



REPUBLIKA SLOVENIJA
MINISTRSTVO ZA IZOBRAŽEVANJE,
ZNANOST IN ŠPORT

Univerza v Ljubljani



EVROPSKA UNIJA
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SOCIALNI SKLAD
NALOŽBA V VAŠO PRIHODNOST

DOCUMENTATION REGARDING THE PROCUREMENT OF A PUBLIC CONTRACT

Contracting authority:	UNIVERSITY OF LJUBLJANA KONGRESNI TRG 12 1000 LJUBLJANA
Subject of the public contract:	LEASE OF A DIGITAL PLATFORM FOR MANAGING RELATIONS WITH ALUMNI AND ALUMNI CLUBS AT EDUCATIONAL INSTITUTIONS UNTIL 30 JUNE 2020
Type of public procurement process:	Procurement procedure for low-value contracts in accordance with Article 47 of the Public Procurement Act (hereinafter 'ZJN-3')
Public contract reference number:	402-4/2017

The investment is co-financed by the Republic of Slovenia and the European Union from the European Social Fund.

I. INVITATION TO TENDER

The contracting authority University of Ljubljana publishes a contract notice according to the procurement procedure for low-value contracts in accordance with Article 47 of the Public Procurement Act (Official Gazette of the RS, No. [91/15](#); hereinafter: ZJN-3) for the public contract "Lease of a digital platform for managing relations with alumni and alumni clubs at educational institutions until 30 June 2020".

The contracting authority invites all interested parties to submit a tender in accordance with the requirements in the tender documentation.

Tenders must be submitted by 9 a.m. on 21 April 2017.

The public opening of tenders will take place on 21 April 2017 at 1 p.m. at the contracting authority's premises.

Head of the contracting authority

Prof. Dr. Ivan Svetlik, Rector

II. INSTRUCTIONS TO TENDERERS

1. SUBJECT OF THE PUBLIC CONTRACT

One of the developmental activities of the University of Ljubljana is the strengthening of networking and cooperation with its graduates through alumni clubs. The contracting authority wants to establish a part of the interaction with graduates with a digital platform to assist alumni of various faculties and academies connecting with one another.

With this call for tenders the contracting authority will select one of the digital platforms that already exists on the market to support the operation of alumni clubs for 20,000 users. The contracting authority will conclude a collaboration contract with the tenderer who will be chosen based on the criteria presented in Chapter 3 of this tender documentation for the period from the date of contract signing until 30 June 2020.

For additional services or an eventual enhancement of the scope of the contract, the contracting authority reserves the right to carry out a negotiation procedure without prior publication pursuant to Article 46 ZJN-3.

The public contract will be implemented as part of the project “University of Ljubljana Career Centres – The Compass on Your Career Path”. The investment is co-financed by the Republic of Slovenia and the European Union from the European Social Fund.

Indicative timeline:

1. April 2017: Signing of the contract with the successful tenderer, adjustment of the platform according to the needs and graphic design of the University of Ljubljana.
2. May 2017: Platform adjustment according to the specifications of the University and its Members.
3. July, August 2017: Expected to go-live with the chosen platform and customer support for the duration of the project.

Estimated value of the contracts is 65,000 EUR excluding VAT.

1.1. TECHNICAL SPECIFICATIONS OF THE CONTRACT SUBJECT

With these technical characteristics and conditions the contracting authority defines the requirements that must be met by the tenderer. Based on the provisions of the public tender and these technical specifications, the contracting authority will determine the suitability of the tenders and choose the economically most advantageous tenderer. The stated technical specifications and conditions are an integral part of the tender documentation for the implementation of the public contract and therefore an integral part of the contracting authority's tender documentation.

1.1.1. Technical requirements

The tendered application must fully comply with the following technical requirements:

- In the view of the customer administrator or user the application must be completely web-based.
- The web-based application must comply with W3C web standards: HTML4, HTML5, CSS2, CSS3, ECMAScript5.1 (JavaScript)
- The application must support and function correctly with the last three versions of the following web browsers: Internet Explorer, Firefox, Chrome and Safari on Windows OS and IOS.
- The application must allow the use of Rich Internet Application (RIA) technology, for instance AJAX.
- All basic application characteristics must function without any additionally installed add-ons. The tenderer must also accommodate a list of all add-ons, necessary for the use of additional functions, and their descriptions.
- The application must function without any additional installations, maintenance or management on the part of the users.
- The application must allow safe RESTfull API access to all stored data and an appropriate fast connection for the efficient exchange of all data.
- The tenderer must allow access to the list of all users, their activity and provide this in CSV form.
- The business logic must be separate from the presentation level.

The tenderer must ensure authentication for University personnel using ArnesAAI (<https://aai.arnes.si/>; SAML Shibboleth federation services; <https://aai.arnes.si/aai/zarazvijalce>), so that the user university identity is used and checked for whether this grants the user access rights. This procedure is used to check access rights for system administrators at University Members and the UL main office and for those alumni who used their valid university ID to connect with the identity registered by the tenderer's information system.

1.1.2. Requirements regarding maintenance and response time

- The system must be accessible 24 hours a day, 7 days a week (24x7) with at least 99.5 % availability. The tenderer must report every month for the preceding month regarding eventual interruptions and their durations.
- 24x7 customer support in Slovenian and English; support is available for administrators and users.
- The implementation must be in high availability with load balancing.
- The system must ensure an RTO – Recovery Time Objective of 4 hours and an RPO - Recovery Point Objective of 1 hour.
- The tenderer must maintain and provide up-to-date user and technical documentation on provided services.
- The monthly invoice must entail a specification regarding the provided services and an annex with information on interruptions, errors and non-functioning of the services that clearly state the beginning and end of the stated non-functioning. The price must include all costs, such as: the costs of information support, labour costs, subcontractors, transportation etc., discounts, rebates. The prices are fixed and invariable.

1.1.3. Requirements regarding data storage and processing

- The tenderer ensures that the location where the service is provided and where data is stored fully complies with the regulation requirements in the Republic of Slovenia. If differences arise on account of changes on the part of the tenderer, he must immediately inform the contracting party of such changes when the tenderer learns of the external circumstances or when he begins to implement these changes, and either continue to guarantee a smooth and orderly operation of the

- service or offer the contracting party the possibility of an early termination of the contract, including the export of all stored data in a form suitable for import and further processing.
- Data storage and processing only occurs at geographical locations and in a manner in accordance with regulations of the EU and the Republic of Slovenia.
- The tenderer must disclose his procedures with which they ensure information safety, above all, for the protection of personal data.
- The tenderer must allow the implementation of control over personal data protection upon request.
- The tenderer may not share, disclose, lend or sell data to third parties, above all, for personal data that he is bound to protect.
- Access to personal data must be traceable.

1.1.4. Content requirements of the contract subject

The digital platform for alumni of the University of Ljubljana must be designed in a way that enables a system of pages and subpages which can be independently managed by the administrators of individual faculties/academies. The accesses and rights of individual Members and their personnel, who are included in the development of alumni, are determined by the head administrator at the University of Ljubljana. The possibility of creating individual groups must be provided within a subpage, as some Members of the University of Ljubljana have several alumni clubs.

1.1.4.1 Platform adaptation in accordance with the corporate identity of the University of Ljubljana

The digital platform must be in line with the corporate identity of the University of Ljubljana. The contracting authority must confirm the adapted design in advance.

1.1.4.2 Adaptation of the website design and navigation in accordance with the concept of the digital alumni platform of the University of Ljubljana.

The website homepage is the cover page. It must be clear that it refers to all alumni of the University of Ljubljana and that individual menus are links to alumni clubs of faculties/academies. It must be possible to create at least 30 menus from which the names of the alumni clubs and the link's destination must be clear and transparent. The menu of an individual alumni club at the faculty/academy allows the creation of individual groups, either by departments, type of study or extracurricular activity. The platform must allow the creation of at least 30 submenus. The groups within an individual menu can be created by a menu administrator of the corresponding faculty/academy.

1.1.4.3 Administrative and editorial roles – rights to access, edit and examine data

1.1.4.3.1 Administrator at the University level:

Has the right to manage and view the general statistics and all other data in accordance with the protection of confidentiality of the platform users. He can create menus of alumni of individual faculties, can add, erase, edit and rename menus, individual groups and subgroups within menus, can edit static and dynamic content and have access to all functions the platform provides. The administrator at the university level defines the administrators at the faculty/academy level and their rights.

1.1.4.3.2 Administrator at the faculty/academy level:

Manages static and dynamic content, follows the statistics and has access to all functions in the menu of his own Member, creates groups, etc. The administrator at the faculty/academy level determines the editors and their rights at the level of individual groups within own faculty/academy. The administrator at the faculty/academy level cannot manage the rights of other administrators at the faculty/academy and university levels, nor does he have access/insight into data of other faculties/academies and the University.

1.1.4.3.3 Editors of individual groups within the faculties/academies:

Can erase comments, manage content, etc. within the individual group for which they were granted editorial rights from the administrator at the faculty/academy level. They can manage several groups or subgroups.

1.1.4.3.4 Administrative and editorial access must be designed in a way that offers a user-friendly experience and is easy to use.

1.1.4.4 Users/members of alumni clubs, access to the platform

1.1.4.4.1 A user of the digital platform for the management of relations with alumni and alumni clubs of the University of Ljubljana is any individual who is a graduate of the University of Ljubljana or another who receives a user profile from the administrator at the university level or at the faculty/academy level (personnel of the University of Ljubljana, mentors, tutors, employers, etc.).

1.1.4.4.2 Access can be granted to a user by an administrator at the university level, an administrator at the faculty/academy level or the editor of the page of the alumni club of the individual faculty/academy. Individuals can also be granted access upon receiving their university diploma by using their existing digital identity that each individual receives when enrolling at the University of Ljubljana.

1.1.4.4.3 A user can join several alumni groups.

1.1.4.5 Review and creation of member user profiles

To create a user profile, an individual can:

1.1.4.5.1 Use his existing digital identity issued by the University of Ljubljana upon enrolment and thereby determine which newsletters and notifications they wish to receive and which alumni group to join.

1.1.4.5.2 Individuals who finished their studies at the University of Ljubljana before digital identities were introduced can create a user profile by submitting a form with obligatory information and by which they prove their formal education and identity, determine which newsletters and notifications they wish to receive and which alumni group to join.

1.1.4.5.3 An individual can create his user profile indirectly through social networks (LinkedIn, Facebook) or through his e-mail address.

The profile of an individual member is not public; only administrators, editors, members of alumni clubs and students of the individual faculty can access it.

1.1.4.5.4 Personal information submitted by the user, including their e-mail address, is visible to other users of the platform – unless the user chooses not to share this information.

1.1.4.5.5 The visibility of personal data and other functionalities in the profile is set by each individual user.

1.1.4.5.6 Only a member of the same alumni club or extracurricular group can contact a user directly through his profile.

1.1.4.5.7 The creation of a user profile must be designed in a way that offers a pleasant experience to the user and is easy to use.

1.1.4.6 System of following members in individual alumni clubs, management of membership fees, overview of financial transactions

The selected digital platform must allow:

1.1.4.6.1 Importing existing member contacts from other forms of databases.

1.1.4.6.2 The possibility of automatic invitations of users to update their profile through existing contacts.

1.1.4.6.3 The possibility to inviting “lost” graduates to enter the alumni club of their faculties/academies.

1.1.4.6.4 The possibility of safe online payment of membership fees, event entry fees, etc.

1.1.4.6.5 Payment monitoring and overview.

1.1.4.7 Publication of static and dynamic text

1.1.4.7.1 All pages on the platform provide the possibility of editing the layout and form of text, pictures, attachments and video clips.

1.1.4.7.2 The platform must provide an overview of published news and events on menus of the faculties/academies and the university cover page.

1.1.4.7.3 The possibility of setting up banners, etc.

1.1.4.7.4 The administrator interface is in English and allows user-generated content in several languages.

1.1.4.8 Event organisation

The selected digital platform must allow:

- Publication of events, automated applications, queues and automated notifications regarding the state of the application, the possibility of paying for an event upon applying, etc.
- The possibility of increased event exposure and visibility on the alumni club group, faculty and university menu.
- Event invitation – sending invites and event reminders to individual groups or several groups at once.
- An interface for event promotion on Facebook, LinkedIn and Twitter.
- Allow online payment of events with entry fees and the printing of admission tickets.

1.1.4.9 Calendar

The chosen digital platform must allow:

- Event organisation for an individual group or several groups and its entry into the calendar.
- Sending notifications regarding events that users can enter into their calendars (Google, Yahoo, Office, Apple, etc.).

1.1.4.10 The possibility of interactive networking and discussions between users

- Networking between members within alumni clubs – sending individual and group messages, discussion/chat room, publishing photos, etc.
- Integration with social networks (Facebook, LinkedIn, Twitter).

1.1.4.11 Implementation of e-mail marketing

The selected digital platform must provide:

- The possibility of up-to-date user notification on platform novelties through the newsletter.
- The possibility of managing the user contacts database.
- The possibility of sending to individual groups and several groups at once.
- The notification frequency is set by the administrator or according to the settings in the user profile.

1.1.4.12 Publishing job vacancies, mentoring and other networking initiatives

The administrator and editor can publish job vacancies, mentoring initiatives and other opportunities to connect.

1.1.4.13 Monitoring (tracking) alumni club activity

The selected digital platform must allow:

- An overview of the members' statistic, publications, events etc.;
- Publications of photographs, audio and video content;
- An event and news archive;
- Event announcements;
- News publication.

1.1.4.14 Quick content search

The chosen digital platform must enable a quick search of the content.

1.1.5 **Test environment**

In the period of tender evaluations (from the opening of tenders until receiving notification from the contracting authority) the tenderer must submit a functioning test layout of the portal to the commission of the contracting authority inclusive of all technical characteristics that the portal, which is the subject of the tender, will have. The test portal must enable the commission to test all functions required in this tender documentation or which are the subject of tender evaluations in accordance with the criteria.

1.1.6. **Deadlines**

1.1.5.1 The deadline for a functional handover and going-live is 1st July 2017. The functional handover is confirmed by the contracting authority's commission when the portal is ready to be used, the required initial content and design adaptations are implemented and the contracting authority's administrators are trained. The deadline can be extended with consent from the contracting authority.

1.1.5.2 The deadline for payment for the first year's lease is 30 days after the functional handover; deadlines for the other two years in one-year intervals, counting from the functional handover.

2. TENDER

2.1 DEADLINES AND WAYS OF SUBMITTING TENDERS

The contracting authority must receive the tenders by 9 a.m. on 21 April 2017 at the address University of Ljubljana, Kongresni trg 12, 1000 Ljubljana. The envelope must bear the text “DO NOT OPEN – TENDER JN ALUMNI”.

If the tender is submitted after the deadline, i.e. after the submission period of tenders expires, the submission is deemed as submitted too late. The contracting authority will return such tenders with the indication that it was submitted too late.

A tender that has been sent by registered mail before the deadline for the submission of tenders but arrives to the contracting authority after the deadline is not deemed as submitted in time.

2.2. OPENING OF TENDERS

The public opening of tenders will take place on 21 April 2017 at 1 p.m. on the premises of the University of Ljubljana, Kongresni trg 12, 1000 Ljubljana.

At the public opening of tenders only a legal representative of the tenderer or his delegate can take part as a client. The delegate must submit written authorization to represent the tenderer to the commission that is in charge of the public opening. Representatives of the tenderers who do not submit such authorization for taking part in the public opening of tenders to the commission, and others who are present, may not make comments.

A record is kept on the opening of tenders. At the end of the public opening the record is signed by the president and the members of the commission. By signing the record, the legal representative or delegate of the tenderer confirms that he agrees with the way the tenders are opened. If any of the above refuse to sign, this is noted in the record, and reasons for the refusal to sign are noted.

The contracting authority will forward the record in electronic form within five working days following the opening of tenders.

2.3. LEGAL BASIS

The legal basis for the public procurement is provided by:

- Public Procurement Act (Official Gazette of the RS, No. 91/15; ZJN-3);
- Act on legal protection in public procurement procedures (Official Gazette RS, No. 43/11, 60/11 – ZTP-D, 63/13 and 90/14 – ZDU-1I; ZPVPJN);
- Code of Obligations (Official Gazette RS, No. 97/07 – official consolidated text; OZ);
- Companies Act (Official Gazette RS, No. 65/09 – official consolidated text, 33/11, 91/11, 32/12, 57/12, 44/13 – decision by the Constitutional Court, 82/13 and 55/15; ZGD-1);
- Law on integrity and corruption prevention (Official Gazette of the RS, No. 69/2011; ZIntPK-UPB2);
- Law on budget implementation of the Republic of Slovenia for the years 2016 and 2017 (Official Gazette RS, No. 96/2015; hereinafter ‘ZIPRS1617’);

- Rules of procedure for the implementation of the budget of the Republic of Slovenia (Official Gazette RS, No. 50/2007, 61/2008, 99/2009 and 3/2013);
- Public Finance Act (Official Gazette RS, 11/2011, 14/2013, 101/2013, 38/2014, 14/2015; hereinafter 'ZJF-UPB4');
- regulations and standards regarding the subject and execution of the procurement.

2.4. BASIC RULES FOR ACCESS, NOTIFICATIONS, EXPLANATIONS AND AMENDMENTS RELATING TO TENDER DOCUMENTATION

The tenderers can access the tender documentation on the websites of the contracting authority on the URL https://www.uni-lj.si/aktualno/javna_narocila_in_razpisi/.

Communication with the tenderers about questions regarding the content of the contract and regarding the drawing up of tenders is done exclusively through the Public Contracts portal. The contracting authority will deem a request to explain the tender documentation or any other question regarding the submission of tenders as in time if it is posed on the portal of public contracts at the latest eight days before the deadline for the submission of tenders. The contracting authority will not answer requests for explanations or other questions regarding the contract that are posed after this deadline.

The contracting authority will publish additional explanations regarding this documentation on the Public contracts portal at the latest six days before the deadline to submit tenders expires, under the condition that it was submitted in time.

The contracting authority reserves the right to change or amend the documentation regarding the submission of tenders. In case the contracting authority changes or amends the documentation within the deadline to submit tenders, they will publish this on the Public Contracts portal. The information that the contracting authority forwards to the tenderers on the Public Contracts portal is deemed as a change, amendment or explanation of the tender documentation if the content of the information stipulates that this documentation is changed or amended by it or if ambiguous statements are eliminated by it.

2.5. COLLABORATION

In this public procurement process every legal or natural person may act as a tenderer if they are registered for the activity which is the subject of this contract and has all legally required permits to execute this public contract.

Every tenderer may submit only one tender. Tenderers who are involved in more than one tender, whether they act on their own or as partners in joint tenders or subcontractors, disqualify all tenders they are a part of. Such tenders will be dismissed.

2.5.1 Foreign tenderers

Tenderers with their head office in a foreign country must meet the same criteria as tenderers with their head office in the Republic of Slovenia.

Tenderers that do not have their head office in the Republic of Slovenia must submit proof of basic eligibility. If the country in which the tenderer has its head office does not issue the required certificates, the tenderer may submit a sworn statement. If this is not foreseen in the country in which the tenderer has its head office, the tenderer can give a statement as a certain person, given before a competent court or administrative authority, notary or competent professional or trade organisation in the home country of this person or in the country in which the tenderer has its head office.

2.5.2. Subcontractors

A tenderer may execute the public contract alone or using subcontractors. If the tenderers plan to execute the contractual provisions using subcontractors, they must list all subcontractors (contact information and legal representatives) in their tender (OBR-2) as well as every part of the contract that is to be executed by each individual subcontractor (subject, quantity, value, place and deadline for carrying out these works).

The tenderer must provide statements from the subcontractors to ensure compliance with the conditions (ESPD form) and enclose the request from the subcontractor for direct payment if the subcontractor demands this.

If the subcontractor demands direct payment, it is deemed that the direct payment of the subcontractor is necessary and binding for the contracting authority and main contractor. When the tenderer intends to execute the public contract with a subcontractor that demands direct payment, the following must be provided:

- The main contractor must authorize the contracting authority to carry out direct payments to the subcontractor based on a confirmed invoice from the main contractor,
- The subcontractor submits an agreement, based on which the contracting authority can cover the subcontractor's claim towards the tenderer.
- The main contractor submits an invoice or the subcontractor's situation in his own invoice, which has been pre-validated.

If direct payment of the subcontractor is not obligatory, the contracting authority demands that the main contractor sends the contracting authority their own written statement and a written statement from the subcontractor that the subcontractor received payment for his services as part of the public contract no later than 60 days after the final invoice or situation is paid.

During the execution of the public contract, the main contractor must inform the contracting authority of any changes in information and send the updated information, including the corresponding proof of new subcontractors he or she intends to subsequently include into the execution of the public contract, no later than five days after the changes are made.

2.5.3. Joint tender

Groups of economic operators may submit a joint tender. In case of a joint tender the contracting authority will demand the submission of the relevant act on joint execution of the contract from the chosen group. The above mentioned act must include the names of all group partners, authorization of the leading partner of the group, unlimited joint and several liability of all group partners towards the contracting authority, the scope of work to be assumed and executed by each group partner with the share of each partner in the group in percentage (%) and the value of works assumed by each group partner, the payment method through the leading partner or each partner of the group,

provisions in case any of the partners exit the group, dispute resolution amongst the partners, other eventual rights and obligation between the partners and the period of validity of the legal act.

In OBR-2 all subjects must be listed who will take part in the joint tender. The ESPD form is to be filled out by all co-tenderers.

If the public contract is given for execution to the tenderers who submitted a joint tender, the group members cannot change during the execution of the contract. If any of the members intend to exit the arranged execution of the public contract or if a proceeding is introduced against any of the group members, the goal of which is business termination, the contracting authority will terminate the contract on the execution of the public contract.

2.6. FORMAL REQUIREMENTS AND CONTENT OF THE TENDER

The tender must be valid until 1 June 2017 and shall be extended upon request of the contracting authority. Tender variants will be disregarded.

The public procurement procedure is carried out in the Slovenian language. The tenderer may submit a tender in the Slovenian or English language. If during the review and evaluation of the tenders, the contracting authority is of the opinion that any part of the tender not submitted in the Slovenian language must be translated, he can demand from the tenderer that he translates that part at his own expense and set an appropriate deadline for the translation.

The tender must be submitted in forms, which comprise an integral part of this documentation regarding the public procurement process of the contracting authority in accordance with these instructions. All documents must be signed by a legal representative or a person authorized by him, and sealed with the tenderer's seal in the marked places. The content of the forms compiled by the contracting authority **may not be altered** except in places where this is explicitly allowed.

Any corrections must be accompanied with the seal and signature of the legal representative or a person authorized by him (next to the corrections).

The tender documents may not exceed the deadline set by individual provisions of this documentation. In cases where the age of the documents is not determined, these must show a legally relevant condition of the tenderer on the date set for the submission of tenders.

The tenderer must quote the total final price in EUR excluding VAT. The total price must include all costs and discounts.

All costs of drawing up and submitting the tender are born by the tenderer.

Tender documentation consists of the following documents:

1. Envelope, to be attached to the tender package, OBR-1
2. Completed ESPD form(s) for all economic operators of the tender and supporting documents required in point 2.8.
3. Completed form "Tender", OBR-2
4. Completed form "Authorization to obtain an extract from the criminal records – legal persons", OBR-2a

5. Completed form “Authorization to obtain an extract from the criminal records – natural persons”, OBR-2b
6. List of references, OBR-3
7. Confirmations from the contracting authority regarding the references, OBR-3a
8. List of personnel references, OBR-3b
9. Completed form “declaration on the participation of natural and legal persons in the ownership”, OBR-4 – to be submitted only by the successful tenderer
10. Completed sample contract, OBR-5
11. Performance guarantee and a bill of exchange with the authorization for enforcement (OBR-6) or a bank guarantee for good execution of the contractual obligations, OBR-7 – to be submitted only by the successful tenderer.

By submitting a tender the tenderer agrees that in case he is selected as the economically most advantageous, he will obtain a financial guarantee (bill of exchange statement with authorization for enforcement and a blank bill of exchange or an unconditional and irrevocable bank guarantee, enforceable on first demand) for good execution of the contractual obligation in the amount of five percent (5 %) of the tender value including VAT.

The bill of exchange is issued in accordance with the sample of a financial performance guarantee (OBR-6). The bank guarantee is issued in accordance with the sample (OBR-7).

The successful tenderer must submit a financial performance guarantee in the amount of 5% of the contract value (including VAT) to the contracting authority, with a period of validity for the entire duration of the contract, extended for an additional 30 days after the contract expires.

If the successful tenderer does not submit the required financial performance guarantee or submits another kind of financial guarantee than required under this tender documentation, it is deemed that the tenderer withdrew or changed his tender during its validity.

The contracting authority will enforce the financial performance guarantee in the following cases:

- The contractual obligations are not executed in time and in a proper manner or the contractor unilaterally stops executing his obligations, or
- the contract is terminated by fault of the provider.

ESPD form: the official statement of the economic operator that no grounds for exclusion exist and that he meets the requirements for collaboration; at the same time it provides information required by the contracting authority. The official body or third party responsible for issuing proof is also listed in the ESPD form it also includes the official statement that the economic operator will present these supporting documents immediately upon request. The information in the ESPD form and/or supporting evidence submitted by the economic operator must be valid.

The economic operator (tenderer or subcontractor) shall import the ESPD form (.xml file) of the contracting authority on the website Public Contracts portal/ESPD: <http://www.enarocanje.si/ESPD/>, enter the required data directly, print it and submit the signed form in the tender.

2.7. SUPPLEMENTS, AMENDMENTS, WITHDRAWAL OF TENDER AND ERROR CORRECTION

The tenderer can supplement, amend or withdraw the tender before the deadline to submit tenders. The notification regarding the amendment or supplement of the tender must be appropriately marked on the envelope with the text “CHANGE OF TENDER FOR JN ALUMNI – DO NOT OPEN”.

If the tenderer replaces his tender with a new one, he must also withdraw his old tender from the public procurement process. The tender withdrawal must be received by the contracting authority before the deadline for the submission of tenders; it must be submitted in written form. The written withdrawal must be marked with the text “TENDER WITHDRAWAL FOR JN ALUMNI – DO NOT OPEN”. The contracting authority shall return such tenders to the tenderers unopened.

The art of tender submission applies also for the submission of amendments and the withdrawal of a tender.

If the information or documentation that must be submitted by the tenderer will be or is deemed incomplete or incorrect, or if individual documents are missing, the contracting authority will request that the tenderer supplements, amends or explains the missing documents within a relevant time limit, provided that such request completely adheres to the principle of equal treatment and transparency.

If the contracting authority is of the opinion that, with respect to his requirements, the tender price seems unusually low in comparison with market prices or a doubt exists as to the possibility of execution of the contract, the contracting authority will check whether the price is unusually low and call on the tenderer to explain the price or costs in the tender.

2.8. DETERMINING THE ELIGIBILITY TO PARTICIPATE IN THE PUBLIC PROCUREMENT PROCESS

The economic operator must comply with all conditions listed in this point. The type of documents with which the tenderer proves he meets the required condition is listed for every required condition. The above applies also to other economic operators if the tenderer utilises the capacities of other economic operators. In this case, in accordance with paragraph 2 of article 81 ZJN-3, the other economic operator must also demonstrate the conditions for participation and the absence of grounds for exclusion.

To prove that he meets the conditions, the tenderer must in accordance with Article 79 ZJN-3 submit within his tender the European Single Procurement Document regarding the submission of a public contract – the ESPD, which includes the updated statement of the economic operator as a preliminary supporting document with regard to point 2.8 of these instructions. The contracting authority can call on the economic operator at anytime during the process to provide all supporting documents or a portion of the supporting documents regarding particular information in the ESPD. The contracting authority reserves the right to call upon tenderers to supplement or explain the supporting documents they provided.

The economic operator must provide all the necessary information on the ESPD form, based on which the contracting authority will obtain supporting documents or other information from the national database, and also give consent in this form that the contracting authority may obtain these supporting documents.

Before awarding the public contract, the contracting authority can call on the successful tenderer to provide up-to-date supporting documents (certificates, statements) as proof of the non-existence of grounds for exclusion from point 2.8.1 of these instructions and as proof that he meets the conditions for participation from points 2.8.2 and 2.8.3 of these instructions.

The economic operator can also submit these supporting documents on the non-existence of grounds for exclusion from point 2.8.1 of these instructions by himself. The contracting authority reserves the right to verify the provided supporting documents with the signatory.

The information in the ESPD form and/or supporting evidence provided by the economic operator must be valid upon submission of the tender. If the tenderer is not based in the Republic of Slovenia and cannot obtain and provide the required documents because the country in which he is based does not issue such documents, the tenderer can submit a sworn witness statement or a sworn statement from the tenderer instead. The statement must be given before a judicial or administrative authority, notary or a competent authority of professional or economic operators in the country in which the tenderer is based.

The tenderer can meet the technical and personnel requirements together with subcontractors or by quoting the capacities of other economic operators, provided that the subcontractor or economic operator will execute the part of work in which the tenderer is quoting his capacities, and that such capacities will be used during the execution of the relevant contract. In this case the tenderer must submit their documents in the tender, which prove they meet the tender's requirements and support the claim that he will have resources available to fully execute the order on account of this, in the form of a specific written arrangement with the other operator and made for this purpose.

For joint tenders and tenders with subcontractors also the points 2.5.3 (Joint tender) and 2.5.2 (Tender with subcontractors) of these instructions must be taken into consideration.

When a tenderer is based in another country, he must name his representative for submissions in his tender in accordance with the General Administrative Procedures Act (Official Gazette RS, No. [24/06](#) – official consolidated text, [105/06](#) – ZUS-1, [126/07](#), [65/08](#), [8/10](#) and [82/13](#)).

2.8.1. General conditions or basic eligibility

1. The economic operators and/or a person who is a member of an administrative, managing or supervisory body of this economic operator or who has the authority to represent them or make decisions or supervise it have not been convicted by a final judgement for criminal acts from the first paragraphs of Article 75 ZJN-3.

If the economic operator is in a position as described in the paragraph above, he can in accordance with paragraph nine of Article 75 ZJN-3 submit evidence that he has adopted sufficient measures by which he can prove his reliability despite the existence of grounds for exclusion.

Supporting documents:

Completed ESPD form for the tenderer and eventual subcontractors and authorizing documents to obtain information from the criminal record (for the tenderer and eventual subcontractors and all persons who are members of an administrative, managing or supervisory body, including all persons who have authorization to represent them, make decisions or exercise supervision over the tenderer and eventual subcontractor).

The tenderers can also submit supporting documents from the criminal records themselves. The submitted certificates must reflect an up-to-date state and may in any case not be older than four (4) months before the deadline to submit tenders. In the case that the above specified supporting documents are submitted by the tenderer or even by the subcontractor himself, he does not have to enclose the supporting documents required in this point.

For foreign tenderers: *In addition to the ESPD, they are required to present an excerpt from the appropriate register, such as the judicial register, or if this register does not exist, an equivalent document issued by the competent judicial or administrative authority in another Member State or home country or the country in which the economic operator is based, and which shows that no grounds for exclusion exist.*

2. On submission day the economic operator must cover mandatory duties and other financial non-tax obligations in accordance with legislation that governs the financial administration collected by the tax authority in accordance with national legislation of the country in which the operator is based, or legislation of the contracting authority's country, or that the value of unpaid outstanding liabilities on the day of submitting the tender or application amounts to 50 EUR or less. On the day the tender is submitted the economic operator must have submitted all balance statements of tax withholdings for income from an employment relationship for the period of the last five years up to the day the tender is submitted.

Supporting document:

Completed ESPD form for the tenderer and eventual subcontractors. For foreign tenderers: *in addition to the ESPD a certificate issued by the competent authority to another Member State or third country.*

3. On the day when the deadline to submit tenders expires, the economic operator is not classified in the record of economic operators with negative references from point a) of paragraph four Article 75 ZJN-3.

Supporting document:

Completed ESPD form for the tenderer and eventual subcontractors.

4. In the last three years before the deadline to submit tenders expires the economic operator was not imposed a fine twice on account of an offence relating to payment for work in the a final judgement of a competent authority of the Republic of Slovenia or another Member State.

Supporting document:

Completed ESPD form for the tenderer and eventual subcontractors. For foreign tenderers: *an excerpt from the record on final judgements on offences, kept by the competent authority in another Member State or third country.*

5. No proceeding has been started against the economic operator on account of insolvency or forced termination by law governing the proceeding on account of insolvency and forced termination or a liquidation proceeding by law governing companies, such that his assets or business activities are not managed by a liquidator or a court, or that his business activities are not temporary suspended, or that in accordance with legislation of another country no proceeding has begun against him or a situation with similar legal repercussions has arisen.

Supporting document:

Completed ESPD form for the tenderer and eventual subcontractors.

In accordance with paragraph eight of Article 75 ZJN-3 the contracting authority will exclude an economic operator (tenderer, tenderer in a joint tender, subcontractor) from the public procurement process at any time if it is established that before or during the public procurement process, this operator with respect to committed or omitted acts in one of the positions of this point did not share instructions with other tenderers.

2.8.2. Eligibility to perform a professional activity

The economic operator must be registered to carry out the professional activity which is the subject of this public contract and must be registered in a professional or business register which is held in the Member State in which the economic operator is based.

If economic operators must have a certain permit or be members of a certain organisation to be eligible to carry out certain services in their home country, they must provide proof of this permit or membership in the public procurement process.

Supporting document:

Completed ESPD form for a tenderer and eventual subcontractors and, additionally, for a tenderer and eventual subcontractor who are not based in the Republic of Slovenia, a copy of a valid certificate of eligibility to carry out the requested services, in accordance with national legislation of the country in which he is based.

2.8.3. Technical conditions or capacity

2.8.3.1 References

In the last 3 years before the deadline to submit tenders the tenderer offered digital platforms for managing relations with alumni and alumni clubs to at least 3 universities or educational institutions with at least 10,000 users. Each of the reference systems meets the following conditions:

I. General:

- (a) The reference system is still operational on the day of the submission of the tender.
- (b) In the last 3 years before the deadline for the submission of tenders the reference system was in operation for at least 1 year.
- (c) The reference system is the same product (can be a different version) as the one the tenderer is offering in this tender. The same product means that it is the same product in different environments with the necessary upgrades and adjustments or previous (in the sense of product development) versions of the same product.

II. Functionality:

- (a) Within the three years preceding the deadline for the submission of tenders and in a one year period of operation at least all of the following integrations were used on the reference platform:
 - 1. Facebook
 - 2. LinkedIn
 - 3. AD (Active Directory)

Supporting document:

A list of the above mentioned references (OBR-3)

Upon request of the contracting authority the tenderer will have to submit the following supporting documents to the contracting authority:

- **supporting documents of contracting entities** for every individual reference business the tenderer quotes in the form (OBR-3a), **otherwise the references will not be recognized.** The contracting

authority that confirms the proof of reference on the execution of works is a third legal person, meaning that the tenderer cannot confirm the quoted reference by himself or for the contractor in a joint tender, **otherwise the references will not be recognized.**

2.8.3.2 Other technical conditions

The tenderer/partner must meet the formal, personnel and technical conditions, have appropriate certificates, professional and technical capabilities, financial resources, equipment and other devices, experience, a good name and employees with appropriate experience and expert knowledge for the execution of the subject of the public contract in accordance with the requirements of this contract.

Supporting document:

Completed ESPD form for the tenderer and eventual subcontractors

3. CRITERIA FOR THE EVALUATION OF TENDERS

The contracting authority will conclude a contract with the tenderer who receives the highest total number of points in the evaluation according to the criteria listed below. The total number of points is rounded up to the second decimal place. The maximum number of points that can be achieved is one hundred points.

The criterion for the selection of the most favourable tenderer is the **most economically advantageous tender**, which will be the one that gets the highest point score.

The total number of points for each tender will be calculated based on:

3.1 Price of the tender (PC) 45 points,

The total price of the tender (in EUR excluding VAT), quoted in the pro forma invoice, is used as the criterion. The tender that offers the lowest tender price in comparison with the other tenders gets the highest number of points – 45 points, the other tenders get correspondingly lower numbers of points, according to the percentage deviation from the tender with the lowest bidding price. Points are awarded according to the following formula:

$$PC = (P_{min}/P_x) \times 45$$

PC = number of points for the criterion “Offered price”

P_{min} = the lowest price for the criterion “Offered price”

P_x = Offered price from the tender being evaluated

The highest number of points that can be achieved under this criterion is 30 points, the tenders cannot get less than 0 points.

3.2 Personnel references (RK) 15 points,

The tenderer that shows through proof of references that the personnel that will participate in this contract (at least the guardian of the contract, ICT expert, responsible person for the uninterrupted operation of the system and the end user support consultant) possess expertise and work experience in the field which is the subject of the contract gets 15 points. As appropriate proof, the submission of at least two proofs of references for each individual employee will be taken into account, whereby

implementation and a minimal period of 3 years maintenance of a system for managing relations with alumni at a university educational institution with at least 10,000 users shall count as a reference project.

3.3 Up-to-date error notification system (SASN) 5 points,

The contracting authority requires an up-to-date notification system on the operation of the system, compatible with standard sensors in PRTG, for instance SNMP, for which the tenderer who demonstrates the existence of such an up-to-date error notification system, compatible with standard sensors in PRTG, for instance SNMP, gets 5 points. For system operation, data on all system elements are vital, meaning on the application and data level as well as the server environment (for instance IIS, Windows Server and MS SQL).

3.4 Integration with the identity system of the University of Ljubljana (SSI) 15 points,

The service is embedded in the domain environment of the University of Ljubljana. User access to the application is arranged through a web server, and the application supports access (roles) management with user authentication through AD (Active Directory).

OR

The solution is implemented as a cloud service hosted by the tenderer. For user authentication a single identity through AAI or EDUGAIN federation is used holds the trust of the tenderer. More on AAI: <https://aai.arnes.si> and EDUGAIN: <https://wiki.edugain.org/edugain>.

3.5 Application of international standards: ISO 9001, 5 points

On the day of opening of the tenders the tenderer has a valid quality assurance system (for instance ISO 9001 or equal), covering the areas of development, introduction and support for information solutions. The quality assurance system must be confirmed by an independent institution that has a certification process in place and is accredited by an internationally recognised organization. A thus-confirmed quality assurance system and certification process must be based on internationally recognised and applied standards.

SUPPORTING DOCUMENT:

A certificate showing that it covers quality in the field relevant for the subject of the contract and shows the validity of the certificate.

3.6 Application of international standards: ISO/IEC 27001, 5 points

On the day of opening of the tenders the tenderer has a valid information security assurance system (e.g. ISO/IEC 27001 or equal) which covers the areas of development, introduction and support for information solutions. The information security assurance system must be confirmed by an independent institution that has a certification process in place and is accredited by an internationally recognised organization. A thus-confirmed information security assurance system and certification process must be based on internationally recognised and applied standards. The certificate of quality must apply for every tenderer in the tender.

SUPPORTING DOCUMENT:

A certificate showing that it covers information security of the field and service relevant for the subject of the contract and shows the validity of the certificate.

3.7 Available help in the system at point of use (maximum 10 points)

The system end user can easily and uniformly access short instructions for use of the software and function descriptions of individual commands for every time the content opens according to the location in the system and where the end user is located (Context-sensitive help).

- 10 points according to this criterion: The functionality, as described above, is entirely included in the offered system at the time the tender is submitted
- 5 points according to this criterion: The functionality, as described above, is partly included in the offered system at the time the tender is submitted
- 0 points according to this criterion: The offered system does not meet the above mentioned requirements at the time the tender is submitted.

SUPPORTING DOCUMENT: A check by the contracting authority after the submission of the tender on a set up test system at the premises of the contracting authority.

The total number of points (S=) is rounded up to the second decimal place.

If several tenderers get the same number of points at the evaluation, the contracting authority will choose the tenderer that offers the lower total tender price (in EUR excluding DDV).

4. OTHER CONDITIONS AND WARNINGS

4.1. ACTIVITIES OF THE TENDERER

The contracting authority gives warning to the tenderer on the following:

- that he may not initiate or execute activities during the time of public procurement that would determine the selection of a certain tender in advance;
- that in the time period from the selection of the successful tenderer until the contract enters into force, he may not initiate activities that could lead to the contract not entering into force or non-completion of the contract;
- that in case the process is suspended, no party may begin or execute processes that would hamper the annulment or change of the decision regarding the award of the tender or that would influence the impartiality of the evaluation committee;
- any interference from the tenderer on the contracting authority, including influencing him during the process of evaluation, explanation, verification and comparison of the tenders and during the decision of concluding a contract can lead to a rejection of the contract.

4.2. CONCLUSION OF THE CONTRACT

After the decision regarding the most advantageous tenderer is final and in the period of validity of the tender, the contracting authority will invite the successful tenderer to sign the contract no later than 5 days after the decision is final. If the tenderer does not respond to the invitation to sign the contract within 5 days, it is deemed that he has withdrawn from the tender.

The contract enters into force when it is signed by both contractual parties and the contractor submits a financial performance guarantee.

In case the tenderer does not submit the financial performance guarantee at the time of the conclusion of the contract, the contractor is obliged to pay all damages that he caused the contracting authority with his conduct.

In accordance with paragraph 6 Article 14 of the Act on integrity and corruption prevention (Official Gazette RS, No. 69/11-UPB2; hereinafter 'ZIntPK'), the selected tenderer shall, upon request of the contracting authority and before the framework agreement is signed, submit a statement or information on the participation of natural and legal persons in ownership of the candidate, including the participation of silent partners and economic operators which are deemed under the legal provisions governing companies as related companies in relation to the candidate. If the tenderer submits a false statement or states false information regarding the stated facts, this makes the contract null and void.

Before the contract is signed, the contracting authority will check whether reasons from Article 35 ZIntPK exist regarding a ban on business activities on account of which the contracting authority cannot conduct business with the successful tenderers or subcontractors, if the value of the works that are to be executed by the subcontractor under this contract exceeds 10,000 EUR excluding VAT.

4.3. REJECTION OF TENDERS

The contracting authority reserves the right to reject all tenders. In this case he will act in accordance with Article 90 ZJN-3. In accordance with paragraph one of Article 90 ZJN-3, the contracting authority can suspend the public procurement process at any time before the opening of the tenders.

In case any or all of the tenders are rejected or in case the process is suspended, the tenderers have no right to claim any reimbursement of costs.

After the decision on the award of the public contract is final, the contracting authority can, until the contract on the execution of the public contract is signed, withdraw from the award of the public contract for justifiable reasons if he has no further need for this public contract or does not have guaranteed funds for it, if reasonable suspicions arise on the part of the contracting authority that the content of the tender was or could be the consequence of a criminal offence or if other extraordinary circumstances have arisen which the contracting authority could not influence or foresee and on account of which the execution of the public contract has become impossible. In case the contracting authority withdraws from the execution of the public contract, in written form of his decision and the reasons for it he must immediately inform the tenderers or candidates that submitted a tender

4.4. EXCLUSION OF TENDERS AND QUOTING MISLEADING DATA

The contracting authority shall exclude:

- tenders that have not been submitted in time,
- tenders that do not meet all requirements of the contracting authority, even after the call for supplementation, as far as this is admissible,
- tenders that do not meet all technical specifications from the tender documentation,
- other cases as required by law.

At any time during the public procurement process, the contracting authority can exclude an economic operator if it is established that before or during the public procurement process this operator quoted misleading data in one of the positions from paragraph six Article 75 ZJN-3 or in one of the positions, on account of which he loses basic eligibility.

The contracting authority shall exclude a tenderer from the public procurement process, if reasonable suspicion exists that the tenderer or someone else in his name, promised, offered or gave any sort of benefits to a member of staff of the contracting authority or another person that could influence his decision in the public procurement process, with the intent to influence the content, actions or the decision of the contracting authority regarding the tender before, after or during the selection of the successful tenderer.

The contracting authority shall suggest to the National evaluation commission that they initiate a proceeding regarding an offence:

- in case reasonable suspicion arises on the part of the contracting authority that the tenderer submitted a false statement or forged or changed a document as legitimate in the public procurement process according to paragraph eleven Article 89 ZJN-3;
- if the main contractor does not act in accordance with Article 94 ZJN-3.

4.5. LEGAL PROTECTION

The legal protection of the tenderers in the public procurement process is guaranteed in accordance with the provisions of the Act on legal protection in public procurement procedures (Official Gazette RS, No. 43/11, 60/11 – ZTP-D, 63/13 and 90/14 – ZDU-1I; hereinafter 'ZPVPJN'), following the procedure and manner as determined by law. A request for legal protection in the public procurement processes can be submitted during all stages of the public procurement process against any action by the contracting authority such that the law governing the award of public contracts or ZPVPJN does not stipulate otherwise. A request for legal protection can be submitted by an actively legitimate person as set out in Article 14 ZPVPJN.

The request for review must include:

- the name and address of the applicant (hereinafter 'applicant') and the contact person,
- the name of the contracting authority,
- the reference number of the public contract or decision on the award of the public contract or recognition of eligibility,
- the subject of the public contract,
- alleged infringements,
- facts and evidence proving the infringements,
- authorization for representation in the preliminary and review process if the applicant acts with an agent,
- statement of whether this particular public procurement process is co-financed by European resources and by which European funds.

In accordance with the first indent of paragraph one Article 71 ZPVPJN, the applicant must submit proof of payment of the fee in the amount of 1,500 EUR with the request for a review. The duty must be paid on the sub-account opened at the Bank of Slovenia for the payment of fees regarding preliminary review and review proceedings, SWIFT CODE: BS LJ SI 2X; IBAN:SI56011001000358802 – "fee for the revision of a public procurement process". The request for review must be submitted to the University of Ljubljana, Kongresni trg 12, 1001, Ljubljana, directly

to this address by registered mail. The applicant must also submit a copy of the request for review to the ministry responsible for public administration.

III. FORMS

ENVELOPE (OBR-1)

TENDERER:	
CONTRACTING AUTHORITY: <div style="text-align: center;"> UNIVERSITY OF LJUBLJANA Kongresni trg 12 1000 LJUBLJANA </div>	
TITLE OF THE PUBLIC CONTRACT:	
REFERENCE NUMBER: <div style="text-align: center;"> DO NOT OPEN, TENDER – <i>JN ALUMNI</i> </div>	
<i>(to be filled out by the contracting authority)</i> Date and time of submission:	Serial number of the submission:



TENDER (OBR-2)

We submit a tender for the public contract “**LEASE OF A DIGITAL PLATFORM FOR MANAGING RELATIONS WITH ALUMNI AND ALUMNI CLUBS AT EDUCATIONAL INSTITUTIONS UNTIL 30 JUNE 2020**” (mark with X):

- ☐ Single tender
☐ Tender with subcontractors
☐ Joint tender

1. *Basic information on the tenderer*

Full trade name of the tenderer:	
Address of the tenderer:	
Company code:	
ID number for VAT:	
Telephone number:	
E-mail:	
MSP ¹	YES NO

2. *Tender with subcontractors*

In the public contract we will collaborate with the following subcontractors:	
Address of the subcontractor:	
Company code:	
ID number for VAT:	

¹ The tenderer states, whether he is a micro, small or medium-sized enterprise – in accordance with the Commission Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, which defines micro, small and medium-sized enterprises as companies, employing less than 250 people and whose annual turnover does not exceed 50 million EUR or whose annual balance sheet does not exceed 43 million EUR.

MSP	YES	NO
Account number:		
Telephone number:		
E-mail:		
Portion of the public contract to be executed by the subcontractor (abbreviated company name of the subcontractor, subject, quantity and share in %, value, place and time of the execution):		

I, the subcontractor _____, quoted in the tender, request/do not request (mark accordingly) direct payment for the services, performed under the public contract on the account number _____. *(if there are several subcontractors, this paragraph is copied the relevant number of times)*

I, the tenderer, authorize/do not authorize (mark accordingly) the contracting authority to make direct payments to the subcontractors based on a confirmed invoice.

3. *Joint tender*

In the public procurement we are collaborating as tenderers (joint tender) as follows:		
MSP	YES	NO
	YES	NO
	YES	NO

Until the decision is made regarding the award of the public contract, the contracting authority shall address all documents (mark with X):

A ☐ to one tenderer from the joint tender, namely: _____ (state company name and the address of the tenderer)

B ☐ to all tenderers from the joint tender.

No.	Name of the bank	Address	Telephone
1.			

4. *The bank where the tenderer has opened his account (purpose: payment of services)*
5. *The person authorized to sign the contract*

1.	
2.	
3.	

6. *Guardian of the contract on the side of the contracting authority and contact information for order placement*

Guardian of the contract on the side of the contracting authority:	
Fixed telephone number:	
Mobile phone number:	
E-mail:	

1. *Tender price for the subject of the public contract for the entire contract period.*

Item	Category	Unit	Price/unit excluding	Quantity	Price excluding
A.	Setting up and adapting the platform	piece		1	
B.	Annual use of the platform for up to 20,000 users	annually		3	
Total tender price A+B excluding VAT					
				VAT	
Total tender price including VAT					
	OPTIONAL – NOT SUBJECT TO SELECTION CRITERIA				
C.	Annual use of the platform for more than 20,000 users	annually		1	

The selection criterion is the total tender price A+B excluding VAT. In the case that during the contractual period the contracting authority exceeds the expected number of users (up to 20.000), item C acts as the basis for the negotiation procedure without prior publication.

The price is quoted in EUR and includes all elements it pertains to (providing services, eventual discounts, labour costs, transport costs, delivery costs, insurance, etc. and other costs stated in the documentation regarding the award of the public contract). The contracting authority does not allow

other or additional charges. The total contract value must be identical to the total price according to the pro forma invoice.

The contracting authority will pay the contractor one-off costs for setting up, launching and adapting the digital platform in the amount of _____ EUR excluding VAT. For this service the contractor must issue an invoice within eight calendar days after the handover report is signed.

For the performance of other services described in Article 2 of this contract, the contracting authority shall pay the contractor _____ EUR excluding VAT annually. The payment will be carried out at the beginning of every current year based of the issued invoice, whereby in the first year the invoice shall be issued within 30 days after the handover report is signed.

The contractor must issue the invoice within five calendar days after the previous year ends. The contractor must enclose an overview report to the invoice, stating the received, open and performed tasks and other actions for the period for which the invoice was issued, whereby he must reference the contract number.

We formally declare the following:

- We will execute the public contract in a professional and high quality manner according to professional standards and in accordance with applicable regulations, technical instructions, recommendations and norms if we are selected for the execution of the public contract;
- We will send a report to the contracting authority regarding all tasks upon his request;
- We fully agree with and accept the terms and other requirements of the contracting authority stated in this documentation regarding the award of the public contract, without any restrictions;
- We reviewed the entire documentation regarding the public procurement contract while preparing our tender and agree with its provisions;
- We are fully aware of the extent and complexity of the public contract and are able to supply the required quantities in whole and within the time frame required by the contracting authority;
- We will not have any claims for compensation toward the contracting authority if we are not selected for the execution of the public contract;
- We have given only truthful or credible statements.

Place:

stamp

Signatory:

Date:

Signature

This form is to be signed by the representatives of all tenderers that have submitted a joint tender and all subcontractors.

The investment is co-financed by the Republic of Slovenia and the European Union from the European Social Fund.



OBR- 2a

AUTHORIZATION TO OBTAIN AN EXCERPT FROM THE CRIMINAL RECORD FOR LEGAL PERSONS, I.E. TENDERERS

I, the undersigned _____ (name of the principal), authorize the University of Ljubljana, Kongresni trg 12, 1000 Ljubljana, to obtain an excerpt from the criminal record from the Ministry of Justice of the Republic of Slovenia to verify compliance with conditions of basic suitability and the condition of non-imposed additional penalty based on Article 15.a of the Liability of Legal Persons for Criminal Offences Act (Official Gazette RS, 98/2004 and 65/2008) in the public procurement procedure – **“LEASE OF A DIGITAL PLATFORM FOR MANAGING RELATIONS WITH ALUMNI AND ALUMNI CLUBS AT EDUCATIONAL INSTITUTIONS UNTIL 30 JUNE 2020”**.

Information on the legal person:

Full company name:

Company head office:

Company head office municipality:

Number of entry in the commercial
register:

Company code:

Place and date:

Tenderer:

Stamp and signature:

* In case of a joint tender or tender with subcontractors, every tenderer/subcontractor shall sign and stamp this form individually.

The investment is co-financed by the Republic of Slovenia and the European Union from the European Social Fund.



OBR- 2b

**AUTHORIZATION TO OBTAIN AN EXCERPT FROM THE CRIMINAL RECORD FOR
NATURAL PERSONS, defined in Article 75 ZJN-3**

I, the undersigned _____ (name of the principal), authorize the University of Ljubljana, Kongresni trg 12, 1000 Ljubljana, to obtain an excerpt from the criminal record from the Ministry of Justice of the Republic of Slovenia to verify compliance with conditions of basic competence and the condition of non-imposed additional penalty based on Article 15.a of the Liability of Legal Persons for Criminal Offences Act (Official Gazette RS, 98/2004 and 65/2008) in the public procurement procedure – **“LEASE OF A DIGITAL PLATFORM FOR MANAGING RELATIONS WITH ALUMNI AND ALUMNI CLUBS AT EDUCATIONAL INSTITUTIONS UNTIL 30 JUNE 2020”**.

My personal data are the following:

CITIZEN'S PERSONAL IDENTIFICATION

NUMBER:

DATE OF BIRTH:

PLACE OF BIRTH:

MUNICIPALITY OF BIRTH:

COUNTRY OF BIRTH:

ADDRESS OF PERMANENT/TEMPORARY

RESIDENCE:

(street and house number)

(postcode and post)

CITIZENSHIP:

MY PREVIOUS LAST NAME:

Place and date:

Signature of the principal:

* This form must be completed by all persons who are members of the administrative, managerial or supervisory bodies of the economic operator (also all joint tenderers and subcontractors) or who are authorized to represent them or make decisions or exercise supervision over them.

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OBR-3

**LIST OF REFERENCES OF THE LAST 3 YEARS BEFORE PUBLICATION OF THE
AWARD NOTICE ON THE PORTAL**

TENDERER: _____

Serial number:	Contracting partner	Object of the contract	Implementation period	Contact person	Contract value in EUR including VAT
1.					
2.					
3.					

We declare that the quoted references are completely in accordance with the requests of the contracting authority in point 2.8.3.1 of the tender documentation for the public contract “**LEASE OF A DIGITAL PLATFORM FOR MANAGING RELATIONS WITH ALUMNI AND ALUMNI CLUBS AT EDUCATIONAL INSTITUTIONS UNTIL 30 JUNE 2020**”.

Upon request of the contracting authority the tenderer is obliged to submit to this form the **proof from contracting entities** for every individual reference business that the tenderer quotes in the form (OBR-3a), **otherwise the references will not be recognized**. The contracting authority that confirms the proof of reference on the execution of works is a third legal person, meaning that the tenderer cannot confirm the quoted reference himself or for the contractor in a joint tender, **otherwise the references will not be recognized**. The contracting authority reserves the right to demand that an individual economic operator submit contracts or other documents unequivocally proving the quoted references at any time during the public procurement process.

Date:

Stamp:

Signature:

The investment is co-financed by the Republic of Slovenia and the European Union from the European Social Fund.



OBR-3a

(Instructions: copy the form for the required number of certificates)

CERTIFICATE OF THE CONTRACTOR

We declare, under criminal and material liability, that the data listed below regarding reference businesses is true. Upon request of the contracting authority will shall submit, within the required time period, proof of the successful execution of the quoted reference works or successfully executed businesses of the tenderer.

Contractor (confirming the reference)	
Address:	
Operator:	
Contact person of the contractor (confirming the reference):	
Date of implementation or period covered:	
Place of implementation:	
Short description of contract object:	
Number of users:	

We confirm that based on our contract the above-stated seller performed services in accordance with the contract and in the period, quantity and price he quoted in his offer.

Date:

Stamp of the contractor:

Signature of the contractor
(confirming the reference):

Note:

The contractor that confirms the proof of reference on the execution of works is a third legal person, meaning that the contracting authority cannot confirm the quoted reference himself or for the contractor in a joint tender.

The investment is co-financed by the Republic of Slovenia and the European Union from the European Social Fund.



REPUBLIKA SLOVENIJA
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TENDERER

LIST OF PERSONNEL REFERENCES RESPONSIBLE FOR PERFORMING THE WORK

1. *Guardian of the contract:*

First and last name of the person performing the task under this public contract:	
Reference projects (period of execution, description of the functionality, duties):	

2. *ICT expert responsible for uninterrupted system operation:*

First and last name of the person performing the task under this public contract:	
Reference projects (period of execution, description of the functionality, duties):	

3. The person responsible for end-user support

First and last name of the person performing the task under this public contract:	
Reference projects (period of execution, description of the functionality, duties):	

The implementation and a minimum of 3 years maintenance of a system for managing relations with alumni at a university educational institution with at least 10,000 users qualifies as a reference project.

The contractor must submit the CV and proof of every individual person to the contracting authority if the contracting authority requests so. The contractor must inform the contracting authority of any eventual replacements of the above listed persons with compatible reference projects no later than 30 days after the change arises, and at the same time submit the required data regarding the new person responsible for the above stated tasks.

Date:

Stamp:

Signature of a legal representative:

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OBR-4

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

Information on the tenderer (legal person, entrepreneur, association or other legal entity that takes part in the public procurement process):

Name of the tenderer	
Address/head office of the tenderer	
All legal representatives	
Company code	
ID number for VAT	

Ownership structure of the tenderer:

1.1. Information regarding the participation of natural persons in ownership of the tenderer

First and last name of the natural person	
Address of permanent residence	
Share of ownership	

(extend the list accordingly)

1.2. Information regarding the participation of legal persons in ownership of the tenderer

Name of legal person	
Head office of legal person	
Share of ownership	
Company code	
ID number for VAT	

(extend the list accordingly)

1.3. Information regarding companies that are deemed as connected to the tenderer under the provisions of company law

Name of legal person	
Head office of legal person	
Type of connection/share of ownership	
Company code	
ID number for VAT	

(extend the list accordingly)

I declare that I have listed as natural persons – stakeholders:

- every natural person that is a direct or indirect owner of more than 5% of the shares or more than 5% share of founding rights, management or capital of the legal person, or has a dominant position in managing the assets of the legal person;
- every natural person that indirectly ensures funds for the legal person and therefore has the possibility to oversee, direct or otherwise significantly influence the decisions of the managing board or other management bodies of the legal person regarding finance and business decisions.

By signing this statement I guarantee that no other natural or legal persons or economic operators, deemed as connected companies under company law, have a stake in the entire ownership structure.

By signing this statement I guarantee that this information is true and accurate and am aware that in case of a false statement or information regarding the facts in this statement, the contract is rendered null and void. I undertake to inform the contracting authority of any changes regarding the provided information.

Date:
Place:

Stamp and signature of the authorized person

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OBR-5

MODEL CONTRACT

Contracting authority: UNIVERSITY OF LJUBLJANA, Kongresni trg 12, Ljubljana, tax number 54162513, registration number: 5085063, represented by Rector Prof. Dr. Ivan Svetlik

and

Contractor: NAME, address, tax number: , company code: , represented by the CEO First and Last name

conclude the following

CONTRACT No. _____ for

“Lease of a digital platform for managing relations with alumni and alumni clubs at educational institutions until 30 June 2020”

I. INTRODUCTORY PROVISIONS

Article 1

As a preliminary point the contracting parties agree that:

- the contractor was selected as the economically most advantageous tenderer based on the procurement procedure for low value contracts in accordance with Article 47 of the Public Procurement Act (Official Gazette RS, No. 91/15; hereinafter ‘ZJN-3’) based on the submitted tender and pro forma invoice _____, of _____ with the decision on the submission of the public tender No. _____ of _____;
- the public contract will be implemented as part of the project “University of Ljubljana Career Centres – the compass on your career path”. The investment is co-financed by the Republic of Slovenia and the European Union from the European Social Fund;
- the contractor ensures the contracting authority that he will perform all activities, required for the fulfilment of contractual obligations and that he meets all requirements set by applicable regulations and instructions of the contracting authority regarding the provision of services and execution of contractual obligations;

- the contracting parties conclude this contract to define the conditions and mutual obligations regarding the provision of services that are the subject of the public contract;
- the tender documentation for the present public contract, published on the Public procurement portal on _____ and the tenderer's tender of _____ are an integral part of this contract.

II. SUBJECT OF THE CONTRACT

Article 2

The contractual parties agree that the subject of this contract is the installation, launch, adaptation and one year lease of a digital platform for managing relations with alumni and alumni clubs at educational institutions for the period from the day the contract is signed until 30 June 2020.

The contractor undertakes to offer and guarantee to the contracting authority the following services for the price of the tender: adaptation of the design according to the corporate design of the contracting authority, installation and launch of the platform, maintenance, hosting, user assistance and eventual training.

The contractor undertakes to adapt, install and launch the digital platform within 60 days after the signing of this contract.

The contractor undertakes to maintain the platform in formats suitable for online and mobile use and that the contractor will always offer the latest version. The contracting authority reserves the right to refuse an upgrade if he does not see an added value in it.

III. CONTRACT PRICE AND TERMS OF PAYMENT

Article 3

The contracting authority shall pay the contractor one-off costs for the installation, launch and adaptation of the digital platform in the amount of _____ EUR excluding VAT. For this service the contractor shall issue an invoice within five calendar days after the handover report is signed.

For the performance of other services described in Article 2 of this contract, the contracting authority shall pay the contractor _____ EUR excluding VAT annually. The payment will be carried out at the beginning of every current year based on the issued invoice, whereby in the first year the invoice shall be issued within 30 days after the handover report is signed.

The contractor must issue the invoice in accordance with applicable tax legislation within eight calendar days after the conclusion of the previous year. The invoice must state the title and number of the contract. The contractor must enclose an overview report to the invoice, stating the received, open and performed tasks and other actions for the period for which the invoice was issued, whereby he must reference the contract number.

Article 4

The contracting authority shall pay the invoice of the contractor, which shall first be confirmed by the contracting authority's contract guardian, within 30 days of the official date of invoice reception on the contractor's bank account.

The contracting authority can confirm or refuse the invoice and the report regarding the executed works in the previous month within 8 days after he receives the invoice and the report. The contractor must remedy the deficiencies stated as the reason for the refusal of the report within the period agreed between the contractor and the contracting authority.

In case of late payment by the contracting authority, the contractor can charge the statutory rate of interest in accordance with applicable regulations.

IV. COORDINATION

Article 5

The following persons are responsible for the coordination of works under this contract:

- on the part of the contractor _____ and
- on the part of the contracting authority Mrs. Barbara Baraga, University service for the personal and professional development of students.

V. MAINTENANCE

Article 6

Within the framework of this contract the contractor offers the contracting authority maintenance of the digital platform for the entire duration of the contract. Maintenance activities include:

- Help for the end-users, remotely (telephone, e-mail) and at the premises of the contracting authority;
- Assistance to application administrators and help desk at the UL, remote and at the premises of the contracting authority;
- Correction of all errors of the subject of the contract together with all activities connected with error diagnosis and correction and technical documentation of changes to the required level;
- Updates (new versions) of the software which is the subject of this contract;
- That the contractor guarantees smooth and uninterrupted operation of the entire solution. The contractor must provide that all adaptations and changes are implemented in a swift, user friendly and proper manner if they are needed due to the updates of any software or hardware system element, are required for the smooth functioning of the application and cannot be directly influenced by the contracting authority;
- Eventual disruptions of the system operation, necessary due to system maintenance, are to be agreed in advance between the contracting authority and the contractor;
- All coordinating communication and meetings at the UL regarding the maintenance processes and uninterrupted provision of services. The contracting authority has the right to define the place and duration of the talks. If the contractor and the contracting authority agree that the content of the meeting is not connected to the content of the contract, the contractor may charge for the services according to the price list enclosed to this contract;
- The contractor has no right to charge for additional expenses that arise on account of the execution of contractually defined works.

Article 7

The contracting authority shall communicate the incidents to the contractor in written form by e-mail to the e-mail address _____. If the contracting authority communicates the incident by telephone or verbally, he is obliged to also confirm the report of the incident in written form.

Article 8

The contractor is obliged to submit the following information in the written incident report:

- Version and sub-version number,
- Error message or the ERROR.LOG file or other appropriate description and supporting evidence from which the error circumstances are recognizable,
- If additional information is required to correct the error, the person who reported the error must submit this information in accordance with their knowledge and ability.

All error reports are carried out through the delegate of the contracting authority or with his knowledge. The delegate is obliged to keep a record of all requests.

Article 9

For individual incident categories the defined response time and time to resolve the incident must be respected by the contractor. The response time is considered as the time period from the moment the contractor reacts once the error is reported (or from the moment he should have reacted according to the estimated response time under this contract). Experts on the side of the contracting authority will also participate in the resolution of incidents that fall under the categories critical or severe, and the contractor undertakes to also include other suitably qualified experts in this field.

The time of resolution of an incident is the time period from the written incident report, sent to the contractor, until the adequacy of the solution is confirmed. The contractual parties mutually agree that the incident is resolved when normal operation of the system, as it was before the error arose, is established. The incident is regarded as resolved when the contractor informs the contracting authority of the adjustments and instructions to resolve the incident and the contracting authority confirms this solution as appropriate.

<i>Incident category</i>	Incident description	Response time	Resolution time
<i>Critical</i>	An incident that prevents or seriously threatens the operation and use of the software (or other connected systems) entirely or in a substantial part and cannot be remedied using the appropriate emergency or manual solution.	4 hours	1 working day
<i>Serious</i>	An incident that causes critical inconveniences or malfunctions regarding the operation and use of the system (or other connected systems) entirely or in a substantial part thereof, but can be remedied using the	6 hours	1 working day

<i>Incident category</i>	Incident description	Response time	Resolution time
<i>Normal</i>	appropriate emergency or manual solution.		
	An incident that causes inconveniences or inconsistencies regarding the operation and use of the software (or other interconnected systems) and is not of especially important or critical nature.	1 working day	up to 5 working days
<i>Low</i>	An incident that does not directly impact the accuracy of the end results of the software operation and for which alternative solutions exist, but corrections are nevertheless necessary.	2 working days	up to 5 working days

VI. FORCE MAJEURE

Article 10

All unforeseen and unexpected events that arise independently of the will of the contractual parties and which could not have been foreseen by the contractual parties at the time of the conclusion of the contract and impact the execution of the contractual obligation in any way, count as force majeure.

The contractual party, on the part of which force majeure occurred, must inform the other party of the start and end of force majeure in written form as soon as possible, but no later than within two working days after the event arises, and submit credible evidence on the existence and duration of force majeure. None of the contractual parties are responsible for non-compliance of any of their obligations for reasons that are beyond their control.

VII. REPORTING

Article 11

The contractor shall provide the contracting authority with monthly reports on the executed work by no later than on the fifth calendar day after the end of the month. The report shall include the following information for the individual error or amendment:

- Serial number of the product
- Incident number on the part of the contracting authority
- Incident number on the part of the contractor (optional)
- Category of the incident as set out in Article 8 (critical, serious, normal or low)
- Date of the error or event
- Description of the error or event

- Description of the state of the error or event (new, open, resolved, unresolved, confirmed)
- Description of the implemented measures.

VIII. CONTRACTOR'S OBLIGATIONS

Article 12

Contractual services, to be performed on the contracting authority's premises, shall be performed by the contractor during working hours of the contracting authority.

Article 13

The contractor undertakes to perform all services under this contract in a professional manner and with a high level of quality, in accordance with applicable arrangements, regulations and standards and guarantees that he does not infringe copyrights of others.

IX. SHORTCOMINGS AND ERRORS

Article 14

A shortcoming is any deviation of the subject of the contract, specified in the contract, regardless of the point in time at which the fault is discovered, or a derogation from the rules set by the contracting authority for the execution of the contract object and documentation or from internal regulations of the University of Ljubljana, standards and applicable legislation.

Article 15

An error is any derogation from the contracting authority's requirements that prevents the agreed application of the system and already exists at the time of the handover of the information system to the contracting authority or arises during the contractual period on grounds on the part of the contractor or as a consequence of poor maintenance. Any malfunction of the application is considered one which prevents its users from performing actions for which the application was intended.

An error is any derogation from applicable legislation, internal regulations and regulations of the Republic of Slovenia.

Article 16

The contractor is obliged to rectify all shortcomings and errors of all objects of this contract as part of basic maintenance.

Article 17

In case shortcomings are the result of circumstances that can be attributed to the contracting authority, the contractor shall rectify these shortcomings upon request of the contracting authority. The contractual parties shall mutually agree on the appropriate payment, and for any such order the contracting authority shall issue such an order to the contractor in written form. If the contractor and the contracting authority cannot mutually agree on the order regarding the rectification of shortcomings, the cause of which can be attributed to the contracting authority, the contractor is not under any obligation.

X. GUARANTEE

Article 18

The contractor guarantees that the information system is faultless and that all its adaptations and upgrades will function in accordance with the contracting authority's requirements.

The contractor undertakes to rectify all shortcomings regarding the results of the contractual obligations immediately and free of charge. The contracting authority will provide the contractor all necessary documents and information required for the rectification of shortcomings. If the contractor does not rectify the shortcomings within the set time frame, the contracting authority can decide to reduce the payment by at least the corresponding share if the usability of the contract object has been adversely affected. In case of force majeure, the contractor can withdraw completely or in part from the contract or order as set out in Article 9 of this contract.

Article 19

The contractor undertakes to rectify all shortcomings in time, as they arise and on a high quality level during the contractual maintenance period.

The contractor guarantees that no third parties have rights to the information system that could exclude or restrict the exercising of rights that are transferred to the contracting authority. Hereby, the contractor undertakes to protect the contracting authority from third party claims and reimburse him for any damages caused on account of the contractor.

Article 20

The contractor guarantees the contracting authority uninterrupted operation of the platform or a guarantee of the platform for the entire lease period. In this period the contractor must, free of charge, rectify all errors and shortcomings regarding the operation of the product and its upgrades and adaptations and derogation of its operation with regard to the requirements. If this cannot be guaranteed, the contractor must issue a functioning alternative solution, but the contracting authority cannot demand additional changes free of charge as part of the guarantee.

Eventual malfunctions of the system are rectified in accordance with Article 9 of this contract.

XI. DELAYS

Article 21

In case of a delay, for which the contractor is solely responsible, the contractor shall pay a contractual penalty. The contractual penalty or compensation for the replacement service can be accounted for in future payments of the contractor.

Article 22

If the contractor exceeds the contractually agreed deadline for implementation or the deadline to rectify the agreed upon shortcomings, he shall pay a contractual penalty in the amount of 5 ‰ of the contract value excluding VAT for each day the deadline is exceeded, except in the case of force majeure. The total amount of the contractual penalty cannot exceed 10 % of the value of contract works excluding VAT.

Despite the measures the contractor undertakes to perform all maintenance activities and in case he fails to do so, he is responsible for the damage sustained by the contracting authority.

Article 23

If the actual damage from the delay exceeds the value of the contractual penalty, the contracting authority can seek compensation for the actual damage. If the parties cannot mutually agree on the amount for damage produced by the delay, the competent court shall determine the amount of the damage.

Article 24

If the delay on the part of the contractor or a fault in the execution significantly reduces the usability of the contract subject, the contracting authority can unilaterally terminate the contract.

Article 25

The contracting authority can enforce the above listed measures after he has given notice to the contractor if the contractor does not rectify the delay within the time period which the contracting authority can bear without adverse consequences. The notice must be sent to the contractor in written form by registered mail with receipt, or he can issue the notice per e-mail.

XII. OBSTACLES THAT THE CONTRACTOR ENCOUNTERS

Article 26

If during the execution of this contract the contractor encounters obstacles, irrespective of the circumstances, he shall immediately inform the contracting authority in written form of these obstacles. The contractor will do his utmost to minimize the consequences, and the contractual parties shall agree upon an appropriate extension of the agreed deadlines. If the contractor does not send a written notice regarding such obstacles within 3 (three) working days from the day on which the obstacles arise, he may not refer to such circumstances at a later point.

XIII. COPYRIGHT AND INTELLECTUAL PROPERTY

Article 27

The original holder of the copyright on the software that is the subject of this contract is the company _____.

If the contractor, during the implementation of the contractual provisions, creates software or another creation that has the character of a copyright work, the contractor retains the moral copyright to this creation as its author. The copyright, including the right to reproduce integral parts or the entire creation, translate, adjust, adapt or remake and reproduce these creations in any way and the distribution rights in any form, is transferred to the contracting authority with the handover of the software or other creation exclusively and for an unlimited duration.

Regarding software that is not developed by the contractor himself, the contractor must transfer the license to the contracting authority, enabling the reproduction and use for requirements of the contracting authority with regard to the number of system users.

The contractor guarantees that no third parties have rights that could hinder the exercising of rights that will be transferred under this contract. The contractor undertakes to take on or repay all eventual claims by third parties against the contracting authority (including damages and legal and court costs) in case third parties claim or provide relevant evidence that the product, which is the subject of this contract, infringes patent rights, copyrights or other safeguarded rights of a third party. If any such claims arise or have the possibility

of arising, the contracting authority agrees to grant to the contractor that he may allow the further use of the product or change or replace it with a product that is at least equal regarding its functionality. If the contractor assesses that none of these possibilities are reasonably attainable, the contracting authority agrees to return the product to the contractor, based on a written request, and the contractor returns the money and costs to the contracting authority.

XIV. CONTRACTS WITH SUBCONTRACTORS

Article 28

In addition to the contractor, the following subcontractors are also participating in the implementation:
(list all subcontractors, contact information and legal representatives)

An individual subcontractor shall execute a portion of the contract (subject, quantity, value, place and deadline for the completion of works).

The contractor that is performing the public contract with one or more subcontractor must hold, in addition to the contract with the contracting authority or during the performance of the contract, contracts with subcontractors. The subcontractor must submit a copy of the contract he concluded with the main contractor to the contracting authority within five days after the conclusion of the contract.

If the subcontractor requests direct payment:

I, the main contractor, authorize the contracting authority to carry out direct payments to the subcontractor based on a confirmed invoice from the main contractor. The subcontractor shall submit a consensus upon signing the contract, based on which the contracting authority can settle the subcontractor's claim towards the tenderer. The main contractor shall submit an invoice or the subcontractor's situation in his own invoice, which he pre-validated.

If the subcontractor does not request direct payment:

The main contractor shall send his written statement and the written statement of the subcontractor to the contracting authority, stating that the subcontractor received payment for his services as part of the public contract no later than 60 days after the final invoice or situation is paid.

During the execution of the public contract the main contractor must inform the contracting authority of any changes in information and send the information including the corresponding supporting documents of new subcontractors he wants to subsequently include into the execution of the public contract no later than five days after the changes are made.

XV. TRADE SECRETS AND DATA PROTECTION

Article 29

The contractual parties undertake to keep confidential the personal data and trade secrets they receive or learn during the fulfilment of contractual obligations and to permanently protect them, whereby this data may not be used for one's own benefit for commercial reasons and may not be submitted to third parties without the knowledge and consent of the contracting authority. The obligation to protect information applies throughout the entire contractual period as well as thereafter.

The contractor shall inform its personnel that they may come into contact with confidential data that present a trade secret and must handle this data with the utmost care.

In case the provisions on the protection of trade secrets are breached, the contractor is liable in damages to the contracting authority for all direct and indirect damages. Any abuse of the data presents a criminal liability of the violators.

Article 30

The contracting authority, who is the manager of personal data to the contractor, who is the contractual processor with the intent of performing contractual processing in accordance with Article 11 of the Personal Data Protection Act (Official Gazette RS, No. [94/07](#) – official consolidated text, hereinafter ‘ZVOP-1’), hands over personal data that is part of databases which the contractor will encounter during the implementation of the contract subject, defined in Article 2 of this contract.

During implementation of the contractual subject, the contractor will have the possibility of gaining insight into the databases listed in the previous paragraph of this article of this contract. The contractor guarantees that he is registered to perform the activities under this contract.

During the execution of the contractual activities regarding the processing of personal data, the contractor undertakes to treat the personal data he receives in accordance with the provision of ZVOP-1 and most of all that he will not use personal data for any means other than the fulfilment of contractual obligations.

By signing this contract the contractual parties undertake to ensure suitable procedures and measures under Articles 24 and 25 ZVOP-1. The contractor will keep a documented system of procedures and measures he is implementing in order to ensure suitability. The contractor will, upon any changes or a request from the contracting authority, submit this documentation to the contracting authority and enable him an examination of the implementation of these procedures upon prior announcement. The contractor undertakes to protect all personal data he manages in accordance with applicable regulations on the protection of personal data, the provisions of this contract, standard ISO/IEC 27001, the Regulation (EC) No 2016/679 of the European Parliament and of the Council of 27 April 2016 and in accordance with the provisions of the Regulations on the protection of personal and confidential data at the University of Ljubljana.

The contractual parties agree separately that on the part of the contractor only specifically authorized personnel will process the personal data the contractor encounters during the implementation of the contractual subject. The contractor will send an up-to-date list of these persons to the contracting authority upon any changes regarding these persons.

The contractor undertakes that after the contractual obligations are fulfilled or in case a dispute arises between the contractual parties, he will immediately return the personal data to the contracting authority, destroy any copies of this data or, if the legal conditions for this are met, forward it to the public authority responsible for the detection or prosecution of criminal offences, the court or other public authority.

Article 31

The contracting authority has the right to oversee the contractor’s work under this contract at any time during regular working hours upon prior notice. The contracting authority may exercise oversight based on any reasonable grounds related to the contract, including ensuring compliance of the contractor’s actions with regard to the contracting authority’s requests, implementation and compliance with technical and other measures regarding the protection of confidential data, the quality of services provided, adherence to financial regulations in the sense of audit control and compliance with applicable legislation.

Article 32

The contractor is liable for the actions of its personnel in cases of failure to comply with contractual provisions with payment of compensations under the rules of the Code of Obligations.

The contractor will make a written arrangement regarding the obligation to protect trade secrets with the authorized subcontractors, referred to in Article 28 of this contract, who are involved in the project.

Article 33

Documents and other material provided by the contracting authority may be used only for the implementation of the individual contracts they are based on. Third parties may not access these documents. After the works are concluded or the guarantee or maintenance period expires, they are to be returned to the contracting authority, together with copies. The contracting authority is entitled to request an appropriate declaration regarding data integrity.

XVI. VALIDITY OF THE CONTRACT

Article 34

The contract is valid and applies from the day of signing the contract with the successful tenderer under the public contract until 30 June 2020.

The contract may be amended or supplemented with a written annex accepted and signed by both contractual parties. If any of the contractual provisions are or become invalid, this does not affect other contractual provisions. The invalid provision shall be replaced by a valid one that must come as close to the objective the invalid provision was intended to achieve.

Article 35

As a condition for the validity of the conclusion of this contract, the contractor shall submit to the contracting authority a financial performance guarantee in the amount of 5 % of the tender value of the contract with an enforceable bill of exchange or unconditional and irrevocable bank guarantee, enforceable on first demand. The contractual parties agree that the contracting authority may realize the financial performance guarantee in the event the contractor breaches the provisions of this contract.

Each of the contractual parties may terminate this contract after giving the other party a 3 months notice.

The termination of the contract shall be sent to the other contracting party by registered mail. The period of notice of termination is calculated from the service of the notice.

A transfer of the contract to a third party is possible only upon written consent from both contractual parties.

Any contractual party may withdraw from the contract without prior notice due to a breach of contractual obligations on the part of the counterparty if the breach does not cease after a written notice. In this case the contract is terminated only upon serving a declaration of withdrawal.

The contract expires on the day the contracting authority notes that a competent public authority or court identified an infringement of labour, environmental or social legislation with a final decision on the part of the contractor or its subcontractor.

XVII. FINAL PROVISIONS

Article 36

A contract in which somebody in the name or on account of the other contracting party, offers, promises or gives any unauthorized advantage to a representative or delegate of a public body or organisation to acquire a business, to close a business under more favourable conditions, to discontinue to exercise oversight over the execution of contractual obligations or for other acts or omissions with which the public body or organisation suffers damages or may gain undue advantage for the representative, delegate of the public body or organisation, the other contractual party or his representative, agent or delegate, is null and void.

Article 37

The contractual parties undertake to try to solve all disputes arising from this contract mutually through direct talks between authorized representatives of both contractual parties. If an agreement cannot be reached between the parties, it is agreed that the competent court in Ljubljana shall decide on the disputes, arising from this contract.

This contract is drawn up in triplicate, of which the contracting authority shall receive two and the contractor one copy.

Place, date _____

THE CONTRACTOR:

Ljubljana, _____ (date)

**THE CONTRACTING
AUTHORITY:
UNIVERSITY OF LJUBLJANA**

Rector Prof. Dr. Ivan Svetlik

Annex:

- tender documentation for the public contract
- the contractor's tender from _____ (date)

** The tenderer shall initial the model contract on every page, thereby confirming its content.*



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OBR-6

BILL OF EXCHANGE WITH AUTHORIZATION FOR PROPER PERFORMANCE OF CONTRACTUAL WORKS

The undersigned _____ (hereinafter 'principal'),
(name and address of the legal person, first and last name of the legal representative)

based on the agreed upon contractual obligations in the **Contract No. "Lease of a digital platform for managing relations with alumni and alumni clubs at educational institutions until 30 June 2020"**, issues one blank bill of exchange for proper performance of contractual obligations, which the recipient may enforce in case of a breach of contractual obligations. I, the principal, authorize the Rector of the University of Ljubljana to fill out the delivered bill of exchange in accordance with the quoted contractual relationship for the purpose of which the bill of exchange is issued and in accordance with this authorization.

The agent is authorized to enter the following information into the blank bill of exchange:

1. As the place of issue of the bill of exchange, the seat of the creditor shall be entered.
2. As the date of issue of the bill of exchange, the date of the notice of a breach of contractual obligations shall be entered.
3. The amount of the bill of exchange shall be _____ EUR and contains the principal excluding costs and provisions.
4. Deadline for payment shall be: vista.
5. The University of Ljubljana shall be stated as the remittee.
6. The following clauses of the bill of exchange shall be entered:
 - Without objection.
 - Without notice.
 - The issuer of the exchange bill declares that he will not object to the endorsement of the bill of exchange, which means that the clause "not upon order" may not be entered in the bill of exchange.
 - In the clause value of the receipt, the number of the public contract shall be entered, based on which the bill of exchange was issued.
7. The verb "you pay" shall be crossed over and substituted by the verb "we pay".
8. The bill of exchange is domiciled at:

(name of the financial institution and the tenderer's account number)

9. Validity of the mandate to enforce the bill of exchange: until the contractual obligations expire.

I authorize the agent to submit the bill of exchange to be enforced and explicitly permit the financial institution to pay the bill of exchange. I give the payment order or authorization to all financial institutions listed above. In case an additional account is opened which is not listed above, I explicitly permit payment of the bill of exchange and authorize the financial institution, where such an account is opened, to make the payment. The amount of the bill of exchange shall be transferred to the account of the University of Ljubljana.

Place and date
representative

Stamp and signature of the legal

INSTRUCTIONS:

In the bill of exchange form the tenderer's legal representative states as the issuer (drawer) the name of the legal person, his seat, the first and last name of the legal representative, his function, stamps the form and signs it. Next to the signature the identity of the signatory must be given, his first and last name, and an intent to sign with full name must be visible.

Annex: bill of exchange

The investment is co-financed by the Republic of Slovenia and the European Union from the European Social Fund.



OBR-7

FINANCIAL PERFORMANCE GUARANTEE

Header with information on the guarantor (insurance company/bank) or SWIFT key

For: UNIVERSITY OF LJUBLJANA, Kongresni trg 12, 1000 Ljubljana *(enter the beneficiary, i.e. the contracting authority of the public contract)*

Date: *(enter date of issue)*

TYPE OF GUARANTEE: *(enter the type of guarantee: suretyship/ bank guarantee)*

NUMBER: *(the guarantee number is entered)*

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

THE CONTRACTING AUTHORITY: *(enter the name and address of the contracting authority of the guarantee, i.e. the successful tenderer of the public procurement process)*

BENEFICIARY: *(enter the contracting authority)*

CORE BUSINESS: obligation of guarantor under the contract No. of *(enter the date and number of the public procurement contract made on the basis of the public procurement process with the reference XXXXXX)* for *(enter the subject of the public contract)*

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

DOCUMENTS THAT HAVE TO BE ENCLOSED TO THE REQUEST FOR PAYMENT AND ARE EXPLICITLY REQUIRED IN THE TEXT BELOW:
(none/ state the document)

LANGUAGE IN THE REQUIRED DOCUMENTS: Slovenian

TYPE OF SUBMISSION: in paper form by registered mail or any type of express mail or in electronic form using the SWIFT system in the address *(state the SWIFT address of the guarantor)*

PLACE OF SUBMISSION: *(the guarantor enters the address of the branch where the paper documents are to be submitted or the electronic address for submissions in electronic form, such as the guarantor's SWIFT address)*

Notwithstanding the foregoing, the paper documents can be submitted in any branch of the guarantor in the Republic of Slovenia.

DATE OF VALIDITY: DD. MM. YYYY *(enter the date of the guarantee's maturity - 30 days after the contractual obligations expire)*

PARTY, LIABLE FOR THE COSTS: *(enter the name and address of the guarantor, i.e. the successful tenderer of the public procurement process)*

As the guarantor we irrevocably undertake with this guarantee to pay the beneficiary any amount up to the guarantee amount when the beneficiary submits the appropriate request for payment in the above stated submission form, signed by the authorized signatory(-ies), together with other required documents if they are listed above, and in any case together with the beneficiary's declaration, which is either included in the text of the request for payment itself or in a separate signed document, enclosed to the request for payment or referring to it, and in which it is stated, in what sense the guarantor did not meet his obligations under the core business.

We must receive any request for payment under this guarantee on the day it enters into force or before to the above stated place of submission.

Any disputes regarding this guarantee are to be solved by the competent court in Ljubljana under Slovenian law.

Uniform rules for demand guarantees apply for this guarantee, amended 2010, issued by the MTZ under No. 758.

guarantor
(stamp and signature)

The investment is co-financed by the Republic of Slovenia and the European Union from the European Social Fund.