	
VAT ID number	
Type of works to be performed	
Value of works to be performed (EUR excluding VAT)	

2. Joint tenderer:

Name of the joint tenderer:	
Address and registered office of the joint tenderer	
All legal representatives or authorised persons	
Contact person	
Telephone	
Email	
Transaction account of the company	
Company registration number	
VAT ID number	
Type of works to be performed	
Value of works to be performed (EUR excluding VAT)	

FOR INFORMATION PURPOSES ONLY

Date:

_____

Signature of the tenderer/lead tenderer in a joint tender:

_____

Note: It is desirable that the tenderer attach certificates of no conviction for the tenderer/joint tenderer.

Tender Form No. 1a

LIST OF ALL SUBCONTRACTORS AND DATA ON SUBCONTRACTORS

(Instruction: This form is to be completed only if the tenderer is acting with subcontractors. In the event of a large number of subcontractors, the form should be adapted or copied and attached in multiple copies)

THE FOLLOWING SUBCONTRACTORS WILL PARTICIPATE IN THE EXECUTION OF THE PUBLIC CONTRACT:

Name of subcontractor	
Address and registered office of the subcontractor	
All legal representatives or authorised persons	
Contact person	
Telephone	
Email	
Transaction account of the company	
Company registration number	
VAT ID number	
Type of works to be performed	
Value of works to be performed (EUR excluding VAT)	
The subcontractor requests direct payment (mark as appropriate)	YES / NO

Date: Subcontractor's signature:

_____ _____

Note: It is desirable that the tenderer attach certificates of no conviction for the subcontractor.

FOR INFORMATION PURPOSES ONLY

Tender Form No. 1b

STATEMENT OF THE SUBCONTRACTOR

SUBCONTRACTOR:

_____

(name)

_____

(address)

I, the undersigned subcontractor, hereby state that:

- we are familiar with the instructions, the tenderer and the tender conditions, as well as the criteria for the award of the public contract, and that we fully agree with them;
- we are familiar with the payment terms set out in the tender documentation;
- in the event that we request direct payment, we give the contracting authority our consent to settle our claim against the principal contractor, under the terms set out in this tender documentation, to us instead of to the principal contractor, for the works performed in relation to the subject of the public contract.

Date: _____

Subcontractor's signature: _____

FOR INFORMATION PURPOSES ONLY

Tender Form No. 2

DATA ON THE MEMBERS OF MANAGEMENT, GOVERNANCE OR SUPERVISORY BODIES AND PERSONS AUTHORISED TO REPRESENT, DECIDE FOR OR SUPERVISE THE TENDERER (the lead tenderer and all joint tenderers) or SUBCONTRACTORS

(Instructions: make copies of the form for the required number of all members of the management, governance or supervisory bodies and persons authorised to represent, decide for or supervise all economic operators participating in the tender)

First name and surname	
Date of birth	
EMŠO (personal identification number)	
Place of birth	
Municipality of birth	
Country of birth	
Permanent/temporary address (street and house number, post office and postcode)	
Nationality	

By signing this document, I authorise the contracting authority, UNIVERSITY OF LJUBLJANA, Kongresni trg 12, 1000 Ljubljana, to obtain, for the purposes of the public procurement procedure **"New building of the UL Faculty of Mechanical Engineering" within the framework of the operation "Construction and establishment of the research infrastructure of the Faculty of Mechanical Engineering, University of Ljubljana (RI FS US)",** based on the personal data provided above, a Certificate from the criminal record for natural persons from the Ministry of Justice or via the e-Dosje information system, that will not be older than 4 months before the deadline for submitting tenders.

Date: _____

Signature of the above-mentioned natural person: _____

Note: It is desirable that the tenderer attach with the tender the certificates of no conviction for the members of the management, governance or supervisory bodies and persons authorised to represent, decide for or supervise the tenderer, the joint tenderer and the subcontractor.

FOR INFORMATION PURPOSES ONLY

Tender Form No. 3

TENDER No.: _____

TENDERER:

_____

1. In accordance with the tender conditions and tender documentation, we are willing to execute the public contract **"New building of the UL Faculty of Mechanical Engineering" within the framework of the operation "Construction and establishment of the research infrastructure of the Faculty of Mechanical Engineering, University of Ljubljana (RI FS UL)"** on a "turnkey" price basis:

Value of the contractual works according to the tender cost estimate		EUR
Discount		EUR
Value excluding VAT		EUR
+ VAT 22%		EUR
TENDER PRICE		**EUR**

(in words: _____ euros and ___/100)

2. Validity of the tender: up to and including **26 February 2027**, with the possibility of extension at the contracting authority's request.

3. By submitting the tender, we confirm that we will carry out the work in accordance with the conditions and requirements stated in the sample contract and that we are familiar with the sample contract and agree with its content.

FOR INFORMATION PURPOSES ONLY

4. We hereby state that the tender estimate, which forms part of our tender No. __, dated __/__/____ (hereinafter referred to as: our tender cost estimate), has not been altered in the description of items, quantities or in any other part, or in any other way, except for the completion of the tender prices;

5. We hereby state that we accept full responsibility should it be established that our tender cost estimate is not completely and entirely identical to the sample tender cost estimate.

6. We expressly state that if it is found, after the public contract has been signed, that our tender cost estimate is not completely and entirely identical to the sample tender estimate published by the contracting authority (except in respect of the completion of prices and other data requested by the contracting authority in the tender documentation), any discrepancies in our tender cost estimate shall be considered typographical errors and, consequently, the tender prices in our tender cost estimate shall apply based on the items of the tender cost estimate published by the contracting authority.

Date: Tenderer's signature:

_____ _____

FOR INFORMATION PURPOSES ONLY

Tender Form No. 4a

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

LIST OF THE ECONOMIC OPERATOR'S MOST IMPORTANT REFERENCES

ECONOMIC OPERATOR

We hereby state that, from 1 January 2010 onwards, we have successfully completed at least two comparable reference projects. A comparable reference project is defined as the construction of a new building or the reconstruction of up to 2 (two) structures, whereby both structures must be classified as a Building (No. 1 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)), for which an operating permit or other comparable decision has been obtained from a foreign authority competent to issue such a decision abroad, namely:

Reference contracting authority*	Value of GOI works for up to two structures combined (EUR excluding VAT)	The tenderer to mark as appropriate (in case the structures have different classifications, the tenderer shall circles multiple options)	Date of the operating permit/other comparable decision	Contact details of the reference contracting authority (first name, surname and email)
		a) Building (No. 1) b) Building for public entertainment, education or hospital and institutional care (No. 126) c) Industrial building (No. 1251)		
		a) Building (No. 1) b) Building for public entertainment,		

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		education or hospital and institutional care (No. 126) c) Industrial building (No. 1251)		

* The reference contracting authority is considered to be the investor or the user of the building.

Date: _____

Signature of the economic operator: _____

FOR INFORMATION PURPOSES ONLY

Tender Form No. 4b

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

CERTIFICATE OF A REFERENCE CONTRACTING AUTHORITY

Reference contracting authority: _____

issues this reference certificate of satisfactory work, by which it declares that the economic operator listed below has successfully performed the work listed below (i.e. in terms of time, quantity and quality in accordance with the contract, the agreement and the applicable regulations).

Economic operator that carried out the reference contract: _____

_____

Name or description of the reference contract:

Construction (construction of a new building or the reconstruction) of one or two structures classified as a Building (No. 1 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)), for which the value of the GOI works for both structures amounted to EUR _____ excluding VAT, whereby the structure represents *(to be circled only where the structure corresponds to one of the options listed below, if two structures (construction of a new building or the reconstruction) were built and they fall under both classifications, both options shall be selected)*:

a) Building for public entertainment, education or hospital and institutional care (No. 126) according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22).

b) Industrial building (No. 1251 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22).

An operating permit has been obtained for the building, or another comparable decision has been obtained from a foreign authority competent to issue such a decision abroad, namely on _____ (indicate the date).

Contact person of the reference contracting authority (first name, surname, email or telephone number):

_____.

Date:

Stamp and signature of the responsible person of the contracting authority:

_____ _____

FOR INFORMATION PURPOSES ONLY

Tender Form No. 4c

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

LIST OF THE ECONOMIC OPERATOR'S MOST IMPORTANT REFERENCES

ECONOMIC OPERATOR

We hereby state that we have successfully protected the excavation pit for each individual reference construction project in the period from 1 January 2010 onwards, in a total length of at least 100 metres and a depth of at least 5 metres using sheet piles, namely:

Reference contracting authority*	Date of execution (start and end dates)	Contact details of the reference contracting authority (first name, surname and email)

* The contracting authority is considered to be the investor or the user of the building.

FOR INFORMATIONAL PURPOSES ONLY

Date: _____

Signature of the economic operator: _____

Tender Form No. 4d

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

CERTIFICATE OF A REFERENCE CONTRACTING AUTHORITY

Reference contracting authority: _____

_____

issues this reference certificate of satisfactory work, hereby certifying that _____ (economic operator) has successfully (i.e. in terms of time, quantity and quality in accordance with the contract, the agreement and the applicable regulations) protected the excavation pit in a total length of at least 100 m and a depth of at least 5 m using sheet piles.

The protection of the excavation pit started on _____ and was successfully completed on _____ (specify the date).

Contact person of the reference contracting authority (first name, surname, email or telephone number):

_____.

Date:

_____

Stamp and signature of the responsible person of the contracting authority:

_____

FOR INFORMATION PURPOSES ONLY

Tender Form No. 4e

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

LIST OF THE ECONOMIC OPERATOR'S MOST IMPORTANT REFERENCES

ECONOMIC OPERATOR

We hereby declare that for each individual reference construction in the period from 1 January 2010 onwards, we have successfully completed deep foundation works involving at least 30 Benotto piles at a length of at least 15 m, namely:

Reference contracting authority*	Date of execution (start and end dates)	Contact details of the reference contracting authority (first name, surname and email)

* The contracting authority is considered to be the investor or the user of the building.

Date: _____

Signature of the economic operator: _____

FOR INFORMATIONAL PURPOSES ONLY

Tender Form No. 4f

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

CERTIFICATE OF A REFERENCE CONTRACTING AUTHORITY

Reference contracting authority: _____

_____

issues this reference certificate of satisfactory work, hereby certifying that _____ (economic operator) has successfully (i.e. in terms of time, quantity and quality in accordance with the contract, the agreement and the applicable regulations) carried out deep foundation works involving at least 30 Benotto piles at a length of at least 15 m.

The deep foundation works started on _____ and were successfully completed on _____ (specify the date).

Contact person of the reference contracting authority (first name, surname, email or telephone number):

_____.

Date:

_____

Stamp and signature of the responsible person of the contracting authority:

_____

FOR INFORMATION PURPOSES ONLY

Tender Form No. 4g

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

LIST OF THE ECONOMIC OPERATOR'S MOST IMPORTANT REFERENCES

ECONOMIC OPERATOR

We hereby state that we have successfully carried out at least 30 geoprobes for each individual reference construction in the period from 1 January 2010 onwards, with each geoprobe being at least 25 metres long, namely:

Reference contracting authority*	Date of execution (start and end dates)	Contact details of the reference contracting authority (first name, surname and email)

* The contracting authority is considered to be the investor or the user of the building.

Date: _____

Signature of the economic operator: _____

FOR INFORMATIONAL PURPOSES ONLY

Tender Form No. 4h

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

CERTIFICATE OF A REFERENCE CONTRACTING AUTHORITY

Reference contracting authority: _____

_____

issues this reference certificate of satisfactory work, hereby certifying that _____ (economic operator) has successfully (i.e. in terms of time, quantity and quality in accordance with the contract, the agreement and the applicable regulations) carried out at least 30 geoprobes, each with a length of at least 25 metres.

The reference project described above started on _____ and was successfully completed on _____ (specify the date).

Contact person of the reference contracting authority (first name, surname, email or telephone number):

_____.

Date:

_____

Stamp and signature of the responsible person of the contracting authority:

_____

FOR INFORMATION PURPOSES ONLY

Tender Form No. 4i

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

STATEMENT AND LIST OF THE MOST IMPORTANT REFERENCES FOR THE SITE MANAGER

SITE MANAGER (first name, surname):

_____

We hereby state that the above-mentioned site manager is fluent in the Slovenian language and that, in the period from 1 January 2010 onwards, he has successfully acted as site manager for two comparable reference projects. A comparable reference project is defined as the construction of a new building or the reconstruction of up to 2 (two) structures, whereby both structures must be classified as a Building (No. 1 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)), for which an operating permit has been obtained, or other comparable decision from a foreign authority competent to issue such a decision abroad, namely:

Reference contracting authority*	Value of GOI works for up to two structures combined (EUR excluding VAT)	The tenderer to mark as appropriate (in case the structures have different classifications, the tenderer shall circles multiple options)	Date of the operating permit/other comparable decision	Contact details of the reference contracting authority (first name, surname and email)
		a) Building (No. 1) b) Building for public entertainment, education or hospital and institutional care (No. 126) c) Industrial building (No. 1251)		

FOR INFORMATION PURPOSES ONLY

		a) Building (No. 1) b) Building for public entertainment, education or hospital and institutional care (No. 126) c) Industrial building (No. 1251)		

* The contracting authority is considered to be the investor or the user of the building.

Date: _____

Signature of the economic operator: _____

FOR INFORMATION PURPOSES ONLY

Tender Form No. 4j

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

CERTIFICATE OF THE REFERENCE CONTRACTING AUTHORITY FOR THE SITE MANAGER

Reference contracting authority: _____

_____

issues this reference certificate of satisfactory work, hereby certifying that _____ (first name and surname) has successfully (i.e. in terms of time, quantity and quality in accordance with the contract, the agreement and the applicable regulations) managed the construction of a structure (construction of a new building or the reconstruction) of one or two structures classified as a Building (No. 1 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)), with the value of the GOI works for both structures amounting to EUR _____excluding VAT, whereby the structure represents *(to be circled only where the structure corresponds to one of the options listed below; if two structures (construction of a new building or the reconstruction) were built, and they fall under both classifications, both options shall be selected)*:

c) Building for public entertainment, education or hospital and institutional care (No. 126) according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)

d) Industrial building (No. 1251 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)

An operating permit has been obtained for the building, or another comparable decision from a foreign authority competent to issue such a decision abroad, namely on _____ (indicate the date).

Contact person of the reference contracting authority (first name, surname, email or telephone number):

_____.

Date:

Stamp and signature of the responsible person of the contracting authority:

_____ _____

FOR INFORMATION PURPOSES ONLY

Tender Form No. 4k

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

LIST OF THE MOST IMPORTANT REFERENCES FOR THE AUTHORISED ENGINEER / CONSTRUCTION MANAGER

AUTHORISED ENGINEER/CONSTRUCTION MANAGER (first name, surname):

_____

We hereby declare that the above-mentioned engineer/construction manager has, since 1 January 2010, participated as a qualified engineer/construction manager in the construction of the structures for one comparable reference project. A comparable reference project is defined as the construction of a new building or the reconstruction of up to 2 (two) structures, whereby both structures must be classified as a Building (No. 1 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)), for which an operating permit has been obtained, or other comparable decision from a foreign authority competent to issue such a decision abroad, namely:

Reference contracting authority*	Value of GOI works for up to two structures combined (EUR excluding VAT)	The tenderer to mark as appropriate (in case the structures have different classifications, the tenderer shall circles multiple options)	Date of the operating licence or other comparable decision	Contact details of the reference contracting authority (first name, surname and email)
		a) Building (No. 1) b) Building for public entertainment, education or hospital and institutional care (No. 126) c) Industrial building (No. 1251)		

FOR INFORMATIVE PURPOSES ONLY

* The contracting authority is considered to be the investor or the user of the building.

Date: _____

Signature of the economic operator: _____

FOR INFORMATION PURPOSES ONLY

Tender Form No. 4l

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

CERTIFICATE OF THE REFERENCE CONTRACTING AUTHORITY FOR THE AUTHORISED ENGINEER/CONSTRUCTION MANAGER

Reference contracting authority: _____

_____

issues this reference certificate of satisfactory work, hereby certifying that _____ (first name and surname) has successfully (i.e. in terms of time, quantity and quality in accordance with the contract, the agreement and the applicable regulations) participated as an authorised engineer/construction manager in the construction (construction of a new building or the reconstruction) of one or two structures classified as a Building (No. 1 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)), with the value of the GOI works for both structures amounting to EUR _____excluding VAT, whereby the structure represents *(to be circled only where the structure corresponds to one of the options listed below; if two structures (construction of a new building or the reconstruction) were built, and they fall under both classifications, both options shall be selected)*:

f) Building for public entertainment, education or hospital and institutional care (No. 126) according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)

g) Industrial building (No. 1251 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)

An operating permit has been obtained for the building, or another comparable decision from a foreign authority competent to issue such a decision abroad, namely on _____ (*indicate the date*).

Contact person of the reference contracting authority (first name, surname, email or telephone number):

_____.

Date:

Stamp and signature of the responsible person of the contracting authority:

_____ _____

FOR INFORMATION PURPOSES ONLY

Tender Form No. 4m

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

LIST OF THE MOST IMPORTANT REFERENCES FOR THE AUTHORISED ENGINEER / MECHANICAL ENGINEERING MANAGER

AUTHORISED ENGINEER/MECHANICAL ENGINEERING MANAGER (first name, surname):

_____

We hereby state that the above-mentioned engineer/mechanical engineering manager has, since 1 January 2010, participated as a qualified engineer/mechanical engineering manager in the construction of at least two comparable reference projects. A comparable reference project is defined as the construction of a new building or the reconstruction of up to 2 (two) structures, whereby both structures must be classified as a Building (No. 1 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)), for which an operating permit has been obtained, or other comparable decision from a foreign authority competent to issue such a decision abroad, namely:

Reference contracting authority*	Value of the GOI works for up to two structures combined (EUR excluding VAT)	Value of mechanical installation works for each individual reference project (EUR exclusive of VAT)	The tenderer to mark as appropriate (in case the structures have different classifications, the tenderer shall circles multiple options)	Date of the operating licence or other comparable decision	Contact details of the reference contracting authority (first name, surname and email)
			a) Building (No. 1) b) Building for public entertainment, education or hospital and institutional care (No. 126)		

FOR INFORMATIONAL PURPOSES ONLY

			c) Industrial building (No. 1251)		
			a) Building (No. 1) b) Building for public entertainment, education or hospital and institutional care (No. 126) c) Industrial building (No. 1251)		

* The contracting authority is considered to be the investor or the user of the building.

Date: _____

Signature of the economic operator: _____

FOR INFORMATION PURPOSES ONLY

Tender Form No. 4n

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

CERTIFICATE OF THE REFERENCE CONTRACTING AUTHORITY FOR THE AUTHORISED ENGINEER / MECHANICAL ENGINEERING MANAGER

Reference contracting authority: _____

_____

issues this reference certificate of satisfactory work, hereby certifying that _____ (first name and surname) successfully (i.e. in terms of time, quantity and quality in accordance with the contract, the agreement and applicable regulations) participated as an authorised engineer/mechanical engineering manager in the construction (construction of a new building or the reconstruction) of one or two structures classified as a Building (No. 1 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)), in which the value of the GOI works for both structures amounted to EUR _____ excluding VAT, and the total value of the mechanical installation works amounted to EUR _____ excluding VAT, whereby the structure represents *(to be circled only where the building corresponds to one of the options listed below: if two structures (construction of a new building or the reconstruction) were built, and they fall under both classifications, both options shall be selected)*:

h) Building for public entertainment, education or hospital and institutional care (No. 126) according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)

i) Industrial building (No. 1251 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)

An operating permit has been obtained for the building, or another comparable decision from a foreign authority competent to issue such a decision abroad, namely on _____ (*indicate the date*).

Contact person of the reference contracting authority (first name, surname, email or telephone number):

_____.

Date:

Stamp and signature of the responsible person of the contracting authority:

_____ _____

FOR INFORMATION PURPOSES ONLY

Tender Form No. 4o

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

LIST OF THE MOST IMPORTANT REFERENCES FOR THE AUTHORISED ENGINEER/ELECTRICAL ENGINEERING MANAGER

AUTHORISED ENGINEER/ELECTRICAL ENGINEERING MANAGER (first name, surname):

_____

We hereby state that the above-mentioned engineer/electrical engineering manager has, since 1 January 2010, participated as a qualified engineer/electrical engineering manager in the construction of at least two comparable reference projects. A comparable reference project is defined as the construction of a new building or the reconstruction of up to 2 (two) structures, whereby both structures must be classified as a Buildings (No. 1 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)), for which an operating permit has been obtained, or other comparable decision from a foreign authority competent to issue such a decision abroad, namely:

Reference contracting authority*	Value of the GOI works for up to two structures combined (EUR excluding VAT)	Value of electrical installation works for each individual reference project (EUR exclusive of VAT)	The tenderer to mark as appropriate (in case the structures have different classifications, the tenderer shall circles multiple options)	Date of the operating licence or other comparable decision	Contact details of the reference contracting authority (first name, surname and email)
			a) Building (No. 1) b) Building for public entertainment, education or hospital and institutional care (No. 126)		

FOR INFORMATION PURPOSES ONLY

			c) Industrial building (No. 1251)		
			a) Building (No. 1) b) Building for public entertainment, education or hospital and institutional care (No. 126) c) Industrial building (No. 1251)		

* The contracting authority is considered to be the investor or the user of the building.

Date: _____

Signature of the economic operator: _____

FOR INFORMATION PURPOSES ONLY

Tender Form No. 4p

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

CERTIFICATE OF THE REFERENCE CONTRACTING AUTHORITY FOR THE AUTHORISED ENGINEER/ELECTRICAL ENGINEERING MANAGER

Reference contracting authority: _____

_____

issues this reference certificate of satisfactory work, hereby certifying that _____ (first name and surname) successfully (i.e. in terms of time, quantity and quality in accordance with the contract, the agreement and applicable regulations) participated as an authorised engineer/electrical engineering manager in the construction of (construction of a new building or the reconstruction) of one or two structures classified as a Building (No. 1 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)), in which the value of the GOI works for both structures amounted to EUR _____ excluding VAT, and the total value of the electrical installation works amounted to EUR _____ excluding VAT, whereby the structure represents *(to be circled only where the building corresponds to one of the options listed below; if two structures (construction of a new building or the reconstruction) were built, and they fall under both classifications, both options shall be selected)*:

j) Building for public entertainment, education or hospital and institutional care (No. 126) according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)

k) Industrial building (No. 1251 according to the Classification of the types of constructions (CC-SI) – Decree on the classification of structures (Official Gazette of the Republic of Slovenia, No. 96/22)

An operating permit has been obtained for the building, or another comparable decision from a foreign authority competent to issue such a decision abroad, namely on _____ (indicate the date).

Contact person of the reference contracting authority (first name, surname, email or telephone number):

_____

Date:

Stamp and signature of the responsible person of the contracting authority:

_____ _____

FOR INFORMATION PURPOSES ONLY

Tender Form No. 4r

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

STATEMENT AND LIST OF THE MOST IMPORTANT REFERENCES FOR THE BIM COORDINATOR

AUTHORISED BIM COORDINATOR (first name, surname):

_____

We hereby state that the above-mentioned BIM coordinator holds at least a Bologna first-cycle degree (technical field) and that, in the last 10 years before the publication of this public contract, has participated as a BIM coordinator in the design or construction of a complex building:

Reference contracting authority*	Value of GOI works for the building (EUR excluding VAT)	Date of structure handover	Contact details of the reference contracting authority (first name, surname and email)

* The contracting authority is considered to be the investor or the user of the building.

Date: _____

Signature of the economic operator: _____

FOR INFORMATIVE PURPOSES ONLY

Tender Form No. 4s

(Instructions: copy the form if necessary for a large number of references and/or references cited by several economic operators in the tender)

CERTIFICATE OF THE REFERENCE CONTRACTING AUTHORITY FOR THE BIM COORDINATOR

Reference contracting authority: _____

_____

issues this reference certificate of satisfactory work, hereby certifying that _____ (first name and surname) has successfully (i.e. in terms of time, quantity and quality in accordance with the contract, the agreement and the applicable regulations) participated as a BIM coordinator in the design or construction of a complex building, for which the value of the GOI works amounted to EUR _____ excluding VAT.

The handover of the building took place on _____ (*state the date of handover*).

Contact person of the reference contracting authority (first name, surname, email or telephone number):

_____.

Date:

_____

Stamp and signature of the responsible person of the contracting authority:

_____

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Tender Form No. 5

(Instruction: copy the form for the required number of economic operators)

STATEMENT OF THE ECONOMIC OPERATOR

ECONOMIC OPERATOR

_____

The undersigned economic operator for the public contract "**New building of the UL Faculty of Mechanical Engineering**" published on the Public procurement portal on .....2026 under the number JN.....

hereby states,

under material and criminal liability, that we are not in any of the situations listed below, as defined in the first paragraph of Article 5k of COUNCIL REGULATION (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine:

a) a Russian national, or a natural person, legal entity, operator or body established in Russia;
b) legal persons, entities or bodies whose proprietary rights are directly or indirectly owned for more than 50% by an entity referred to in point (a) of this paragraph; or
c) natural or legal persons, entities or bodies acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph;
d) a subcontractor, supplier or entity whose capacities are used within the meaning of the public procurement directives, representing more than 10% of the contract value.

Date: _____

Signature of the economic operator: _____

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Tender Form No. 6

SAMPLE CONTRACT

CONTRACTING AUTHORITY:	UNIVERSITY OF LJUBLJANA, Kongresni trg 12, 1000 Ljubljana, represented by Prof. Dr Gregor Majdič, Rector company registration number: 5085063000 VAT ID no: SI 54162513 transaction account: 011006030707119 opened at the Administration for Public Payments (UJP) (hereinafter: the contracting authority)
	and
CONTRACTOR:	.... company reg. no.: ..... VAT ID no.: …….. transaction account no.: ..... (hereinafter: the contractor or the supplier)

(hereinafter jointly referred to as: the contracting parties)

hereby enter into the following

CONSTRUCTION CONTRACT No. _____

"New building of the UL Faculty of Mechanical Engineering"

I. WHEREAS

Article 1

The contracting parties hereby establish that:

- the contracting authority has carried out a public procurement procedure for the performance

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of construction, finishing and installation works for the new building of the Faculty of Mechanical Engineering at the University of Ljubljana as part of the operation "Construction and establishment of the research infrastructure of the Faculty of Mechanical Engineering, University of Ljubljana (RI FS UL)", which was published on the Public procurement portal under No. _____ on _____ (hereinafter: the public contract);

- the contractor was selected as the tenderer who submitted an admissible and economically most favourable tender;
- the contractor's tender, together with all annexes and documents relating to the award of the public contract (hereinafter also: tender documentation), forms an integral part of this contract and is binding on the contractor in full and to the same extent as this contract. In the event of any inconsistencies between the provisions of this contract and the contractor's tender or the tender documentation, the provisions of this contract shall prevail, followed by the provisions of the tender documentation and then the tender.

"The operation is co-financed by the European Union from European Cohesion Policy funds and the Republic of Slovenia."

II. SUBJECT OF THE CONTRACT

Article 2

The subject matter of the contract is the performance of construction, finishing and installation works (hereinafter also: the GOI works) for the new building of the Faculty of Mechanical Engineering at the University of Ljubljana as part of the operation "Construction and establishment of the research infrastructure of the Faculty of Mechanical Engineering, University of Ljubljana (RI FS UL)", in accordance with the tender documentation for the public contract, the provisions of the Construction Act (Official Gazette of the Republic of Slovenia, No. 199/21, as amended and supplemented; hereinafter the GZ-1) and in accordance with other regulations in force in the Republic of Slovenia, as well as regulations governing the implementation of the EU Cohesion Policy in the Republic of Slovenia.

The contractual works shall be carried out so as to ensure the award of a gold certificate under the DGNB sustainable construction certification system. Only materials that do not harm human health or the environment shall be used for the construction and execution of works. For this purpose, the annex to the public procurement tender documentation: "11_JULFS--6X9001#DGNB_Classes" is used.

The contractor undertakes to carry out the contractual works in accordance with:

- **the Documentation for obtaining opinions and a building permit (DGD)** Faculty of Pharmacy, project no. 176/2021, designers Arhema d.o.o. and Atelierarhitekti d.o.o., Shared access and landscaping of the Faculty of Mechanical Engineering and Faculty of Pharmacy area, project no. 362-20, designers IBE d.d. and SADAR + VUGA d.o.o, Faculty of Mechanical Engineering, project no. 362-19, designers IBE d.d. and SADAR + VUGA d.o.o;
- **the Opinions and consents related to the construction;**
- **the Environmental Impact Report** No. 100123-11523, prepared by GIGA-R d.o.o. and E-NET OKOLJE d.o.o.;

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- **the integral building permit** no. 35105-53/2023-2550-71 dated 16 July 2024 (final 20 September 2024), issued by the Ministry of Natural Resources and Spatial Planning, Republic of Slovenia;
- **the detailed design documents (PZI)** for the Faculty of Mechanical Engineering, project no. 362-19, September 2025, designers: IBE d.d. and SADAR + VUGA d.o.o.;
- **the tender documentation (DZR) with the works schedule for construction, finishing and installation (GOI) works** for the Faculty of Mechanical Engineering, project no. 362-19, May 2026, designers: IBE d.d. and SADAR + VUGA d.o.o.;
- **the special technical conditions with annex (quality classes of installed materials, elements and equipment)**, May 2026;
- **the list of key cost elements;**
- the textual descriptions of works from the tender documentation and its annexes;
- the contractor's tender no. _____, dated _____;
- the regulations, standards, technical specifications and other legislation applicable to this type of works, and regulations governing the implementation of the EU Cohesion Policy in the Republic of Slovenia.

The following documentation must also be taken into account when carrying out the contractual works:

- ***Common access entrance, external landscaping and construction of utility infrastructure for the University of Ljubljana Faculty of Mechanical Engineering and Faculty of Pharmacy area,*** *Detailed design documents (PZI), project no. 380-20, June 2025, designers: IBE d.d. and SADAR + VUGA d.o.o.;*
- ***Relocation of the S1000 gas pipeline in the OPPN65 area – Biotechnical Centre****, project no. S 1000/22428, Detailed design documents (PZI), April 2024, designer: Energetika Ljubljana d.o.o.;*
- ***Expansion of the public section of the DN150 water supply system for the connection to the Faculty of Mechanical Engineering and the Faculty of Pharmacy****, project no. KFSFFA-D549/095, Detailed design documents (PZI), June 2025, designer: IBE d.d.;*
- ***Reconstruction of the 20 kV MV cable loop RTP13 Vič 110/20 kV (J17) – (J09) in the area of the Faculty of Mechanical Engineering and the Faculty of Pharmacy****, project no. DFSFFA-D549/095, Detailed design documents (PZI), January 2025, designer: IBE d.d.;*
- ***Detailed design Plan, 1/4 Interior Fittings and Furniture****, JULFS--7A/04, September 2025, designer: IBE d.d. and SADAR + VUGA d.o.o.;*
- ***Detailed design Plan, 1/5 Laboratory technical equipment****, JULFS--7A/05, September 2025, designer: IBE d.d. and SADAR + VUGA d.o.o.;*
- ***Detailed design Plan, 5/1 Kitchen technical equipment****, JULFS--7T/01, September 2025, designer: IBE d.d. and SADAR + VUGA d.o.o.*

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III. DEADLINES

Article 3

The contractor undertakes to start the works that are the subject of this contract within 8 days of receiving a written request from the contracting authority, and to complete them by 30 June 2029 at the latest.

Within 7 days of signing this contract, the contractor shall draw up and submit to the contracting authority for approval a draft schedule for the execution of works, which must include at least all the main phases of the GOI works and take into account all key milestones, dependencies between activities, the critical path, deadlines for the approval of technical documentation, delivery dates for key equipment and materials with long lead times and the completion of all works. In the draft schedule, the contractor must particularly highlight the critical deadlines.

The deadline for the completion of all works under this contract is fixed and cannot be changed.

The following key milestones (interim deadlines) must be taken into account in the draft schedule:

- the reinforced concrete base plate must be completed within 9 months of signing the contract;
- 50% of the reinforced concrete plate above the underground section must be completed within 10 months of signing the contract;
- the reinforced concrete structure shall be completed within 20 months of the contract award;
- works up to and including the 3rd extended construction phase must be completed within two years of signing the contract;
- the conditions to start the installation of equipment needed for the successful passing of technical inspection must be in place by the end of September 2028;
- all remaining areas shall be prepared for the installation of equipment by the end of November 2028;
- at least one service elevator must be operational and available also to other equipment suppliers by the end of September 2028;
- the transformer station must be handed over and accepted by the end of September 2028. Technical inspection must also be successfully completed by the said deadline;
- the shelter facilities must be completed by the end of December 2028. Technical inspection of the shelters must also be successfully completed by the said deadline;
- Submission of documentation needed for technical inspection: by 31 January 2029 inclusive.
- Technical inspection must be carried out by 1 March 2029 at the latest;
- quality inspection must be completed no later than 30 days after the technical inspection;
- the operating permit to be obtained on 15 April 2029
- additional 60 days for repairing defects and handover of the facility.

Once approved by the contracting authority, the contractor must further detail the agreed draft schedule and submit it to the contracting authority no later than 20 days after the approval.

To manage and update the schedule, the contractor must provide an operational project manager or execution planner who participates in coordination meetings and updates the schedule, which must be approved by the contracting authority each time, as necessary or at least once a month.

The schedule must be prepared in Microsoft Project or an equivalent tool that allows export to PDF and an exchangeable electronic format.

All works under the contract shall be deemed to have been completed upon the successful handover and acceptance of the building or the completion of all works in accordance with Article 15 of this contract.

Deadlines may be changed in the event of force majeure (for the duration of the force majeure), and the changed deadlines must be approved by the contracting authority, or they may be changed at the contracting authority's express written request.

The contractor must notify the contracting authority in writing via email immediately upon the occurrence or at the latest within 5 days of the grounds for an extension of the contractual deadline. Otherwise, the contractor shall not be entitled to an extension of the contractual deadline. Any changes to the contractual deadline shall be agreed between the contracting authority and the contractor by means of an annex to the contract.

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IV. PRICE

Article 4

The value of contractual works is fixed and agreed based on the **'turnkey'** price clause and amounts to:

The value of works according to the tender cost estimate	_____	***EUR***
Discount	_____	***EUR***
Contract price (exclusive of VAT)		***EUR***
VAT 22%		***EUR***
CONTRACT PRICE:	_____	***EUR***

(in words: _____ EUR and ___/100)

The contract price is fixed and cannot be changed until the completion of all contractual works in accordance with Article 3 of this contract; it includes all costs and any discounts.

Value added tax shall be charged and paid by the contracting authority in accordance with Article 76a of the Value Added Tax Act.

Article 4a

Within 30 days of signing the contract, the contractor shall submit to the contracting authority a price list of cost elements, which must include at least the elements from the List of key cost elements attached as annex to the tender documentation. If the contractor fails, through its own fault, to submit an appropriate price list of key cost elements (i.e. in compliance with the requirements of the tender documentation and the contracting authority) within the specified period, the contracting authority shall be entitled to charge the contractor a contractual penalty amounting to 0.5‰ of the total value of the contractual works (including VAT) for each day of delay. The total contractual penalty in this respect may not exceed 5% (five per cent) of the contractual value (including VAT).

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If the contracting authority incurs costs and damages exceeding the contractual penalty due to a delay in the submission of the relevant price list of cost elements, the contractor shall be obliged to pay all costs incurred and the full amount of damage in addition to contractual penalty. The contracting authority may also liquidate the financial performance bond to recover the costs and damages incurred. Furthermore, the contracting authority may recover the contractual penalty from the funds withheld in accordance with this contract or by offsetting against other amounts owed to the contractor under this contract.

Article 5

The indicated contract price comprises all costs for the performance of the agreed works, as foreseen in the tender and other submitted documentation, as well as all other works needed for the construction and use of the building that is the subject of the contract.

Article 6

The contractor hereby expressly confirms that it is familiar with both the building and the technical specifications according to which it will perform the works, and waives in advance any claim arising from unforeseen working conditions, incomplete and/or inadequate documentation, and undertakes to remedy such deficiencies at its own expense and in a manner to be agreed in advance with the contracting authority, without this affecting the deadline, the quality of the materials used or works performed, or the functionality of individual parts or the building as a whole.

V. INVOICING AND PAYMENTS

Article 7

The contractor shall invoice the works performed by issuing interim monthly statements for up to 90% of the value of the contractual works, while the remaining 10% of the contractual value will be invoiced with a final statement of account, which the contractor shall submit to the contracting authority in line with this contract.

The contractor shall deliver each statement, together with invoices or statements from its subcontractors confirmed by the contractor, to the contracting authority's supervisor in one hard copy and one electronic copy by the 5th day of the month for the preceding month at the latest.

When issuing an invoice or statement, the contractor must refer to the contract number. The last day of the month shall be deemed the date on which the services (construction works) were performed.

The first working day following the date of receipt of the invoice or statement shall be deemed the start of the period in which the contracting authority must pay the invoice or statement to the contractor.

Should the contracting authority have any comments on the statement received, it shall be obliged to confirm the undisputed part of the statement within 10 working days of receipt and to adopt a final decision on the disputed part by the next statement.

The contracting authority shall pay undisputed amounts of the statements within 30 days of the official receipt of the e-invoice, which has been previously approved by the supervisor.

Article 8

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The contractor shall submit the final statement in two parts, namely:

- 8% of the value of the final statement within 5 working days of the contracting authority's written acceptance of the completed works, i.e., after the rectification of all defects as per the technical inspection and quality inspection reports, the issue of the operating permit and the signing of the final statement of works and the handover of the financial warranty bond (hereinafter also: part 1 of the final statement);
- 2% of the value of the final statement within 5 working days of obtaining the DGNB certificate (hereinafter also: part 2 of the final statement).

Passed quality inspection, technical inspection and the obtaining of the operating permit is a necessary but not sufficient condition for the final account.

Prior to signing the final account, the contractor and the contracting authority's supervisor must carry out a quality inspection of all works performed, record any substandard works in the minutes and set a deadline for rectifying all defects. The contractor must rectify all such defects within the deadline set by the contracting authority. Once the defects have been rectified, the contracting authority shall verify whether the quality inspection or rectification of all defects has in fact been carried out and the signatories shall proceed to prepare the final account.

If the contractor fails to rectify the defects or does not rectify them by the deadline agreed in the previous paragraph, the contracting authority or another contractor acting on behalf of the contracting authority may do so at the contractor's expense and deduct such costs from the final account.

The contracting authority shall pay the final statement (parts 1 and 2 of the final statement) within 30 days of the official receipt of the e-invoice, which has been previously approved by the supervisor.

VI. OTHER MUTUAL OBLIGATIONS

Article 9

The contractor undertakes to do the following at its own expense which is included in the contract price:

- perform the contractually agreed work conscientiously, honestly and in accordance with this contract, the final integral building permit, the complete project and technical documentation, works schedule, reports, detailed designs, studies and the applicable legislation, including the related implementing acts, regulations, technical guidelines, standards and norms, professional rules and good construction practice;
- provide the contracting authority within 20 days of signing the contract with a financial performance bond issued by a bank or an insurance company with registered office or branch in the Republic of Slovenia, in the amount of 5% of the contract value (including VAT) as specified in Article 4 of this contract, payable on first written demand, valid at least until the scheduled handover and acceptance of the building and for a further 30 days. Should the date of the scheduled handover and acceptance of the building be postponed to a later date, the contractor must extend the validity of the financial security accordingly before the expiry of the previous financial security;

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- until the scheduled handover and acceptance of the building and for a further 30 days, the contractor's liability for damage shall be insured in accordance with the provisions of Article 16 of the GZ-1, namely in the amount of at least 10% of the contractual value (including VAT) as specified in Article 4 of this contract, which the contractor shall prove by providing a copy of the insurance policy within 20 days of signing the contract. If the submitted copy of the insurance policy is not valid until the scheduled handover and acceptance of the building and for a further 30 days, the contractor must extend the validity of the said insurance policy successively until the handover and acceptance of the building and for a further 30 days;
- prior to the issuance of part 1 of the final statement, it shall provide the contracting authority with a guarantee issued by a bank or insurance company with registered office or branch in the Republic of Slovenia, in the amount of 5% of the final contractual value (including VAT) as warranty bond. The validity of the guarantee must exceed the warranty period under this contract by 30 days, with the option of extension. Instead of a single financial security instrument, the contractor may submit two or more consecutive instruments with shorter validity periods; each such new financial security instrument must be submitted no later than 30 days before the expiry of the previous one and shall fully replace it. The validity of the first security instrument must be at least 5 years and 30 days. The contractor may also submit separate financial securities covering various obligations set out in Article 13 of the contract, i.e. one financial security to cover the obligations under points a, b and c of Article 13, and one financial security to cover the obligations under point d of Article 13. In such a case, the validity of the first security instrument referred to in the previous sentence must be at least 5 years and 30 days;
- do everything within the scope of the obligations undertaken to ensure that the deadlines agreed under this contract are met;
- perform the works at least within the timeframes specified in the working hours table* as regards the date of performance of the works (daylight hours). Nevertheless, the contractor undertakes to perform the works outside these timeframes where necessary or due to the nature of specific works, if permitted by natural, technical, safety and other relevant circumstances, as well as applicable regulations.

*Working hours table

Season of the year	**Full day hours**
1 January – 19 February	8:00 – 17:00 h
20 February – 8 March	7:00 – 17:00 h
9 March – 23 April	7:00 – 18:00 h
24 April – 30 September	6:00 – 19:00 h
1 October – 13 November	7:00 – 17:00 h
14 November – 31 December	8:00 – 17:00 h

- the personnel referred to in Article 17 of the contract shall be present at all times on the construction site, at coordination and other meetings, and during the handover and acceptance of works, whenever necessary for smooth and correct performance of the contractual works or whenever required by the contracting authority or the contracting authority's representative. Should the contractor violate its contractual obligation hereunder (e.g. absence of the required personnel despite the contracting authority's request for their presence), the contracting authority shall be entitled to charge a contractual penalty in the amount of EUR 1,000 per person for each violation. The total

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amount of contractual penalties under this provision may not exceed EUR 300,000.00. Should the contractor fail to pay the contractual penalty by the set deadline, the contracting authority may liquidate the performance bond;

- for installed materials, equipment and work performed prior to installation, submit to the contracting authority the prescribed certificates, declarations of performance, certificates and/or carry out the prescribed tests;
- install only first-class, new materials and equipment of the quality specified in the project and tender documentation; otherwise, it will immediately remove any unsuitable material and/or rectify any unsatisfactory work in a manner that complies with professional standards, at its own expense;
- prior to ordering materials and all visible and serial elements specified in the project or otherwise required, and no later than 60 days prior to installation, submit to the designer, supervisor and contracting authority samples that have already been approved, with all required characteristics (colour, size, etc.), including all supporting documentation; the contracting authority shall approve the samples based on the designer's and/or supervisor's opinion, regardless of any different provisions or wording in the tender documentation, designs or specifications; all samples must be approved at least 12 months prior to the completion of works; should the contractor violate its contractual obligation hereunder, the contracting authority shall be entitled to charge a contractual penalty of EUR 1,000 for each violation. The total amount of contractual penalties hereunder may not exceed EUR 500,000. Should the contractor fail to pay the contractual penalty by the set deadline, the contracting authority may liquidate the performance bond;
- arrange a display area on the construction site for viewing all finished materials no later than before the submission of the first samples; the samples must be on a scale of 1:1 and must remain on the construction site until the end of construction;
- timely prepare technical specifications, mounting or workshop drawings and quality control programmes for monitoring the quality of the materials used and the execution of the works covered by this contract. The contractor must submit the abovementioned documentation to the contracting authority for approval no later than 30 days before the start of individual works. The approved documentation must be submitted to the construction site at least 6 days prior to the start of individual works. The documentation shall be prepared by the contractor's specialised technical services under the supervision of the quality assurance manager;
- should the contracting authority so request, the contractor shall commission special investigations by an organisation designated by the contracting authority. If the suspicion of unsuitability of materials or works performed is proven, the costs of such investigations shall be borne by the contractor; otherwise, they shall be borne by the contracting authority;
- at the contracting authority's request, the contractor shall facilitate the performance of an external quality control by providing all necessary information, access to documentation and cooperation required for such control;
- ensure sustainable construction and provide a coordinator to enable the acquisition of a gold certificate under the DGNB sustainable construction certification system (the registration fee will be paid by the contracting authority);
- prepare and submit the documentation and information required to obtain a sustainable construction certificate under the DGNB system;

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- prepare a site organisation plan prior to the beginning of works and, upon the authorisation of the contracting authority, register the site with the competent inspectorate;
- ensure the monitoring of the construction using the BIM approach;
- within 28 days of the contracting authority's written request under Article 3 of this contract, draw up and submit to the contracting authority, in cooperation with all key construction participants on the contractor's side, a BIM Execution Plan (BEP) for the contracting authority to review and approve;
- the BIM coordinator will lead the implementation of the BIM approach during the construction phase of the building in the BIM environment (BIM 3D);
- use the Common Data Environment (CDE) for the handover and exchange of all project-related documents, not only BIM models, regularly update and monitor it, manage it, enter changes, enter implementation data, supporting evidence, and enter data for the PID and NOV DZO. The Common Data Environment will be provided by the contracting authority;
- use the Common Data Environment (CDE) for the handover and exchange of all assets or elements specified in the OIR – *Organisational Information Requirements* document. It also undertakes to submit, in a timely and appropriate manner, the *AIR – Asset Information Requirements* document with pre-defined attributes (properties) for all the abovementioned assets, which are necessary for the transition to management and maintenance within the Common Data Environment, and to notify the contracting authority in the event of any deficiencies. The handover of the required data shall be carried out in the agreed format / CDE – COBie module or Handover module, which shall be provided by the contracting authority.
- each month (by the 5th day of the month for the previous month) regularly produce BIM models incorporating changes that have arisen during construction as a result of changed project solutions or replacement of materials or equipment. The contractor shall regularly record changes. The contractor shall deliver the BIM models of changes on a monthly basis in IFC formats. The delivered BIM models of changes must meet all BEP requirements and must be information-compatible with the BIM models of the PZI phase. Prior to handover to the contracting authority, the contractor must carry out an internal quality control in accordance with the BEP and submit a quality control report together with the models.
- submit drawings supplemented with the changes that arose during construction as a result of changed project solutions or replacement of materials or equipment, which form the basis for the preparation of PID documentation. The contractor shall record the changes during construction or immediately upon their occurrence, and shall submit them monthly (by the 5th day of the month for the previous month) in DWG and PDF formats.
- fulfil all other obligations relating to BIM in accordance with the Special Technical Conditions and the BEP BIM Implementation Plans, which define the requirements and protocols for the production, handover, approval and use of documentation and models, in the shared CDE environment provided by the contracting authority;
- independently ensure that all necessary occupational health and safety, environmental protection and fire safety measures are in place and implemented during the performance of contractual works and assume full responsibility for the consequences of any failure to do so; it also undertakes to pay any resulting damage;

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- ensure safety on and around the construction site, with particular emphasis on the safety of workers and all passers-by, at its own expense;
- protect the neighbouring existing buildings, objects, the surroundings and persons from damage and destruction at its own expense; it must also protect the existing utility networks, infrastructure, communication and other equipment, and pay any damage caused;
- in the event of potential conflicts in the technical specifications opt for the higher-quality solution (e.g. works schedule – submitted appropriate sample), subject to prior approval by the designer, supervisor and contracting authority;
- apply the same payment terms for settling obligations to its suppliers of goods, subcontractors and partners as those specified in the contract with the contracting authority for the public contract;
- acknowledge, invoice and pay its suppliers, subcontractors and partners all outstanding liabilities in accordance with the invoices issued for services provided by subcontractors and partners or for goods supplied by suppliers in line with the inflows under the general contract;
- hand over to the contracting authority a clean site that can be put into use immediately;
- dispose of any debris and waste generated during the works at designated landfills, providing appropriate certificates as evidence, in accordance with the applicable regulations, which shall be submitted to the contracting authority,
- cooperate with the contracting authority's authorised representative during the performance and until the completion of all works under this contract;
- not to replace any subcontractor without the contracting authority's prior written consent and provided that the new subcontractor meets the conditions for subcontractors set out in the tender documentation. The contractor shall propose the replacement by means of a written application, attaching all evidence that the subcontractor meets the tender conditions for subcontractors;
- regularly keep a construction log for the GOI works as the basis for invoicing the works performed, i.e. for determining the stage of work completion;
- individual statements must contain details of the quantities and prices of the works performed, the total value of such works, the amounts previously paid and the amount to be paid on the basis of the issued statement;
- prior to the issue of the monthly progress report it will submit a report on the works performed for the previous month and all graphic material relating to them;
- supply and install a construction site notice board in accordance with the applicable legislation on the construction of buildings and in accordance with the regulations governing the implementation of the EU Cohesion Policy in the Republic of Slovenia;
- hand over to the contracting authority all documents necessary for obtaining the operating permit no later than 4 weeks before the scheduled technical inspection;
- attend the technical inspection and, at the request of the technical inspection committee, supplement at its own expense the previously submitted documentation upon the handover and acceptance of the contractual works;
- rectify all defects identified during the technical inspection within the deadline set by the contracting authority, to facilitate the obtaining of the operating licence;
- protect the trade secret of the contracting authority and its business partners, as well as the confidentiality of all technical documents, technological processes and other information;

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- actively cooperate and coordinate work with all parties involved in the project, especially contractors, subcontractors and all other participants engaged by the contracting authority within the scope of this contract or in connection with the construction of the new UL FFA building, the execution of the shared access and landscaping project for the UL FS and FFA areas, the execution of the project to relocate the S1000 gas pipeline in the OPPN65 area - Biotechnical Centre, the implementation of the project for the expansion of the public section of the DN150 water supply system for the connection of the Faculty of Mechanical Engineering and the Faculty of Pharmacy, and the implementation of the project for the redesign of the 20 kV MV cable loop RTP13 Vič 110/20 kV (J17) – (J09) in the area of the Faculty of Mechanical Engineering and the Faculty of Pharmacy, including all other contractors on the site (MOL, JP VOKA SNAGA, ELEKTRO Ljubljana, ENERGETIKA LJUBLJANA,…) (hereinafter also: project contractors), all up to the completion of works under this contract;
- facilitate the continuous work by other project contractors (e.g. contractors and suppliers of furniture, technological, laboratory, state-of-the-art research and kitchen equipment), as selected by the contracting authority, while organising the works in such a way that other contractors are introduced to the works in a timely manner; it shall also be obliged to ensure timely preparation of the site and appropriate conditions for their work (such as preparations for clean rooms, preparations for the delivery of equipment, etc.);
- until the completion of the works under this contract, the appointed site manager, who is fluent in the Slovenian language, shall align, actively cooperate and coordinate the works with all project contractors and be present at every inspection of the works performed, with the supervisor, as well as at the necessary measurements and regular meetings and weekly coordination meetings, all with the aim of ensuring timely completion and appropriate functionality of the building as a whole. Where the Contractor's representative or its managerial staff are not proficient in the Slovenian language, the Contractor shall ensure the availability of an interpreter during the entire working time. Should the contractor violate its contractual obligation hereunder, the contracting authority shall be entitled to charge a contractual penalty of EUR 1,000 for each violation. The total amount of contractual penalties hereunder may not exceed EUR 100,000. Should the contractor fail to pay the contractual penalty by the set deadline, the contracting authority may liquidate the performance bond;
- ensure continuous use of and educational activities in nearby buildings, and make sure that any works causing loud noise are agreed in advance in consultation with the user of the relevant building and the contracting authority;
- be responsible for the overall monitoring and coordination of the project;
- ensure that the GOI works are compatible with the works of other suppliers and contractors engaged by the contracting authority on this project;
- provide a training programme for the building manager and ensure that the building manager is trained for all systems;
- train the building manager in the energy-efficient use of the building and other systems;
- maintain all records and documents required by regulations in a transparent manner and ensure that documents are recorded and stored in a way that provides the appropriate audit trail;
- mark all documents with the EU logo, a statement of (co-)financing and other logos provided by the contracting authority or in accordance with the regulations governing the implementation of the EU Cohesion Policy in the Republic of Slovenia;

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- comply with all other requirements of the contracting authority arising from the regulations relating to the implementation of the European Cohesion Policy programmes in Slovenia for the 2021–2027 period.

Article 10

The contractor is obliged to provide quality management services, which include quality planning, quality assurance and quality control. This involves planned programming (preparation of a programme and implementation of the planned quality control of installed materials, equipment and construction products, as well as the execution of works: types and number of necessary inspections, investigations, evidence, etc.) to ensure the prescribed quality and compliance with the essential characteristics prescribed by law throughout the entire service life of the structure.

The contractor shall be obliged to ensure quality management and quality control in accordance with the quality management system and to appoint a professionally qualified quality assurance manager to perform the following tasks:

- responsibility for coordinating and carrying out all necessary activities to ensure regular and ongoing quality assurance until the completion of construction, acquisition of operating permits and successful handover and acceptance;

- responsibility for coordinating and leading the project team to carry out regular quality control of installed materials and the execution of works – internal control by the contractor in charge for the entire duration of the works until the completion of construction, acquisition of operating permits and successful handover and acceptance;

- the appointed works manager and quality assurance manager are the persons in charge of regular assurance and continuous achievement of the prescribed quality of installed materials, equipment and construction products, as well as the execution of all works for the entire duration of the works until the completion of construction, acquisition of operating permits and successful handover and acceptance;

- responsibility for appointing and coordinating specialised staff to carry out regular quality control of installed materials, equipment and construction products, as well as the works performed, for each individual type of the GOI works;

- organisation of regular and continuous implementation of all activities to ensure the quality of installed materials, equipment and construction products, as well as the execution of works, including the performance of prescribed quality control: timely preparation of technical specifications (TS) (TS must be submitted for approval 30 days prior to the beginning of works; approved specifications must be delivered to the construction site at least 6 days before the beginning of individual works), implementation of quality assurance and control in accordance with the approved TS and the quality control plan (approved frequency and methods of inspection, measurements, evidence, etc.), preparation and control of regular weekly records and monthly reports on the implementation of quality control of installed materials, equipment and construction products, as well as the works carried out and the prescribed quality achieved; drafting of final reports on the quality achieved for each individual type of works, etc.

- immediate suspension of specific works in the event of failure to achieve the prescribed and appropriate quality, and immediate preparation of problem reports (findings reports) and measures to rectify all identified deficiencies and defects;

- responsibility for ensuring the quality of installed materials, equipment and construction products, as well as the works performed by subcontractors and other contractors on the construction site in the same scope and under the same conditions and requirements; own quality assurance and control of subcontractors and other contractors, as well as suppliers of materials, equipment and construction products intended for installation;

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- coordination and regular cooperation with the contracting authority's authorised representatives in the field of quality assurance and control.

Article 11

During the performance of works hereunder, the contractor shall be obliged to keep the construction site and the building clean on a daily basis and to remove all unnecessary material at its own expense and in accordance with the applicable regulations on the management of waste generated during construction works. Upon the completion of works, the contractor must leave the building and its surroundings clean and tidy. Otherwise, the contracting authority may do so at the contractor's expense without prior notice.

The contracting authority hereby authorises the contractor in accordance with the applicable decree regulating the management of waste generated during construction works to hand over the resulting construction waste to a collector or processor of construction waste and keep and complete the site records on behalf of the contracting authority.

Article 12

The contracting authority undertakes:

- to make available to the contractor all documentation and information at its disposal that is ne for the scope of works to be performed;
- to cooperate with the contractor in order to ensure that the works are performed in a timely r
- to keep the contractor informed of any changes and new circumstances that could affect the performance of the works;
- to settle payment obligations arising from the contract.

VII. GUARANTEE FOR THE QUALITY OF WORKS AND PRODUCTS, FINANCIAL SECURITY

Article 13

The contractor hereby provides the following guarantees:

a) warranty period for construction soundness, in particular for structural strength, safety, waterproofing, façade and roof: **10 years,**

b) warranty period for faults in the universal wiring: **10 years,**

c) warranty period for defects in mechanical installations distribution systems (gas, sewerage, water supply, heating and cooling): **10 years,**

d) warranty period for other defects related to work and other equipment and installations: **3 years,**

following the successful handover and acceptance of works in accordance with Article 15 hereof.

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Any hidden defects shall be dealt with in accordance with the provisions of the Code of Obligations. A new warranty period shall start for any replaced parts during the warranty period on the date of replacement.

Article 14

If a defect is found during the warranty period referred to in the previous article hereof, the contractor must remedy it at its own expense within a reasonably agreed timeframe after the contracting authority has notified it of the defect. The time taken to rectify the defect shall in no case exceed five working days from the date of reporting it, unless the contracting authority expressly approves a longer period for rectification.

If the contractor fails to rectify the defect within the timeframe specified in the previous paragraph, the contracting authority may hire another contractor to rectify the defect at the expense of the contractor hereunder (acting with due diligence). In such case, the contracting authority may charge the contractor a 5% surcharge on the value of such works to cover its administrative costs. Should the contractor fail to cover the costs of rectifying the defects, the contracting authority may liquidate the financial security for the rectification of defects during the warranty period to cover such costs.

Any material defects shall be handled in accordance with the provisions of the Code of Obligations.

Article 14.a

The contracting authority may liquidate the performance bond if:

- the contractor fails to start fulfilling its contractual obligations within the timeframe and in accordance with the provisions of the contract,
- the contractor ceases to fulfil its contractual obligations in accordance with the provisions of the contract,
- the contractor fails to fulfil its contractual obligations in the agreed quality, scope or within the agreed timeframe (i.e. grounds for non-performance, late performance or inadequate performance),
- the contractor causes damage to the contracting authority which is not compensated within 8 days of the latter's request,
- the contractor fails to timely provide a warranty bond to the contracting authority,
- this is stipulated in other articles of this contract.

The contracting authority may also liquidate the performance bond if it withdraws from the contract for another justified reason arising from the contractor's sphere of influence, or if the contractor withdraws from the contract without a justified reason arising from the contracting authority's sphere of influence.

The contracting authority may liquidate the warranty bond if:

- the contractor fails to rectify all notified defects in full, appropriately and within the specified timeframe and/or fails to supply and install the appropriate spare parts as specified herein during the warranty period,
- the service provided does not possess the properties, characteristics, quality or certifications to which the contractor has committed, or which it ought to possess in accordance with its nature,
- the contractor fails to provide the contracting authority, at the latter's request, a new or amended warranty bond,

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- this is stipulated in other articles of this contract.

VIII. HANDOVER AND ACCEPTANCE OF COMPLETED WORKS

Article 15

The handover and acceptance of the contractual works shall be carried out by authorised representatives of the contracting authority and the contractor within 8 days of the contractor's notification of the completion of works.

Conditions that must be cumulatively met for a successful handover and acceptance:

- the contractor has completed all the works agreed in the contract,
- the contractor has entered all the parameters and data required for the transition to management in the Common Data Environment (CDE) and the BIM,
- the contractor has submitted the building manager training programme and the building manager will be trained on all the systems,
- the contractor has rectified all deficiencies identified during the technical inspection and quality inspection,
- the contractor has handed over all necessary documentation to the contracting authority, including the maintenance and operating instructions,
- the contractor has submitted the certificate of building reliability to the contracting authority,
- the contractor has handed over to the contracting authority all warranty certificates for the installed equipment and devices,
- the contracting authority has obtained an operating permit for the works carried out on the basis of a final integral building permit.

The contracting authority and the contractor shall confirm the handover and acceptance by signing the handover report. The conditions for proceeding with the preparation of the final statement for the works carried out shall thus be met.

Prior to issuing part 1 of the final statement, the contractor must provide a warranty bond together with the final account for the works carried out.

Prior to the expiry of each of the warranty periods referred to in Article 13 hereof, the contracting parties shall carry out an inspection of any outstanding defects or deficiencies. If defects or deficiencies are identified, the contracting authority shall be entitled to request an extension of validity of the warranty bond, namely for the full value and for an additional period of not less than 1 year. If the contractor fails to provide the appropriate extension of the warranty bond, the contracting authority may liquidate it in full.

IX. CONTRACTUAL PENALTY

Article 16

If the contractor is late in performing individual works according to the schedule, the contracting authority shall be entitled to withhold payment in the amount of 1‰ (one per mille) per day of delay

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from the total value of the contractual works (including VAT) as set out in Article 4 of this contract, upon payment of the relevant invoice, to be paid to the contractor upon payment of the next statement, provided that the contractor has rectified or made up for the delay by that time, which must be confirmed by the contracting authority's supervisor.

If the contractor misses an interim and/or final deadline for the performance of all obligations hereunder (the first and fourth paragraphs of Article 3 hereof) through its own fault, the contracting authority shall be entitled to charge the contractor a contractual penalty amounting to 3‰ (three per mille) of the total value of contractual works (including VAT) for each day of delay. The total contractual penalty hereunder may not exceed 10% (ten per cent) of the total value of contractual works including VAT.

Should the contracting authority incur costs and damages exceeding the contractual penalty due to the contractor's delay hereunder, the contractor shall be obliged to pay all costs incurred and the full amount of the damage in addition to the contractual penalty. The contracting authority may also liquidate the financial security to cover the costs and damages incurred.

X. REPRESENTATIVES UNDER THE CONTRACT

Article 17

The contracting parties hereby agree that the site manager, the authorised construction engineer, the authorised mechanical engineer and the authorised electrical engineer shall not perform any other functions/roles under this contract; other personnel listed below (i.e. the DGNB coordinator, the BIM coordinator and the quality assurance manager) may perform a maximum of two functions/roles under this contract.

The contracting authority's authorised representative under this contract shall be _____

The contracting authority's professional supervisor under this contract shall be _____

The contractor's authorised representative under this contract shall be _____.

The site manager under this contract shall be _____.

The authorised construction engineer / constructional manager shall be _____.

The authorised mechanical engineer / mechanical engineering manager shall be _____.

The authorised electrical engineer / electrical engineering manager shall be _____.

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The DGNB coordinator shall be _____.

The BIM coordinator shall be _____.

The quality assurance manager shall be _____.

Throughout the performance of the contractual services, the contractor must have at its disposal the required personnel who meet all the conditions specified in the tender documentation. Personnel may only be changed with the consent of the contracting authority.

At the contracting authority's request, the contractor must replace the authorised representative if they perform their duties unprofessionally or contrary to the contracting authority's interests.

XI. SUBCONTRACTORS

(Note: The provisions in Section XI apply only if the contractor uses subcontractors)

Article 18

Should the subcontractor request direct payment, the contractor authorises the contracting authority, and the contracting authority accepts this authorisation, to pay the subcontractors directly on the basis of a confirmed invoice or statement.

The subcontractor agrees to receive any payments due to it from the contractor hereunder directly from the contracting authority.

If the subcontractor does not request direct payment, the contracting authority shall ask the contractor to send it a written statement from the contractor and a written statement from the subcontractor no later than 60 days after the payment of the final invoice, confirming that the subcontractor has received payment for the works directly related to the subject matter of the public contract.

If a subcontractor is replaced after the contract has been signed, or if the contractor engages a new subcontractor, the contractor must submit the following to the contracting authority within 5 days of the change: a statement that it has settled all undisputed obligations to the original subcontractor, a request from the new subcontractor for direct payment, if relevant, and an authorisation for payment for the works performed and accepted or the supplies to be made directly to the new subcontractor, if so requested.

The contractor may demonstrate compliance with the required conditions for participation (e.g. references) using subcontractors. In such case, the subcontractor must submit evidence of compliance with the conditions (e.g. its own references) and the same subcontractor will have to carry out the works under the public contract to which the conditions for participation relate.

If the contractor replaces a subcontractor whose reference was submitted with the tender, the contractor must submit an equivalent reference for the new subcontractor for the same type of work as the reference submitted for the replaced subcontractor at the time of tender submission and the new subcontractor must be registered as subcontractor for works of the same type as those specified in such new reference.

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Article 19

If a subcontractor requests direct payment, the contracting authority shall pay the subcontractor for the work performed after the contractor has approved and submitted the subcontractor's statement or invoice. If the contractor fails to approve the subcontractor's statement or invoice, it shall be deemed to have approved the subcontractor's statement or invoice for the work performed by the subcontractor once such work has been approved by the contracting authority's professional supervisor.

If the subcontractor's invoice or statement is only partially confirmed by the principal contractor or the professional supervisor, the contracting authority shall pay the undisputed portion of the subcontractor's statement or invoice to the subcontractor within the agreed payment deadlines.

XII. OTHER PROVISIONS

Article 20

If the contractor:

- goes bankrupt or becomes insolvent, if a court order for the payment of debts is issued against it, if it is in compulsory settlement, if, as a legal entity, it has passed a resolution on the dissolution of the company (except for voluntary liquidation due to a merger or restructuring), if a liquidator is appointed, or if the contractor initiates a similar action or if such action is brought against them due to debt, or
- fails to begin the contractually agreed works by the contractual deadline, or within any subsequent period set by the contracting authority;
- fails to achieve the contractually agreed quality and fails to rectify such situation even within a subsequent period set by the contracting authority;
- suspends the works without the contracting authority's written consent;
- misses critical milestone deadlines and fails to make up for such delays even within a subsequent period set by the contracting authority;
- violates the provisions of Article 9 hereof;

the contracting authority may also withdraw from this contract. In such case, the contractor shall be obliged to pay a contractual penalty amounting to 10% of the contract value (including VAT) as stipulated in Article 4 hereof as well as any damages. Should the contractor fail to pay the contractual penalty and damages, the contracting authority shall be entitled to liquidate the performance bond/warranty bond in order to recover the contractual penalty.

The contracting authority and the contractor agree that the right to charge a contractual penalty is not conditional upon damage being incurred by the contracting authority. The contracting authority shall claim compensation for damages according to the general principles of liability for damages, independently of whether a contractual penalty is invoked.

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Article 21

If additional works are required, the contractor shall be obliged to carry them out immediately, without objection and without delay based on a unilateral declaration or request by the contracting authority, at the prices set out in the contractor's cost estimate submitted with the tender, taking into account any discount shown in the tender and within the timeframes customary for such type of work. Under no circumstances shall the contractor be entitled to refuse the performance of additional works or to suspend works on the building due to a request for the performance of additional works. If the price from the contractor's cost estimate submitted in the tender is not specified for individual additional works, the price shall be determined so that it corresponds to the value of the work, the usual time and the usual payment for such type of work.

An annex to the contract shall be concluded for any additional works, based on the contractor's tender in accordance with the previous paragraph, which the contractor is obliged to submit within 3 days of the contracting authority's request.

Any additional work relating to the subject matter hereof shall be regulated by the procedures in accordance with the applicable law governing public procurement.

Article 22

The contractor shall not, without prior written consent of the contracting authority, transfer the contract or any part thereof, or any rights, benefits, obligations or interests arising from or under the contract, to a third party.

Article 23

Any contract in which a person promises, offers or gives any undue advantage to the representative or agent of a public sector agency or organisation on behalf or for the account of another contracting party for the purpose of:

- obtaining business, or
- concluding business under more favourable terms and conditions, or
- omitting due oversight of the performance of contractual obligations, or
- engaging in other actions or omissions whereby harm is caused to the public sector authority or organisation or that enable the obtaining of illicit benefit for the representative or agent of the public sector authority or organisation, for the other contracting party or for its representative, statutory representative or agent,

shall be deemed to be null and void.

Article 23a

By signing this contract, the contractor expressly confirms to be aware of and agrees that, due to the co-financing of the subject matter of this contract from the European Cohesion Policy programme and integral funds, the contracting authority shall be obliged to provide the competent ministry with information regarding the contractor and its beneficial owners, as well as regarding subcontractors, if used under this contract and if the value of subcontracted works exceeds EUR 50,000. The abovementioned information includes particularly the first names and surnames, dates of birth and VAT ID numbers or tax ID numbers of the relevant persons and entities.

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By signing this contract, the contractor further expressly confirms to be aware of the obligation to provide information on the recipients of funds or beneficial owners of the recipients of funds and of the processing of personal data in accordance with the provisions of the European Cohesion Policy and the provisions of Regulation (EU) 2021/1060.

The contractor undertakes to inform all persons and entities to whom the data referred to in this Article relate in advance and in an appropriate manner of the processing of their personal data and, if necessary, obtain additional consents. At the request of the contracting authority, the contractor shall be obliged to demonstrate compliance with these obligations.

Article 24

The contract shall cease to be valid if the contracting authority becomes aware that a court has found a breach of the obligations set out in the second paragraph of Article 3 of the Public Procurement Act (ZJN-3) by the contractor or its subcontractor by a final judgment or if the contracting authority becomes aware that the competent state authority has found at least two breaches concerning payment for work, working hours, rest periods, performance of work under civil law contracts despite the existence of the elements of employment relationship or undeclared employment, for which a fine for a minor offence has been imposed on them by one or several final decisions. If the contracting authority becomes aware of a breach, it must notify the contractor thereof within ten days. The contractor may submit evidence that it has taken sufficient measures that prove its reliability despite the existence of the breaches by a deadline set by the contracting authority, which may not be longer than 15 days. 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. Without prejudice to the preceding sentence, the contract shall not be terminated if termination would cause the contracting authority to incur disproportionate costs or suffer significant problems in ensuring the smooth performance of works or a significant delay, on condition that the contracting authority informs the contractor, no later than within 20 days of learning about the breach, that the contract is not to be terminated.

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 deemed to have been rescinded on the sixtieth day after the contracting authority learned of the breach.

Article 25

The contracting parties agree that any disagreements or disputes shall primarily be resolved by mutual agreement; should this fail, the competent court in Ljubljana shall decide on the disputes.

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Article 26

Special construction practices shall apply provided they are not contrary to the provisions of this contract.

Article 27

This contract shall enter into force on the date it is signed by both contracting parties and subject to the condition precedent that the contractor provides a performance bond.

Any amendments or supplements to this contract shall only be valid in the form of a written annex hereto.

The contract is drawn up in two copies, of which each contracting party shall receive one./The contract is drawn up in the form of an electronic document, which shall be electronically signed by all signatories using a secure electronic signature, and each signatory shall receive an identical copy of the signed electronic document.

Annexes:

- Tender No. … dated …. (including cost estimate)
- performance bond
- insurance policy
- statement of the tenderer's ownership structure

In Ljubljana, on _____ In _____, on _____

Contracting authority: Contractor:

UNIVERSITY OF LJUBLJANA

Prof. Dr Gregor Majdič, Rector

Stamp and signature: Stamp and signature:

Place: ..... Place: .....

FOR INFORMATION PURPOSES ONLY

Date: …… Date: ……

FOR INFORMATION PURPOSES ONLY

Tender Form No. 7a

Sample: TENDER BOND

Header with details of the guarantor (insurance company/bank) or SWIFT code

For: University of Ljubljana, Kongresni trg 12, 1000 Ljubljana

Date: *(enter the date of issue)*

TYPE OF BOND: *(enter the type of bond: suretyship insurance/bank guarantee)*

REFERENCE NO: *(enter guarantee reference number)*

GUARANTOR: *(enter the name and address of the insurance company/bank at place of issue)*

ORDERING PARTY: *(enter the name and address of the party ordering the bond, i.e. the tenderer selected in the public procurement procedure)*

BENEFICIARY: *(enter the name of the contracting authority under the public procurement procedure)*

UNDERLYING TRANSACTION: *obligation of the ordering party of the bond deriving from its tender submitted in public procurement procedure no. (enter the reference number of the notice or the internal reference of the public procurement procedure), of (enter the date of publication), the subject of which is the* ***New building of the Faculty of Mechanical Engineering****.*

AMOUNT AND CURRENCY: *(enter the amount in figures and words and currency)*

DOCUMENTS THAT MUST BE ATTACHED TO THE PAYMENT REQUEST ALONGSIDE THE STATEMENT AND ARE EXPLICITLY REQUIRED IN TEXT BELOW: none

LANGUAGE OF REQUIRED DOCUMENTS: Slovenian

FORM OF PRESENTATION: In paper form by registered mail or any other form of express mail services or electronic format through the SWIFT system to the following address *(enter the guarantor's SWIFT address)*

FOR INFORMATION PURPOSES ONLY

PLACE OF PRESENTATION: *(guarantor to insert address of branch where a paper presentation is to be made or, in the case of an electronic presentation, an electronic address such as the guarantor's SWIFT address)*

Paper documents may nevertheless be submitted in any of the guarantor's branches in the Republic of Slovenia.

EXPIRY DATE: DD/MM/YYYY *(enter the expiry date of the guarantee)*

PARTY LIABLE FOR THE PAYMENT OF ANY COSTS: *(enter the name of the party ordering the bond, i.e. the tenderer selected in the public procurement procedure)*

As a guarantor, we hereby irrevocably undertake to pay the beneficiary any amount up to the bond amount upon the beneficiary's presentation of its payment demand, in the form of presentation indicated above, signed by the authorised signatory or signatories, supported by other documents as may be listed above, and in any event together with the beneficiary's declaration, which is either included in the payment demand itself or in a separate signed document attached to or referring to such demand, and in which it is stated how the ordering party of the bond failed to perform its obligations under the underlying transaction.

Any request for payment under this bond must be received on or before the effective date of the insurance at the place of submission indicated above.

Any disputes in connection with this bond shall be resolved before the court with subject-matter jurisdiction in Ljubljana according to Slovenian law.

This bond is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 revision, ICC Publication No 758.

guarantor

(stamp and signature)

FOR INFORMATION PURPOSES ONLY

Tender Form No. 7b

Sample: PERFORMANCE BOND

Header with details of the guarantor (insurance company/bank) or SWIFT code

For: University of Ljubljana, Kongresni trg 12, 1000 Ljubljana

Date: *(enter the date of issue)*

TYPE OF BOND: *(enter the type of bond: suretyship insurance/bank guarantee)*

REFERENCE NO: *(enter guarantee reference number)*

GUARANTOR: *(enter the name and address of the insurance company/bank at place of issue)*

ORDERING PARTY: *(enter the name and address of the party ordering the bond, i.e. the tenderer selected in the public procurement procedure)*

BENEFICIARY: *(enter the name of the contracting authority under the public procurement procedure)*

UNDERLYING TRANSACTION: obligation of the party ordering the bond under contract no. dated (*enter the number and date of the public contract concluded based on procedure referenced XXXXXX*) for the construction of the **new building of the UL Faculty of Mechanical Engineering,** in the amount of **EUR** …… **(including VAT)**

AMOUNT AND CURRENCY: *(enter the maximum amount (5% of the contractual value including VAT) in figures and words and currency)*

DOCUMENTS THAT MUST BE ATTACHED TO THE PAYMENT REQUEST ALONGSIDE THE STATEMENT AND ARE EXPLICITLY REQUIRED IN TEXT BELOW: none

LANGUAGE OF REQUIRED DOCUMENTS: Slovenian

FORM OF PRESENTATION: In paper form by registered mail or any other form of express mail services or electronic format through the SWIFT system to the following address *(enter the guarantor's SWIFT address)*

FOR INFORMATION PURPOSES ONLY

PLACE OF PRESENTATION: *(guarantor to insert address of branch where a paper presentation is to be made or, in the case of an electronic presentation, an electronic address such as the guarantor's SWIFT address)*

Paper documents may nevertheless be submitted in any of the guarantor's branches in the Republic of Slovenia.

EXPIRY DATE: DD. MM. YYYY *(enter the expiry date of the bond (at least 30 days after handover and acceptance of the building))*

PARTY LIABLE FOR THE PAYMENT OF ANY COSTS: *(enter the name of the party ordering the bond, i.e. the tenderer selected in the public procurement procedure)*

As a guarantor, we hereby irrevocably undertake to pay the beneficiary any amount up to the bond amount upon the beneficiary's presentation of its payment demand, in the form of presentation indicated above, signed by the authorised signatory or signatories, supported by other documents as may be listed above, and in any event together with the beneficiary's declaration, which is either included in the payment demand itself or in a separate signed document attached to or referring to such demand, and in which it is stated how the ordering party of the bond failed to perform its obligations under the underlying transaction.

Any request for payment under this bond must be received on or before the effective date of the insurance at the place of submission indicated above.

Any disputes in connection with this bond shall be resolved before the court with subject-matter jurisdiction in Ljubljana according to Slovenian law.

This bond is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 revision, ICC Publication No 758.

guarantor

(stamp and signature)

FOR INFORMATION PURPOSES ONLY

Tender Form No. 7c

Sample: WARRANTY BOND

Header with details of the guarantor (insurance company/bank) or SWIFT code

For: University of Ljubljana, Kongresni trg 12, 1000 Ljubljana

Date: *(enter the date of issue)*

TYPE OF BOND: *(enter the type of bond: suretyship insurance/bank guarantee)*

REFERENCE NO: *(enter guarantee reference number)*

GUARANTOR: *(enter the name and address of the insurance company/bank at place of issue)*

ORDERING PARTY: *(enter the name and address of the party ordering the bond, i.e. the tenderer selected in the public procurement procedure)*

BENEFICIARY: *(enter the name of the contracting authority under the public procurement procedure)*

UNDERLYING TRANSACTION: obligation of the party ordering the warranty bond under contract no. dated (*enter the number and date of the public contract concluded based on procedure referenced XXXXXX*) for the construction of the **new building of the UL Faculty of Mechanical Engineering,** in the amount of EUR …….. (including VAT)

AMOUNT AND CURRENCY: *(enter the maximum amount (5% of the contractual value including VAT) in figures and words and currency)*

DOCUMENTS THAT MUST BE ATTACHED TO THE PAYMENT REQUEST ALONGSIDE THE STATEMENT AND ARE EXPLICITLY REQUIRED IN TEXT BELOW: none

LANGUAGE OF REQUIRED DOCUMENTS: Slovenian

FORM OF PRESENTATION: In paper form by registered mail or any other form of express mail services or electronic format through the SWIFT system to the following address *(enter the guarantor's SWIFT address)*

FOR INFORMATION PURPOSES ONLY

PLACE OF PRESENTATION: *(guarantor to insert address of branch where a paper presentation is to be made or, in the case of an electronic presentation, an electronic address such as the guarantor's SWIFT address)*

Paper documents may nevertheless be submitted in any of the guarantor's branches in the Republic of Slovenia.

EXPIRY DATE: DD. MM. YYYY *(enter the expiry date of the bond (10 years and a further 30 days from the scheduled handover and acceptance hereunder))*

PARTY LIABLE FOR THE PAYMENT OF ANY COSTS: *(enter the name of the party ordering the bond, i.e. the tenderer selected in the public procurement procedure)*

As a guarantor, we hereby irrevocably undertake to pay the beneficiary any amount up to the bond amount upon the beneficiary's presentation of its payment demand, in the form of presentation indicated above, signed by the authorised signatory or signatories, supported by other documents as may be listed above, and in any event together with the beneficiary's declaration, which is either included in the payment demand itself or in a separate signed document accompanying or referring to such demand, and in which it is stated how the party ordering the bond failed to fulfil its obligations under the underlying transaction.

Any request for payment under this bond must be received on or before the effective date of the insurance at the place of submission indicated above.

Any disputes in connection with this bond shall be resolved before the court with subject-matter jurisdiction in Ljubljana according to Slovenian law.

This bond is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 revision, ICC Publication No 758.

guarantor

(stamp and signature)

FOR INFORMATION PURPOSES ONLY

Tender Form No. 8

Sample: STATEMENT OF PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE TENDERER'S OWNERSHIP

(TO BE SUBMITTED BY THE SELECTED TENDERER PRIOR TO SIGNING THE CONTRACT)

Tenderer's letterhead

For the purposes of the sixth paragraph of Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 45/2010, as amended and supplemented), i.e. to ensure the transparency of the transaction and to prevent corruption risks when concluding legal transactions, as the tenderer's legal representative in the public procurement procedure **"New building of the UL Faculty of Mechanical Engineering"**, I hereby make the following

STATEMENT ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE TENDERER'S OWNERSHIP

Information on the tenderer (legal person, sole trader, society or other legal entity participating in the public procurement procedure):

Tenderer's company name:

_____

Tenderer's registered office (country, street and house number, town, municipality, postcode and city):

_____

Tenderer's company registration number or tax number for other natural or legal persons – tenderers not entered in the business register:

_____

The tenderer is a silent partner* (mark as appropriate): YES NO

The tenderer's ownership structure:

1.1. Information on the participation of natural persons in the tenderer's ownership, including silent partners*:

Natural person 1:

First name and surname: _____

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Permanent residence, unless the person has temporary residence in the Republic of Slovenia (country, street and house number, town, municipality, postcode and city):

_____

Equity stake in the tenderer: _____

Silent partner* (mark as appropriate): YES NO

If YES, indicate the holder of the silent partnership*: _____

Natural person 2:

First name and surname: _____

Permanent residence, unless the person has temporary residence in the Republic of Slovenia (country, street and house number, town, municipality, postcode and city):

_____

Equity stake in the tenderer: _____

Silent partner* (mark as appropriate): YES NO

If YES, indicate the holder of the silent partnership*: _____

Natural person 3:

First name and surname: _____

Permanent residence, unless the person has temporary residence in the Republic of Slovenia (country, street and house number, town, municipality, postcode and city):

_____

Equity stake in the tenderer: _____

Silent partner* (mark as appropriate): YES NO

If YES, indicate the holder of the silent partnership*: _____

(continue list as required)

1.2. Information on the participation of legal persons in the tenderer's ownership, including an indication of whether the legal person is the holder of a silent partnership*:

Name of the legal person: _____

Registered office of legal person: _____

Equity stake in the tenderer: _____

The tenderer's company registration number or tax number for other legal persons not entered in the business register: _____

The legal person is also a silent partner* (mark as appropriate): YES NO

the legal person is owned by the following natural persons:

FOR INFORMATION PURPOSES ONLY

First name and surname: _____

Permanent residence, unless the person has temporary residence in the Republic of Slovenia (country, street and house number, town, municipality, postcode and city):

_____

Equity stake in the tenderer: _____

Silent partner* (mark as appropriate): YES NO

If YES, state the holder of the silent partnership*: _____

(continue list as required)

1.3. Information on companies considered related parties of the tenderer under the law governing companies:

Name of the legal person: _____

Registered office of the legal person: _____

The tenderer's company registration number or tax number for other legal persons not entered in the business register: _____

is in a relationship, in accordance with Article 527 of the Companies Act, with the legal person:

Name of the legal person: _____

Registered office of the legal person: _____

The tenderer's company registration number or tax number for other legal persons not entered in the business register: _____

related in the following manner: _____

(continue list as required)

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 assets to the legal person, on which basis they have the ability to exercise control, guide or otherwise significantly influence the decisions of the management board or any other management body of the legal person with regard to financing and operations.

By signing this statement I guarantee that there are no other legal and natural persons, silent partners* or economic operators in the entire ownership structure that could be considered related companies under the law governing companies.

FOR INFORMATION PURPOSES ONLY

By signing this statement I guarantee the accuracy and correctness of this information and I am aware that the contract shall be null and void if a false declaration or false information is submitted. I hereby undertake to inform the contracting authority of any changes to the information submitted.

Place and date

Name and surname of the legal representative

Signature of the legal representative

Stamp of company/tenderer

FOR INFORMATION PURPOSES ONLY

Tender Form No. 9

COST ESTIMATE SUMMARY (BREAKDOWN)

for the public contract "New building of the UL Faculty of Mechanical Engineering"

Name of the TENDERER:

TENDER VALUE (TOTAL TENDER VALUE AS STATED IN THE TENDER COST ESTIMATE)

*Tender price in EUR excluding VAT	*Tender price in EUR including VAT

***The tender value is the same as in the cost estimate and Tender form no. 3**

Date: _____

Signature: _____

FOR INFORMATION PURPOSES ONLY