**The Contracting Entity:**

**JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o.**

Verovškova ulica 62

1000 Ljubljana

**Acting under powers delegated, this public procurement conducts:**

**JAVNI HOLDING Ljubljana, d.o.o.**

Verovškova ulica 70

1000 Ljubljana

Number: **JPE-VOD-231/24**

Subject:JHL-216-071/2024

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| **PROCUREMENT DOCUMENTATION IN THE FIELD OF INFRASTRUCTURE, A LOW-VALUE CONTRACT PROCEDURE** |

**Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO**

Ljubljana, 31 July 2024

# INVITATION TO TENDER

JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, 1000 Ljubljana, acting under powers delegated by the Contracting Entity

**hereby invites**

all interested tenderers to submit their tenders in accordance with the requirements of the procurement documentation for the:

**“Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO”**

The procurement documentation (hereinafter also: “tender documentation”) accurately specifies the subject of the public procurement as well as the conditions and criteria for selecting the most advantageous tenderer who will be awarded the contract.

Any amendments, supplements and clarifications of the tender documentation and answers to the questions of economic operators are integral parts of the tender documentation.

Sincerely,

JAVNI HOLDING Ljubljana, d.o.o.

Public Procurement Sector

1. **GENERAL PROVISIONS** 
   1. **Subject of the public contract**

The subject of the public contract is the **preparation of the conceptual design of the plant for waste-to-energy utilization and sewage sludge incineration in Ljubljana, at Locations TE-TOL and RCERO**. For the waste-to-energy project in Ljubljana, the conceptual design which has already been prepared for the TE-TOL location needs to be supplemented with solutions for the RCERO Ljubljana location and solutions need to be envisaged for the incineration of sludge from the waste water treatment plants.

The subject of contract is detailed in the Terms of Reference – Waste-to-Energy Utilization in Ljubljana, July 2024 (hereinafter: Terms of Reference), which is attached hereto and an integral part of this tender documentation.

* 1. **Information about the Contracting Entity**

The Contracting Entity is JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o., Verovškova ulica 62, 1000 Ljubljana which, on the basis of the power of attorney, has transferred the management of the contract awarding procedure to JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, 1000 Ljubljana.

* 1. **Legal basis and definition of the procedure**

The public procurement shall be implemented in accordance with the provisions of:

* the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15 with amendments; hereinafter: ZJN-3,
* the Act on Legal Protection in Public Procurement Procedures (Official Gazette of the Republic of Slovenia, No. 43/11 and subsequent; hereinafter: “ZPVPJN”),
* other regulations that are based on the above-mentioned laws and applicable legislation pertaining to the subject of the public contract.

The Contracting Entity is conducting a low-value contract procedure in accordance with Article 47 of the ZJN-3. The Contracting Entity shall notify the tenderers of all decisions made in accordance with Article 90 of the ZJN-3 by publishing the decision on the public procurement portal.

Pursuant to the second paragraph of Article 47 of the ZJN-3, negotiations are included into the contract award procedure.

After reviewing the duly received tenders, the Contracting Entity will **invite to negotiations and the submission of the final tender the tenderer who meets all requirements and conditions from the tender documentation, except in the part referring to the tender price or the Contracting Entity’s budget via the e-JN information system.** The first tender will be the starting tender for negotiations. The aim of negotiations is to lower the tender price for the performance of the relevant contract; therefore, the subject of negotiations is solely the tender price and no other aspects of contract performance. In negotiations, the tenderer may merely lower its tender price submitted under the low-value contract procedure. If the tenderer does not respond to the invitation to negotiations or does not attend the negotiations, the Contracting Entity will consider the tender price as presented in the initial tender as the tenderer’s final tender price.

The tenderer can offer discount on the first tender price offered in the relevant contract awarding procedure. After negotiations, the tenderer may no longer change its tender price.

In the invitation to negotiations, the Contracting Entity will specify the negotiations procedure or the rules underlying the negotiations, the number of negotiation rounds, the deadline for the submission of the final tender and all other information needed for the preparation of the (final) tender and the implementation of negotiations.

* 1. **Language and currency unit**

The public procurement procedure is carried in the Slovenian language. The tender documentation and attachments are drawn up in Slovenian and English. In case of uncertainty (inconsistencies) between the two language versions of the tender documentation (and attachments thereto), the Slovenian language is to be used for their linguistic interpretation.

The tenderers may submit their tenders in Slovenian or English.

The Contracting Entity reserves the right to request the tenderer to have individual tender documents translated into Slovenian at the tenderer's cost, insofar as necessary to review and/or evaluate the tender. The Contracting Entity will notify the tenderer about the needed translation and set a deadline for the submission of the translation. If the tenderer fails to submit the translation by the set deadline, the tender will be excluded from further evaluation.

The Contracting Entity reserves the right to decide at its own discretion whether the tenderer should submit a certified translation prepared by a court-sworn interpreter for the Slovenian language or an ordinary (uncertified) translation. The cost of the translation is to be covered by the tenderer.

Financial information is to be stated in euro (EUR) rounded to two (2) decimal places.

* 1. **Additional clarifications to tenderers**

The interested tenderers may request additional explanations or ask questions about the tender documentation only via the Slovenian Public Procurement Portal **no later than by 10:00 a.m. on 12. 8. 2024**. Answers and/or explanations will be published on the Public Procurement Portal no later than four (4) calendar days before the tender submission deadline, provided that the request is submitted in due time. The Contracting Entity has no obligation to respond to any requests for explanations or questions submitted in any other way.

* 1. **Variant bids and option bids**

The Contracting Entity does not allow submitting variant bids or option bids. The Contracting Entity will reject such tenders as inadmissible.

* 1. **Examination and evaluation of tenders**

Before awarding the contract, the Contracting Entity shall verify the existence and content of the data or other information indicated in the tender of the tenderer to which they have decided to award the contract. The Contracting Entity shall examine and evaluate the tenders and award the contract in a way such as defined in the provisions of Article 89 of the ZJN-3.

* 1. **Legal protection**

The Tenderers are entitled to legal protection pursuant to the provisions of the Legal Protection in the Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia, no. 43/11, 60/11-ZTP-D, 63/13, 90/14-ZDU-1, 60/17 and 72/19; hereinafter: “ZPVPJN”).

Pursuant to the ZPVPJN, a petition for review may be submitted at any stage of the contract awarding procedure and in response to any action by the Contracting Entity, except if determined otherwise by the law regulating the award of public contracts or the ZPVPJN.

If the request for review concerns the contents of the announcement, invitation to tender or the Public Tender Documentation, the applicant shall upon submitting the request pay a fee of EUR 2,000.00 to the bank account number SI56 0110 0100 0358 802, ref. no. 11 16110-7111290-XXXXXXLL (the first six digits are the sequential number of the announcement on the Slovenian Public Procurement Portal entered by the Tenderer itself, and the last two digits designate the year in question).

The request for review must be compiled by observing the provisions of Article 15 of the ZPVPJN and must be submitted via the eRevizija portal. The applicant shall enclose a fee payment receipt with the review request. The review request shall be submitted within the period determined in Article 25 of the ZPVPJN.

* 1. **Confidentiality of data**

The Contracting Entity shall ensure public nature and confidentiality of data in compliance with Article 35 of the ZJN-3 by complying the provisions of the act regulating the protection of personal information, confidential data or companies.

The data justifiably marked by the tenderer as confidential or as a trade secret in accordance with the act governing companies shall only be used for the purposes of the public tender and shall not be made available to anyone outside of the group of people participating in the procurement process. These data shall not be made publicly available either during the process of opening of tenders or in any later stage of the procurement procedure or following the procurement procedure.

The Contracting Entity shall be fully responsible for protecting the confidentiality of any data so obtained. The Contracting Entity shall enable access in accordance with Article 35 of the ZJN-3. The tenderer shall submit a written request for access to the Contracting Entity in due time to the following address: JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, 1000 Ljubljana or via email to: sjn@jhl.si or to the email address of the contact person indicated in the Tender Notice (Section I: Public Contracting Entity), published on the Public Procurement Portal.

* 1. **Liability for faults**

The selected Tenderer with whom the Contracting Entity will enter into the framework agreement, will be obliged to warrant for the elimination of all types of defects on the subject of the public contract pursuant to the provisions of the Code of Obligations.

1. **TENDER TERMS AND OTHER REQUIREMENTS**
   1. **Integrity of tender**

The tenderer shall submit the tender for the entire subject of the public contract, whereby the tender shall meet the technical and other requirements referred to in the relevant tender documentation of the Contracting Entity.

If the subject of the tender does not comply with all requirements and conditions of the tender documentation no. JPE-VOD-231/24, the Contracting Entity shall exclude such tender from further contract awarding procedure.

* 1. **Independent tender**

The tenderer may submit an independent tender. The tenderer shall enclose attachments to the tender in accordance with this tender documentation.

* 1. **Joint tender**

The tender may be submitted by a group of economic operators (tenderers) who must submit a legal document on the joint performance of the contract (Form 1 to Attachment 1), which must include the following information:

* which of the partners from the group of tenderers is authorised for communication with the Contracting Entity until contract conclusion,
* the leading partner and authorisation to the leading partner,
* the tasks and responsibilities of individual partners from the group of tenderers in relation to the execution of the subject of the public contract (field of work), indicating the value and shares of works of each of the partners,
* contract signatories (definition whether all signatories are members of the group of tenderers or an authorised member of the group of tenderers),
* the mutual responsibility of each partner from the group of tenderers for the execution of the contract,
* an unlimited joint and several responsibility of each partner from the group of tenderers to the Contracting Entity regarding all contractual obligations (in the case of non-fulfilment of the contractual obligations of an individual partner from the group of tenderers),
* the main provider of the contractual obligations with whom the Contracting Entity will communicate,
* the operators of financial accounts and transactions, indicating the transaction account number via which payments will be made for the executed obligations,
* provisions in the case a partner exits and under what conditions an individual partner may exit,
* the operator for financial performance bonds,
* the operator for financial warranty bonds,
* the obligation of a group of tenderers to keep the Contracting Entity informed about all changes of the legal document on the joint implementation of the contract.

In case of a joint tender, the contract is to be signed by all partners on the joint tender, if not otherwise determined in the legal document. Each member of the group of providers in the context of the joint tender holds unlimited joint and several responsibility towards the Contracting Entity.

In the case of a joint tender, the main (leading) tenderer shall attach to the joint tender, section “PARTICIPANTS”, part “DECLARATION – other participants” a completed and signed Attachment 3/1 in the .pdf format, and section “DOCUMENTS”, part “Other attachments” in the .pdf format:

* a completed, signed and stamped Attachment 1 INFORMATION ABOUT THE TENDERER;
* a completed, signed and stamped Form 1 to Attachment 1 LEGAL DOCUMENT ON THE JOINT IMPLEMENTATION OF THE CONTRACT;
* a completed, signed and stamped Attachment 3/1 DECLARATION ON QUALITATIVE SELECTION OF TENDERER/PARTNER,
* a completed, signed and stamped Attachment 3/3 DECLARATION BY NATURAL PERSON,
* a completed, signed and stamped Attachment 3/4 DECLARATION ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE ECONOMIC OPERATOR'S OWNERSHIP;
* other evidence, if/as arises from individual points in the continuation of this tender documentation.

Attachment 3/1 is to be completed separately for each of the participating operators in the tender.

* 1. **Tender with subcontractors**

The tenderer may subcontract a part of the contract. Where the tenderer intends to perform the subject of contract by using subcontractors, it shall submit to and provide in its tender the following:

* submit the completed attachments to the tender documentation which refer to subcontractors,
* indicate all subcontractors and each part of the contract which it intends to subcontract,
* indicate contact details and legal representatives of the proposed subcontractors,
* submit Attachment 3/2 DECLARATION ON QUALITATIVE SELECTION OF SUBCONTRACTOR/OTHER OPERATOR,
* submit a completed, signed and stamped Attachment 3/3 DECLARATION BY NATURAL PERSON,
* submit a completed, signed and stamped Attachment 3/4 DECLARATION ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE ECONOMIC OPERATOR'S OWNERSHIP,
* submit a completed, signed and stamped Attachment 4/1 LIST OF SUBCONTRACTORS AND REQUEST FOR DIRECT PAYMENT,
* submit a completed, signed and stamped Form 1 to Attachment 4/1 TENDERER'S AUTHORISATION (in the case of a request for direct payments from an individual subcontractor for the Contracting Entity executing payments directly to the subcontractor based on the confirmed invoice/interim payment certificate of the main contractor/the tenderer),
* submit a completed, signed and stamped Form 2 to Attachment 4/1 CONSENT BY SUBCONTRACTORS (in the case of a request for direct payments from an individual subcontractor based on which the Contracting Entity settles the subcontractor’s receivable due from the tenderer instead of the tenderer),
* submit the concluded AGREEMENT ON MUTUAL COOPERATION (between the tenderer and individual subcontractors) (Form 3 to Attachment 4/1).

Based on the conducted negotiations and the submitted final tender, the tenderer may change the reference value of works in EUR, excl. VAT, for the subcontracted works, which will comply with the final tender. The subcontracted share (%) of the public contract shall not be subject to change.

Attachments are to be completed separately for each of the participating subcontractors in the tender. If the tenderer subcontracts part of the contract, it shall mark in Attachment 4/1 which of the Contracting Entities the nominated subcontractor will conduct the work for, and accordingly complete the rest of the Attachment.

The Contracting Entity will reject each subcontractor, if grounds for exclusion referred to in point 4.1 of the tender documentation exist for them. The tenderer shall present the same proof of the fulfilment of the conditions referred to in the previous sentence for each subcontractor as for the tenderer, except in the case of the conditions where proof which the subcontractor is obliged to submit is already envisaged.

The successful tenderer shall be fully liable to the Contracting Entity for the performance of the received contract, regardless of the number of subcontractors.

The tenderer who performs the public contract with one or more subcontractors shall fully comply with the obligations referred to in Article 94 of the ZJN-3 and the requirements from the tender documentation, and submit completed, signed and stamped required forms from the tender documentation for all indicated subcontractors.

Where, and only where, a subcontractor requests direct payment in accordance with and in the manner set out in the second and third paragraphs of Article 94 of the ZJN-3, direct payment to such subcontractor shall be binding on the Contracting Entity and the main contractor in accordance with the ZJN-3.

Where direct payment to a subcontractor is not mandatory in accordance with Article 94 of the ZJN-3, the selected tenderer shall submit, no later than 60 days from the payment of the final invoice or interim certificate, its written declaration and the subcontractor’s written declaration that the subcontractor has received payment for the works performed or the services or products supplied that are directly linked to the subject of the public contract.

The main contractor shall enclose to its invoice or interim certificate the subcontractor’s invoice or interim certificate which it previously confirmed.

Where the main contractor fails to act in accordance with Article 94 of the ZJN-3, the Contracting Entity shall file a motion to the National Review Commission to initiate a minor offence procedure referred to in point 2 of paragraph 1 of Article 112 of the ZJN-3, such as set out in the seventh paragraph of Article 94 of the ZJN-3.

*If the tenderer does not submit the tender with any subcontractor, it does not need to complete/enclose the attachments referring to the subcontractors.*

* 1. **Reliance on the capacities of other operators**

The tenderer may rely on the capacities of other operators for the performance of the public contract, such as determined by Article 81 of the ZJN-3, whereby no reasons for exclusion from cooperation in the contract referred to in point 3.1 of the tender documentation shall apply to the entities whose capacities the tenderer will rely on.

If the tenderer wishes to rely on the capacities of other operators, it shall prove in the tender that it will have all the necessary resources at disposal, for instance by providing relevant guarantees from such operators. In such case, the Contracting Entity shall act in accordance with the second paragraph of Article 81 of the ZJN-3.

Reliance on the capacities of other operators means that the other operator is not directly involved in the implementation of the contract, but for example only lends certain equipment, technical means, mechanisation, etc. to the tenderer. If the other operator uses the capacities it has and which the tenderer refers to, to directly and independently conduct part of the contract, it is an operator that meets the definition of a **subcontractor**, hence the tenderer should nominate them as a subcontractor or subcontractors **and not** as an operator or operators whose capacities the tenderer relies on in the tender.

If an economic operator relies on the capacities of other operators for the execution of the public contract (who are not partner/s in the case of a joint tender or subcontractor/s), it shall enclose the following completed and signed attachments for each of the operators whose capacities it relies on:

* a completed, signed and stamped Attachment 3/2 DECLARATION ON QUALITATIVE SELECTION OF SUBCONTRACTOR/OTHER OPERATOR,
* a completed, signed and stamped Attachment 3/3 DECLARATION BY NATURAL PERSON,
* a completed, signed and stamped Attachment 3/4 DECLARATION ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE ECONOMIC OPERATOR'S OWNERSHIP,
* a completed, signed and stamped Attachment 4/2 PARTICIPATION OF AN ENTITY WHOSE CAPACITIES ARE RELIED ON,
* proof that the tenderer will have the budget available, for example by submitting assurance of these operators for such purpose.

Attachments shall be completed separately in the tender for each of the participating operators. If the tenderer relies on the capacity of other operators for part of the contract, it shall mark in Attachment 4/2 which of the Contracting Entities the tenderer shall rely on the capacity of other operators for, and accordingly complete the remaining part of the Attachment.

The tenderer to whom the contract will be awarded shall be fully liable to the Contracting Entity for the implementation of the contract, regardless of the number of operators whose capacities the tenderer will rely on in the tender and/or the performance of the contract.

*If the tenderer does not rely on the capacities of other operators in the performance of the contract, it does not need to comply with the provisions and/or complete/enclose the attachments which refer to the entities whose capacity the tenderer relies on in the tender.*

* 1. **Tender value**

The tenderer shall prepare the value part of the tender based on the tender, by taking into account all conditions (technical and general) and the stated fixed costs which must be included in the tender price. The prices (per unit) must include all material and non-material costs which will be necessary for a good-quality and timely performance of the subject of public contract, including labour costs, travel expenses, accommodation costs, costs of materials, equipment, accessories and workforce, costs of tender documentation preparation, costs of written report preparation, costs of consultancy, costs for all other works and tasks defined in the contract as obligations of the contractor, as well as all other costs which will be incurred by the contractor while fulfilling the other contractual obligations. The Contracting Entity will not allow the contractor to charge anything else.

**In the case of discrepancies between the data indicated in section “Total contract value”, the data in Attachment “PRO FORMA INVOICE SUMMARY” – uploaded to the section “Total tender price”, part “Pro forma invoice” and Attachment 2 “Tender” – uploaded to section “Documents”, part “Other attachments”, the data in the document submitted in section “Documents”, part “Other attachments” shall be considered as valid.**

* 1. **Tender validity**

The tender must be valid and binding at least until 30 November 2024.

* 1. **Billing method and payment terms**

The billing method and payment terms are detailed in the draft contract (Attachment 8).

* 1. **Other requirements and conditions of the Contracting Entity and draft contracts**
     1. Contract

The contract with the successful tenderer will be signed by the legal representative of the Contracting Entity.

Before signing, the content of the contract will be adjusted only based on whether the selected tenderer will submit a joint tender, apply subcontracting, and similar.

The contract is concluded and signed in Slovenian and English. In case of uncertainty (inconsistencies) between the two language versions of the contract, the Slovenian language is to be used for its linguistic interpretation. In case of annexes to the contract, their linguistic interpretation is subject to the language in which the annex is made. If the Contracting Entity requests a translation of a document in the tender that is to be prepared by a court-sworn interpreter for the Slovenian language, the Slovenian language is to be used for its interpretation in case of uncertainty (inconsistencies) between the two language versions of the document.

The tenderer will be invited in writing to sign the contracts. If the tenderer fails to enter into a contract with the Contracting Entity, the Contracting Entity will propose that the National Review Commission commence a minor offence procedure referred to in point 4 of paragraph 1 of Article 112 of the ZJN-3.

A draft contract is an integral part of the tender documentation as Attachment (Attachment 8). By signing Attachment 3/1, the tenderer confirms to agree with the content of the draft contract and to sign it on the Contracting Entity’s call if it is selected as the most economically advantageous tenderer. The tenderer does not need to enclose the draft contract with the tender.

The other general and technical requirements of the Contracting Entity are detailed in the draft contract and are an integral part of the tender documentation in the form of an Attachment.

* + 1. Record of business entities from Article 35 of the ZIntPK

The economic operator must not be included on the list of business entities with whom Contracting Entities are prohibited to cooperate based on Article 35 of the ZIntPK.

* + 1. Statement on participation of natural and legal persons in the ownership of the economic operator

In accordance with the sixth paragraph of Article 14 of the ZIntPK, the successful tenderer shall on the Contracting Entity’s call, submit a declaration or information on the participation of natural and legal persons in the ownership of the tenderer, as well as of economic operators which are considered to be affiliated companies with the tenderer, pursuant to the provisions of the act governing companies (Attachment 3/4), prior to the conclusion of the contract. In the event that the tenderer submits a false declaration or provides false information on the facts stated, the contract shall be rendered null and void. The declaration will also need to be provided by the other economic operators who cooperate in the tender with the tenderer.

The tenderer may submit the completed and signed Attachment 3/4 already while submitting the tender. If the tenderer does not enclose Attachment 3/4 with the tender, the Contracting Entity will call upon the tenderer to submit the completed relevant Attachment prior to concluding the contracts.

1. **TECHNICAL SPECIFICATIONS AND OTHER REQUIREMENTS**
   1. **Technical specification**

When preparing the tender, the tenderer is required to fully observe the technical specifications or the Contracting Entity's requirements such as detailed in the Terms of Reference. If the subject of the tender fails to comply with all descriptions, requirements, conditions, indications and quality as laid down in the tender documentation, the Contracting Entity will exclude such tender from further evaluation.

The already prepared preliminary study “Preliminary study of waste-to-energy utilization in Ljubljana” prepared for the TE-TOL location is an integral part of this tender documentation.

The interested tenderers can access the preliminary study during their visit to the anticipated locations of the TEO Ljubljana, which is **not mandatory** for the Contracting Entity.

After signing the contract with the successful tenderer, the “Preliminary study of waste-to-energy utilization in Ljubljana” will be made available for use for the purpose of preparing the project documentation.

**SUPPORTING DOCUMENTS:**

The tenderer proves the fulfilment of the conditions in Chapter 3 by signing and submitting the following attachments:

* Attachment 3/1 DECLARATION ON QUALITATIVE SELECTION OF TENDERER/PARTNER
* Attachment 3/2 DECLARATION ON QUALITATIVE SELECTION OF SUBCONTRACTOR/OTHER OPERATOR,
* and other evidence, if/such as arising from individual points hereunder.
  1. **Other tender conditions and requirements**
     1. Implementation deadline

The implementation deadlines or timetable of the preliminary design preparation are defined in the Terms of Reference.

1. **QUALITATIVE SELECTION**

For qualitative selection, the economic operator is required to meet the conditions and requirements pursuant to the provisions of the ZJN-3 and the provisions of the tender documentation.

If an economic operator cooperates in a joint tender, each tenderer from the group of tenderers shall meet the conditions required for qualitative selection where so determined in the tender documentation.

In the case of a tender with subcontractors and/or operators whose capacities the economic operator relies on, the qualitative selection conditions, where so determined in the tender documentation, shall also be fulfilled by each of the subcontractors indicated in the tender by the economic operator, and each operator whose capacities the tenderer relies on.

The forms of the declarations which the tenderer is required to submit in the tender are a part of the documentation. The declarations may be submitted on these forms or on the tenderer’s forms which, however, are not allowed to deviate substantially from the enclosed forms. The tenderer’s declarations must be made in writing and signed by the tenderer. If the tenderer uses a stamp, the forms are also to be stamped. The Contracting Entity reserves the right to verify the veracity of the declarations or certificates with the signatory thereof.

In accordance with the third paragraph of Article 47 of the ZJN-3, the Contracting Entity shall not be obliged to verify the existence and content of declarations provided in the tender unless it doubts the veracity of the tenderer’s declarations. In such case, the Contracting Entity will examine the tenderer’s tender in accordance with the provisions of the ZJN-3, and shall be entitled to request proof or consents from the tenderer which will attest to the existence and veracity of the content of the tenderer’s declarations.

The Contracting Entity reserves the right to request, during the review of the tenders and until the signing of the contract/framework agreement, that the tenderer submits proof or part of proof relating to the indications in the declarations which prove the fulfilment of the required conditions, potentially needed authorisations for verifying the required conditions or data, data about addresses where it is possible to check the fulfilment of the conditions, and everything necessary to review and verify the tenders.

By signing Attachment 3/1 or 3/2, the economic operator agrees that with regard to the award of the relevant contract, the Contracting Entity may obtain data for tender verification in accordance with Article 89 of the ZJN-3 in a uniform information system – eDosje referred to in the ninth paragraph of Article 77 of the ZJN-3.

The tenderers and individual members of a group of tenderers in the context of the joint tender, subcontractors and operators whose capacities the tenderer relies on, **who are not seated in the Republic of Slovenia**, shall prove the individual capacity in accordance with the Contracting Entity’s requirements from the tender documentation, which shall apply to all tenderers, and enclose with the tender all certificates/proof issued by the competent authority who issues such certificates/proof, which prove that there are no grounds for exclusion of the economic operator and that the economic operator meets the conditions for cooperation, if the Contracting Entity is unable to obtain such certificate from the relevant register.

* 1. **Grounds for exclusion**

The tenderer must comply with this condition. In the case of a joint tender, each partner must also comply with this condition. In the case of a tender with subcontractors, the condition must be met by each of the nominated subcontractors. If the tenderer relies on the capacities of other operators with regard to the conditions related to the economic and financial situation and the technical and professional capacity in accordance with Article 81 of the ZJN-3, the operators whose capacities are relied on by the tenderer shall also comply with the below-mentioned conditions.

The Contracting Entity shall at any time during the procurement procedure exclude an economic operator from participation in the procedure if it turns out that such economic operator is in any of the situations from the first, second or fourth paragraph of Article 75 of the ZJN-3 prior or during the public procurement procedure with regard to the committed or uncommitted activities.

A: Reasons related with criminal convictions (paragraph 1 of Article 75 of the ZJN-3)

The Contracting Entity shall exclude an economic operator from participation in the procurement procedure where it has established, by verifying in accordance with Articles 77, 79 and 80 of the ZJN-3, or is otherwise aware, that that economic operator or a person who is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control therein has been the subject of a conviction by a final judgment containing elements of the following criminal offences defined in the Criminal Code (the Official Gazette of the Republic of Slovenia, no. 50/12 – official consolidated text, 6/16 - corr., 54/15, 38/16, 27/17, 23/20, 91/20, 95/21, 186/21, 105/22 - ZZNŠPP and 16/23; hereinafter: “KZ-1”) or comparable criminal offences decided by foreign courts.

The persons who are members of the administrative, management or supervisory body of the tenderer, partner in the case of a joint tender, subcontractor and operator whose capacities the tenderer relies on, or who have authorisations to represent it or make decisions or exert supervision in it, shall complete and sign Attachment 3/3.

B: Reasons related with the payment of taxes or social security contributions (paragraph 2 of Article 75 of the ZJN-3)

The Contracting Entity shall exclude an economic operator from participation in a procurement procedure where they have established, by verifying in accordance with Articles 77, 79 and 80 of the ZJN-3, that the economic operator has not complied with its obligations relating to the payment of compulsory charges or other pecuniary non-tax liabilities under the law governing financial administration, collected by the tax authority in accordance with the regulations of the country of the Contracting Entity. An economic operator shall also be considered not to comply with its obligations as referred to in the preceding sentence if, by the date of the submission of the tender or request, it has not submitted all the withholding tax returns for income from the employment relationship for the period of five years preceding the date of the tender or application. The economic operator shall not be excluded, if by the application or tender submission deadline, the economic operator has settled the unpaid overdue liabilities amounting to EUR 50 or more, and submitted all withholding tax accounts for the income from the employment relationship for the period of five years preceding the tender or application submission deadline.

D: National grounds for exclusion (paragraph 4 of Article 75 of the ZJN-3)

The Contracting Entity shall exclude an economic operator from the public procedure in any of the following situations:

a) if the economic operator is excluded from contract award procedures on the date of the expiry of the time limit for the submission of tenders or requests due to its inclusion in the register of economic operators with negative references,

b) if, in the three years preceding the expiry of the time limit for the submission of tenders, the economic operator was fined twice, by way of a final decision of the competent authority of the Republic of Slovenia or another Member State or a third country, for a minor offence relating to remuneration for work, working hours, rest, work performance based on civil contracts despite the existence of employment relationship elements or in relation to undeclared employment.

E. Prohibition on awarding or continuing the execution of any public or concession contract falling within the scope of Directives with persons referred to in Article 1h of “Council decision (CFSP) 2022/578 of 8 April 2022 amending Decision 2014/512/CFSP concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine” (hereinafter: “Council decision (CFSP) 2022/578 of 8 April 2022)

Pursuant to paragraph one of Article 1h of Council decision (CFSP) 2022/578 of 8 April 2022, the Contracting Entity will at any time exclude the economic operator from the public contract procedure, if it proves that before or during the public contract procedure, such entity is in the position as follows:

* a Russian national, or a natural or legal person, entity or body established in Russia,
* a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50% by an entity referred to in the previous bullet, or
* a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in the previous two bullets. The same applies to subcontractors, suppliers/producers or entities whose capacities are being relied on, within the meaning of Directives 2014/23/EU, 2014/24/EU, 2014/25/EU and 2009/81/EC, where they account for more than 10% of the contract value.
* **CORRECTIVE MECHANISMS:**

**Paragraph 2 of Article 75 of the ZJN-3:**

An economic operator **shall not be excluded**, if the economic operator has settled the unpaid overdue liabilities of EUR 50 or more **by the tender submission deadline** and submitted all withholding tax accounts for the income from the employment relationship for the period of five years preceding the tender or application submission deadline.

**Paragraph 1 and point b) of paragraph 4 of Article 75 of the ZJN-3:**

An economic operator who is in any of the situations referred to in paragraph 1 or point b) of paragraph 4 of Article 75 of the ZJN-3, may submit evidence to the Contracting Entity of having taken sufficient measures to demonstrate its reliability despite the existence of the grounds for exclusion **by the tender submission deadline**.

An economic operator who was excluded from contract award procedures based on a final judgment or a minor offence decision with effect in the Republic of Slovenia, shall not be entitled to use the option from the previous paragraph during the time of exclusion.

The measures taken shall be deemed to be sufficient where the economic operator has paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct, by actively cooperating with the investigating authorities, and taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct. The Contracting Entity shall evaluate the measures taken by the economic operator, taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the contracting authority considers the evidence provided by the economic operator to be sufficient, it shall not, notwithstanding paragraph 1 and point b) of paragraph 4 of Article 75 of the ZJN-3, exclude the economic operator from the procurement procedure.

Where the economic operator enforces a corrective mechanism in one of the situations referred to in paragraph 1 and point b) of paragraph 4 of Article 75 of the ZJN-3, it shall cross out the text in this part of the Attachments and enclose its own document to Attachments 3/1 and 3/2, indicating the breaches and corrective measures **or** supply own declaration indicating the breaches and corrective measures and enclose evidence of having taken suitable measures to prove its reliability despite the grounds for exclusion.

**SUPPORTING DOCUMENTS for points A, B, D and E:**

Economic operator proves the fulfilment of these conditions by signing and submitting the following attachments:

* Attachment 3/1 DECLARATION ON QUALITATIVE SELECTION OF TENDERER/PARTNER,
* Attachment 3/2 DECLARATION ON QUALITATIVE SELECTION OF SUBCONTRACTOR/OTHER OPERATOR,
* Attachment 3/3 DECLARATION BY NATURAL PERSON.

The Contracting Entity may request the certificates, declarations and other means of proof referred to in Article 77 of the ZJN-3 as evidence for the absence of grounds for exclusion referred to in Article 75 of the ZJN-3.

The Contracting Entity may verify the data kept in the official records and for which the tenderer has not provided evidence in the official records using a single information system kept by the ministry in charge of public procurements.

If a member state or a third country of an economic operator who is not established in the Republic of Slovenia, does not issue the documents and proof from the third paragraph of Article 77 of the ZJN-3 or if these do not include all cases from the first and second paragraph and point b) of the fourth paragraph of Article 75 of the ZJN-3, they can be replaced by a sworn declaration or, if it is not anticipated in the member state or a third country, with a declaration of a specific person before the competent judicial or administrative authority, a notary public or before the competent professional or trade organisation on the parent company of such person or in a country where the economic operator is established.

* 1. **Conditions for participation** 
     1. Suitability to pursue the professional activity

The economic operator must be entered in one of the professional or business registers kept in the Member State of its registered office. A list of professional or business registers in EU Member States is laid down in Annex XI to Directive 2014/24/EU.

If economic operators are required to possess a certain licence or be members of a certain organisation in order to pursue a certain activity in their parent country, the Contracting Entity may request in the public procurement procedure that they submit proof of such a licence or membership.

**The abovementioned conditions also apply to individual members of a group of tenderers in the context of a joint tender, to all subcontractors indicated in the tender and all other operators whose capacities are relied on by the economic operator (tenderer or group of tenderers).**

**SUPPORTING DOCUMENTS:**

Economic operator proves the fulfilment of these conditions by signing and submitting the following attachments:

* Attachment 3/1 DECLARATION ON QUALITATIVE SELECTION OF TENDERER/PARTNER,
* Attachment 3/2 DECLARATION ON QUALITATIVE SELECTION OF SUBCONTRACTOR/OTHER OPERATOR,
* adequate evidence proving the fulfilment of the requirement from the second paragraph of this point, if such permission or membership is necessary.
  + 1. Economic and financial standing

The economic operator's operations must be stable. It must be economically and financially capable of executing the subject of the public contract.

On the date set for the submission of tenders, the economic operator’s business account with any bank must not be blocked.

In the six (6) months prior to the submission of the contract, the economic operator cannot have any past-due outstanding obligations.

**In the case of a joint tender, each of the partners in the joint tender must fulfil the indicated conditions.**

**SUPPORTING DOCUMENTS:**

Economic operator proves the fulfilment of these conditions by signing and submitting the following attachments:

* Attachment 5 ECONOMIC AND FINANCIAL STANDING.
  + 1. Technical and professional capacity

*The* ***technical and professional conditions*** *or* ***capacity/capacities*** *referred below can be fulfilled by the tenderer independently, as a group of tenderers (partners) in the case of a joint tender or with subcontractors (based on the activities which are the subject of public contract and will be implemented by an individual operator in the context of the tender), but such operator (with which the conditions or capacities are demonstrated) will need to perform the relevant public contract works.*

*The Contracting Entity is entitled to make an inquiry about the indicated references, hence it reserves the right that the tenderer, on the Contracting Entity’s call, submits additional proof on the successful performance of the indicated reference works within the required deadline. If the indicated references do not prove the real situation, the Contracting Entity will not take them into consideration.*

*The reference works (references) can be confirmed solely by the final Contracting Entity/investor/payer of the reference work.*

* + - 1. Technical capacity – tenderer

The tenderer shall dispose of all technical means and equipment and ensure adequate technical capacities for a good-quality execution of the entire contract by the determined deadline, in accordance with the requirements from the tender documentation, rules of profession and provisions of regulations and standards in the field of the subject of the contract.

The subject of the contract shall meet all standards, conditions, technical specifications and other requirements of the Contracting Entity which are indicated in the tender documentation, and be executed in accordance with the rules of profession and the provisions of regulations and standards in the field of the subject of the contract, as well as in accordance with all requirements and conditions of the Contracting Entity referred to in the tender documentation.

The tenderer shall have adequate experience in the field of designing plants:

* Waste-to-energy plants containing waste-to-energy utilization fluidised bad incinerators with dry and wet off-gas cleaning line including SCR,
* monoincineration of sewage sludge in fluidised bad incinerators with sewage sludge drying and dry and wet off-gas treatment line containing SCR;
* mechanical treatment of municipal waste.

The tenderer shall prove adequate experience by indicating successfully completed technical documentation, including:

* conceptual design,
* design for implementation,
* tender documents, or
* commissioning or design of implemented works:

1. To Attachment 6/1: at least three (3) technical documents or cooperation in commissioning of waste-to-energy plants waste-to-energy(non-hazardous or hazardous wastes) containing fluidised bad incinerators. The tenderer may indicate references for both completed projects and for non-commissioned plants, as well.

The tenderer shall prove that at least one of the reference works has been performed in a period of the last three (3) years, counting from the date determined for the submission of tenders, and the other reference works were completed after the date counting from 1 January 2010 until the tender submission date.

1. To Attachment 6/2: at least one1) technical document or cooperation in commissioning of a plant for monoincineration of sewage sludge from municipal waste water treatment plants with collection of solid residues for phosphorous extraction. The tenderer may indicate references for a completed project or for a non-commissioned plant.

The tenderer shall prove that the reference work has been performed in a period of the last three (3) years, counting from the date determined for the submission of tenders. In Attachment 6/2, the tenderer may also indicated more than one reference, if the reference works were completed after the date counting from 1 January 2010 until the tender submission date.

1. To Attachment 6/3: at least three (3) project documents for plants for mechanical treatment of municipal waste, which may include the treatment of separately collected mixed packaging waste EWC 15 01 06. The tenderer may indicate references for a project or for non-commissioned plants.

The tenderer shall prove that at least one of the reference works has been performed in a period of the last three (3) years, counting from the date determined for the submission of tenders, and the other reference works were completed after the date counting from 1 January 2010 until the tender submission date.

The Contracting Entity will only take into consideration the references completed after 2010, whereby the conclusion date is the day when the product (project documentation) was fully accepted by signing the *Minutes on acceptance and delivery of the implemented work (handover minutes).*

For the reference works ordered by Contracting Entity ENERGETIKA LJUBLJANA d.o.o., the tenderer only submits a completed Attachment, which does not need to be signed and stamped by the reference Contracting Entity of ENERGETIKA LJUBLJANA d.o.o.

**SUPPORTING DOCUMENTS:**

The tenderer proves the fulfilment of these conditions by signing and submitting the following attachments:

* Attachment 6/1 A list of references in the field of waste-to-energy utilization ,
* Attachment 6/2 A list of references in the field of sewage sludge from municipal treatment plants,
* Attachment 6/3 A list of references in the field of mechanical waste treatment,

The Contracting Entity reserves the right to request additional supporting documents on the implementation of the reference work from the tenderer or check the references directly with the investor. If in the course of the additional inquiries, the Contracting Entity finds that any of the references does not prove a good-quality performance of work (observation of requirements and contractual provisions), such reference will not be considered.

* + - 1. Professional capacity – personnel

The tenderer shall have adequate personnel with adequate professional skills and ability to execute the subject of the public contract, which is proven in the completed Attachment 7.

It is required that each of the persons of the nominated personnel has experience in at least one of the plant planning fields for:

* waste-to-energy utilization in fluidised bad incinerators with dry and wet off-gas cleaning line containing SCR;
* monoincineration of sewage sludge in fluidised bad incinerators with sewage sludge drying and dry and wet off-gas cleaning line containing SCR;
* mechanical treatment of municipal waste.

For each of the nominated personnel members, the tenderer shall prove references for:

1. At least one (1) piece of prepared technical documentation for plants for waste-to-energy(non-hazardous or hazardous) utilization in fluidised bad incinerators with dry and wet off-gas cleaning line containing SCR. The tenderer or nominated personnel may indicate references for both completed projects and for non-commissioned plants, as well.

The nominated personnel shall prove that at least one of the reference works has been performed and completed in a period of the last three (3) years, counting from the date determined for the submission of tenders, and the other reference works were completed after the date counting from 1 January 2010 until the tender submission date.

1. At least one (1) piece of prepared technical documentation for plants for monoincineration of sewage sludge in fluidised bad incinerators with sewage sludge drying and dry and wet off-gas cleaning line containing SCR and collection of solid residues for phosphorous extraction. The tenderer or nominated personnel may indicate references for both completed projects and for non-commissioned plants.

The nominated personnel shall prove that at least one of the reference works has been performed and completed in a period of the last three (3) years, counting from the date determined for the submission of tenders.

1. At least one (1) piece of prepared technical documentation for plants for mechanical treatment of municipal waste, which may include the treatment of separately collected mixed packaging EWC 15 01 06. The tenderer or nominated personnel may indicate references for both completed projects and for non-commissioned plants. The nominated personnel shall prove that at least one of the reference works has been performed and completed in a period of the last three (3) years, counting from the date determined for the submission of tenders, and the other reference works were completed after the date counting from 1 January 2010 until the tender submission date.

**The Contracting Entity will only take into consideration the references completed after 2010, whereby the conclusion date is the day when the product (technical documents) was fully accepted (e.g. with handover minutes or in another adequately documented way).**

The personnel which the tenderer will use to prove the qualification will have to cooperate in the execution of the public contract. During the validity of the contract, the tenderer may only replace the nominated personnel if it provides equally qualified personnel (individual) who meets the required conditions.

The nominated staff must be employed with the tenderer, partner in the case of a joint tender or subcontractor nominated by the tenderer and/or partner in the joint tender.

**SUPPORTING DOCUMENTS:**

In the application, the tenderer must enclose a completed and signed Attachment 7 PROFESSIONAL CAPACITY – LIST OF NOTIFIED STAFF.

The Contracting Entity reserves the right to request additional evidence (such as employment certificate, contract with investor, billing statement, certificate of payment…) about the implementation of the reference work or to check the indications directly with the investor or employer. If, in the course of additional inquiries, the Contracting Entity finds that any of the references does not prove well-performed works (observation of requirements and contractual provisions), such reference shall not be taken into account.

**SUPPORTING DOCUMENTS:**

As proof for fulfilling the condition, the potential tenderer/partner/subcontractor shall submit a copy of the valid insurance contract and/or policy and, at the Contracting Entity’s request, also a certificate issued by the insurance company that the tenderer has taken out an insurance which meets the requirements from the tender documentation (Attachment 12).

1. **CRITERIA FOR THE SELECTION OF THE MOST ADVANTAGEOUS TENDERER**

**The Contracting Entity will select the tenderer who will meet the conditions from this tender documentation and whose tender will be economically most advantageous given the criteria indicated below.**

The Contracting Entity will select as the most advantageous tenderer who will meet the conditions from this tender documentation and who will submit economically most advantageous tender based on the criteria indicated below – that is, who will achieve the maximum number of points.

The tender evaluation criteria are:

a. Tender price (No. PC) up to 70 points

b. Additional references of the tenderer (No. REF) up to 30 points

**TOTAL max. 100 points**

An individual tender may be evaluated with points in a range from 0 to 100.

The number of points received for an individual criterion is rounded to two decimal places.

The points received under individual criteria are summed up for each tender.

The most advantageous tenderer is the one who collects the most points.

If two tenderers have the same number of points, the more advantageous tenderer is the one with the better conditions in the following sequence: tender value, references.

The number of the achieved points in an individual tenderer’s tender will be calculated in accordance with the below-described criteria:

ŠTP (number of points received by tenderer) = no. PC + no. REF

**5.a. Tender price (no. PC)** - max. number of points is 70

The total tender price excl. VAT in EUR, indicated by the tenderer in the tender form, is applied as the criterion.

The tender with the lowest tender value excl. VAT in EUR receives 70 points, and the other tenders with a higher tender value excl. VAT in EUR receive a pro rata share.

The maximum possible number of points that a tender can receive under this criterion (a) is 70 (seventy). The maximum number of points under this criterion can be given to several tenders.

Under this criterion, the tenders will be evaluated in the following way:

**no. of tender points - No. PCX** **=.**

Legend:

no. of points from tender x 1 number of points from the tender of tenderer "x" under criterion 1 – tender value criterion

Cmin [EUR] minimum tender value excl. VAT in EUR

Cx [EUR] tenderer’s tender value excl. VAT in EUR.

**5.b. Additional references of the tenderer (no. REF)** - max. number of points is 30

**The references above an individual reference condition referred to in point 4.2.3.1 of this tender documentation are taken into account.**

The tenderer receives one point for the preparation of each additional project document from every field which is the subject of the contract and which exceeds the required number of references provided in chapter **Napaka! Vira sklicevanja ni bilo mogoče najti.**. The maximum number of points in an individual field is 10 which is received for ten (10) or more provided references in an individual field.

The points obtained in an individual field are summed up.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Field | Waste-to-energy utilization in fluidised bad incinerators with dry and wet off-gas cleaning line containing SCR | Monoincineration of sewage sludge in fluidised bad incinerators with sewage sludge drying and dry and wet off-gas cleaning line containing SCR | Mechanical treatment of municipal waste | Total |
| Fulfilment of requirements from chapter 4.2.3.1 | 0 points | 0 points | 0 points | 0 points |
| 1 additional reference | 1 point | 1 point | 1 point | 3 points |
| … |  |  |  |  |
| 10 additional references | 10 points | 10 points | 10 points | 30 points |

The maximum number of points that can be awarded under this criterion (b) is 30. Several tenders may receive the same number of points under this criterion.

The supporting documents proving the fulfilment of this criterion are to be submitted in the completed forms **List of references – Attachment 9/1 – 9/3**.

As suitable **additional references,** the Contracting Entity will **consider the references of the (leading) tenderer, partner in the case of a joint tender or nominated subcontractors who have been notified by the tender submission deadline**. For the purpose of submitting additional references, the Contracting Entity does not permit subsequent nominations of companies (i.e. after the tender submission deadline; additional references of merely those companies which were notified on tender submission!).

Additional references are those references which the tenderer proves for a different project/transaction with regard to the mandatory reference under the condition from point 4.2.3.1. Technical capacity – The tenderer of the tender documentation. The tenderer shall enclose a completed, signed and stamped Attachment 9/1 – 9/3 List of references – Criterion for each additional reference (for a different project/transaction with regard to the mandatory reference in the context of the condition from point 4.2.3.1. of the tender documentation).

The Contracting Entity is entitled to make an inquiry on the listed references prior to deciding on the selection. If the indicated references do not prove the actual situation, the Contracting Entity shall not take them into account.

1. **DEADLINE FOR THE SUBMISSION AND OPENING OF TENDERS, INSTRUCTIONS TO TENDERERS FOR TENDER PREPARATION, CONTENT OF TENDERS**
   1. **Deadline for the submission of tenders and public opening of tenders**

The tender is deemed as submitted on time, if the Contracting Entity receives it via the e-JN system [https://ejn.gov.si](https://ejn.gov.si/) **by 10:00 on 21. 8. 2024**. A tender shall be deemed as submitted if its status is marked as “SUBMITTED” in the e-JN information system. The tenderer bears the total costs of drafting and submitting the tender.

The tenderer may withdraw or amend its tender by the tender submission deadline. If the tender withdraws its application in the e-JN information system, it shall be deemed that the tender was not submitted and the Contracting Entity will not see the tender. If the tenderer amends its tender in the e-JN information system, the last submitted tender will be open to the Contracting Entity in the system.

After the end of the tender submission deadline, applications can no longer be submitted.

Access to the link for the submission of electronic tenders in this public procurement procedure is available to tenderers in the relevant Public Procurement Notice on the Public Procurement Portal, **section “1.3 Notifications”**.

The tenders will be opened automatically in the e-JN information system on **21. 8. 2024,**starting **at noon,** on the website [https://ejn.gov.si](https://ejn.gov.si/).

The opening is implemented in a way that the e-JN system automatically, at the time specified for the public opening of tenders, displays data about the tenderer, the variants, if required or allowed, the total tender value, and enables access to the document which is uploaded to the e-JN system under the tab “Total tender price”, “Pro forma invoice”.

* 1. **General instructions for the submission of the tender**

The tenderers must upload their tenders to the e-JN information system (hereinafter: “e-JN system”) on [https://ejn.gov.si](https://ejn.gov.si/), in accordance with point 3 of the document Instructions for using the e-JN information system: TENDERERS, which is a part of the tender documentation and published on [https://ejn.gov.si](https://ejn.gov.si/).

Before submitting the tender, the tenderer must register on the website [https://ejn.gov.si](https://ejn.gov.si/), in accordance with the Instructions for using the e-JN information system. If the tenderer is already registered in the e-JN system, they can log in to the application on the same website.

The user of the tenderer who is authorised for submitting the tenders in the e-JN system, submits the tender by clicking the “Submit” button. Upon tender submission, the e-JN system records the user identity and tender submission time. By submitting the tender, the user shows, on behalf of the tenderer, the will to submit a binding offer (Article 18 of the Obligations Code (Official Gazette of the Republic of Slovenia, no. 97/07 – official clean copy, 64/16 – CC dec. and 20/18 – OROZ631)). By submitting the tender, it is binding for the time indicated in the tender, unless the tenderer’s user withdraws or amends it prior to the end of the tender submission deadline.

* 1. **Tender drafting**

The tender should be prepared in a way that it contains all the required documents and forms indicated in point 7.4. of the tender documentation.

The answers to the required questions or the attachments to the tender documentation that the tenderers must complete are the basis to determine the eligibility of the tender and the basis for the qualitative selection with regard to the requirements and conditions in the tender documentation. The tenderers are obliged to enclose all attachments, except if otherwise stated in an individual attachment.

Any eventual amendments, supplements and corrections of the tender documentation as well as explanations and answers to candidates’ questions, which are published on the public procurement portal and must be observed by the tenderers when preparing the tender documentation, are also integral parts of the tender documentation.

* 1. **Content of tender documentation**

**The tenderer who submits a tender guarantees under criminal and material liability that all data and documents in the tender are true and that the copies (scans) of the enclosed documents correspond to their originals. If this is not the case, the tenderer is liable to the Contracting Entity for all the damage incurred.**

**The tender documentation requested by the Contracting Entity in the public procurement procedure and which the tenderer is required to upload to the e-JN information system is presented hereinafter:**

1. **Section “Total tender value”**

**In the e-JN system’s “Total tender value” section, the tenderer enters the total tender amount excl. VAT in EUR and the VAT amount in EUR. The amount, incl. VAT in EUR, is calculated automatically. In the “Pro forma invoice” section, the tenderer uploads the completed and signed Attachment “PRO FORMA INVOICE SUMMARY” in the .pdf format. The “Total tender value” which will be entered in the same-named section and document (Attachment “PRO FORMA INVOICE SUMMARY”) which will be uploaded as a pro forma invoice in the “Pro forma invoice” section will be accessible during the public opening of the tenders.**

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| --- | --- |
| PRO FORMA INVOICE SUMMARY |  |

**In the case of discrepancies between the data indicated in the section “Total tender value”, the data in Attachment “PRO FORMA INVOICE SUMMARY” – uploaded in section “Total tender value”, part “Pro forma invoice”, and the Attachment 10 “PRO FORMA INVOICE – LIST OF WORKS” – uploaded in section “Documents”, part “Other appendices”, the data in the document attached in the section “Documents”, part “Other attachments”, shall be considered valid.**

1. **Section “DOCUMENTS”, part “DECLARATION – tenderer”**

The tenderer (leading partner) shall complete, sign and stamp Attachment 3/1 DECLARATION ON QUALITATIVE SELECTION OF TENDERER/PARTNER” and upload it to the e-JN information system in the .pdf format under section “DOCUMENTS”, part “DECLARATION – tenderer”.

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| --- | --- |
| DECLARATION ON QUALITATIVE SELECTION OF TENDERER/PARTNER | ***Attachment 3/1*** |

1. **Section “PARTICIPANTS”, part “DECLARATION – other participants”**

**In the case of cooperating with partners (joint tender)**, the tenderer shall upload to the e-JN information system under section “PARTICIPANTS”, part “DECLARATION – other participants”, a completed and signed Attachment 3/1 “DECLARATION ON QUALITATIVE SELECTION OF TENDERER/PARTNER” in the .pdf format for each partner. If the tenderer does not cooperate with a partner in the relevant tender, the attachment does not need to be enclosed.

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| --- | --- |
| DECLARATION ON QUALITATIVE SELECTION OF TENDERER/PARTNER | ***Attachment 3/1*** |

**In the case of cooperating with subcontractors or relying on the capacities of other operators,** the tenderer shall upload a completed and signed Attachment3/2 “DECLARATION ON QUALITATIVE SELECTION OF SUBCONTRACTOR/OTHER OPERATOR” to the e-JN information system under section “PARTICIPANTS”, part “DECLARATION – other participants” in the .pdf format. If the tenderer does not cooperate with any subcontractor/operator in the relevant tender, the attachment does not need to be enclosed.

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| DECLARATION ON QUALITATIVE SELECTION OF SUBCONTRACTOR/OTHER OPERATOR | ***Attachment 3/2*** |

It is not necessary to enclose the attachment, if the tenderer does not nominate any subcontractor in the tender or relies on the capacities of other operators with regard to the conditions related to the economic and financial standing and technical and professional capacity.

1. **Section “DOCUMENTS”, part “Other Attachments”**

The tenderer uploads the other required tender documents in the e-JN information system, **section “DOCUMENTS”, part “Other Attachments”**.

The tender documents required below must be **enclosed in the .pdf format** (a scan of the entire tender with the completed, signed and stamped tender documents). The tenderers must enclose all Attachments, except if otherwise indicated in an individual Attachment. The tenderer may replace the physical signature with an electronic one, if allowed by the e-JN and if not otherwise determined in the tender documentation (in such case, stamping is not required).

**Other tender documentation consists of the following documents (Attachments):**

|  |  |
| --- | --- |
| INFORMATION ON THE TENDERER | ***Attachment 1*** |

The attachment must be completed, signed and stamped and uploaded to the section “DOCUMENTS”, part “Other attachments” in the .pdf format. In the case of a joint tender, Attachment 1 must be completed by all tenderers – partners. A legal document on the joint implementation of the tender is to be enclosed with this attachment.

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| --- | --- |
| TENDER | ***Attachment 2*** |

The tenderer shall complete, sign and stamp the attachment and upload it to the section “DOCUMENTS”, part “Other attachments” in the .pdf format.

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| DECLARATION BY NATURAL PERSON | ***Attachment 3/3*** |

ALL persons who are members of administrative, managerial or supervisory bodies of the economic operator or who have authorisation to represent the economic operator or exercise supervision in the economic operator (applies to the tenderer, all members of a group of tenderers – partners, all nominated subcontractors and all other operators whose capacities the tenderer relies on) shall complete and sign this declaration. The attachment is uploaded to section “DOCUMENT”, part “Other appendices” in the .pdf format.

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| --- | --- |
| DECLARATION ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE ECONOMIC OPERATOR'S OWNERSHIP | ***Attachment 3/4*** |

The tenderer shall complete and sign the declaration. ALL individual members of a group of tenderers (partners) shall also complete and sign the declaration in the context of the joint tender, as well as ALL potentially indicated subcontractors in the tender and ALL other operators whose capacities the tenderer relies on. The attachment is to be uploaded in the .pdf format to the section “DOCUMENTS”, part “Other attachments”.

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| PARTICIPATION OF SUBCONTRACTOR AND REQUEST FOR DIRECT PAYMENT | ***Attachment 4/1*** |

The subcontractor enters all required data, if the tenderer subcontracts part of the tender. If the tenderer does not cooperate with any subcontractor in the relevant tender, the attachment does not need to be enclosed.

If the tenderer intends to perform the subject of the contract with subcontractors, it shall act in accordance with Article 94 of the ZJN-3 and submit a completed, signed and stamped Attachment 4/1 and Form 3 to Attachment 4/1 (agreement on mutual cooperation) for all subcontractors. Where the tenderer intends to perform the subject-matter of the tender with a subcontractor who requests direct payment in accordance with Article 94 of the ZJN-3, the tenderer shall enclose Form 1 to Attachment 4/1 (tenderer’s authorisation) and Form 2 to Attachment 4/1 (consent by subcontractors) to the tender.

The attachment is to be uploaded in the .pdf format to the section “DOCUMENTS”, part “Other attachments”.

|  |  |
| --- | --- |
| LIST OF OTHER SUBCONTRACTORS WHOSE CAPACITIES THE TENDERER RELIES ON | ***Attachment 4/2*** |

The tenderer must complete the attachment, if it relies on the capacities of other operators who are not partner/s in a joint tender and who are not indicated as subcontractor/s in the tender.

The tenderer shall make the required number of copies of all forms. If the tenderer does not rely on capacities of other operators, the attachment does not need to be completed.

The attachment is to be uploaded in the .pdf format to the section “DOCUMENTS”, part “Other attachments”.

|  |  |
| --- | --- |
| ECONOMIC AND FINANCIAL STANDING | ***Attachment 5*** |

The tenderer uploads the completed and signed attachment in the .pdf format to the section “Documents”, part “Other attachments”.

|  |  |
| --- | --- |
| LIST OF TENDERER’S REFERENCE WORKS OR SUCCESSFULLY IMPLEMENTED ACTIVITIES IN THE FIELD OF WASTE-TO-ENERGY UTILIZATION | ***Attachment 6/1*** |

The tenderer uploads the completed and signed attachment in the .pdf format to the section “Documents”, part “Other attachments”.

|  |  |
| --- | --- |
| LIST OF TENDERER’S REFERENCE WORKS OR SUCCESSFULLY IMPLEMENTED ACTIVITIES IN THE FIELD OF monoincineration of sewage sludge from municipal treatMEnt plants | ***Attachment 6/2*** |

The tenderer uploads the completed and signed attachment in the .pdf format to the section “Documents”, part “Other attachments”.

|  |  |
| --- | --- |
| LIST OF TENDERER’S REFERENCE WORKS OR SUCCESSFULLY IMPLEMENTED ACTIVITIES IN THE FIELD OF Mechanical treatment of municipal waste | ***Attachment 6/3*** |

The tenderer uploads the completed and signed attachment in the .pdf format to the section “Documents”, part “Other attachments”.

|  |  |
| --- | --- |
| LIST OF NOTIFIED PERSONNEL | ***Attachment 7*** |

The tenderer uploads the completed and signed attachment in the .pdf format to the section “Documents”, part “Other attachments”.

|  |  |
| --- | --- |
| DRAFT CONTRACT | ***Attachment 8*** |

By signing Attachment 3/1, the tenderer confirms to agree with and accept the content of the contract.

|  |  |
| --- | --- |
| PRO FORMA INVOICE SUMMARY |  |

Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

(*name of tenderer*)

hereby submits TENDER no.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the public procurement procedure no. **JPE-VOD-231/24 Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO**

1. **TOTAL TENDER VALUE in EUR, excl. VAT**

|  |  |
| --- | --- |
| **AMOUNT IN EUR EXCL. VAT** | **EUR** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name, surname and signature of tenderer) |

|  |  |
| --- | --- |
| INFORMATION ON THE TENDERER | ***Attachment 1*** |

**JPE-VOD-231/24– Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO**

|  |  |  |  |
| --- | --- | --- | --- |
| **INFORMATION ON TENDERER/PARTNER** | | | |
| Name of tenderer/partner (company name) |  | | |
| Business address (seat) of tenderer |  | | |
| Registration and tax number of tenderer |  |  | |
| Transaction account of tenderer |  | | |
| **RESPONSIBLE PERSON OF TENDERER** | | | |
| Name of responsible person  (contract/framework agreement signatory) |  | | |
| Function |  | | |
| Email address and telephone number |  |  | |
| **CONTACT PERSON OF TENDERER** | | | |
| Name of contact person (in relation to the tender) |  | | |
| Email address and telephone number |  |  | |
| **OTHER DATA** | | | |
| Representative/s of tenderer who will be responsible for the implementation of the relevant contract/framework agreement *(can be the same person)* | Administrator of contract/framework agreement:  Mr/Ms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; tel.no.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  Contact person for contract/framework agreement:  Mr/Ms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; tel.no.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. | | |
| **ALL** persons who are members of the administrative, managerial or supervisory body of the economic operator or who have authorisation to represent it or exercise control over if, **and** their **PINs**  */not necessary to complete, if you have entered the data in the ESPD or enclosed your own declaration!/*  *PIN is required solely for the need of the no-criminal record check in e-Dosje* | Name and surname | | PIN |
|  | |  |

|  |  |  |
| --- | --- | --- |
| The tenderer is an SME\* (mark as appropriate): | * Yes | * No |

\*SME: micro, small and medium size enterprises such as defined in Commission Recommendation 2003/361/EC.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name, surname and signature of tenderer/partner) |

***Instruction:*** *If several tenderers submit a joint tender, the copied form of Attachment 1 must be completed by all tenderers – partners. In the case of a joint tender, the tenderers enclose a legal document on joint performance of the contract, signed and stamped by all tenderers who cooperate on the performance of the contract.*

**LEGAL DOCUMENT ON JOINT IMPLEMENTATION OF TENDER**

The legal document on joint implementation of tender signed and stamped by all tenderers who cooperate on the implementation of the tender is to be enclosed after Form 1 to Attachment 1.

|  |  |
| --- | --- |
| TENDER | ***Attachment 2*** |

TENDER no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with regard to the public procurement procedure no. **JPE-VOD-231/24 Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO**

We hereby submit the tender (mark as appropriate):

|  |  |  |  |
| --- | --- | --- | --- |
| * independently | * joint tender | * with subcontractors | * Reliance on the capacities of other operators |

1. **TOTAL TENDER VALUE in EUR excl. VAT**

|  |  |  |  |
| --- | --- | --- | --- |
| **Phase** | **Service** | **Unit** | **Amount in EUR excl. VAT** |
| **1** | Set up the basic concept of processes of mechanical treatment and storage of waste, waste-to-energy utilization and stabilization of waste-to-energy utilisation residues at the waste-to-energy plant (TEO Ljubljana) | set |  |
| **2** | Set up engineering solutions for mechanical waste treatment processes, supply logistics, waste-to-energy utilization and stabilization of waste-to-energy utilisation residues at the waste-to-energy plant (TEO Ljubljana) | set |  |
|  | **TOTAL TENDER PRICE IN EUR EXCL. VAT** | |  |
|  | VAT | |  |
|  | TOTAL TENDER PRICE IN EUR WITH VAT | |  |

1. **VALIDITY OF TENDER**

The tender is valid and binding until \_\_\_\_\_\_\_\_\_\_\_\_\_ (*at least until 30 November 2024*).

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name, surname and signature of tenderer) |

|  |  |
| --- | --- |
| DECLARATION ON QUALITATIVE SELECTION OF TENDERER/PARTNER | ***Attachment 3/1*** |

With regard to the public procurement procedure no. **JPE-VOD-231/24 Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO,** as *(mark and complete as appropriate)*

* **tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *(name of tenderer),* registration no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **partner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *(name of partner),* registration no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WE HEREBY DECLARE**

1. **Grounds for exclusion**
   1. that no final judgment has been imposed against us (as economic operator) for criminal offences as defined in the Criminal Code (Official Gazette of the Republic of Slovenia, no. 50/12 – official consolidated text, 6/16 – corr., 54/15, 38/16, 27/17, 23/20, 91/20, 95/21, 186/21, 105/22 – ZZNŠPP and 16/23; hereinafter: KZ-1)) or for comparable criminal offences such as defined in paragraph 1 of Article 75 of the ZJN-3;
   2. that we comply with the mandatory duties and other monetary non-tax obligations under the law governing financial administration, which are collected by the tax authority in accordance with the regulations of the country in which we are established, or the regulations of the Contract Entity’s country, and that we have submitted all tax deduction declarations from the employment relationship for the period of the last five years until the tender submission deadline;
   3. that we are not barred from participating in public procurement procedures on account of being included on the list of economic operators with imposed sanctions on account of exclusion from public procurement procedures on the day when the deadline for submitting the tenders expires;
   4. that in the last three years before the deadline to submit tenders or applications, the competent authority of the Republic of Slovenia or another Member State or third country has not found two or more infringements regarding payment for labour services, working hours, resting periods, provision of work based on civil law contracts despite the existence of working relationship elements or relating to undeclared employment, for which a fine would be imposed on us (as economic operator) by a final decision or several final decisions;
   5. under criminal and material liability that there is no Russian participation in the tender of the operator whom I represent, such as defined in Article 1h of “Council decision (CFSP) 2022/578 of 8 April 2022 amending Decision 2014/512/CFSP concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine” (hereinafter: “Council decision (CFSP) 2022/578 of 8 April 2022). In particular, I declare that:
2. the entity I represent is not a Russian national or a natural or legal person, entity or body established in Russia;
3. the entity I represent is not a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50% by an entity referred to in point (a) above;
4. neither I nor the entity I represent is a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) above;
5. the participation of subcontractors, suppliers or entities whose capacities are being relied on by the entity I represent, who are operators listed in points (a) to (c) above, does not exceed 10% of the tender value;
6. **Conditions for cooperation**
   1. that we have the capacity to pursue the professional activity or have registered the activity or are entered in one of the professional or business registers kept in the Member State of our registered office;
   2. that we are economically and financially capable of implementing the subject of the contract and did not have any past-due outstanding obligations in the past six (6) months prior to the date determined for the submission of contracts;
   3. that we dispose all technical resources, equipment and human resources and will provide appropriate technical capacities for a good-quality implementation of the entire contract within the determined period of time, in accordance with the requirements from the tender documentation, the rules of profession and the provisions of regulations and standards in the field of the subject of contract,
   4. we are not included on the list of economic operators that are banned from cooperating with contracting entities based on Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, no. 69/11-UPB2 with amendments; hereinafter: ZIntPK);
   5. we agree with and fully comply with all conditions and requirements laid down in respect of the subject of the public contract for which we are submitting the tender, and with all other conditions and requirements laid down in the relevant tender documentation.
7. **Technical specifications and tender conditions and requirements**
   1. that we agree with and fully comply with all conditions and requirements regarding the technical specifications, and with other conditions and requirements laid down in Chapters 2 and 3 of the tender documentation or any of its sub-points and attachments,
8. **Technical and professional capacity**
   1. that we have the relevant human resources who are experienced, professionally qualified and able to perform the subject of the public contract; that we have professional and technical capacities, equipment and other tools; that we have the managerial capacity and are reliable and that we comply with formal, operational and technical conditions; that the subject of the public contract meets the requirements of standards and regulations relating to the subject of the public contract and the technical and all other conditions of the Contracting Entity indicated in the tender documentation,
9. **Other requirements and conditions of the tender documentation**
   1. that we are not included on the list of economic operators that are banned from cooperating with contracting entities based on Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, no. 69/11-UPB2 with amendments; hereinafter: ZIntPK);
   2. that we are fully familiar with the content of the tender documentation and all its amendments and supplements or changes and that we agree with and accept all other conditions and requirements of the relevant tender documentation,
   3. that we are fully familiar with the content of the draft contract which we will sign on the Contracting Entity’s call without any objection, if we are selected as the most economically advantageous tenderer *(applies to the (independent/leading) tenderer and partners in the case of a joint tender)*;
   4. we assume criminal and material liability that all data and documents in the tender are true and that the enclosed documents correspond to the original;
   5. by signing this declaration, we agree that with regard to the relevant contract award (if the Contracting Entity doubts the veracity of the tenderer’s declarations in accordance with the third paragraph of Article 47 of the ZJN-3) the Contracting Entity obtains data to verify the tender in accordance with Article 89 of the ZJN-3 in the uniform information system – eDosje referred to in paragraph 9 of Article 77 of the ZJN-3, and we undertake to submit additional authorisations for verification of data from official records at the request of the Contracting Entity;
   6. by signing this declaration, we give consent to the Contracting Entity for a potential processing of personal data which the Contracting Entity may become familiar with in the context of the tender documentation and which (by observing the legislation governing the protection of personal data) the Contracting Entity processes for the needs of awarding the relevant contract or for reviewing and assessing the tenders and for the period of retention such as determined by the act governing public procurement procedures.

**By signing this declaration, we declare that we are fully familiar with the contents of the tender documentation and all its amendments and supplements, and that we agree with and accept all other conditions and requirements laid down in the relevant tender documentation, including the content of the contract/framework agreement and samples of financial guarantees, and we assume criminal and material liability that all data and documents in the tender are true and that the enclosed documents correspond to the original. By signing this declaration we declare that if we are selected as the most economically advantageous tenderer, we will sign the contract upon the Contracting Entity’s call without any objection.**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | Stamp | (Name and surname and signature of the tenderer/partner) |

***Instruction:***

* *The declaration is to be completed and signed by the tenderer and all individual members of the group of tenderers (partners) in the case of a joint tender.*
* *The tenderer is to enclose* ***separately*** *completed declarations for each of the economic operators in the tender.*

|  |  |
| --- | --- |
| DECLARATION ON QUALITATIVE SELECTION OF SUBCONTRACTOR/OTHER OPERATOR | ***Attachment 3/2*** |

with regard to the public procurement procedure no. **JPE-VOD-231/24 Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO,** as *(mark and complete)*

* **subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *(name of subcontractor)*, registration no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **operator whose capacity the tenderer relies on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *(name of the operator whose capacities the tenderer relies on),* registration no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WE HEREBY DECLARE that**

1. **Grounds for exclusion**
   1. no final judgment has been imposed against us (as economic operator) for criminal offences as defined in the Criminal Code (Official Gazette of the Republic of Slovenia, no. 50/12 – official consolidated text, 6/16 – corr., 54/15, 38/16, 27/17, 23/20, 91/20, 95/21, 186/21, 105/22 – ZZNŠPP and 16/23; hereinafter: KZ-1)) or for comparable criminal offences such as defined in paragraph 1 of Article 75 of the ZJN-3;
   2. we comply with the mandatory duties and other monetary non-tax obligations under the law governing financial administration, which are collected by the tax authority in accordance with the regulations of the country in which we are established, or the regulations of the Contract Entity’s country, and that we have submitted all tax deduction declarations from the employment relationship for the period of the last five years until the tender submission deadline;
   3. we are not barred from participating in public procurement procedures on account of being included on the list of economic operators with imposed sanctions on account of exclusion from public procurement procedures on the day when the deadline for submitting the tenders expires;
   4. in the last three years before the deadline to submit tenders or applications, the competent authority of the Republic of Slovenia or another Member State or third country has not found two or more infringements regarding payment for labour services, working hours, resting periods, provision of work based on civil law contracts despite the existence of working relationship elements or relating to undeclared employment, for which a fine would be imposed on us (as economic operator) by a final decision or several final decisions;
   5. under criminal and material liability that there is no Russian participation in the tender of the operator whom I represent, such as defined in Article 1h of “Council decision (CFSP) 2022/578 of 8 April 2022 amending Decision 2014/512/CFSP concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine” (hereinafter: “Council decision (CFSP) 2022/578 of 8 April 2022). In particular, I declare that:
2. the entity I represent is not a Russian national or a natural or legal person, entity or body established in Russia;
3. the entity I represent is not a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50% by an entity referred to in point (a) above;
4. neither I nor the entity I represent is a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) above;
5. the participation of subcontractors, suppliers or entities whose capacities are being relied on by the entity I represent, who are operators listed in points (a) to (c) above, does not exceed 10% of the tender value;
6. **Conditions for cooperation**

**The declarations indicated below apply only if the tenderer meets the conditions for cooperating with subcontractors or relying on the capacities of other operators. The declarations below apply proportionately, in accordance with the method and extent of meeting an individual condition which refers to the subcontractor or another operator whose capacities the tenderer will rely on. In the tender, the tenderer determines the method and extent of meeting an individual condition, in accordance with the Contracting Entity’s requirements indicated in the tender documentation, and encloses the required or suitable evidence which will be confirmed or issued by the subcontractor or another operator whose capacities the tenderer will rely on.**

* 1. we have the capacity to pursue the professional activity or have registered the activity or are entered in one of the professional or business registers kept in the Member State of our registered office;

2.2. we are not included in the list of economic operators that are banned from cooperating with contracting entities based on Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, no. 69/11-UPB2 with amendments; hereinafter: ZIntPK),

2.3. we agree with and fully comply with all conditions and requirements laid down in respect of the subject of the public contract for which we are submitting the tender, and with all other conditions and requirements laid down in the relevant tender documentation.

1. **Technical specifications and tender conditions and requirements** 
   1. (with regard to the activities which are the subject of the public contract and will be rendered by an individual subcontractor/operator in the context of the tender), we agree with and fully comply with all conditions and requirements regarding the technical specifications, and with other conditions and requirements laid down in Chapters 2 and 3 of the tender documentation or any of its sub-points and attachments which refer to the subcontractor/s or operator/s whose capacities the tenderer will rely on,
2. **Technical and professional capacity**
   1. (with regard to the activities which are the subject of the public contract and will be rendered by an individual subcontractor/operator in the context of the tender) we have the relevant human resources who are experienced, professionally qualified and able to perform the subject of the public contract; that we have professional and technical capacities, equipment and other tools; that we have the managerial capacity and are reliable and that we comply with formal, operational and technical conditions; that the subject of the public contract meets the requirements of standards and regulations relating to the subject of the public contract and the technical all other conditions of the Contracting Entity indicated in the tender documentation which refer to the subcontractor/s or operator/s whose capacities the tenderer will rely on.
3. **DECLARATION OF ACCEPTING OTHER CONDITIONS/REQUIREMENTS FROM THE TENDER DOCUMENTATION**
   1. we are not included on the list of economic operators that are banned from cooperating with contracting entities based on Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, no. 69/11-UPB2 with amendments; hereinafter: ZIntPK),
   2. by signing this declaration, we agree that with regard to the relevant contract award (if the Contracting Entity doubts the veracity of the tenderer’s declarations in accordance with the third paragraph of Article 47 of the ZJN-3) the Contracting Entity obtains data to verify the tender in accordance with Article 89 of the ZJN-3 in the uniform information system – eDosje referred to in paragraph 9 of Article 77 of the ZJN-3, and we undertake to submit additional authorisations for verification of data from official records at the request of the Contracting Entity,
   3. by signing this declaration, we give consent to the Contracting Entity for a potential processing of personal data which the Contracting Entity may become familiar with in the context of the tender documentation and which (by observing the legislation governing the protection of personal data) the Contracting Entity processes for the needs of awarding the relevant contract or for reviewing and assessing the tenders and for the period of retention such as determined by the act governing public procurement procedures.

**By signing this declaration we also accept all other conditions and requirements of the relevant tender documentation, including the content of the contract/framework agreement and assume criminal and material liability that all data and documents in the tender are true and that the enclosed documents correspond to the original.**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name and signature of subcontractor/operator) |

***Instruction:***

* *The declaration is to be completed and signed by the nominated subcontractor, if the tenderer implements the contract with subcontractors, or the operator whose capacity the tenderer relies on.*
* *The tenderer encloses* ***separately*** *completed declarations for each of the economic operators in the tender.*

|  |  |
| --- | --- |
| DECLARATION BY NATURAL PERSON | ***Attachment 3/3*** |

**Public procurement procedure no. JPE-VOD-231/24 Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO**

Name and surname \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PIN (personal identification number) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, the undersigned, at the economic operator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

performing the function of a member of (mark as appropriate):

* an administrative body or
* a managerial body or
* a supervisory body

or being authorised to (mark as appropriate):

* represent it or
* make decisions or
* exercise oversight over it,

**under criminal and material liability**

**DECLARE**

that no final judgment with elements of criminal offences under the Criminal Code (Official Gazette of the Republic of Slovenia, No. 50/12 – official consolidated text, 6/16 – corr., 54/15, 38/16, 27/17, 23/20, 91/20, 95/21, 186/21, 105/22 – ZZNŠPP and 16/23; hereinafter: “KZ-1”) or comparable criminal offences imposed by foreign courts such as listed in the first paragraph of Article 75 of the ZJN-3 has been rendered against me, and

by signing this declaration, we agree that with regard to the relevant contract award (if the Contracting Entity doubts the veracity of the tenderer’s declarations in accordance with the third paragraph of Article 47 of the ZJN-3), the authorised representative of the tenderer obtains data to verify the tender in accordance with Article 89 of the ZJN-3 in the uniform information system – eDosje referred to in paragraph 9 of Article 77 of the ZJN-3, and we undertake to submit additional authorisations for verification of data from official records at the request of the authorised representative of the tenderer.

|  |  |  |
| --- | --- | --- |
| (Place, date) |  | (Signature of natural person) |

***Instruction:*** *The declaration is to be completed and signed by ALL persons who are:*

* *members of an administrative, managerial or supervisory body of the tenderer (in the case of a joint tender, this applies to all members of a group of tenderers – partners), subcontractor or another operator whose capacities the tenderer will rely on in the performance of the contract, or*
* *are authorized to represent it or make decisions or exercise oversight over it.*

*The form is to be copied if necessary!*

|  |  |
| --- | --- |
| DECLARATION ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE ECONOMIC OPERATOR'S OWNERSHIP | ***Attachment 3/4*** |

**D E C L A R A T I O N**

**OF PARTICIPATION OF NATURAL AND LEGAL PERSONS IN OWNERSHIP OF THE ECONOMIC OPERATOR[[1]](#footnote-1)**

***Information on the legal person (tenderer):***

Full company name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company head office: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company head office municipality: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of entry in the commercial register (req. number): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VATIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With regard to the public procurement procedure no. **JPE-VOD-231/24 Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO,** we are submitting, in accordance with 6 Article 14 of the Act on Integrity and Corruption Prevention (ZIntPK-UPB2) information on the participation of natural and legal persons in ownership of the economic operator, 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 economic operator.

**WE DECLARE** that the following legal persons, including silent partners, are involved in the ownership of the above mentioned economic operator:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name** | **Head office** | **Share of ownership in %** |
| **1.** |  |  |  |
| **2.** |  |  |  |
| **3.** |  |  |  |
| **….** |  |  |  |

**WE DECLARE** that the following natural persons, including silent partners, are involved in the ownership of the above mentioned economic operator:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name and surname** | **Permanent/temporary place of residence:** | **Share of ownership in %** |
| **1.** |  |  |  |
| **2.** |  |  |  |
| **3.** |  |  |  |
| **…** |  |  |  |

**WE DECLARE** that in accordance with the provisions of the act governing companies, the following economic operators are related companies in relation to the above mentioned economic operator:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name** | **Head office** | **Registration number** |
| **1.** |  |  |  |
| **2.** |  |  |  |
| **3.** |  |  |  |
| **….** |  |  |  |

By signing this declaration, I guarantee that no other natural or legal persons and silent partners, and economic operators deemed as related companies under the act governing companies have a stake in the entire ownership structure.

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

*We declare all of this under criminal and material liability.*

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Place and date) Stamp (Name and signature of economic operator)

***Instruction:*** *The declaration is to be completed and signed by the tenderer, as well as all individual members of a group of tenderers (partners) in the case of a joint tender, and all potential subcontractors (if the tenderer is implementing the public tender with subcontractors) and all other operators whose capacities the tenderer relies on (if the tenderer relies on capacities of other operators).*

*The declaration may also be provided on the tenderer’s own form or in the electronic form.*

***Note:*** *In accordance with the answer of the Commission for the Prevention of Corruption to the question No. 214 of 23 February 2012 in the matter under no. 0672-1/2012-39 (published on the website* [*https://www.kpk-rs.si/sl/pogosta-vprasanja*](https://www.kpk-rs.si/sl/pogosta-vprasanja)*), the tenderer may, if the tenderer or any company in his ownership structure is a public limited liability company, only quote those shareholders of the tenderer who directly or indirectly own more than 5% of shares and/or own more than 5% of founder’s rights, company management or capital.*

|  |  |
| --- | --- |
| PARTICIPATION OF SUBCONTRACTOR AND REQUEST FOR DIRECT PAYMENT | ***Attachment 4/1*** |

In the tender, the tenderer shall indicate the subcontractor/s with whom it intends to perform the subject of the contract and complete all required data. The Attachment is to be signed by the tenderer and the subcontractor.

|  |  |  |
| --- | --- | --- |
| Public procurement procedure no.: **JPE-VOD-231/24 Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO** | | |
| Name of subcontractor |  | |
| Business address (registered office) |  | |
| **REQUEST FOR DIRECT PAYMENT OF SUBCONTRACTOR’S RECEIVABLE DUE FROM THE TENDERER (by the Contracting Entity)**  Pursuant to Article 94 of the ZJN-3, we, as a subcontractor, request direct payment from the Contracting Entity, meaning that the Contracting Entity pays our receivables due from the contractor directly to our transaction account based on the issued interim payment certificates or invoices which will be previously confirmed by the contractor and attached to the invoice or the interim payment certificates to be issued to the Contracting Entity by the contractor. | | |
| *Circle/mark* | YES | NO |
| The indication of all persons who are members of the administrative, managerial or supervisory body of the subcontractor or who have authorisations to represent the subcontractor or decide or exercise oversight over the subcontractor |  | |
| Registration number of subcontractor |  | |
| Tax number of subcontractor |  | |
| Transaction account of subcontractor and the bank |  | |
| Each part of public contract (service/construction/goods) which is subcontracted (type/description of works) |  | |
|  | |
| Share (%) of contract which is subcontracted  *(in total obligatorily below 100%)* |  | |
|  | |
| Reference value of works in EUR, excl. VAT |  | |
|  | |
| Place of implementation |  | |
| Deadline of implementation |  | |

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and surname and signature of Name and surname and signature of tenderer/partner: of tenderer/partner subcontractor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp: Stamp:

***Note:*** *The form also applies if the economic operator has decided to subcontract part of the contract and relies on the subcontractor’s capacities for the performance of this part, hence such subcontractor does not need to complete Attachment 4/2. In this case, the subcontractor’s capacities to be relied on the tenderer shall be indicated in the form.*

***Instruction****: The form is to be copied if necessary*! The tenderer completes a separate form of the attachment for each participating subcontractor.

|  |  |
| --- | --- |
| AUTHORISATION OF THE TENDERER | **Form 1 to Attachment 4/1** |

The tenderer/partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

with regard to the public procurement procedure no. **JPE-VOD-231/24 Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO** and in accordance with Article 94 of the ZJN-3

**WE AUTHORISE**

the Contracting Entity to directly pay our liabilities to the following subcontractors based on the confirmed invoice or interim payment certificate:

|  |  |
| --- | --- |
| No. | NAME OF SUBCONTRACTOR |
| 1. |  |
| 2. |  |
| 3. |  |

|  |  |  |
| --- | --- | --- |
| Place, date | stamp | (Name and surname and signature of economic operator) |

***Note:*** *The form is to be completed and signed when the tenderer intends to perform the contract with a subcontractor who requests direct payment in accordance with Article 94 of the ZJN-3.*

*If the tenderer does not intend to perform the contract with a subcontractor who requests direct payment, it is not necessary to complete the form.*

***Instruction:*** *The main contractor shall enclose with its invoice or interim payment certificate the invoice or interim payment certificate of the subcontractor which it previously confirmed.*

*The form is to be copied if necessary!*

|  |  |
| --- | --- |
| SUBCONTRACTOR’S CONSENT | **Form 2 to Attachment 4/1** |

We, the subcontractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, cooperating with the economic operator who submits the tender for the public procurement procedure no. **JPE-VOD-231/24 Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO,**

**AGREE**

that in accordance with Article 94 of the ZJN-3, the Contracting Entity shall settle our receivable arising from the performance of the contract on behalf of the economic operator who is submitting the tender for the relevant public contract, based on the issued invoices/interim payment certificates, which will be previously confirmed by the successful tenderer and which will be attached to the invoices/interim payment certificates issued to the Contracting Entity by the selected tenderer.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stamp \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Place and date) (Name and surname and signature of subcontractor)

***Note:***

*The form is to be completed and signed when the tenderer intends to perform the contract with a subcontractor who requests direct payment in accordance with Article 94 of the ZJN-3; as a result, it serves as attachment to the public contract.*

*If the tenderer does not intend to perform the contract with a subcontractor who requests direct payment, it is not necessary to complete the form.*

|  |  |
| --- | --- |
| AGREEMENT ON MUTUAL COOPERATION | **Form 3 to Attachment 4/1** |

**AGREEMENT**

**ON MUTUAL COOPERATION**

(between the tenderer and subcontractors – to be enclosed by the tenderer)

|  |  |
| --- | --- |
| LIST OF OTHER SUBCONTRACTORS WHOSE CAPACITIES THE TENDERER RELIES ON | ***Attachment 4/2*** |

In the attachment, the candidate shall indicate the operators whose capacities are being relied on, if the candidate intends to perform the subject of the contract with them. The attachment is to be signed by the candidate and the operator.

|  |  |
| --- | --- |
| Public procurement procedure no. **JPE-VOD-231/24 Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO** | |
| Name of operator |  |
| Business address |  |
| The indication of all persons who are members of the administrative, managerial or supervisory body of the operator or who have authorisations to represent the subcontractor or decide or exercise oversight over the subcontractor |  |
| Registration number of operator |  |
| Tax number of operator |  |
| Transaction account of operator |  |
| Each part of the contract for which the tenderer intends to rely on the capacity of the operator |  |
|  |
| Quantity/Share (%) of contract excl. VAT  *(in total obligatorily less than 100%)* |  |
|  |
| Place of implementation |  |
| Implementation deadline |  |

Date:.........................

Name and surname and signature of Name and surname and signature of

economic operator: other operator:

.......................................... ………………………………………………

Stamp: Stamp:

***Note:*** *The attachment is to be completed if the tenderer relies on the capacities of other operators.*

***Instruction:*** *The form is to be copied if necessary!*

|  |  |
| --- | --- |
| ECONOMIC AND FINANCIAL STANDING | ***Attachment 5*** |

I, the tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

Partner in the case of a joint tender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

(*complete as necessary*)

**hereby declare:**

* to be economically and financially capable of performing the subject of the contract or a part of the contract which I accept for performance,
* on the date determined for the submission of tenders, none of my business accounts opened with any bank are blocked,
* that in the past six (6) months, counting from the tender submission date, we did not have any past-due outstanding liabilities.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name and surname and signature of the tenderer, partner) |

*Instruction: Attachment to be completed and signed separately by the tenderer and the partner.*

|  |  |
| --- | --- |
| LIST OF REFERENCES – The tenderer | ***Attachment 6/1*** |

**JPE-VOD-231/24 Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO**

**List of reference works or successfully implemented activities of the tenderer in the field of waste-to-energy utilization**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Seq. no. | Name of tenderer | Subject of reference | Year of study/ document preparation | Plant commissioned in |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |
| …. |  |  |  |  |

Note: The tenderers should only indicate the work that proves their references.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | Stamp | (Name and surname and signature of economic operator) |

***Note:*** *The tenderer should make the required number of copies of the table.*

***Instruction:*** *The tenderer should* ***upload*** *the form**on the e-JN system,* ***section “DOCUMENTS”, part “Other attachments”!!!***

|  |  |
| --- | --- |
| LIST OF REFERENCES – The tenderer | ***Attachment 6/2*** |

**JPE-VOD-231/24 Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO**

**List of reference works or successfully implemented activities of the tenderer in the field of monoincineration of sewage sludge from municipal waste water treatment plants**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Seq. no. | Name of tenderer | Subject of reference | Year of study/document preparation | Plant commissioned in |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |
| …. |  |  |  |  |

Note: The tenderers should indicate only the works that prove their references.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | Stamp | (Name and surname and signature of economic operator) |

***Note:*** *The tenderer should make the required number of copies of the table.*

***Instruction:*** *The tenderer should* ***upload*** *the form**on the e-JN system,* ***section “DOCUMENTS”, part “Other attachments”!!!***

|  |  |
| --- | --- |
| LIST OF REFERENCES – The tenderer | ***Attachment 6/3*** |

**JPE-VOD-231/24 Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO**

**List of reference works or successfully implemented activities of the tenderer in the field of mechanical treatment of municipal waste**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Seq. no. | Name of tenderer | Subject of reference | Year of document preparation | Plant commissioned in |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |
| …. |  |  |  |  |

Note: The tenderers should indicate only the works that prove their references.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | Stamp | (Name and surname and signature of economic operator) |

***Note:*** *The tenderer should make the necessary copies of the table.*

***Instruction:*** *The tenderer should* ***upload*** *the form**on the e-JN system,* ***section “DOCUMENTS”, part “Other attachments”!!!***

|  |  |
| --- | --- |
| PROFESSIONAL CAPACITY | ***Attachment 7*** |

**JPE-VOD-231/24 Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO**

**LIST OF NOTIFIED PERSONNEL (personnel which the candidate uses to prove the fulfilment of the professional capacity from point 4.2.3.2. of the tender documentation):**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Name and surname of personnel** | **Professional title** | **Work/function for which the personnel is notified** | **Name of project which is the subject of reference indicated in Attachment 6/1, 6/2 or 6/3** | **Function on the reference project** | **Employer’s personnel** |
|  |  |  |  |  |  |  |
|  |  |  |
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|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name and surname and signature of economic operator) |

***Note:*** *The tenderer should make the required number of copies of the table.*

***Instruction:*** *The tenderer should* ***upload*** *the form**on the e-JN system,* ***section “DOCUMENTS”, part “Other attachments”!!!***

***Note****: The form is to be copied if necessary.*

|  |  |
| --- | --- |
| DRAFT CONTRACT | ***Attachment 8*** |

|  |  |
| --- | --- |
| Contracting Entity’s number of contract: |  |
|  |  |
| No. of public contract: | **JPE-VOD-231/24** |
|  |  |
| Contractor’s number of contract: |  |

|  |  |
| --- | --- |
| Contract: | **Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO** |

hereby concluded between

the Contracting Entity:

|  |
| --- |
| **JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o.**  Verovškova ulica 62  1000 Ljubljana  Represented by Director  **Samo Lozej**  VATIN: SI23034033  Registration number: 5226406000 |

and the Contractor:

|  |  |  |
| --- | --- | --- |
|  | | |
|  | | |
|  | | |
| Represented by Director |  |  |
|  |  |  |
|  |  |  |
| VATIN: |  |  |
| Registration number: |  |  |

1. **PRELIMINARY OBSERVATIONS**

Article 1

The contracting parties initially establish that JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, Ljubljana, based on authorisation of the Contracting Entity, executed a low-value public procurement procedure no. JPE-VOD-231/24 pursuant to Article 47 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, no. 91/15 with amendments; hereinafter: ZJN-3, with the purpose of concluding a contract for “**Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO**”, in which the Contracting Entity selected the contractor based on the most economically advantageous tender and the conditions determined in the documentation related to the award of the contract no. JPE-VOD-231/24 (hereinafter: tender documentation).

With this contract, the Contracting Entity and the Contractor agree on the conditions for executing the subject of the contract.

*The following Articles apply in the case of a joint tender and the other Articles hereunder are to be renumbered accordingly; in the opposite case, the following Articles are to be deleted:*

Article

The parties of the contractor consensually nominate one of them as the leading partner or main contractor under this contract, it being:

………………………………….

In executing this contract, the main contractor will act on its behalf and for its account, and in the context of representing the other parties of the contractor it will act on its behalf and for the account of the other parties. The other parties of the contractor authorise the main contractor to carry out the following tasks for each of the other parties, on its behalf and for their (foreign) account, for the needs of implementing this contract:

* to communicate with the Contracting Entity,
* in the context of the contractual relationship, to assume commitments related to the performance of work, which are also binding for all other parties of the contractor in relation to the Contracting Entity,
* to issue financial collateral,
* to issue invoices in accordance with this contract.

Irrespective of the obligations assumed by the main contractor based on this contract, the other parties of the contractor shall be jointly and severally liable to the Contracting Entity for any non-performance of the main contractor’s tasks.

Article

In the case of notification or any other communication between the main contractor and the Contracting Entity which is defined in this contract or which arises from the provisions of this contract, it shall be considered that the other parties of the contractor are also notified thereof at the moment when the main contractor receives a declaration, written or oral, from the Contracting Entity. Only a declaration provided to the Contracting Entity by the main contractor shall have an obligatory effect for the Contracting Entity, while the declarations of other parties from the contractor shall not be binding for the Contracting Entity.

Article

If this contract terminates or becomes invalid for any of the parties of the contractor or if other reasons occur which prevent such party from further fulfilling its contractual obligations, the contractor shall immediately notify the Contracting Entity thereof. If the party for which the contract terminates is the main contractor, the obligation of such notification shall be assumed by the other parties of the contractor immediately upon the occurrence of such circumstances. In such case, the Contracting Entity shall be entitled to decide whether to keep the contract valid or renew it with the other contracting parties of the contractor, upon the exclusion of the party of the contractor for which this contract terminates or becomes invalid or other reasons occur which prevent such party from further fulfilling the contractual obligations, or to consider the contract terminated on the day of the occurrence of the reasons referred to in this paragraph. The Contracting Entity will notify the contractor of its decision in writing and the contractor shall respect the notification as of the notification receipt date.

1. **SUBJECT OF THE CONTRACT**

Article 2

The Contracting Entity hereby orders and the contractor assumes for implementation the supplementation of the already prepared Conceptual Design of the Waste-to-Energy Utilization in Ljubljana (hereinafter: “service” or “contract work” or “project”) in accordance with the Terms of Reference – Waste-to-Energy Utilization in Ljubljana, July 2024 (hereinafter: “Terms of Reference”), which is attached to the documentation in relation to the submission of contract no. JPE-VOD-231/24 (hereinafter: “tender documentation”) and this contract.

The contract is concluded based on the public procurement procedure no. JPE-VOD-231/24, the contractor’s tender no. \_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: “tender”) and the contractor’s final tender agreed during negotiations on (date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: “final tender”), which are integral parts of this contract. The contractor shall carry out the works under this contract in accordance with the rules of profession, with due diligence and care, and in accordance with this contract.

The contract works will be performed in two (2) phases:

* Phase I: preparation of the basic concept of the study that shall include at least:
* reassessment of the preliminary study in terms of required modifications for waste treatment in RCERO, waste to energy utilization in TEO Ljubljana, logistics of supply, waste storage and stabilization of solid residues,
* reassessment of data about the available quantities and properties of municipal waste and sewage sludge,
* reassessment of the available space, properties and requirements of the location at RCERO,

the conclusion of which shall be the preparation of the report on implementation, the presentation of report at a meeting and the delivery of the report to the Contracting Entity;

* Phase II: Engineering solutions for waste treatment in RCERO and at locations TE-TOL and RCERO Ljubljana: logistics of supply, waste storage, waste-to-energy utilization with off gas and off water treatment, collection and stabilization of solid residues. The engineering solutions should represent the foundation for the preparation of the permitting documents. the conclusion of which shall be the preparation of the report on implementation, the presentation of report at a meeting and the delivery of the report to the Contracting Entity.

The contracting parties agree that after the end and confirmation of project phase I, the Contracting Entity shall be entitled to notify the contractor about project conclusion and the end of the contract, subject to having settled all its past due liabilities to the contractor, if based on a review of the report and its presentation the Contracting Entity establishes that the construction of the TEO Ljubljana is not possible or reasonable at the available locations, of which it shall notify the contractor in writing. In this case, the contractor shall not be entitled to payment under this contract for the individual unexecuted project phases and, at the same time, by signing this contract it waives any potential claims arising from this.

1. **CONTRACT PRICE**

Article 3

The contracting parties agree on the price that arises from the final tender. The Contracting Entity shall not make any advance payment for the contract works.

The contract price as per the final tender is the price including \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-percent (\_\_%) discount as at the contract conclusion date, as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Phase** | **Name of phase** | **Unit of measurement** | **Value in EUR excl. VAT** |
| **I.)** | Set up the basic concept of processes of mechanical treatment and storage of waste, waste-to-energy utilization and stabilization of waste-to-energy utilisation residues at the waste-to-energy plant (TEO Ljubljana) | set |  |
| **II.)** | Set up engineering solutions for mechanical waste treatment processes, supply logistics, waste-to-energy utilization and stabilization of waste-to-energy utilisation residues at the waste-to-energy plant (TEO Ljubljana) | set |  |
|  | **Total contract price in EUR excl. VAT** | |  |
|  | VAT | |  |
|  | **Total contract price in EUR incl. VAT** | |  |

whereby the price for individual contract works indicated in individual items of the final tender is fixed throughout the validity of the contract, except in the case of price reduction.

The contract prices indicated in individual items of the final tender include all material and non-material costs required for a good-quality and timely implementation of the subject of the contract, including labour costs, travel expenses (including transportation expenses for people and equipment/material in relation to the provision of services under the contract and the time spent for transportation), accommodation costs, costs of materials, equipment, tools and workforce, costs of drafting the tender documentation, costs of drafting written reports, consultancy costs, costs for all other works and tasks defined in the contract as obligations of the contractor, and all other costs that will be incurred by the contractor in fulfilling the other contractual obligations.

1. **ADDITIONAL ORDERS**

Article 4

The Contracting Entity also reserves the right to order the provision of other types of services in the field of the subject of the public contract, which are not specifically indicated in the contract but which in terms of the content fall within the services that are the subject of the contract and intended for the preparation of reports from Article 2 of this contract, provided that the increase does not exceed thirty percent (30%) of the total contract value excl. VAT indicated in Article 3 of the contract and subject to the fulfilled conditions from Article 95 of the ZJN-3. The prices for the provision of such services cannot exceed comparable prices on the market. In such case, the contracting parties will mutually agree in writing on the price of service provision and add it to the scope of the contractor’s services.

In the case referred to in the first paragraph of this Article, no increase of the contract value shall exceed thirty percent (30%) of the total contract value excl. VAT indicated in Article 3 of the contract. In the case of multiple increases (from the first paragraph of this Article), this limitation shall apply to the value of all increases together.

1. **INTEGRAL PART OF THE CONTRACT**

Article 5

The integral parts of this contract are:

* tender documentation no. JPE-VOD-231/24 dated \_\_\_\_\_\_\_\_\_\_\_\_\_ with attachments (hereinafter: “tender documentation”),
* contractor’s final tender agreed in negotiations on \_\_\_\_\_\_\_\_\_\_ ,
* contractor’s tender no. \_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,
* all other written agreements and findings from minutes signed by the representatives of the contracting parties.

The contracting parties agree that the documentation referred to in the previous paragraph of this article is an integral part of the contract.

If the contents of the above-mentioned documents are contradictory and if the will of the contracting parties is not clearly expressed, the contracting parties’ will shall be construed by first applying the provisions of this contract, followed by the tender documentation based on which this contract was concluded, and then the documents in the order as follows in this Article.

1. **BILLING METHOD**

Article 6

For each phase of the performed contract works, the contractor will issue a precisely specified invoice for the individual actually performed contract works and at the prices which are indicated for individual contract works in individual items of the final tender, within 5 (five) calendar days after both contracting parties or their representatives sign each record of the completion of each phase and the works performed in each phase.

The contractor shall be obliged to submit to the Contracting Entity, together with the specified invoice, a record of the contract works performed in each phase, signed by both contracting parties or their representatives, which is a mandatory attachment to the invoice.

*The following paragraphs apply only if partners request direct payments; in the opposite case, they shall be deleted:*

The main contractor shall issue all invoices to the Contracting Entity for all works under this contract (its and the contractor partner’s). In accordance with the rules referred to in the following paragraph, the main contractor will enclose with its invoice the invoice of the other contractor (partner) which will show the volume and value of the works performed by the partner which are included in the main contractor’s invoice. By taking into account the findings from *Article* *……….* of the contract, the main contractor will issue invoices fully on its behalf, whereby it will issue a part of the invoice for the account of the other contractor (partner) in the volume such as arises from the partner’s invoice enclosed to the main contractor’s invoice. In such volume, the main contractor acts in a way determined in Article 16 of the ZDDV-1, hence in terms of VAT treatment it is considered in this part that the main contractor receives services of the other contractor (partner) and then supplies them to the Contracting Entity. In terms of VAT treatment for the Contracting Entity, it is considered that the entire Contracting Entity’s turnover for the services from this contract has been implemented by the main contractor.

Each invoice issued to the Contracting Entity by the main contractor shall be signed by all partners of the contractor. The payment splitter confirmed by all partners of the contractor or their representatives shall be enclosed with the invoice. At the same time, the main contractor shall enclose with its invoice:

* the partner’s invoice for the performed works (named to the main contractor) confirmed by the main contractor based on which and based on the signed splitter the Contracting Entity shall make a transfer for the performed work directly to the partner’s account; or
* a declaration signed by the partner and addressed to the Contracting Entity and confirmed by the main contractor about being notified of the relevant invoice issued by the main contractor and that it did not cooperate on the works stated in the interim payment certificate and that it does not have and will not have any claims to the Contracting Entity arising from the main contractor’s interim payment certificates.

If none of the documents referred to in the previous paragraph is submitted, the Contracting Entity shall withhold the payment of the entire invoice amount until all documents have been delivered and shall not be in arrears with the payment.

The deadlines for payments to the main contractor and partner shall be the same.

If the issued invoice is not correct, the Contracting Entity shall reject it and provide explanation, and the contractor shall issue a new, corrected invoice within three (3) days from rejection; the invoice shall contain the correct value of the performed contract works.

1. **PAYMENT DEADLINE AND METHOD**

Article 7

The Contracting Entity undertakes to settle the issued invoice within thirty (30) calendar days, counting from the issue date of a correct invoice for the contract works performed, to the business account of the contractor, IBAN:\_\_\_\_\_\_\_\_\_\_, opened with the bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SWIFT\_\_\_\_\_\_\_\_\_\_\_\_) or of the subcontractor. If the contractor’s business account as indicated in this Article is changed, the contractor shall be required to immediately inform the Contracting Entity of the change in writing.

In the event of late payment, the contractor shall be entitled to charge legal default interest to the Contracting Entity.

For the subcontractor who requests direct payment, the contractor shall enclose with its invoice the subcontractor’s invoice for the performed contractual obligations which was previously confirmed by the contractor, based on which the Contracting Entity shall make a payment for the performed contractual obligations directly to the subcontractor’s account.

If the contractor does not enclose the confirmed invoice for the subcontractor who requested direct payment from the Contracting Entity, the Contracting Entity shall withhold payment of the entire invoice amount until the submission of all documents and shall not be in arrears with the payment.

1. **SUBCONTRACTORS**

Article 8

**/to be applied if the contractor cooperates with a subcontractor/**

In the context of this contract, the contractor shall cooperate with the following subcontractor/s:

|  |  |
| --- | --- |
| Name of the subcontractor |  |
| Full address |  |
| Subcontractor requests direct payments | YES / NO |
| All legal representatives of the subcontractor |  |
| Registration number of the subcontractor |  |
| VAT ID number of the subcontractor |  |
| Subcontractor’s transaction account No. |  |
| The part of the public contract that is subcontracted (type/description of works) |  |
| The amount/share (%) subcontracted |  |
| Value of the works excl. VAT |  |
| Place of implementation |  |
| Implementation deadline |  |

The contractor that performs the public contract with one or more subcontractors shall comply fully with the obligations laid down in Article 94 of ZJN-3 and the requirements laid down in the tender documentation, and submit completed, signed and stamped required forms from the tender documentation for all subcontractors listed. If the contractor fails to act in line with Article 94 of ZJN-3, the Contracting Entity will put forth to the National Review Commission a proposal to institute minor offence proceedings as per point 2 of paragraph 1 of Article 112 of ZJN-3.

The subcontractor is required to comply with all Contracting Entity’s conditions and requirements relating to subcontractors that are indicated in the tender documentation, and complete all indicated attachments referring to the subcontractors’ fulfilment of conditions.

In relation to the Contracting Entity, the contractor shall be fully responsible for the sound performance of the contractual obligations irrespective of the number of subcontractors.

During the performance of the contract, the contractor shall be required to inform the Contracting Entity of any changes of the information referred to in paragraph 2 of Article 94 of ZJN-3, and send information about new subcontractors that it intends to include subsequently, within five (5) days of the change. If new subcontractors are included, the contractor is also required to send the data and documents indicated in indents 2, 3 and 4 of paragraph 2 of Article 94 of ZJN-3 along with the notice. If the contractor does not inform the Contracting Entity about potential changes of information regarding the subcontractors during the implementation of this contract (the third paragraph of Article 94), the Contracting Entity will file a motion to the National Audit Committee to initiate a minor offence procedure referred to in point 1 of the first paragraph of Article 112 of the ZJN-3.

In accordance with paragraph 4 of Article 94 of the ZJN-3, the Contracting Entity shall reject any subcontractor, if grounds for exclusion referred to in 4.1. of the tender documentation exist for such subcontractor. The Contracting Entity may reject the proposal to change the subcontractor or include a new subcontractor even where this could affect the uninterrupted implementation or completion of works and if the new subcontractor does not meet the conditions set by the Contracting Entity in the documentation relating to the contract award. The Contracting Entity shall notify the contractor about potential rejection of a new subcontractor within ten (10) days from the receipt of the proposal.

**/ to be applied if the contractor cooperates with a subcontractor that does not request direct payments/**

For each subcontractor who has not requested direct payment and for whom direct payment is not necessary, the contractor shall send its written declaration and a written declaration of the subcontractor to the Contracting Entity, stating that the subcontractor has received payment for the works performed under this contract, within 60 (sixty) days from the payment of the final interim payment certificate/invoice.

**/ to be applied if the contractor cooperates with a subcontractor that requests direct payments/**

By signing this contract, the contractor authorises the Contracting Entity to make direct payments, based on a conformed invoice or interim payment certificate, to all subcontractors indicated herein who have requested direct payment. Upon submitting the tender, the subcontractor submitted a request and consent for direct payments based on which the Contracting Entity shall, instead of the contractor, settle the subcontractor’s receivable due from the contractor.

For each subcontractor who requests direct payment, the contractor shall supply each interim payment certificate/invoice with:

- an invoice/interim payment certificate of the subcontractor for the performed obligations under the contract, confirmed by the contractor, based on which the Contracting Entity makes a money transfer for the performed obligations under the contract directly to the subcontractor’s account; or

* a declaration signed by the subcontractor and addressed to the Contracting Entity about being notified of the relevant invoice/interim payment certificate of the contractor and that it did not cooperate as a subcontractor in the obligations under the contract to which the invoice/interim payment certificate refers and that the subcontractor does not have and will not have any claims to the Contracting Entity arising from such invoice/interim payment certificate.

With the payment of an individual amount to the subcontractor, the Contracting Entity’s obligation to pay the Contractor shall cease up to the amount of the sum paid the subcontractor.

If none of the documents referred to in the second paragraph of this Article is submitted for a nominated subcontractor, the Contracting Entity shall withhold the payment of the entire amount of the invoice or interim payment certificate until all documents are delivered and shall not be in arrears with the payment.

The Contracting Entity will settle the confirmed invoices or interim payment certificates of subcontractors directly to the subcontractors in a way and by the deadline such as agreed for payments to the contractor.

**/to be applied if the Contractor does not cooperate with a subcontractor/**

Upon the submission of the tender and the conclusion of this contract, the contractor has no subcontractors nominated for the execution of the subject of this contract.

If the contractor subsequently includes or changes a subcontractor for the performance of the subject of this contract, it shall comply with the provisions of Article 94 of the ZJN-3. The included or changed subcontractor will need to fulfil all conditions and other requirements of the Contracting Entity related to the subcontractors indicated in the tender documentation based on which this contract was concluded.

Pursuant to paragraph 4 of Article 94 of the ZJN-3, the Contracting Entity shall reject every subcontractor, if grounds for exclusion referred to in paragraphs 1, 2, 4 or 6 of Article 75 of the ZJN-3 exist for such subcontractor. The Contracting Entity may reject a proposal for a change of a subcontractor or inclusion of a new one even if this might affect the uninterrupted implementation or completion of works and if the new subcontractor fails to meet the conditions set by the contractor in the documentation related to the contract award. The Contracting Entity shall notify the contractor about potential rejection of a new subcontractor within ten (10) days from the receipt of the proposal.

In relation to the Contracting Entity, the contractor shall be fully liable for the sound performance of the contractual obligations irrespective of the number of subcontractors.

1. **OBLIGATIONS OF THE CONTRACTING ENTITY**

Article 9

In the context of fulfilling its obligations under the contract, the Contracting Entity shall:

* cooperate with the contractor and offer the necessary help and give adequate instructions to the contractor,
* immediately notify the contractor about any circumstances that might affect the fulfilment of the Contracting Entity’s contractual obligations,
* settle the obligations to the contractor and its subcontractors.

The Contracting Entity also undertakes to prepare and deliver to the contractor:

* the existing “Preliminary Study of Waste-to-Energy Utilization in Ljubljana”,
* plans of both locations, TE-TOL by Zaloška cesta in Ljubljana and RCERO Ljubljana by Cesta dveh cesarjev in Ljubljana, in DWG format, including the plans of the available infrastructure: road connections, water system, sewage system, natural gas, electricity, hot water system, steam pipeline…,
* data about available quantities and structure of mechanically and biologically treated waste which will serve as fuel,
* other available data which the contractor will need for a successful implementation of contract works.

The Contracting Entity will submit all additional data to the contractor based on a written or oral request of the provider and own decision regarding the urgency of the data required for the completion of obligations under this contract.

1. **OBLIGATIONS OF THE CONTRACTOR**

Article 10

In the context of fulfilling its obligations under this contract, the contractor is obliged to:

* observe the technical specification of the contractor and implement the contractual obligations in line with the Contracting Entity’s requirements from the tender documentation;
* make sure that the contract works are implemented and documented based on the regulations, standards and norms;
* carry out the assumed contract works technically correctly, diligently and at a high quality level, in line with all effective regulations, standards and customs, in close cooperation with the Contracting Entity (due skill, care and diligence);
* ensure everything necessary to be able to fulfil all of its obligations under this contract;
* carry out the contract works with workers who are qualified for such services;
* carry out the contract works with workers who have valid medical certificates;
* notify the Contracting Entity about the current issues and situations that could affect the execution of the contractual obligations;
* in due time request the Contracting Entity to provide instructions and guidelines for a correct completion of the contractual obligations;
* always provide for the interests of the Contracting Entity and anticipate possible complications as a professional, and provide for a correct and timely implementation of tasks under this contract.

The contractor is liable for direct damage caused to the Contracting Entity and third parties which arises from its work and its obligations under this contract.

The costs of all obligations of the contractor which are indicated in this Article of the contract are included in the contract price. The contractor does not have the right to request additional payment for the indicated obligations.

1. **TIME SCHEDULE AND IMPLEMENTATION DEADLINES**

Article 11

The contractor will carry out the works by individual phases within the following implementation periods:

| Phase | PHASE OF CONCEPTUAL DESIGN | Implementation deadline (month) |
| --- | --- | --- |
|
| I. | Set up the basic concept of processes of mechanical treatment and storage of waste, waste-to-energy utilization and stabilization of waste-to-energy utilisation residues at the waste-to-energy plant (TEO Ljubljana) | 6 (six) months from contract conclusion |
| II. | Set up engineering solutions for mechanical waste treatment processes, supply logistics, waste-to-energy utilization and stabilization of waste-to-energy utilisation residues at the waste-to-energy plant (TEO Ljubljana) | 12 (twelve) months from confirmation of phase I and issue of written order by the Contracting Entity |

The phases follow one by one. The implementation deadline for an individual phase is determined in months, whereby the implementation deadline for an individual phase may be shortened or extended, subject to agreement between the Contracting Entity and the contractor. In the case of a change of the implementation deadline, the Contracting Entity and the contractor will conclude an annex to the contract.

Individual phases are detailed in Chapter 3 of the Project Task, which is an integral part and Attachment no. 2 to the contract.

The end of each phase is confirmed with the signature of the minutes on the performed contract works of individual phase by the Contracting Entity’s representative and the contractor’s representative. The Contracting Entity will confirm the beginning of the next phase by way of a written order.

The Contracting Entity reserves the right to increase or decrease the volume of ordered works in agreement with the contractor and adjust it to the actual needs of the Contracting Entity. In this case, the Contracting Entity and the contractor will conclude an annex to the contract.

For the start of an individual phase of works, the Contracting Entity shall hand over to the contractor all the information necessary for the implementation of an individual phase of the contract work. After the Contracting Entity hands over all the information necessary for the implementation of an individual phase of the contract works, the contracting parties shall sign minutes on the handover of all the information necessary for the implementation of an individual phase of the contract works. The minutes must be signed by both contracting parties or their representatives.

If during the works the contractor finds that it will be late in performing the works based on the works completion deadline, it shall notify thereof the Contracting Entity immediately after the occurrence of the reasons for delay or within 3 (three) working days from the occurrence of the reason, and ask for reasonable extension in writing before the end of the implementation deadline determined herein, otherwise it will not be able to ask for an extension anymore. The parties shall conclude an annex to the contract to set a new deadline.

1. **DOCUMENTATION AND WORKING MEETINGS/WORKSHOPS AND PHASE CONFIRMATION**

Article 12

The contractor shall prepare a written report with accompanying documentation in Slovenian or English for the performed contract works in each phase and submit it to the Contracting Entity in the electronic form. All text files must be prepared and delivered in the .word and .pdf formats, and all graphic attachments must be prepared and delivered in the DWG (or a compatible - PHASE-file) in the .pdf format.

After receiving an individual written report prepared in accordance with the project task prior to the end of each phase, the Contracting Entity shall call a working meeting or a workshop with the contractor and the Contracting Entity prior to the end of each phase, in accordance with the terms of reference. The date of workshop shall be agreed in writing (via email) between the Contracting Entity and the contractor. The workshops may be virtual or held in direct presence of the contractor at the Contracting Entity’s location on Toplarniška ulica 19, Ljubljana. The contractor shall present the report to the Contracting Entity in detail during joint workshops.

The Contractor will review the contract works of individual phases and confirm them in writing during joint workshops or provide reasoned requests for supplementations. An individual phase shall be finally confirmed after the written report is handed and accepted and the joint workshops are implemented, by means of signing the minutes on the performed contract works for individual phases by both parties.

The contractor may start implementing the second phase of the project after the confirmation of the first phase and after the Contracting Entity’s written order to continue the next phase.

After the completed phase II, the contractor shall collect the entire relevant project documentation for each of the 3 (three) plants for waste-to-energy utilization in Ljubljana, i.e. RCERO, TEO Ljubljana and product stabilisation TEO Ljubljana, and deliver it to the Contracting Entity in the form of 3 (three) separate project folders in the electronic form. All text files must be prepared and handed in the .word and .pdf format, all graphic attachments must be prepared and handed in the DWG or for 3D-forms as PHASE-file and the .pdf format.

The contractor shall print all 3 (three) project folders and hand them to the Contracting Entity in six (6) copies. The project folders must be prepared in Slovenian or English. The drawings in project folders shall be prepared in the M 1:100 or M 1:200 scale or in another standard scale, as agreed with the Contracting Entity.

The submitted written documentation cannot be equipped with a copyright label or a substantively equivalent text (provision) and shall become the ownership of the Contracting Entity who may freely dispose of it as set out by the provisions of Article 16 of the contract.

1. **FORCE MAJEURE**

Article 13

The contracting parties shall not be responsible for failing, fully or in part, to meet their contractual obligations if this results from force majeure.

Force majeure means an external cause beyond the will and control of either party, which is unexpected and sudden and which could not have been avoided or averted by the exercise of ordinary care, where such circumstances have occurred after the conclusion of the contract (e.g.: fire, flood, earthquake, high water levels preventing the performance of services, extremely adverse weather unusual for the season and place where the work is performed, or measures determined with acts of competent bodies). If the performance of contractual works is, partly or fully, disrupted or prevented by reason of force majeure, the contractor shall immediately inform the Contracting Entity thereof. The contractor shall also be obliged to keep the Contracting Entity informed about the end of such circumstances. The contractual deadlines shall be extended for the duration of force majeure. At the request of the Contracting Entity, the contractor shall be obliged to prove the existence of force majeure.

Shortage of workforce or material at the contractor or its subcontractors shall not count as force majeure, unless it is a consequence of force majeure.

1. **CONTRACTUAL PENALTY**

Article 14

If the contractor fails to complete the contract works by the deadline referred to in Article 10 of the contract and the failure is not a result of force majeure, as laid down in Article 12 of the contract, it shall be obliged to pay a contractual penalty to the Contracting Entity:

* in the amount of zero point twenty-five percent (0.25%) of the contract price excl. VAT for phase I (from the second paragraph of Article 3) of the implementation of works for each calendar day of delay,
* in the amount of zero point twenty-five percent (0.25%) of the contract price excl. VAT for phase II (from the second paragraph of Article 3) of the implementation of works for each calendar day of delay,

whereby the contractual penalty for individual phase may be a maximum of ten percent (10%) of the total contractual price excl. VAT.

If the contractual penalty for delay exceeds ten percent (10%) of the total contract price excl. VAT, the Contracting Entity may withdraw from the contract.

The Contracting Entity may claim contractual penalty for delay, even if it accepted the fulfilment of obligations, but did not immediately notify the contractor about reserving the right to contractual penalty.

To claim contractual penalty, the Contracting Entity will issue an invoice to the contractor with a payment deadline of eight (8) calendar days from the invoice issue date.

Article 15

The Contracting Entity and the contractor agree that the right to charge a contractual penalty is not subject to the occurrence of damage to the Contracting Entity. The Contracting Entity shall claim reimbursement for the damage incurred this way in accordance with the general principles of tort liability, independently of claiming the contractual penalty.

1. **DOCUMENTATION OWNERSHIP AND AUTHORSHIP**

Article 16

The ownership of the entire expert/technical documentation and attachments, which the contractor delivers to the Contracting Entity based on the contract, shall become the property of the Contracting Entity.

Upon the handover of individual documents, the contractor transfers all material copyrights on the documentation to the Contracting Entity, especially the right to reproduction, distribution, public performance, transfer and display, making available to the public, processing, using the work in a processed form, access and handover, while it shall keep the moral copyrights without any additional financial liabilities on the part of the Contracting Entity. The documentation received by the Contracting Entity shall become and be the property of the Contracting Entity.

1. **REPRESENTATIVES OF THE CONTRACTING PARTIES**

Article 17

The representative of the Contracting Entity who will be responsible for handling all questions arising in relation to the performance of this contract is ……………………………, telephone: ……………………, e-mail: ……………………………….

The representative of the contractor who will be responsible for handling all questions arising in relation to the performance of this contract is ……………………………, telephone: ……………………, e-mail: ……………………………….

The representatives shall handle all questions arising in relation to the performance of this contract and implement all measures related to the contract works on behalf on the Contracting Entity and the contractor, respectively. The Contracting Entity and the contractor shall keep each other informed about any change of the representatives in writing, indicating the date of handover of work. The Contracting Entity or the contractor shall receive the relevant written notification within three (3) calendar days prior to the indicated day of the handover of work.

1. **WITHDRAWAL FROM THE CONTRACT**

Article 18

The Contracting Entity may withdraw from the contract without any obligation to the contractor, if the contractor:

* fails to comply with the Contracting Entity’s instructions and does not correct this despite warning,
* increases prices during contract validity,
* fails to implement the subject of contract at an agreed quality and within the agreed deadlines,
* fulfils its obligations contrary to the rules of profession, technical regulations, standards and effective legislation,
* fails to fulfil its obligations from the contract,
* fails to provide sufficient capacities for the current implementation of works,
* stops the works without previous written consent of the Contracting Entity,
* in other cases determined in this contract.

In the case of contract withdrawal, the contractor shall reimburse the Contracting Entity for any additional damages resulting from the non-fulfilment of the contractual obligations. The Contracting Entity shall notify the contractor of contract withdrawal in writing by registered mail.

The contractor shall have the right to withdraw from the contract in the event the contractor has breached contractual provisions. In this case, the contract shall terminate when the Contracting Entity receives written notice of withdrawal sent by registered mail, stating the reason for withdrawal.

During the validity of the contract, the Contracting Entity may, regardless of the provisions of the act governing obligations, withdraw from the contract in cases from Article 96 of the ZJN-3.

1. **CONTRACT TERMINATION**

Article 19

Either party may terminate the contract if, after contract conclusion, circumstances change to the point where the concluded contract no longer expresses the true will of the contracting party, provided that the contracting parties have settled all mutual obligations fulfilled by then.

1. **SETTLEMENT OF DISPUTES**

Article 20

The parties shall endeavour to amicably resolve any dispute arising from this contract. In the opposite case, disputes shall be settled by the competent court in Ljubljana.

1. **RESOLUTIVE CONDITION**

Article 21

This contract is concluded under a resolutive condition which takes effect in the case of one of the following circumstances:

* the Contracting Entity is informed that the court has established a breach of the obligations arising from the second paragraph of Article 3 of the ZJN-3 by the contractor or its subcontractor with a final effect, or
* the contractor is familiar that the competent state authority found, at the contractor or its subcontractor, at least two breaches regarding the payment for work, worktime, rest, performance of work based on civil law contracts despite the existence of elements of the working relationship or in relation to undeclared work during the implementation of the contract and for which a fine for a minor offence was imposed by way of a final judgment.

In the case the Contracting Entity learns about a breach, it shall be obliged to notify the contractor thereof within ten (10) days.

By the deadline determined by the Contracting Entity, which cannot be longer than fifteen (15) days, the contractor can present evidence of having adopted sufficient measures to prove its reliability despite the existence of breach. If a breach exists at the subcontractor, the contractor may by the same deadline submit evidence of the subcontractor having adopted sufficient measures to prove its reliability despite the existence of breach.

If the contractor has not submitted evidence for the subcontractor or if it has, but the Contracting Entity has estimated that the measures are insufficient, the contractor may change the subcontractor by the deadline determined by the Contracting Entity which may not be longer than fifteen (15) days in accordance with Article 94 of the ZJN-3, or itself assume the part that it subcontracted to that subcontractor, if such replacement or assuming does not represent a material change of the contract.

If the contractor has failed to submit evidence for itself or for the subcontractor or if it has, but the Contracting Entity has estimated that the measures are insufficient or if the contractor has not assumed the works itself or has proposed a new subcontractor and if, in accordance with Article 94 of the ZJN-3, the Contracting Entity has rejected the new subcontractor proposed in due time, the resolutive condition shall be fulfilled under the condition that there are still at least 6 (six) months left from when the Contracting Entity was familiarised with the breach until the end of contract validity.

In the case the resolutive condition is fulfilled, it is considered that the contract is terminated on the date of the conclusion of a new contract on the performance of the public contract, and the Contracting Entity shall immediately start a new contract award procedure but not later than within sixty (60) days from becoming familiar with the breach. If the Contracting Entity does not start a new public procurement procedure by this deadline, it shall be considered that the contract is terminated on the sixtieth (60th) day from becoming familiar with the breach.

1. **ANTI-CORRUPTION CLAUSE**

Article 22

In case it is established that in the public procurement procedure, on the basis of which this contract is concluded, or during the performance of this contract, somebody, on behalf and for the account of the contractor, offered, promised or gave any undue advantage to a representative or delegate of a public body or organization to acquire this business deal or to close this business deal under more favourable conditions or suspend due oversight over the execution of contractual obligations or for other acts or omissions, with which the contracting entity or public body or organization suffered damages or gains undue advantage for the representative of the contracting authority, delegate of the public body or organization, the contractor or its representative, agent or delegate, this contract is null and void.

In the case the alleged existence of the actual situation referred to in the first paragraph of this Article or the notification from the Commission for the Prevention of Corruption or other bodies regarding its alleged occurrence is established, the Contracting Entity will initiate the establishment of the conditions for nullity of this contract referred to in the previous paragraph of this Article or other measures in accordance with the regulations of the Republic of Slovenia.

1. **OTHER PROVISIONS**

Article 23

By signing this contract, the contractor confirms to be aware of the subject of the contract and the tender requirements and the technical documentation and to understand the conditions and circumstances for the correct performance of works. The contractor agrees that the Contracting Entity may terminate the contractual relationship (withdraw from the contract) in the case the provisions of the contract and the public procurement are not observed, without any liability for damages with respect to the Contracting Entity.

Article 24

The contracting parties shall protect this contract and any mutual agreements, data and documentation which is the subject of this contract or its implementation as business secret and not use them unjustly to their benefit or commercially use or disclose them to third parties outside the organisations which are not included in the performance of the tasks of the subject of contract, except the data or information which are considered as public under the effective regulations.

Article 25

The contracting parties undertake that any assignment of receivables arising from this contract to other legal or natural persons, except banks, is forbidden. In case receivables are assigned to other legal or natural persons, except banks, the assignment shall have no legal effect.

Article 26

Any amendments or supplements of this contract shall only be valid in writing and if signed by both contracting parties.

If any of the contractual provisions are or become invalid, this shall not affect the other contractual provisions. The invalid provision shall be replaced by a valid one that must be as close to the objective of the invalid provision as possible.

Article 27

This contract is also fully binding for any legal successors of the contracting parties, particularly in case of organizational or status and ownership changes.

Article 28

The contract is concluded on the date when it is signed by both contracting parties and shall apply until all obligations from the contract have been fulfilled, whereby the Contracting Entity may, in accordance with the fourth paragraph of Article 2 of the contract, after the end and confirmation of phase I notify the contractor in writing about project completion, and the contract shall cease to be effective when the notice is received by the contractor.

The Contract is concluded and signed in Slovenian and English. In case of uncertainty (inconsistencies) between the two language versions of the Contract, the Slovenian language shall be used for its linguistic interpretation. In case of annexes to the Contract, their linguistic interpretation shall be subject to the language in which a particular annex is made. If the Contracting Entity requests the translation of a tender document by a court-sworn interpreter for the Slovenian language, the Slovenian language shall be used for its interpretation in case of uncertainty (inconsistencies) between the two language versions of the document.

The relations between the parties arising from the contract and the interpretation of the contract shall be governed by the law of the Republic of Slovenia.

The parties shall amicably resolve any disputes. If this cannot be achieved, disputes shall be settled by the court in Ljubljana with proper jurisdiction.

Article 29

The contract is drawn up and signed in four (4) identical copies, two (2) for each contracting party.

|  |  |
| --- | --- |
| ………………., (date)………………… | Ljubljana, (date)………………… |
| CONTRACTOR:  Director: | CONTRACTING ENTITY:  **JAVNO PODJETJE**  **ENERGETIKA LJUBLJANA** **d.o.o**.  Director:  **Samo Lozej** |

|  |  |
| --- | --- |
| **CRITERION –** LIST OF REFERENCES – The tenderer | ***Attachment 9/1*** |

**JPE-VOD-231/24 Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO**

**List of ADDITIONAL reference works or successfully implemented activities of the tenderer in the field of the waste-to-energy utilization**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Seq. no. | Name of contracting entity | Subject of reference | Year of study/documentation preparation | Plant start year |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| … |  |  |  |  |

Note: The tenderers should only list those works which prove ADDITIONAL references.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | Stamp | (Name and surname and signature of economic operator) |

***Note:*** *The tenderer should make the required number of copies of the table.*

***Instruction:*** *The tenderer should* ***upload*** *the form**on the e-JN system,* ***section “DOCUMENTS”, part “Other attachments”!!!***

|  |  |
| --- | --- |
| **CRITERION –** LIST OF REFERENCES – The tenderer | ***Attachment 9/2*** |

**JPE-VOD-231/24 Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO**

**List of ADDITIONAL reference works or successfully implemented activities of the tenderer in the field of the monoincineration of sewage sludge from municipal treatment plants**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Seq. no. | Name of contracting entity | Subject of reference | Year of study/documentation preparation | Plant start year |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| …. |  |  |  |  |

Note: The tenderers should only list those works which prove ADDITIONAL references.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | Stamp | (Name and surname and signature of economic operator) |

***Note:*** *The tenderer should make the required number of copies of the table.*

***Instruction:*** *The tenderer should* ***upload*** *the form**on the e-JN system,* ***section “DOCUMENTS”, part “Other attachments”!!!***

|  |  |
| --- | --- |
| **CRITERION –** LIST OF REFERENCES – The tenderer | ***Attachment 9/3*** |

**JPE-VOD-231/24 Conceptual Design of the Plant for Waste-to-Energy Utilization and Sewage Sludge Incineration in Ljubljana, at Locations TE-TOL and RCERO**

**List of ADDITIONAL reference works or successfully implemented activities of the tenderer in the field of the mechanical treatment of municipal waste**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Seq. no. | Name of contracting entity | Subject of reference | Year of study/documentation preparation | Plant start year |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| …. |  |  |  |  |

Note: The tenderers should only list those works which prove ADDITIONAL references.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | Stamp | (Name and surname and signature of economic operator) |

***Note:*** *The tenderer should make the required number of copies of the table.*

***Instruction:*** *The tenderer should* ***upload*** *the form**on the e-JN system,* ***section “DOCUMENTS”, part “Other attachments”!!!***

1. Tenderer, partner in case of joint tender, subcontractor. [↑](#footnote-ref-1)