

**BANKA
SLOVENIJE**
EVROSISTEM

**POSTOPEK ODDAJE NAROČILA VELIKE
VREDNOSTI PO ODPRTEM POSTOPKU ZA**

**OPEN PROCUREMENT PROCEDURE FOR
HIGH-VALUE PUBLIC CONTRACT FOR
THE**

**"ODKUP IN UNIČENJE TOLARSKIH
KOVANCEV"**

**PURCHASE AND DESTRUCTION OF TOLAR
COINS**

št.: 2.09.3.1.00-200/2018/1

Ref: 2.09.3.1.00-200/2018/1

**DOKUMENTACIJA V ZVEZI Z JAVNIM
NAROČILOM**

PROCUREMENT DOCUMENTS

KAZALO DOKUMENTACIJE V ZVEZI Z JAVNIM NAROČILOM
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SPLOŠNI DEL

GENERAL PART

POVABILO K ODDAJI PONUDBE

INVITATION TO TENDER

Na podlagi drugega odstavka 39. člena Zakona o javnem naročanju (Uradni list RS, št. 91/15 in 14/18; v nadaljevanju **ZJN-3**)

Pursuant to the second paragraph of Article 39 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15 and 14/18; hereinafter: **the ZJN-3**)

Naročnik

The contracting authority

BANKA SLOVENIJE
Slovenska cesta 35,
1505 LJUBLJANA

BANK OF SLOVENIA
Slovenska cesta 35
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settlement account: SI56 0100 0000
100 090

vabi ponudnike, da v odprtem postopku iz 40. člena ZJN-3 v skladu s to dokumentacijo v zvezi z javnim naročilom oddajo ponudbo za

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

**ODKUP IN UNIČENJE TOLARSKIH
KOVANCEV**

**PURCHASE AND DESTRUCTION OF TOLAR
COINS**

Podrobnejši opis storitev je naveden v točki Navodila ponudnikom za izdelavo ponudbe.

A more detailed description of the service is given in point Instructions to tenderers for compiling the tender.

Na javno naročilo se lahko prijavijo ponudniki:

The following tenderers may apply for the public contract:

- ki izpolnjujejo pogoje iz te dokumentacije v zvezi z javnim naročilom,
- katerih ponudba izpolnjuje zahteve in pogoje iz te dokumentacije v zvezi z javnim naročilom.

- who fulfill the conditions of this procurement documentation,
- whose tender meets the requirements and conditions of this procurement documentation.

Javno naročilo ni razdeljeno na sklope.

The public contract is not divided into lots.

Variantne ponudbe niso sprejemljive in jih naročnik ne bo upošteval.

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

Javno naročilo je v skladu s prvim odstavkom in točko a) drugega odstavka 22. člena ZJN-3 objavljeno na Portalu javnih naročil in v Uradnem listu Evropske unije in je pripravljeno v slovenskem in angleškem jeziku.

The public contract is published on the Public Procurement Portal and in the Official Journal of the European Union in accordance with the first paragraph and point a) of the second paragraph of Article 22 of the ZJN-3, and is prepared in Slovene and English.

številka: 2.09.3.1.00-200/2018/1
datum: 3. julij 2019

number: 2.09.3.1.00-200/2018/1
date: 3 July 2019

Za naročnika

Andraž Južnič
Generalni sekretar

For the contracting authority:

Andraž Južnič
Secretary General

NAVODILA PONUDNIKOM ZA IZDELAVO PONUDBE

/v nadaljevanju: **navodila**/

1. PRAVNA PODLAGA ZA PRIPRAVO PONUDBE

Javno naročilo se izvaja na podlagi ZJN-3 in podzakonskih aktov, ki urejajo javna naročila in področje javnih financ. Ponudniki nosijo sami vse stroške povezane s pripravo in predložitvijo ponudbe. Naročnik v nobenem primeru ne more biti odgovoren za morebitno škodo, ki bi nastala zaradi teh stroškov, brez ozira na potek postopkov v zvezi z javnim naročilom in na končno izbiro ponudnika.

2. JEZIK V POSTOPKU

Naročnik bo v tem postopku oddaje javnega naročila uporabljal slovenski in angleški jezik.

Dokumentacija javnega naročila je objavljena na spletni strani Banke Slovenije, na Portalu javnih naročil in v Uradnem listu EU v slovenskem in angleškem jeziku.

Ponudba in ostala dokumentacija, ki se nanaša nanjo, mora biti napisana bodisi v slovenskem ali angleškem jeziku. Vsa vprašanja v povezavi z dokumentacijo javnega naročila so lahko poslana v slovenskem ali angleškem jeziku, odgovori pa bodo pripravljeni in objavljeni v slovenskem in angleškem jeziku.

Če ponudbena dokumentacija ne bo napisana v slovenskem ali angleškem jeziku, mora ponudnik na zahtevo naročnika priskrbeti brezplačen prevod neodvisnega prevajca v slovenski ali angleški jezik.

3. DOPUSTNOST PONUDBE

Naročnik bo pri ocenjevanju ponudb upošteval le dopustne ponudbe, t. j. tista ponudba, v zvezi s katero velja, da:

- a) za ponudnika oziroma ponudnike ne obstajajo razlogi za izključitev,
- b) ponudnik oziroma ponudniki izpolnjujejo pogoje za sodelovanje,
- c) ponudba ustreza potrebam in zahtevam naročnika, ki so opredeljene v dokumentaciji v zvezi z oddajo javnega naročila,
- d) je prispela pravočasno,
- e) pri njej ni dokazano nedovoljeno dogovarjanje ali korupcija.

Elektronsko oddana ponudba v informacijskem sistemu šteje za datirano in podpisano¹ s strani ponudnikove odgovorne osebe, razen če je v posamičnem primeru (npr. pooblastilo za pridobitev podatkov iz kazenske evidence, izjava skupnih

INSTRUCTIONS TO TENDERERS FOR COMPILING TENDER

(hereinafter: **instructions**)

1. LEGAL BASIS FOR PREPARING TENDER

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

2. LANGUAGE USED IN PROCEDURE

The contracting authority shall use Slovene and English in this contract award procedure.

Procurement documents are published on the Bank of Slovenia website and on the Public Procurement Portal in Slovene, and in the Official Journal of the European Union in English. The tender documents are prepared in Slovene and English.

The tender and other documentation relating thereto must be submitted in English or Slovene. All queries in connection with the procurement documents may be submitted in English or Slovene, and the contracting authority's answers shall be prepared and published in English and Slovene.

If tender documents are not written in Slovene or English, at the request of the contracting authority the tenderer must provide for a translation into Slovene or English free-of-charge by an independent translator.

3. ADMISSIBILITY OF TENDER

In the assessment of tenders, the contracting authority shall only consider admissible tenders, i.e. tenders in connection with which the following apply:

- a) there are no grounds for the exclusion of the tenderer or tenderers,
- b) the tenderer or tenderers meet the selection criteria,
- c) the tender satisfies the contracting authority's needs and requirements set out in the procurement documents,
- d) the tender was submitted on time,
- e) there is no evidence of collusion or corruption in relation to the tender.

Electronically submitted tender into information system is considered dated and signed¹ unless defined otherwise for individual case (i.e. authorisation to obtain information from official records, declaration of joint tenderers, sample of contract etc). All

¹ Žigovanje ni obvezno, razen, če je posebej drugače določeno / *Stamping documents is not mandatory, unless specifically stipulated otherwise.*

ponudnikov, vzorec pogodbe ipd.) izrecno za posamezen obrazec oziroma dokazilo drugače določeno. Vsi elektronsko oddani dokumenti morajo biti v skladu z zahtevami in navodili dokumentacije javnega naročila.

Elektronsko oddana ponudba v informacijskem sistemu in v okviru nje posebej parafirani in/ali podpisani dokumenti, so zavezujoči za ponudnika v razmerju do naročnika.

Odgovorna oseba je oseba, ki lahko v imenu in za račun ponudnika podpisuje in izpolnjuje dokumente iz te dokumentacije (razen, če ni izrecno zahtevano, da mora podpisati zakoniti zastopnik). Posledično z njenim podpisom oziroma parafo postanejo ti dokumenti zavezujoči za ponudnika v razmerju do naročnika.

Posamezen obrazec, ki je iz tehničnih razlogov izdelan ali izpolnjen drugače od vzorca, mora vsebinsko v celoti ustrezati naročnikovim zahtevam iz dokumentacije v zvezi z javnim naročilom.

Starost dokumentov ne sme presegati roka, kot ga določajo posamezne določbe te dokumentacije. V tistih primerih, kjer starost dokumentov ni določena, morajo le-ti izkazovati pravno relevantno stanje ponudnika na dan, določen za predložitev ponudb.

Naročnik si pridržuje pravico v skladu z drugim odstavkom 89. člena ZJN-3:

- preveriti trditve in navedbe posamične ponudbe pri uradnih naslovih, pri katerih so po podatkih ponudbe uradno preverljive /v nadaljevanju: **uradni naslov**,
- do vpogleda v originalno dokumentacijo, na katero se ponudba ali njene priloge sklicujejo.

Ponudbo ponudnika, ki preveritve ali vpogleda ne omogoči, ali ki pravilnosti svojih trditev in navedb ne dokaže v roku, ki ga upošteva okolščine pisno določi naročnik, bo naročnik izločil.

Naročnik bo Državni revizijski komisiji podal predlog za uvedbo postopka o prekršku:

- v primeru, da se bo pri naročniku pojavil utemeljen sum, da je ponudnik v postopku javnega naročila predložil neresnično izjavo ali ponarejeno ali spremenjeno listino kot

electronically submitted documents shall be sent according to requirements and instructions set in this procurement documentation.

Electronically submitted tender into information system and all paraphed and signed documents of the tender are legally binding for the tenderer.

The tenderer's responsible person is the person who is entitled to sign and complete the documents referred to in this documentation on behalf of and for the account of the tenderer (except those that are explicitly required to be signed by the statutory representative). Consequently, when signed or initialled by him/her, the documents become binding for the tenderer in relation to the contracting authority.

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

The age of documents may not exceed that stipulated by the individual provisions of these procurement documents. In cases where the age of documents is indeterminate, the documents must prove the legally relevant status of the tenderer as at the day stipulated for the submission of tenders.

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

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

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

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

- should there arise a reasonable suspicion at the contracting authority that in the public procurement procedure a tenderer has submitted a false declaration or a forged or

pravo v skladu z enajstim odstavkom 89. člena ZJN-3;

- če se bo pojavil utemeljen sum, da glavni izvajalec ne ravna v skladu s 94. členom ZJN-3.

4. JAVNOST IN ZAUPNOST

Ponudnik mora dokumente ali priloge ponudbe, za katere meni, da sodijo med zaupne bodisi kot poslovna skrivnost ali med osebne podatke in tajne podatke /v nadaljevanju: **zaupni podatki**/, označiti kot "POSLOVNA SKRIVNOST" in/ali "TAJNI PODATKI" in/ali "OSEBNI PODATKI" in jih ob tej oznaki parafirati. Če je v ponudbi, prilogi ali dokumentu zaupen samo določen podatek, naj bo zaupni del podčrtan z rdečo barvo, v isti vrstici ob robu pa oznaka "POSLOVNA SKRIVNOST" in/ali "TAJNI PODATKI" in/ali "OSEBNI PODATEK" in s parafo podpisnika ponudbe.

Naročnik mora zagotoviti, da se med postopkom oddaje javnega naročila podatki, ki jih je, upošteva določbe Zakona o poslovni skrivnosti (Uradni list RS, št. 22/19) in določbe ZJN-3, kot poslovno skrivnost določil gospodarski subjekt, ne razkrijejo nepooblaščenim osebam, konkurentu ali podobno. Naročnik mora zagotoviti tudi varovanje podatkov, ki se glede na določbe zakona, ki ureja varstvo osebnih podatkov in zakona, ki ureja varstvo tajnih podatkov, štejejo za osebne ali tajne podatke.

Ne glede na določbe prvega odstavka 35. člena ZJN-3 o varovanju podatkov oziroma zaupnosti, pa so vedno javni podatki specifikacije ponujenega blaga, storitve ali gradnje in količina iz te specifikacije, cena na enoto, vrednost posamezne postavke in skupna vrednost iz ponudbe ter vsi tisti podatki, ki so vplivali na razvrstitev ponudbe v okviru drugih meril.

Priloge oziroma dokumenti, ki jih ponudnik upravičeno označi kot zaupne ali jih kot take opredeli naročnik, bodo dostopni in uporabljeni samo za namen tega javnega naročila: (i) krogu naročnikovih oseb, vključenih v postopek tega javnega naročila, (ii) Državni revizijski komisiji za revizijo postopkov oddaje javnih naročil /v nadaljevanju: **Državna revizijska komisija**/ v primeru njenega obravnavanja revizijskega zahtevka in/ali (iii) na zahtevo pristojnih državnih organov ali sodišča.

5. PODIZVAJALCI / SKUPNA PONUDBA

Ponudba s podizvajalci:

modified document purporting to be genuine in accordance with the eleventh paragraph of Article 89 of the ZJN-3;

- should there arise a reasonable suspicion that the main contractor is failing to act in accordance with Article 94 of the ZJN-3.

4. PUBLICITY AND CONFIDENTIALITY

The tenderer shall label any appendices or documents that it believes to be confidential as either a trade secret or as personal data and classified information (hereinafter: **confidential information**) with the designations "TRADE SECRET" and/or "CLASSIFIED" and/or "PERSONAL DATA", initialling the designations as appropriate. When only certain information in a tender, appendix or document is confidential, the confidential part should be underlined in red, with the designation "TRADE SECRET" and/or "CLASSIFIED" and/or PERSONAL DATA" placed on the side on the same line with the initials of the tender signatory.

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

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

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

5. SUBCONTRACTORS / JOINT TENDER

Tender with subcontractors:

Ponudnik lahko del javnega naročila odda v podizvajanje. Za potrebe tega naročila se za podizvajalca šteje gospodarski subjekt, ki je pravna ali fizična oseba in za ponudnika, s katerim je naročnik po ZJN-3 sklenil pogodbo o izvedbi javnega naročila ali okvirni sporazum, dobavlja blago ali izvaja storitev oziroma gradnjo, ki je neposredno povezana s predmetom tega javnega naročila.

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

Pri posameznem podizvajalcu ne smejo obstajati razlogi za izključitev oziroma mora izpolnjevati vse pogoje iz obrazcev dokumentacije javnega naročila.

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

Če ponudnik nastopa v ponudbi s podizvajalcem mora:

- navesti vse podizvajalce ter vsak del javnega naročila, ki ga namerava oddati v podizvajanje,
- navesti kontaktne podatke in zakonite zastopnike predlaganih podizvajalcev,
- priložiti izpolnjene ESPD teh podizvajalcev v skladu z 79. členom ZJN-3, Obrazec 4 ter po potrebi tudi dokazilo o uporabi zmogljivosti drugih subjektov,
- priložiti zahtevo podizvajalca za neposredno plačilo, če podizvajalec to zahteva,
- potrdilo o registrirani dejavnosti proizvodnje kovin in/ali proizvodnjo kovinskih izdelkov, razen strojev in naprav (Dejavnost C.24 in C.25 upošteva Standardno klasifikacijo dejavnosti SKD 2008 za ponudnika oz. tistega podizvajalca, ki bo dejansko opravljal pretaljevanje.

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

- list all the subcontractors and every part of the public contract that it intends to subcontract,
- list the contact data and statutory representatives of the proposed subcontractors,
- enclose an ESPD completed by the subcontractors in accordance with Article 79 of the ZJN-3, Form 4 and, as necessary, evidence of the use of the capacities of other entities,
- enclose the subcontractor's request for direct payment, if so required by the subcontractor.
- proof/certificate, that the tenderer is registered for Manufacture of basic iron and steel and ferro-alloys (Activity C.24 and C.25 in Standard Industrial Classification – SKD 2008 for the tenderer or subcontractor who will melt-down metal.

Vključitev podizvajalcev v izvajanje pogodbenih obveznosti ali zamenjava podizvajalcev v času izvedbe pogodbenih obveznosti je možna samo ob pisnem predlogu ponudnika, ki vsebuje informacije v skladu s tretjim odstavkom 94. člena ZJN-3. Naročnik zavrne predlaganega podizvajalca, če so podani razlogi iz četrtega odstavka 94. člena ZJN-3.

V primeru ponudbe s podizvajalcem mora imeti ponudnik z njim za namen tega naročila ob sklenitvi svoje pogodbe o izvedbi javnega naročila in med izvajanjem te pogodbe sklenjeno pogodbo vsaj:

The inclusion of subcontractors in the performance of contractual obligations or the replacement of subcontractors during the performance of contractual obligations is only possible following a written proposal by the tenderer that contains information in accordance with the third paragraph of Article 94 of the ZJN-3. The contracting authority shall reject the proposed subcontractor if the grounds referred to in the fourth paragraph of Article 94 of the ZJN-3 are present. In the case of a tender that includes a subcontractor, upon the conclusion of the public contract and during the performance of the contract the tenderer must have a written contract in place with the subcontractor, for the purposes of the public contract, that contains at least the following elements:

- s podatki o podizvajalcu (naziv, poln naslov, matična in davčna številka ter transakcijski račun), podroben obseg njegovih del oziroma blaga (predmet), količina, vrednost, kraj in rok njihove izvedbe.

- information about the subcontractor (name, full address, registration number, VAT identification number and current account number), a detailed description of its works or goods (subject of the contract), the quantity, the value, the place and the deadline for performance,

- določbo, da pogodbeni partnerja ne smeta spreminjati določil pogodbe, brez vnaprejšnje odobritve drugega partnerja.
- a provision that the contractual partners may not amend the contract without the other partner's prior approval.

Kopijo pogodbe s podizvajalcem iz prejšnjega odstavka mora izbrani ponudnik naročniku predložiti ob podpisu pogodbe o izvedbi javnega naročila, v primeru spremembe podizvajalca med izvajanjem pogodbe pa ob predhodnem soglasju naročnika v roku 3 delovnih dni po sklenitvi pogodbe s podizvajalcem. Naročnik ob tem preveri, ali so izpolnjeni pogoji iz prejšnjega odstavka, sicer morata ponudnik in podizvajalec pogodbo popraviti.

V primeru ponudbe s podizvajalcem, ki zahteva neposredno plačilo², mora ponudnik v pogodbi o izvedbi javnega naročila pooblastiti naročnika, da na podlagi potrjenega računa oziroma situacije neposredno plačuje podizvajalcu, podizvajalec pa mora predložiti soglasje, na podlagi katerega naročnik namesto glavnega izvajalca poravna podizvajalčevo terjatev do glavnega izvajalca (asignacija). Soglasja podizvajalcev za neposredna plačila so del *Obrazca 1: Ponudba*, ki je tudi del pogodbe o izvedbi javnega naročila. Roki plačil glavnemu izvajalcu in njegovim podizvajalcem so enaki.

V primeru nastopa s podizvajalcem/i ponudnik v celoti odgovarja za izvedbo oddanega naročila.

A copy of the contract with the subcontractor referred to in the previous paragraph shall be submitted to the contracting authority by the selected tenderer when the public contract is signed, or in the event of a change in subcontractor during the performance of the contract, with the contracting authority's prior approval within 3 business days of the signing of the contract with the subcontractor. In so doing the contracting authority shall verify whether the conditions set out in the previous paragraph have been met; otherwise the tenderer and the subcontractor must revise the contract.

In the case of a tender with a subcontractor that requires direct payment,² in the public contract the tenderer shall authorise the contracting authority to make payment directly to the subcontractor on the basis of an approved invoice or statement, while the subcontractor must submit a letter of consent on the basis of which the contracting authority settles the subcontractor's claims against the main contractor in place of the main contractor (assignment). The subcontractor's consent to direct payments is a part of *Form 1: Tender*, which is also a part of the public contract. The deadlines for payment to the main contractor and its subcontractors are identical.

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

Skupna ponudba:

Ponudbo lahko predloži tudi skupina ponudnikov kot

Joint tender:

A tender may also be submitted by a group of

² Le če podizvajalec zahteva neposredno plačilo, se šteje, da je neposredno plačilo podizvajalcu obvezno in obveznost zavezuje tako naročnika kot tudi glavnega izvajalca. Kadar namerava ponudnik izvesti javno naročilo s podizvajalcem, ki zahteva neposredno plačilo mora: / *If a subcontractor requires direct payment, direct payment to the subcontractor is deemed mandatory, whereby the obligation is binding on both the contracting authority and the main contractor. When the tenderer intends to perform the public contract with a subcontractor requiring direct payment:*

- glavni izvajalec v pogodbi pooblastiti naročnika, da na podlagi potrjenega računa oziroma situacije s strani glavnega izvajalca neposredno plačuje podizvajalcu, / *in the contract the main contractor shall authorise the contracting authority to pay the subcontractor directly on the basis of an invoice or statement approved by the main contractor,*
- podizvajalec predložiti soglasje, na podlagi katerega naročnik namesto ponudnika poravna podizvajalčevo terjatev do ponudnika, / *the subcontractor shall provide a letter of consent, on the basis of which the contracting authority settles the subcontractor's claims against the tenderer,*
- glavni izvajalec svojemu računu ali situaciji priložiti račun ali situacijo podizvajalca, ki ga je predhodno potrdil. / *the main contractor shall enclose in its invoice or statement an invoice or statement issued by the subcontractor that it has previously approved.*

Za tiste nominirane podizvajalce, ki neposrednih plačil ne bodo zahtevali, bo naročnik od glavnega izvajalca zahteval, da mu najpozneje v 60 dneh od plačila končnega računa oziroma situacije pošlje svojo pisno izjavo in pisno izjavo podizvajalca, da je podizvajalec prejel plačilo za izvedena dela. Če izvajalec ne ravna skladno s tem določilom, bo naročnik Državni revizijski komisiji podal predlog za uvedbo postopka o prekršku iz 2. točke prvega odstavka 112. člena ZJN-3. / *For nominated subcontractors that will not require direct payments, the contracting authority shall request that the main contractor send it the following within 60 days of the payment of the final invoice or statement: its own written declaration and the written declaration of the subcontractor that the subcontractor has received payment for the works executed. Should the contractor fail to act in accordance with this provision, the contracting authority shall submit a proposal to the National Review Commission to initiate the misdemeanours proceedings referred to in point 2 of the first paragraph of Article 112 of the ZJN-3.*

skupno ponudbo. Takšni ponudniki naročniku odgovarjajo neomejeno solidarno. Njihova zamenjava je možna samo v fazi izvajanja pogodbe ter ob njihovem in ob naročnikovem predhodnem pisnem soglasju.

V primeru skupne ponudbe podpisnikom ni potrebno priložiti Obrazca 3 (Izjavo o sprejemanju razpisnih pogojev), ker je njegova vsebina vključena v Obrazcu 2 (Izjavo skupnih ponudnikov), vsak podpisnik pa ji zase priloži izpolnjen Obrazec 4 (Izjavo o izpolnjevanju pogojev). Ostali pogoji, ki se nanašajo na priznanje sposobnosti, se ugotavljajo za vse ponudnike skupaj.

Pri posameznem skupnem ponudniku ne smejo obstajati razlogi za izključitev oziroma skupni ponudniki morajo izpolnjevati vse pogoje iz obrazcev dokumentacije javnega naročila.

Pri skupni ponudbi ponudniki pooblastijo nosilca ponudbe /v nadaljevanju: **nosilec ponudbe**/ za njeno vodenje. Pri takšni ponudbi mora biti *Obrazcu 1: Ponudba* priložen njihov pisni dogovor, sklenjen za namen skupne izvedbe tega javnega naročila, ki mora vsebovati podatke o ponudnikih (naziv, poln naslov, matična in davčna številka ter transakcijski račun), podroben obseg del oziroma blaga ponudnika, količina, vrednost, kraj, rok njihove izvedbe. Prav tako mora pogodba vsebovati določbo, da je pogodbeni stranki brez naročnikovega predhodnega pisnega dovoljenja ne smeta spreminjati. Naročnik preveri, ali so izpolnjeni pogoji iz tega odstavka, sicer morajo skupni ponudniki pogodbo popraviti.

Vse določbe glede ponudnika se pri skupni ponudbi smiselno nanašajo tudi na nosilca ponudbe, razen če je v dokumentaciji javnega naročila posebej drugače določeno. Nosilca ponudbe bo naročnik štel tudi kot pooblaščenca za vročitve po 89. členu Zakona o splošnem upravnem postopku (Uradni list RS, št. 24/06 – uradno prečiščeno besedilo, s spremembami in dopolnitvami; v nadaljevanju: **ZUP**).

6. ZMOGLJIVOSTI DRUGIH SUBJEKTOV

Ponudnik se lahko, kadar je to primerno in dovoljeno v skladu z ZJN-3, za posamezno naročilo sklicuje na zmogljivosti drugih gospodarskih subjektov, ne glede na pravno naravo povezave z njimi. Naročnik bo kot ustrezno dokazilo štel pisni dokument, ki bo izkazoval voljo obeh subjektov (vseh relevantnih subjektov) o zagotovitvi sredstev za izvedbo tega javnega naročila.

tenderers as a joint tender. Such tenderers shall have unlimited joint and several liability to the contracting authority. Their replacement is only allowed during the performance phase and with their own and the contracting authority's prior written consent.

In the case of a joint tender, the signatories are not required to enclose Form 3 (Declaration of acceptance of tender conditions), as its content is included in Form 2 (Declaration of joint tenderers). Each signatory shall enclose on its own behalf the completed Form 4 (Declaration of fulfilment of conditions). The other conditions relating to the recognition of qualifications shall be defined for all the tenderers together.

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

In a joint tender, the tenderers shall authorise a lead tenderer (hereinafter: **the lead tenderer**) to serve in a management function on their behalf. In such a tender, their written contract concluded for the purpose of the joint performance of this public contract, which must contain information on the tenderers (name, full address, registration number, VAT identification number and current account number), a detailed description of their works or goods, the quantity, the value, the place and the deadline for performance, shall be enclosed in *Form 1: Tender*. The contract shall also contain a provision that the contracting parties may not amend the contract without the contracting authority's prior written permission. The contracting authority shall verify whether the conditions set out in this paragraph have been met; otherwise the joint tenderers must revise the contract.

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

6. CAPACITIES OF OTHER ENTITIES

The tenderer may, where appropriate and permitted in accordance with the ZJN-3, refer to the capacities of other economic operators for an individual contract, irrespective of the legal nature of its relationship with them. The contracting authority shall deem a written document proving the intent of the two entities (all relevant entities) to provide resources for the performance of this public service contract as

Če želi ponudnik uporabiti zmogljivosti drugih subjektov, mora naročniku dokazati, da bo imel na voljo potrebna sredstva za izvedbo naročila. V primeru, da subjekti, katerih zmogljivosti namerava uporabiti ponudnik, ne izpolnjujejo ustreznih pogojev za sodelovanje iz te dokumentacije in/ali zanje obstajajo razlogi za izključitev, bo naročnik, če bo zakon to dovoljeval, zahteval zamenjavo subjekta, ki ne izpolnjuje pogojev. Če zamenjava ne bo uspešna oziroma ne bo dovoljenja, bo naročnik ponudbo zavrnil.

Če ponudnik uporablja zmogljivosti drugih subjektov, mora ESPD³ vsebovati zahtevane informacije tudi v zvezi s subjekti, katerih zmogljivosti uporablja ponudnik.

7. VSEBINA PONUDBE

Vsebina ponudbe mora obsegati izpolnjene obrazce v skladu z navodilom posameznega obrazca in vse morebiti zahtevane priloge iz posameznega obrazca:

1. Ponudbo (Obrazec 1),
2. Izjavo skupnih ponudnikov (Obrazec 2),
3. Izjavo o sprejemanju razpisnih pogojev (Obrazec 3),
4. Pooblastilo za pridobitev podatkov iz evidenc (Obrazec 4),
5. Vzorec pogodbe s prilogami (Obrazec 5),
6. Dodatne informacije vezane na odvoz tolarških kovancev (Obrazec 6)
7. Izjava o posredovanju podatkov o razkritju lastništva ponudnika v skladu s šestim odstavkom 91. člena ZJN-3⁴ (Obrazec 7),
8. Kopijo potrdila o registrirani dejavnosti pretaljevanja kovin za podjetje⁵ (Obrazec 8)
9. Obrazec 9: ESPD

7.1 POJASNILA ZA POGOJE, ZAHTEVE IN DOKAZILA IZ 4. TOČKE

appropriate evidence.

A tenderer that wishes to utilise the capacities of other entities shall submit proof to the contracting authority that it has the necessary resources at its disposal to perform the contract. Should the entities whose capacities the tenderer intends to utilise fail to meet the relevant selection criteria set out in these procurement documents and/or should there be grounds for exclusion, the contracting authority shall require the replacement of the entity that fails to meet the criteria if the law so allows. Should the replacement not be successful or not be allowed, the contracting authority shall reject the tender.

When the tenderer is utilising the capacities of other entities, the ESPD³ must also contain the required information in connection with the entities whose capacities are being utilised by the tenderer.

7. PREPARATION OF TENDER

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

1. Tender (Form 1)
2. Declaration of joint tenderers (Form 2)
3. Declaration of acceptance of tender conditions (Form 3)
4. Authorisation to obtain information from official records (Form 4)
5. Specimen contract with appendices (Form 5)
6. Additional information in connection with the removal of tolar coins (Form 6)
7. Declaration of tenderer's ownership data disclosure under sixth paragraph of Article 91 of the ZJN-3⁴ (Form 7)
8. Copy of certificate proving that the company is registered for melting metals⁵ (Form 8)
9. Form 9: ESPD

7.1 NOTES ON CONDITIONS, REQUIREMENTS AND MEANS OF PROOF UNDER POINT 4

³ Enotni evropski dokument v zvezi z oddajo javnega naročila – ESPD. / *The ESPD is the European Single Procurement Document.*

⁴ Izbrani ponudnik mora v postopku javnega naročanja ali pri izvajanju javnega naročila v roku osmih dni od prejema naročnikovega poziva posredovati podatke: / *The selected tenderer shall submit the following information in the public procurement procedure or during the performance of the public contract within eight days of receiving such a request from the contracting authority:*

- o svojih ustanoviteljih, družbenikih, vključno s tihimi družbeniki, delničarjih, komanditistih ali drugih lastnikih in podatke o lastniških deležih navedenih oseb; / *information about its founders, partners (including silent partners), shareholders, limited partners or other owners, and information about their respective participating interests;*
- o gospodarskih subjektih, za katere se glede na določbe zakona, ki ureja gospodarske družbe, šteje, da so z njim povezane družbe. / *information about economic operators that are considered to be its affiliates according to the law governing companies.*

⁵ Ponudnik sam [oz. s ponudnikom(-i)] v okviru oddane skupne ponudbe oz. ponudnik v okviru oddane ponudbe s pogodbenim podizvajalcem(-i)] mora biti registriran za dejavnost proizvodnje kovin in/ali proizvodnjo kovinskih izdelkov, razen strojev in naprav (Dejavnost C.24 in C.25 upošteva Standardno klasifikacijo dejavnosti SKD 2008) / *The tenderer [or joint tenderer within the framework of the submitted joint tender; or the tenderer in the framework of a subcontracted contract with a subcontractor (s)] must be registered for the production of metals and / or the manufacture of metallic products, except machinery and equipment (Industry C.24 and C.25, in accordance with the Standard Industrial Classification SKD 2008)*

Ob predložitvi ponudbe bo naročnik namesto potrdil, ki jih izdajajo javni organi ali tretje osebe, v skladu z 79. členom ZJN-3 sprejel ESPD, ki vključuje posodobljeno lastno izjavo, kot predhodni dokaz o izpolnjevanju razpisnih pogojev. ESPD je uradna izjava gospodarskega subjekta, da ne obstajajo razlogi za izključitev in da izpolnjuje pogoje za sodelovanje, hkrati pa zagotavlja ustrezne informacije, ki jih zahteva naročnik. V obrazcu ESPD je naveden tudi uradni organ ali tretja oseba, odgovorna za izdajo dokazil, vključuje pa tudi uradno izjavo o tem, da bo gospodarski subjekt na zahtevo brez odlašanja sposoben predložiti ta dokazila. Naročnik bo lahko kadarkoli med postopkom ponudnike pozval, da predložijo vsa dokazila ali del dokazil v zvezi z navedbami v ESPD.

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

Navedbe v ESPD in dokazila, ki jih predloži gospodarski subjekt, morajo biti veljavni najmanj od dneva oddaje ponudbe naprej in vse do pravnomočnega zaključka postopka.

The statements in the ESPD and means of proof submitted by the economic operator must be valid at least from the day of submission of the tender to the final completion of the procedure.

Gospodarski subjekt mora v obrazcu ESPD navesti vse informacije, na podlagi katerih bo naročnik potrdila ali druge informacije pridobil v nacionalni bazi podatkov, ter v *Obrazcu 4* podati soglasje, da dokazila pridobi naročnik.

An economic operator shall in the ESPD form cite all information based on which the contracting authority will obtain the certificates or other information from the national database, and shall grant permission in *Form 4* for the means of proof to be obtained by the contracting authority.

Naročnik bo pred oddajo javnega naročila od najugodnejšega ponudnika zahteval, da predloži najnovejša dokazila (potrdila, izjave) kot dokaz neobstoja razlogov za izključitev in pogojev za sodelovanje.

Before the award of the public contract, the contracting authority shall require the preferred tenderer to submit the latest means of proof (certificates, declarations) as evidence of the absence of grounds for exclusion and of the fulfilment of the selection criteria.

Gospodarski subjekt lahko dokazila o neobstoju izključitvenih razlogov in dokazila o izpolnjevanju pogojev predloži tudi sam. Naročnik si pridržuje pravico do preveritve verodostojnosti predloženih dokazil pri podpisniku le-teh.

The economic operator may submit the proof of the absence of grounds for exclusion and proof of the fulfilment of the selection criteria itself. The contracting authority reserves the right to verify the authenticity of the means of proof submitted with the signatory thereof.

Če država članica ali tretja država dokazil ne izdaja ali če ti ne zajemajo vseh primerov, jih ponudnik nadomesti z zapriseženo izjavo, če ta v državi članici ali tretji državi ni predvidena, pa z izjavo določene osebe, dano pred pristojnim sodnim ali upravnim organom, notarjem ali pred pristojno poklicno ali trgovinsko organizacijo v matični državi te osebe ali v državi, v kateri ima sedež gospodarski subjekt.

If a Member State or a third country does not issue the aforementioned means of proof, or if they do not include all cases, the tenderer may replace them with a sworn statement or, if this is not provided for in the Member State or third country, a statement from a specific person given before a competent judicial or administrative authority, notary-public or professional or trade organisation in this person's home country or in the country in which the economic operator is established.

Gospodarski subjekt naročnikov obrazec ESPD (datoteka XML) uvozi na spletni strani Portala javnih

The economic operator shall download the contracting authority's ESPD form (xml file) from

naročil
(Slovensko: <https://www.enarocanje.si/ESPD/>)
Angleško: <https://ec.europa.eu/tools/esp/efilter?lang=en>) v njega neposredno vnese zahtevane podatke, ga natisne ter izpolnjenega predloži v ponudbi.

Skupna ponudba:
Vsi ponudniki v skupni ponudbi morajo ESPD izpolniti posamično.

Podizvajalci:
Če bo ponudnik sodeloval s podizvajalci mora v ESPD navesti vse podizvajalce. Ponudnik mora v ponudbi predložiti tudi izpolnjene obrazce ESPD za vsakega podizvajalca.

7.2 RAZLOGI ZA IZKLJUČITEV

Naročnik bo iz postopka javnega naročanja kadar koli v postopku izključil gospodarski subjekt (ponudnika, ponudnika v skupni ponudbi, podizvajalca), če se izkaže, da je pred ali med postopkom javnega naročanja ta subjekt glede na storjena ali neizvedena dejanja v enem od položajev iz točke 7.2 ali 7.3.

- I. gospodarskemu subjektu ali osebi, ki je članica upravnega, vodstvenega ali nadzornega organa tega gospodarskega subjekta ali ki ima pooblastila za njegovo zastopanje ali odločanje ali nadzor v njem, ni bila izrečena pravnomočna sodba, ki ima elemente kaznivih dejanj, ki so opredeljena v prvem odstavku 75. člena ZJN-3.

DOKAZILO: Izpolnjen obrazec ESPD za vse gospodarske subjekte v ponudbi ter pooblastila za pridobitev podatkov iz uradnih evidenc (*Obrazec 4*) za vse gospodarske subjekte v ponudbi in za vse osebe, ki so članice upravnega, vodstvenega ali nadzornega organa gospodarskega subjekta, vključno z vsemi osebami, ki imajo pooblastila za njegovo zastopanje, odločanje ali nadzor. Ponudnik lahko potrdila iz Kazenskih evidenc priloži tudi sam. Priporočljivo je, da ponudnik potrdila iz Kazenskih evidenc priloži sam.

- II. gospodarski subjekt:
 - na dan oddaje ponudbe ali prijave, v skladu s predpisi države, v kateri ima sedež ali predpisi države naročnika, nima 50 € ali več neplačanih zapadlih obveznosti v zvezi z obveznimi dajatvami ali drugimi denarnimi nedavčnimi obveznostmi v skladu z zakonom, ki ureja finančno upravo;

the ESPD page on the Public Procurement Portal (Slovene: <https://www.enarocanje.si/ESPD/>)
English: <https://ec.europa.eu/tools/esp/efilter?lang=en> and shall enter the required data directly into it, print it out and enclose the completed form in the tender.

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

Subcontractors:
A tenderer that is working with subcontractors shall cite all subcontractors in the ESPD. The tenderer shall also enclose completed ESPD forms for each subcontractor in the tender.

7.2 GROUNDS FOR EXCLUSION

The contracting authority shall exclude an economic operator (a tenderer, a tenderer in a joint tender or a subcontractor) from the public procurement procedure at any time in the procedure if it is proven to be in one of the situations referred to in point 7.2 or point 7.3 with regard to actions committed or omitted, either before or during the public procurement procedure.

- I. no final judgment containing elements of the criminal offences defined in the first paragraph of Article 75 of the ZJN-3 has been imposed on the economic operator, or on a person who is a member of the administrative, management or supervisory body of the economic operator or who has powers of representation (concluding contracts), decision or control therein.

PROOF: A completed ESPD for all economic operators in the tender and authorisations to obtain data from official records (Form 4) for all economic operators in the tender and for all persons who are members of the administrative, management or supervisory body of the economic operator, including all persons who have powers of representation, decision or control therein. Alternatively the tenderer may itself enclose certificates from the criminal records in the tender. It is recommended that the tenderer itself enclose certificates from the criminal records.

- II. economic operator:
 - as at the date of the submission of the tender or request, in accordance with the regulations of the country of establishment or those of the contracting authority's country, it has no outstanding past-due liabilities in the amount of EUR 50 or more in connection with mandatory taxes or other non-tax monetary liabilities in accordance with the law governing financial administration;

- ima na dan oddaje ponudbe ali prijave predložene vse obračune davčnih odtegljajev za dohodke iz delovnega razmerja za obdobje zadnjih petih let do dne oddaje ponudbe ali prijave;

DOKAZILO: Izpolnjen obrazec ESPD za vse gospodarske subjekte v ponudbi ter pooblastila za pridobitev podatkov iz uradnih evidenc iz *Obrazca 4* za vse gospodarske subjekte v ponudbi. Priporočljivo je, da ponudnik dokazila priloži sam.

- III. gospodarski subjekt na dan, ko poteče rok za oddajo ponudb ali prijav, ni uvrščen v evidenco gospodarskih subjektov z negativnimi referencami iz 110. člena ZJN-3;

DOKAZILO: Izpolnjen obrazec ESPD za vse gospodarske subjekte v ponudbi ter pooblastila za pridobitev podatkov iz uradnih evidenc iz *Obrazca 4* za vse gospodarske subjekte v ponudbi.

- IV. pristojni organ Republike Slovenije ali druge države članice ali tretje države pri gospodarskem subjektu v zadnjih treh letih pred potekom roka za oddajo ponudb ni ugotovil najmanj dveh kršitev v zvezi s plačilom za delo, delovnim časom, počitki, opravljanjem dela na podlagi pogodb civilnega prava kljub obstoju elementov delovnega razmerja ali v zvezi z zaposlovanjem na črno, za kateri bi mu bila s pravnomočno odločitvijo ali več pravnomočnimi odločitvami izrečena globa za prekršek.

DOKAZILO: Izpolnjen obrazec ESPD za vse gospodarske subjekte v ponudbi ter pooblastila za pridobitev podatkov iz uradnih evidenc iz *Obrazca 4* za vse gospodarske subjekte v ponudbi. Priporočljivo je, da ponudnik dokazila priloži sam.

- V. nad gospodarskim subjektom se ni začel postopek zaradi insolventnosti ali prisilnega prenehanja po zakonu, ki ureja postopek zaradi insolventnosti in prisilnega prenehanja, postopek likvidacije po zakonu, ki ureja gospodarske družbe, njegova sredstva ali poslovanje ne upravlja upravitelj ali sodišče, njegove poslovne dejavnosti niso začasno ustavljene, v skladu s predpisi druge države se nad njim ni začel postopek in ni nastal položaj z enakimi pravnimi posledicami;

DOKAZILO: Izpolnjen obrazec ESPD za vse gospodarske subjekte v ponudbi ter pooblastila za

- as at the date of the submission of the tender or request, all withholding tax returns for employment earnings for the period of five years to the date of the submission of the tender or request have been submitted;

PROOF: A completed ESPD for all economic operators in the tender and authorisations to obtain data from official records set out in Form 4 for all economic operators in the tender. It is recommended that the tenderer itself enclose the proof.

- III. as at the deadline for submission of tenders or requests, the economic operator has not been included in the register of economic operators with negative references referred to in Article 110 of the ZJN-3;

PROOF: A completed ESPD for all economic operators in the tender and authorisations to obtain data from official records set out in Form 4 for all economic operators in the tender.

- IV. A fine has not been imposed on the economic operator two or more times during the three years prior to the deadline for the submission of tenders by virtue of a final decision or multiple final decisions rendered by a competent authority of the Republic of Slovenia, another Member State or a third country for a breach in connection with remuneration for work, working hours, rest periods, or the performance of contract-based work despite the existence of elements of an employment relationship, or in connection with undeclared work

PROOF: A completed ESPD for all economic operators in the tender and authorisations to obtain data from official records set out in Form 4 for all economic operators in the tender. It is recommended that the tenderer itself enclose the proof.

- V. no insolvency or compulsory winding-up proceedings pursuant to the law governing insolvency and compulsory winding-up proceedings, or liquidation proceedings pursuant to the law governing companies have been initiated against the economic operator, its assets and operations are not under the administration of a liquidator or the court, its business activities have not been suspended, no proceedings have been initiated against it in accordance with the regulations of another country and no situation of equivalent legal consequences has arisen;

PROOF: A completed ESPD for all economic operators in the tender and authorisations to obtain

pridobitev podatkov iz uradnih evidenc iz *Obrazca 4* za vse gospodarske subjekte v ponudbi. Priporočljivo je, da ponudnik dokazila priloži sam

data from official records set out in Form 4 for all economic operators in the tender. It is recommended that the tenderer itself enclose the proof.

VI. se pri prejšnji pogodbi o izvedbi javnega naročila ali prejšnji koncesijski pogodbi, sklenjeni z naročnikom, niso pokazale precejšnje ali stalne pomanjkljivosti pri izpolnjevanju ključne obveznosti, zato naročnik ni predčasno odstopil od prejšnjega naročila oziroma pogodbe ali uveljavljal odškodnine ali izvedel druge primerljive sankcije;

VI. no significant or constant deficiencies in the performance of key obligations were evidenced in a previous public contract or previous concession agreement concluded with the contracting authority as a result of which the contracting authority prematurely withdrew from the previous contract or agreement, claimed damages or imposed other comparable sanctions;

DOKAZILO: Izpolnjen obrazec ESPD za vse gospodarske subjekte v ponudbi. Naročnik preveri pri sebi ali obstajajo pogoji za izključitev iz te točke.

PROOF: A completed ESPD for all economic operators in the tender. The contracting authority shall itself verify whether there are grounds for exclusion under this point.

7.3 EKONOMSKI IN FINANČNI POLOŽAJ

7.3 ECONOMIC AND FINANCIAL STANDING

Ponudnik oziroma sponudniki v zadnjih šestih mesecih od objave obvestila o naročilu ni/niso imel/i neporavnanih zapadlih obveznosti in blokirane/i TRR računa/ov.

The tenderer or joint tenderers did not have outstanding past-due liabilities or a blocked current account in the six months prior to the publication of the contract notice.

DOKAZILO: Izpolnjen obrazec ESPD za vse gospodarske subjekte v ponudbi ter potrdila vseh bank oz. drugih pooblaščenih institucij iz katerih je razvidno, da ponudnik v zadnjih 6-ih mesecih pred objavo obvestila o naročilu ni imel neporavnanih zapadlih obveznosti in blokirane/i TRR računa/ov, ali obrazec S.BON iz katerega je razvidno, da ponudnik v zadnjih 6-ih mesecih pred objavo obvestila o naročilu ni imel neporavnanih zapadlih obveznosti in blokirane/i TRR računa/ov.

PROOF: A completed ESDP form for all economic operators in the tender and certificates from all banks and other authorised institutions from which it is evident that the tenderer did not have outstanding past-due liabilities or a blocked current account in the six months prior to the publication of the contract notice, or an S.BON form from which it is evident that the tenderer did not have outstanding past-due liabilities or a blocked current account in the six months prior to the publication of the contract notice.

8. ODPRAVA NAPAK

8. RECTIFICATION OF ERRORS

Če bodo ali se bodo naročniku zdele informacije ali dokumentacija, ki jih morajo predložiti ponudniki, nepopolne (da manjka informacija ali celoten dokument) ali napačne, bo naročnik lahko zahteval, da ponudnik v ustreznem roku predloži manjkajoče dokumente ali dopolni, popravi ali pojasni informacije ali dokumentacijo, pod pogojem, da bo takšna zahteva popolnoma skladna z načeloma enake obravnave in transparentnosti. Naročnik bo od gospodarskega subjekta zahteval dopolnitev, popravek, spremembo ali pojasnilo njegove ponudbe le, če določenega dejstva ne bo mogel preveriti sam.

If it seems to the contracting authority that the information or documentation that must be submitted by the tenderer is incomplete (information or an entire document is missing) or erroneous, the contracting authority may request that the tenderer submit the missing documents or supplement, correct or clarify the information or documentation by an appropriate deadline, provided that such a request is in complete accordance with the principles of equal treatment and transparency. The contracting authority shall only request an economic operator to supplement, correct, revise or clarify its tender if the contracting authority is unable to verify a specific fact by itself.

Predložitev manjkajočega dokumenta ali dopolnitev, popravek ali pojasnilo informacije ali dokumentacije se lahko nanaša izključno na tiste elemente ponudbe, katerih obstoj pred iztekom roka, določenega za predložitev prijave ali ponudbe, je mogoče objektivno preveriti. Če gospodarski subjekt ne predloži manjkajočega dokumenta ali ne dopolni, popravi ali

The submission of the missing document or the supplementation, correction or clarification of information or documentation may relate solely to those elements of the tender that existed before the passing of the deadline stipulated for the submission of a request to participate or tender and that can be objectively verified. Should the economic operator

pojasni informacije ali dokumentacije, bo naročnik ponudbo zavrnil/izločil.

Razen kadar gre za popravek ali dopolnitev očitne napake, če zaradi tega popravka ali dopolnitve ni dejansko predlagana nova ponudba, ponudnik ne sme dopolnjevati ali popravljati:

- svoje cene brez DDV na enoto, vrednosti postavke brez DDV, skupne vrednosti ponudbe brez DDV, razen, če se skupna vrednost spremeni v skladu s sedmim odstavkom 89. člena ZJN-3, in ponudbe v okviru meril,
- tistega dela ponudbe, ki se veže na tehnične specifikacije predmeta javnega naročila,
- tistih elementov ponudbe, ki vplivajo ali bi lahko vplivali na drugačno razvrstitev njegove ponudbe glede na preostale ponudbe, ki jih je naročnik prejel v postopku javnega naročanja.

Ne glede na prejšnji odstavek sme izključno naročnik ob pisnem soglasju ponudnika popraviti računske napake, ki jih odkrije pri pregledu in ocenjevanju ponudb. Pri tem se količina in cena na enoto brez DDV ne smeta spreminjati. Če se pri pregledu in ocenjevanju ponudb ugotovi, da je prišlo do računske napake zaradi nepravilne vnaprej določene matematične operacije v popisu del s strani naročnika, lahko naročnik ob pisnem soglasju ponudnika popravi računsko napako tako, da ob upoštevanju cen na enoto brez DDV in količin, ki jih ponudi ponudnik, izračuna vrednost ponudbe z upoštevanjem pravilne matematične operacije. Ne glede na prejšnji odstavek lahko naročnik ob pisnem soglasju ponudnika napačno zapisano stopnjo DDV popravi v pravilno.

9. FINANČNA ZAVAROVANJA

Finančna zavarovanja niso zahtevana, se pa skupna ponujena vrednost ponudnika plačuje naročniku vnaprej v skladu s 6. členom vzorca pogodbe podane v Obrazcu 5.

10. DOSTOP DO DOKUMENTACIJE V ZVEZI Z JAVNIM NAROČILOM

Dokumentacija v zvezi z javnim naročilom je objavljena na naročnikovi spletni strani <http://www.bsi.si/razpisi/javna-narocila> in Portalu javnih naročil in Uradnem listu Evropske Unije.

11. NAČIN POJASNJEVANJA DOKUMENTACIJE V ZVEZI Z JAVNIM

fail to submit the missing document, or fail to supplement, correct or clarify the information or documentation, the contracting authority shall reject/exclude the tender.

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

- its prices per unit (without VAT), the values of items (without VAT), the total value of the tender (without VAT), except when the total value is being changed in accordance with the seventh paragraph of Article 89 of the ZJN-3, and the tender in terms of its criteria,
- that part of the tender tied to the technical specifications of the subject of the public contract,
- those elements of the tender that have the effect or could have the effect of changing the ranking of its tender relative to other tenders received by the contracting authority in the public procurement procedure.

Notwithstanding the previous paragraph, only the contracting authority may, with the written consent of the tenderer, correct errors in calculations identified during the examination and evaluation of the tenders. Such corrections may not include changes to the quantity and price per unit without VAT. If it is established during the examination and evaluation of tenders that a calculation error has occurred on account of an incorrectly predetermined mathematical operation in the inventory of works by the contracting authority, the contracting authority may, with the tenderer's written consent, correct the calculation error by applying the correct mathematical operation to calculate the value of the tender, taking prices per unit (without VAT) and quantities offered by the tenderer into account.. Notwithstanding the previous paragraph, the contracting authority may correct an erroneously listed VAT rate, with the tenderer's written consent.

9. BID BONDS

Bid bonds are not required: the total tendered value of the tender is paid to the contracting authority in advance in accordance with Article 6 of the specimen contract given in the Form 5.

10. ACCESS TO PROCUREMENT DOCUMENTS

The procurement documents are published on the contracting authority's website at <http://www.bsi.si/razpisi/javna-narocila> and on the Public Procurement Portal, and in the Official Journal of the European Union.

11. MANNER OF CLARIFICATION OF PROCUREMENT DOCUMENTS

NAROČILOM

Pojasnila v zvezi z dokumentacijo javnega naročila daje naročnik na pisna vprašanja. Vprašanja brez navedbe virov in odgovori bodo sproti objavljeni na Portalu javnih naročil. Vsi tam objavljeni odgovori in informacije štejejo za pojasnilo, dopolnitev oziroma spremembo dokumentacije v zvezi z javnim naročilom; njihova vsebina postane njen sestavni del in je za ponudnike in za naročnika obvezujoča. V primeru spremembe dokumentacije v zvezi z javnim naročilom lahko naročnik podaljša rok za oddajo ponudb, če to oceni za potrebno.

Zainteresirani pošljejo vprašanja preko Portala javnih naročil. Sestanka s ponudniki ne bo.

12. ODDAJA PONUDBE

Portal EJN2:

Ponudniki morajo ponudbe predložiti v informacijski sistem e-JN na spletnem naslovu <https://ejn.gov.si/eJN2>, v skladu s 3. točko dokumenta "Navodila za uporabo informacijskega sistema za uporabo funkcionalnosti elektronske oddaje ponudb e-JN: PONUDNIKI" (v nadaljevanju: Navodila za uporabo e-JN), ki je del te dokumentacije javnega naročila in objavljen na spletnem naslovu <https://ejn.gov.si/eJN2>.

Ponudnik se mora pred oddajo ponudbe registrirati na spletnem naslovu <https://ejn.gov.si/eJN2>, v skladu z Navodili za uporabo e-JN. Če je ponudnik že registriran v informacijski sistem e-JN, se v aplikacijo prijavi na istem naslovu.

Uporabnik ponudnika, ki je v informacijskem sistemu e-JN pooblaščen za oddajanje ponudb, ponudbo odda s klikom na gumb »Oddaj«. Informacijski sistem e-JN ob oddaji ponudb zabeleži identiteto uporabnika in čas oddaje ponudbe. Uporabnik z dejanjem oddaje ponudbe izkaže in izjavi voljo v imenu ponudnika oddati zavezujočo ponudbo (18. člen Obligacijskega zakonika⁶). Z oddajo ponudbe je le-ta zavezujoča za čas, naveden v ponudbi, razen če jo uporabnik ponudnika umakne ali spremeni pred potekom roka za oddajo ponudb.

Ponudba se šteje za pravočasno oddano, če jo naročnik prejme preko sistema e-JN <https://ejn.gov.si/eJN2> (oz. preko sistema [eponudbe.si](https://ejn.gov.si/eponudbe.si)) najkasneje do 17. septembra 2019 do 10.00. Za oddano ponudbo se šteje ponudba, ki je v informacijskem sistemu e-JN označena s statusom »ODDANO«.

Clarifications in connection with the procurement documents shall be provided by the contracting authority in response to written queries. Queries shall be published on the Public Procurement Portal, without citation of the source, together with the responses. All responses and information published there shall be deemed a clarification, supplement or amendment to the procurement documents; their content shall become an integral part thereof and shall be binding upon tenderers and the contracting authority. In the event of the amendment of the procurement documents, the contracting authority may extend the deadline for submission of tenders should it judge this necessary.

Interested parties may submit queries via the Public Procurement Portal. There will be no meeting with tenderers.

12. SUBMISSION OF TENDER

Website: EJN2

Tenderers shall submit their tenders to the e-JN (electronic public procurement) information system at <https://ejn.gov.si/eJN2>, in accordance with point 3 of the Instructions for the use of the information system for the use of the functionality of the electronic submission of e-JN tenders: TENDERERS (hereinafter: Instructions for the Use of e-JN), which are part of this tender documentation and are published on <https://ejn.gov.si/eJN2>.

Prior to submitting a tender, tenderers shall register at <https://ejn.gov.si/eJN2>, in accordance with the Instructions for the Use of e-JN. Tenderers who are already registered on the e-JN information system should log into the application at the same address.

The tenderer's user who is authorised to submit tenders in the e-JN information system shall submit the tender by clicking on the "Submit" button. The e-JN information system records the identity of the user and the time of submission of the tender when submitting offers. The user, through the act of submitting the tender, will prove and declare the will to submit a binding tender on behalf of the tenderer (Article 18 of the Code of Obligations). By submitting a tender, it is binding on the time indicated in the tender, unless the tenderer's user withdraws or changes it before the expiration of the deadline for the submission of tenders.

Tenders shall be deemed to have been submitted on time if the contracting entity receives them via the e-JN system (<https://ejn.gov.si/eJN2>) by 10 am on 17 September 2019. A tender is regarded as having been submitted if it is designated as "SUBMITTED" in the e-JN information system.

⁶ [Obligacijski zakonik](#) (Uradni list RS, št. 97/07 – uradno prečiščeno besedilo, 64/16 – odl. US in 20/18 – OROZ631)

Po preteku roka za predložitev ponudb ponudbe ne bo več mogoče oddati.

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

Dostop do povezave za oddajo elektronske ponudbe v tem postopku javnega naročila je na naslednji povezavi:

https://ejn.gov.si/ponudba/pages/aktualno/aktualno_ja_vno_narocilo_podrobno.xhtml?zadevald=11065

Access to the link for the submission of an electronic tender in this public procurement procedure is via https://ejn.gov.si/ponudba/pages/aktualno/aktualno_ja_vno_narocilo_podrobno.xhtml?zadevald=11065

13. UMIK, SPREMEMBA ALI DOPOLNITEV PONUDBE

13. WITHDRAWAL, REVISION OR SUPPLEMENTATION OF TENDER

Portal EJN2:

Ponudnik lahko do roka za oddajo ponudb svojo ponudbo umakne ali spremeni. Če ponudnik v informacijskem sistemu e-JN svojo ponudbo umakne, se šteje, da ponudba ni bila oddana in je naročnik v sistemu e-JN tudi ne bo videl. Če ponudnik svojo ponudbo v informacijskem sistemu e-JN spremeni, je naročniku v tem sistemu odprta zadnja oddana ponudba.

Website: EJN2

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

14. ODPIRANJE PONUDB

14. OPENING OF TENDERS

Portal EJN2:

Odpiranje ponudb bo potekalo avtomatično v informacijskem sistemu e-JN (oz. eponudbe) dne **17. septembra 2019** in se bo začelo ob **10.15** na spletnem naslovu <https://ejn.gov.si/eJN2>.

Website: EJN2

The opening of tenders shall take place automatically within the e-JN information system on **17 September 2019** and shall begin at **10.15 am** online at <https://ejn.gov.si/eJN2>.

Odpiranje poteka tako, da informacijski sistem e-JN samodejno ob uri, ki je določena za javno odpiranje ponudb, prikaže podatke o ponudniku, o variantah, če so bile zahtevane oziroma dovoljene, ter omogoči dostop do .pdf dokumenta, ki ga ponudnik naloži v sistem e-JN pod razdelek "Predračun". Javna objava se avtomatično zaključi po preteku 60 minut. Ponudniki, ki so oddali ponudbe, imajo te podatke v informacijskem sistemu e-JN na razpolago v razdelku "Zapisnik o odpiranju ponudb".

The opening process shall take place with the e-JN information system displaying the tenderer's details and the variants (if required or permitted) automatically at the time set for the public opening of tenders and enabling access to the pdf document that the tenderer uploads to the e-JN system under the "Quote" section. The public announcement procedure shall automatically conclude after 60 minutes. Tenderers that have submitted tenders shall have these details available to them in the "Records on the opening of tenders" section of the e-JN information system.

15. DELNE PONUDBE / VARIANTNE PONUDBE

15. PARTIAL TENDERS / VARIANT TENDERS

Ponudniki, ki bodo oddali le delno ponudbo upoštevaje dokumentacijo, bodo izločeni iz nadaljnjega postopka oz. bo ponudba smatrana kot nedopustna.

Tenders offering to provide only a part of the service set out in these procurement documents shall be excluded from the subsequent procedure, and shall be deemed inadmissible.

Ponudbo je mogoče predložiti le za celotno naročilo in ne v variantah.

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

16. MERILA ZA OCENJEVANJE PONUDB

16. TENDER SELECTION CRITERIA

Naročnik bo izbral ponudnika na podlagi merila "ekonomsko najugodnejša ponudba", pri čemer mora ponudnik izpolnjevati vse pogoje iz dokumentacije v zvezi z javnim naročilom.

The contracting authority shall select the tenderer on the basis of the criterion of the most economically advantageous tender, whereby the tenderer must satisfy all the conditions set out by the procurement documents.

The contracting authority shall select the tenderer

Naročnik bo izbral ponudnika, ki bo ponudil naročniku najvišjo ceno odkupa kovine. V ponudbeni ceni pa morajo biti vključeni vsi stroški uničenja (pretaljevanja) tolarских kovancev. Naročnik bo pri izbiri ponudnika upošteval cene brez DDV.

V primeru povsem enake ponujene cene, bo izbrana ponudba, ki bo vložena prej v informacijski sistem. V primeru dopolnitve/spremembe ponudbe se šteje, da je ponudba vložena takrat, ko je prispela zadnja dopolnitev/sprememba ponudbe in pred rokom za oddajo ponudbe navedenim v točki 12.

17. VREDNOST PONUDBE

Vrednost ponudbe mora biti razvidna iz Ponudbe (*Obrazec 1*) in mora upoštevati vse elemente, ki vplivajo na njen izračun; izražena mora biti v eurih brez DDV.

18. ROK VELJAVNOSTI PONUDB

Ponudbe morajo biti veljavne 210 dni od roka za oddajo ponudb. V primeru krajšega roka veljavnosti ponudbe se ponudba zavrne/izključi iz postopka oddaje javnega naročila.

Naročnik lahko zahteva, da ponudniki podaljšajo čas veljavnosti ponudb za določeno dodatno obdobje. Če ponudnik ne ravna v skladu z zahtevo naročnika, se šteje, da je umaknil ponudbo.

Če je bilo v dokumentaciji javnega naročila zahtevano finančno zavarovanje za resnost ponudbe, je treba s podaljšanjem veljavnosti ponudbe podaljšati tudi veljavnost finančnega zavarovanja za resnost ponudbe. V nasprotnem primeru se šteje, da je ponudnik ponudbo umaknil in bo naročnik dano in veljavno finančno zavarovanje unovčil.

19. ODLOČITVE V POSTOPKIH JAVNEGA NAROČANJA

Naročnik si pridržuje pravico izkoristiti vse možnosti odločitev iz 90. člena ZJN-3 brez kakršnekoli odškodninske odgovornosti.

Naročnik o vseh odločitvah v skladu z 90. členom ZJN-3 obvesti ponudnike in kandidate na način, da podpisano odločitev iz tega člena objavi na portalu javnih naročil. Odločitev se šteje za vročeno z dnem objave na portalu javnih naročil. Če se v objavi odločitve na portalu javnih naročil ni mogoče sklicevati na objavljeno povabilo k sodelovanju, naročnik odločitev vroči v skladu z zakonom, ki ureja upravni postopek, in na dan odpošiljanja ponudniku ali kandidatu tudi objavi na portalu javnih naročil.

that offers the contracting authority the highest price for the purchase of the metal. The tender price shall include all costs of destroying (melting down) the tolar coins. The contracting authority shall take account of prices without VAT in selecting the preferred tenderer.

If two tenders have equal prices, the contracting authority shall select the tender that is delivered first to the information system. In the event of supplementation/revision of a tender, the tender shall be deemed to have been delivered when the final supplementation/revision of the tender arrived, if received by the contracting authority before the deadline for submission set out in point 12.

17. TENDER VALUE

The value of the tender must be evident in the tender (Form 1), and must take account of all elements affecting its calculation; it must be expressed in euros, without VAT.

18. VALIDITY OF TENDERS

Tenders must be valid for 210 days after the deadline for submission of tenders. Should the validity of the tender be shorter, the tender shall be rejected/excluded from the procedure to award the public contract.

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

If a bid bond was required in the procurement documents, the validity of the bid bond shall also be extended with the extension of the validity of the tender; otherwise the tenderer shall be deemed to have withdrawn the tender, and the contracting authority shall redeem the valid bid bond delivered.

19. DECISIONS IN PUBLIC PROCUREMENT PROCEDURES

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

The contracting authority shall inform tenderers and candidates of all decisions in accordance with Article 90 of the ZJN-3 by publishing the signed decision referred to in this article on the Public Procurement Portal. The decision shall be deemed to have been delivered on the day of its publication on the Public Procurement Portal. If in the publication of the decision on the Public Procurement Portal it is not possible to refer to a published invitation to participate, the contracting authority shall deliver the decision in accordance with the law governing

prostovoljno obvestilo za predhodno transparentnost, če je to glede na vrednost primerno, pa tudi v Uradnem listu Evropske unije.

20. POSTOPKI PO IZDAJI OBVESTILA O ODDAJI NAROČILA

O izbiri ponudnika bo naročnik na način iz prejšnje točke teh navodil s sklepom obvestil vse, ki so oddali ponudbe.

Sklep bo vseboval naročnikove ugotovitve in razloge za sprejeto odločitev.

Izbrani ponudnik bo moral podpisati pogodbo najkasneje v 48 dneh od pravnomočnosti odločbe o oddaji naročila, sicer se bo štelo, da je odstopil od ponudbe.

21. PROTIKORUPCIJSKO DOLOČILO

V času postopka oddaje javnega naročila naročnik in ponudnik ali tretje osebe ne smeta/smejo začeti in izvajati dejanj, ki bi vnaprej določili izbor določene ponudbe.

V času od izbire ponudbe do začetka veljavnosti pogodbe naročnik in ponudnik ne smeta začeti in izvajati dejanj, ki bi lahko povzročila, da pogodba ne bi začela veljati ali da ne bi bila izpolnjena. V primeru ustavitve postopka nobena stran ne sme začeti in izvajati postopkov, ki bi oteževali razveljavitev ali spremembo odločitve o izbiri, ali ki bi vplivali na nepristranskost naročnika in/ali Državne revizijske komisije.

22. PRAVNI POUK

Pravna podlaga, roki in pravica do vložitve revizije

Pravno varstvo zoper kršitve v postopkih javnega naročanja zagotavlja Zakon o pravnem varstvu v postopkih javnega naročanja (Uradni list RS, št. 43/11, 60/11 – ZTP-D, 63/13, 90/14 – ZDU-11 in 60/17; v nadaljevanju: **ZPVPJN**):

- v pred revizijskem postopku pred naročnikom,
- v revizijskem postopku pred Državno revizijsko komisijo in
- v sodnem postopku, ki na prvi stopnji poteka pred okrožnim sodiščem.

Aktivno legitimacijo v predrevizijskem in revizijskem postopku ima:

- vsaka oseba, ki ima ali je imela interes za dodelitev javnega naročila, sklenitev okvirnega sporazuma ali vključitev v dinamični nabavni sistem ali kvalifikacijski sistem in ji je ali bi ji

administrative proceedings, and on the day that it is sent to the tenderer or the candidate shall also publish a voluntary notice for prior transparency on the Public Procurement Portal, and, if appropriate with regard to the value, also in the Official Journal of the European Union.

20. PROCEDURES AFTER ISSUE OF CONTRACT AWARD NOTICE

The contracting authority shall via a resolution inform all those who submitted tenders of the selection of the tenderer, in the manner set out in the previous point.

The resolution shall contain the contracting authority's findings and the grounds for the decision taken.

The selected tenderer shall sign a contract within 48 days of the decision to award a public contract becoming final; otherwise it shall be deemed to have withdrawn from the tender.

21. ANTI-CORRUPTION CLAUSE

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

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

22. LEGAL REMEDY

Legal basis, deadlines and right to request review

Legal protection against breaches of public procurement procedures is guaranteed by the Legal Protection in Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia, Nos. 43/11, 60/11 [ZTP-D], 63/13, 90/14 [ZDU-11] and 60/17; hereinafter: the **ZPVPJN**):

- in the pre-review procedure before the contracting authority,
- in the review procedure before the National Review Commission, and
- in judicial proceedings before the district court in the first instance.

The following shall have the right of action in pre-review and review procedures:

- any person who has or had an interest in the award of a public contract, the conclusion of a framework agreement or inclusion in a dynamic purchasing system or a qualitative selection system, and who has or could have suffered

- lahko z domnevno kršitvijo nastala škoda,
- zagovornik javnega interesa (Ministrstvo za finance, Računsko sodišče RS, Agencija RS za varstvo konkurence, Komisija za preprečevanje korupcije).

Če je rok za oddajo prijav ali ponudb že potekel, se šteje, da je interes za dodelitev javnega naročila izkazala tista oseba, ki je oddala pravočasno prijavo oziroma ponudbo. V primeru konkurenčnega dialoga, konkurenčnega postopka s pogajanjem ali postopka s pogajanjem brez predhodne objave, ki ga naročnik ob upoštevanju določb zakona, ki ureja javno naročanje, izvaja zaradi prejšnjega neuspešno izvedenega postopka, se interes za dodelitev javnega naročila prizna tudi kandidatu ali ponudniku, ki je v prejšnjem neuspešnem postopku pravočasno oddal prijavo oziroma ponudbo in v tem postopku ni bil povabljen k oddaji ponudbe, pa bi v skladu z zakonom, ki ureja javno naročanje, moral biti. Kadar je v postopku oddaje javnega naročila predložena skupna ponudba, lahko zahtevek za revizijo vloži katerakoli od oseb, ki so oddale skupno ponudbo.

Zahtevek za revizijo mora vsebovati:

- ime in naslov vlagatelja zahtevka ter kontaktno osebo,
 - ime naročnika,
 - oznako javnega naročila ali odločitve o dodelitvi javnega naročila ali o priznanju sposobnosti,
 - predmet javnega naročila,
 - očitane kršitve,
 - dejstva in dokaze, s katerimi se kršitve dokazujejo,
 - pooblastilo za zastopanje v pred revizijskem in revizijskem postopku, če vlagatelj nastopa s pooblaščenecem,
 - navedbo, ali gre v konkretnem postopku javnega naročila za sofinanciranje iz evropskih sredstev in iz katerega sklada
 - potrdilo o plačilu takse iz prvega, drugega, tretjega ali četrtega odstavka 71. člena tega zakona.
- damage as a result of the alleged breach,
- an advocate of the public interest (the Ministry of Finance, the Court of Audit of the Republic of Slovenia, the Competition Protection Agency, the Commission for the Prevention of Corruption).
- If the deadline for submission of requests to participate or tenders has already passed, an interest in the award of a public contract shall be considered to have been demonstrated by any person who has submitted a timely request to participate or tender. In the case of competitive dialogue, a competitive negotiated procedure or a negotiated procedure without prior publication of a contract notice that, having regard for the law governing public procurement, the contracting authority is conducting because of a previous unsuccessful procedure, interest in the award of a public contract shall also be recognised in respect of a candidate or tenderer who submitted a request to participate or tender in due time in the previous unsuccessful procedure and was not invited to submit a tender in the procedure but who, pursuant to the law governing public procurement, should have been so invited. When a joint tender has been submitted in a procedure to award a public contract, a request for review may be filed by any of the persons that submitted the joint tender.
- The request for review must contain:
- the name and address of the request applicant and the contact person,
 - the name of the contracting authority,
 - an indication of the public contract or the decision to award a public contract or on the recognition of qualifications,
 - the subject of the public contract,
 - the alleged breaches,
 - the facts and evidence that prove a breach to have occurred,
 - authorisation to act in the pre-review and review procedure, if a representative is acting on behalf of the applicant,
 - an indication whether the public procurement procedure in question involves co-financing from European funds and, if so, which fund,
 - confirmation of payment of the fee referred to in the first, second, third or fourth paragraphs of Article 71 of the ZJN-3.

Rok za vložitev zahtevka za revizijo, ki se nanaša na vsebino objave, povabilo k oddaji ponudbe ali dokumentacijo v zvezi z javnim naročilom, je deset delovnih dneh:

- o od dneva objave obvestila o javnem naročilu ali
- o od dneva objave obvestila o dodatnih informacijah, informacijah o nedokončanem postopku ali popravku, če se s tem obvestilom spreminjajo ali dopolnjujejo zahteve ali merila

The deadline for filing a request for review in relation to the content of the contract notice, the invitation to tender or the procurement documents, is ten business days of:

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

- za izbiro najugodnejšega ponudnika,
o od dneva prejema povabila k oddaji ponudb.

Ne glede na navedeno v prejšnjem odstavku zahtevka za revizijo ni dopustno vložiti po roku za prejem ponudb, razen če je naročnik v postopku javnega naročanja določil rok za prejem ponudb, ki je krajši od desetih delovnih dni. V tem primeru se lahko zahtevek za revizijo vložijo v desetih delovnih dneh od dneva objave obvestila o naročilu.

Zagovornik javnega interesa lahko zahtevek za revizijo vložijo v kateri koli fazi postopka oddaje javnega naročila v 45 delovnih dneh od dneva, ko je izvedel za kršitev, vendar najpozneje v 12 mesecih od začetka izvajanja pogodbe ali posameznega naročila, oddanega na podlagi okvirnega sporazuma ali v dinamičnem nabavnem sistemu.

Vlagatelj mora k zahtevku za revizijo priložiti potrdilo o plačilu takse⁷, določeno v skladu z 71. členom ZPVPJN:

- v višini 4.000 €, če se zahtevek za revizijo nanaša na vsebino objave ali na dokumentacijo v zvezi z javnim naročilom.

Vlagatelj mora takso plačati na podračun, odprt za namen plačila taks za pred revizijski in revizijski postopek:

- na transakcijski račun; SI56 0110 0100 0358 802 pri Banki Slovenije – Izvrševanje proračuna,
- SWIFT koda: BS LJ SI 2X
- IBAN: SI56011001000358802
- sklic: 11 16110-7111290-XXXXXXLL

Sklic je sestavljen iz treh delov, in sicer P1-P2-P3. Prva dva dela sklica, P1 in P2, sta vselej enaka in se pišeta z vezajem.

P1: 16110

P2: 7111290

P3: tretji del sklica predstavlja številko objave obvestila o naročilu, izjemoma pa referenčno številko naročila, zato je za vsak postopek javnega naročanja drugačen. V primeru taks za postopek revizije pred Državno revizijsko komisijo, ki se plača na podlagi njenega sklepa, se v P3 povzame številka tega sklepa. P3 je sestavljen iz 8 cifer, od tega zadnji dve predstavljata navedbo letnice iz številke objave oziroma navedbo letnice iz referenčne številke.

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

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

In the request for review, the applicant must enclose confirmation of payment of the fee⁷ set out in accordance with Article 71 of the ZPVPJN:

- in the amount of EUR 4,000 when the request for review relates to the content of the contract notice or the procurement documents.

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

- current account: SI56 0110 0100 0358 802 at the Bank of Slovenia (budget implementation),
- SWIFT: BS LJ SI 2X
- IBAN: SI56011001000358802
- reference: 11 16110-7111290-XXXXXXLL

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

P1: 16110

P2: 7111290

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

številk: 2.09.3.1.00-200/2018/1
datum: 3. julij 2019

number: 2.09.3.1.00-200/2018/1
date: 3 July 2019

⁷ Zagovornik javnega interesa je kot vlagatelj oproščen plačila takse. / An advocate of the public interest is exempted from the payment of the fee as the applicant.

Za naročnika:
Andraž Južnič
Generalni sekretar

For the contracting authority:
Andraž Južnič
Secretary General

Obrazec 1: PONUDBA
Form 1: TENDER

Ponudnik oziroma nosilec ponudbe/ *Tenderer or lead tenderer:*

Bank of Slovenia
 Slovenska cesta 35
 1505 Ljubljana

Na osnovi Javnega naročila št. 2.09.3.1.00-200/2018/1 za Odkup in uničenje tolarskih kovancev, objavljenega na Portalu javnih naročil in v Uradnem listu EU, vam dajemo naslednjo
Based on public procurement procedure with number 2.09.3.1.00-200/2018/1 for Purchase and destruction of tolar coins, published on the Public Procurement Portal and in the Official Journal of the European Union, we hereby submit the following

PONUDBO / TENDER

I.

Zap. št. / Nr.	Nominalna vrednost tolarskih kovancev / <i>Nominal value of tolar coins</i>	Kemijska sestava kovine kovancev / <i>Chemical composition of coins</i>	Masa (kg) / <i>Mass (kg)</i>	Cena, ki jo prejme naročnik za odkup enega kilograma kovancev/kovine EUR (brez DDV) / <i>Price received by contracting authority for purchase of one kg of coins/metal EUR (without VAT)</i>	Skupna cena, ki jo prejme naročnik za odkup celotne mase kovancev/kovine EUR (brez DDV) / <i>Total price received by contracting authority for purchase of entire mass of coins/metal EUR (without VAT)</i>
1a	500 SIT	75% Cu, 25% Ni (jedro kovanca / core) 78% Cu, 20% Zn, 2% Ni (obod kovanca / outer ring)	537,8		
1b	10 SIT, 20 SIT, 50 SIT, 100 SIT	75% Cu, 25% Ni	8.713,0		
1c	1 SIT, 2 SIT, 5 SIT	78% Cu, 20% Zn, 2% Ni	15.376,7		
1d	0,1 SIT, 0,2 SIT, 0,5 SIT	98% Al, 2% Mg	94,0		
1.	Skupna cena, ki jo prejme naročnik za odkup celotne mase kovancev/kovine EUR (brez DDV) (seštevek 1a+1b+1c+1d) /				

	Total price received by contracting authority for purchase of entire mass of coins/metal EUR (without VAT) (sum of 1a+1b+1c+1d)	
2.	Uničenje/Pretopitev vseh kovancev / Destruction/melting-down of all coins	

SKUPNA POGODBENA VREDNOST ZA ODKUP (CELOTNE MASE KOVINE) ZMANJŠANA ZA STROŠKE UNIČENJA / PRETALJEVANJA (1-2) ZNAŠA: TOTAL CONTRACT VALUE FOR PURCHASE OF TOTAL MASS OF METAL LOWERED BY COSTS RISEN BY DESTRUCTION / MELTING-DOWN OF THE METAL (1-2):		EUR (brez DDV) EUR (without VAT)
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Cene za čas veljavnosti ponudbe so fiksne in ne vsebujejo DDV-ja. Ponudnik v stroških uničenja pod točko 2 v tabeli upošteva vse stroške povezane z nalaganjem kovancev na lokaciji v Novem Mestu, transportnimi stroški prevoza kovancev in drugimi manipulativnimi in administrativnimi stroški povezanimi z odkupom in kasnejšim uničevanjem/pretaljevanjem tolarskih kovancev v kovino oziroma vse stroške tega naročila. Naročnik ocenjuje in pričakuje, da bodo navedeni stroški predstavljali manjši delež vrednosti iz točke 1.

The prices are fixed for the period that the tender is valid, and are without VAT. The tenderer includes in the cost of destruction under the point 2 in the table all costs related to the loading of the coins at the location in Novo Mesto, costs for transporting the coins, and other manipulation costs and administration costs related to the purchase and subsequent destruction / melting-down of tolar coins into metal, i.e. all the costs of this public service contract. The contracting authority assesses and expects that the costs will represent a minor share of the value under point 1.

Kemijske oznake elementov, ki sestavljajo material tolarskih kovancev.

Chemical elements contained in tolar coins:

Al – Aluminij / Aluminium
Cu – Baker / Copper
Mg – Magnezij / Magnesium
Ni – Nikelj / Nickel
Zn – Cink / Zinc

II.

Podatki o ponudniku / Information about the tenderer:

Firma, sedež, matična in davčna številka / Business name, registered address, registration number, tax number:	
Telefon, telefaks, e-pošta / Telephone, fax, email:	
Transakcijski račun / Current account number	
Odgovorna oseba za podpis pogodbe, funkcija / Person with power to sign contract, position:	
Kontaktna oseba*, telefon, telefaks e-pošta / Contact person*, telephone, fax, email:	

* Poudarjamo, da naša kontaktna oseba v skladu z 89. členom ZUP (Zakona o upravnem postopku) predstavlja tudi pooblaščenca za vročitve.

** It should be noted that our contact person is also the authorised recipient pursuant to Article 89 of the ZUP (The Law on General Administrative Procedure).*

III.

S to ponudbo nastopamo (ustrezno označite)
In this tender we are acting as (indicate as appropriate):

- ☐ samostojni ponudnik ali / a sole tenderer, or
☐ ponudnik s podizvajalci / a tenderer with the following subcontractors:

št. / nr.	Firma in sedež / Business name and registered office
1.	
2.	
3.	

(Opomba: Obvezno izpolnite Obrazec 3, NE pa Obrazca 2)

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

Priloga; Pisni dogovor med ponudnikom in podizvajalcem, da bosta sklenila pogodbo, z vsebino in v skladu s 5. poglavjem navodil te dokumentacije javnega naročila.

Enclosed: Written agreement between the tenderer and the subcontractor that they will conclude a contract with relevant content in accordance with point 5 of the instructions in the procurement documents.

Če podizvajalec zahteva neposredno plačilo (94. člen ZJN-3) mora podizvajalec izpolniti naslednjo izjavo⁸:
A subcontractor that requires direct payment (Article 94 of the ZJN-3) must complete the following declaration⁸:

Podizvajalec _____, ki sodelujem pri
javnem naročilu _____ izjavljam, da
zahtevam (ustrezno označite) neposredno plačilo od naročnika.

V _____,

Podpis podizvajalca:

*Subcontractor _____, which is participating in
the public service contract _____ hereby
declares that*

it requires (indicate as appropriate) direct payment from the contracting authority.

Done in _____, on

Subcontractor's signature:

Kopijo pogodbe s podizvajalcem/ci, sklenjeno pod pogoji iz 5. točke navodil, bomo kot izbrani ponudnik naročniku predložili ob podpisu pogodbe o izvedbi javnega naročila. V primeru spremembe podizvajalca (ob predhodnem soglasju naročnika) pa v roku 3 delovnih dni po sklenitvi pogodbe s podizvajalcem.

As the selected tenderer, we will submit a copy of the contract with the subcontractor(s) concluded under the terms set out in point 5 of the instructions to the contracting authority upon the signing of the public

⁸ Če več podizvajalcev zahteva neposredno plačilo, mora vsak izpolniti priloženo izjavo in jo priložiti obrazcu. / If there are several subcontractors requiring direct payment, each shall complete a declaration and shall enclose it in this form.

contract. In the event of a change of subcontractor (with the contracting authority's prior consent), the copy will be submitted within three business days of being concluded with the new subcontractor.

Kot ponudnik izjavljamo, da bomo naročniku v primeru izbora naše ponudbe proti plačilu v celoti odgovarjali za izvedbo naročila, ne glede na zgoraj navedene podizvajalce.

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

IV.

☐ **v skupni ponudbi z naslednjimi skupnimi ponudniki / in a joint tender with the following joint tenderers:**

št. / nr.	Firma in sedež / Business name and registered office
1.	
2.	
3.	

(Opomba: V primeru skupne ponudbe se obvezno izpolni Obrazec 2, NE pa Obrazec 3)

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

Priloga: Pisna pogodba med skupnimi ponudniki za izvedbo predmetnega javnega naročila, ki vsebuje podatke, v skladu s 5. poglavjem navodil te dokumentacije javnega naročila. Skupni ponudniki se morajo v pogodbi dogovoriti, da bodo solidarno in neomejeno odgovarjali naročniku za vse obveznosti iz tega javnega naročila.

Enclosed: A written contract between the joint tenderers for the performance of the public contract that contains the information in accordance with point 5 of the instructions in the procurement documents. In the contract the joint tenderers must agree that they are jointly and severally liable without limitation to the contracting authority for all the obligations arising from this public service contract.

V.

Ponudba velja do vključno sedem mesecev od roka za predložitev ponodb.

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

Kraj in datum
Place and date:

Podpis odgovorne osebe
Signature of responsible person:

NAVODILO: Ponudnikova odgovorna oseba obrazec izpolni, elektronsko oddani obrazec v informacijskem sistemu e-JN pa šteje za datiranega in podpisanega in je tako zavezujoč za ponudnika v razmerju do naročnika.

INSTRUCTIONS: The tenderer's responsible person completes the form, and the electronic submission form in the ePonudbe information system is considered dated and signed and thus binding on the provider in relation to the client.

Obrazec 2: IZJAVA SKUPNIH PONUDNIKOV
Form 2: DECLARATION OF JOINT TENDERERS

I

Podpisani / The undersigned

_____ (ime in priimek pooblastitelja) / (first name and surname of authorised representative)

z nazivom / with
the title

Iz /
of

_____ (funkcija) /
(position)

_____ (firma in sedež podjetja) / (business name and registered
office of firm)

Podpisani / The undersigned

_____ (ime in priimek pooblastitelja) / (first name and surname of authorised representative)

z nazivom / with
the title

Iz /
of

_____ (funkcija) /
(position)

_____ (firma in sedež podjetja) / (business name and registered
office of firm)

Podpisani / The undersigned

_____ (ime in priimek pooblastitelja) / (first name and surname of authorised representative)

z nazivom / with
the title

Iz /
of

_____ (funkcija) /
(position)

_____ (firma in sedež podjetja) / (business name and registered
office of firm)

naročniku potrjujemo, da smo navedene osebe odgovorne osebe posamičnega ponudnika, ki dajemo skupno ponudbo in s tem dokumentom

pooblaščamo _____ (ime in priimek pooblaščenca)

z nazivom _____ (funkcija)

iz _____ (firma in sedež podjetja – nosilca ponudbe),

ki se podpisuje _____ in parafira _____,

- da v našem imenu podpiše in odda skupno ponudbo na to javno naročilo,
- da za namen skupne ponudbe nastopa kot naša skupna kontaktna oseba,
- da v skladu z 89. členom ZUP predstavlja tudi našega pooblaščenca za vročitve,
- da, če bo naša ponudba izbrana za izvedbo javnega naročila, podpiše pogodbo o izvedbi tega naročila.

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

authorise _____ (first name and surname of authorised person)

with the title _____ (position)

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

who signs _____ and initials _____,

- to sign and submit a joint tender for this public contract on our behalf,
- to act as our joint contact person for the purposes of the joint tender,
- to act as our authorised recipient pursuant to Article 89 of the ZUP,
- to sign the public contract in the event of the selection of our joint tender for the performance of the public contract.

II

Vsak podpisani skupni ponudnik izjavljam:

- da elektronsko oddana ponudba v informacijskem sistemu šteje za datirano in podpisano z naše strani razen kjer je podpis pri posamičnih obrazcih še posebej zahtevan) in da so vsi deli naše ponudbe zavezujoči za nas kot ponudnika v razmerju do naročnika,
- da sprejemam vse pogoje in zahteve, ki izhajajo iz dokumentacije v zvezi z predmetnim javnim naročilom "Odkup in uničenje tolarskih kovancev",
- da sprejemam izključno uporabo slovenskega prava, pristojnost Državne revizijske komisije in slovensko sodno pristojnost v zvezi s tem javnim naročilom,
- da so vsi podatki v naši skupni ponudbi resnični in nezavajajoči in da so vse kopije dokumentov enake originalu,
- da pri tej skupni ponudbi dodeljenega javnega naročila brez predhodnega pisnega dogovora z drugimi izvajalci in z naročnikom ne bom prenesel na drugega izvajalca,
- da bo tisti (mi ali podizvajalec), ki bo izvajal pretaljevanje kovine, registriran za dejavnost proizvodnje kovin in/ali proizvodnje kovinskih izdelkov, razen strojev in naprav (Dejavnost C.24 in C.25 upošteva Standardno klasifikacijo dejavnosti SKD 2008 oz. drugo ustrezno potrdilo iz katerega bo razvidna registrirana dejavnost za pretaljevanje in taljenje kovin). Prilagamo potrdilo o registrirani dejavnosti pristojnega organa gospodarskega subjekta, ki bo izvajal dejavnost pretaljevanja.

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

- *electronically submitted tender in information system is considered dated and signed (except by individual forms where signature is additionally required) and that all parts of our tender are binding for the tenderer in the relation to Contracting authority,*
- *we accept all the conditions and requirements of the procurement documents for "Purchase and destruction of tolar coins",*
- *we accept the exclusive application of Slovenian law, the jurisdiction of the National Review Commission and the authority of the Slovenian court in connection with this public contract,*
- *all information provided in our joint tender is true and not misleading, and that all copies of documents correspond to the originals, and*
- *in the context of this joint tender, we will not transfer the awarded public contract to another contractor without the prior written agreement of the other contractors and the contracting authority*
- *that we (the subcontractor or subcontractor) who will carry out the melting-down metal is registered for the production of metals and / or the manufacture of metal products, except machinery and equipment (Activity C.24 and C.25, taking into account the Standard Industrial Classification SKD 2008 or similar certificate, which attest registration of the company for melting-down of metal). We attach a certificate on the registered activity of the competent body of the economic operator, which will carry out the overwork operation.*

Naročniku s tem v zvezi priznavamo pravico preveriti resničnost podatkov in verodostojnost kopij dokumentov po 4. alineji prejšnjega odstavka.

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

Za podatke v ponudbi, za njihovo resničnost in ustreznost prevzemam polno odgovornost.

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

Kraj in datum / *Place and date:*

Žig / *Stamp:*

Podpis pooblastitelja / *Signature
of authorised representative:*

Kraj in datum / *Place and date:*

Žig / *Stamp:*

Podpis pooblastitelja / *Signature
of authorised representative:*

Kraj in datum / *Place and date:*

Žig / *Stamp:*

Podpis pooblastitelja / *Signature
of authorised representative:*

NAVODILO: Vse odgovorne osebe ponudnikov v skupni ponudbi in njihova pooblaščenca oseba (nosilca ponudbe) pooblastilo izpolnijo in podpišejo. Pooblaščenca oseba nosilca ponudbe v elektronsko oddani ponudbi predloži skeniran obrazec z zahtevanimi podpisi.

INSTRUCTIONS: All responsible persons of the tenderers in the joint offer and their authorized person (tenderer) shall complete and sign the authorization. The authorized person of the tenderer in the electronically submitted tender shall submit a scanned form with the required signatures.

Obrazec 3: IZJAVA O SPREJEMANJU RAZPISNIH POGOJEV /
Form 3: DECLARATION OF ACCEPTANCE OF TENDER CONDITIONS

Ponudnik / Tenderer:

izjavljamo / hereby declares that:

- da elektronsko oddana ponudba v informacijskem sistemu šteje za datirano in podpisano z naše strani razen kjer je podpis pri posamičnih obrazcih še posebej zahtevan) in da so vsi deli naše ponudbe zavezujoči za nas kot ponudnika v razmerju do naročnika,
- *electronically submitted tender in information system is considered dated and signed (except by individual forms where signature is additionally required) and that all parts of our tender are binding for the tenderer in the relation to Contracting authority,*
- da sprejemamo vse pogoje in zahteve dokumentacije v zvezi s predmetnim javnim naročilom "Odkup in uničenje tolarskih kovancev",
- *we accept all the conditions and requirements of the procurement documents for "Purchase and destruction of tolar coins",*
- da sprejemamo izključno uporabo slovenskega prava, pristojnost Državne revizijske komisije in slovensko sodno pristojnost v zvezi s tem javnim naročilom,
- *we accept the exclusive application of Slovenian law, the jurisdiction of the National Review Commission and the authority of the Slovenian court in connection with this public contract,*
- da so vsi podatki v naši ponudbi resnični in nezavajajoči in da so vse kopije dokumentov enake originalu in
- *all information provided in our tender is true and not misleading, and that all copies of documents correspond to the originals, and*
- da dodeljenega javnega naročila brez predhodnega pisnega dogovora z naročnikom ne bomo prenesli na drugega izvajalca.
- *we will not transfer the awarded public contract to another contractor without the prior written agreement of the contracting authority.*
- da bo tisti (mi ali podizvajalec), ki bo izvajal pretaljevanje kovine, registriran za dejavnost proizvodnje kovin in/ali proizvodnje kovinskih izdelkov, razen strojev in naprav (Dejavnost C.24 in C.25 upošteva Standardno klasifikacijo dejavnosti SKD 2008 oz. drugo ustrezno potrdilo iz katerega bo razvidna registrirana dejavnost za pretaljevanje in taljenje kovin). Prilagamo potrdilo o registrirani dejavnosti pristojnega organa gospodarskega subjekta, ki bo izvajal dejavnost pretaljevanja.
- *that we (the subcontractor or subcontractor) who will carry out the melting-down metal is registered for the production of metals and / or the manufacture of metal products, except machinery and equipment (Activity C.24 and C.25, taking into account the Standard Industrial Classification SKD 2008 or similar certificate, which attest registration of the company for melting-down of metal). We attach a certificate on the registered activity of the competent body of the economic operator, which will carry out the overwork operation.*

Naročniku s tem v zvezi priznavamo pravico preveriti resničnost podatkov in verodostojnost kopij dokumentov po četrti alineji prejšnjega odstavka.

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

Za podatke v ponudbi, za njihovo resničnost in ustreznost prevzemamo polno odgovornost.

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

Kraj in datum / *Place and date:*

Podpis / *Signature:*

NAVODILO: *NAVODILO:* Ponudnikova odgovorna oseba obrazec izpolni, elektronsko oddani obrazec v informacijskem sistemu pa šteje za datiranega in podpisanega in je tako zavezujoč za ponudnika v razmerju do naročnika.

INSTRUCTIONS: *The tenderer's responsible person completes the form, and the electronic submission form in the ePonudbe information system is considered dated and signed and thus binding on the provider in relation to the contracting authority.*

Obrazec 4: POOBLASTILO ZA PRIDOBITEV PODATKOV IZ URADNIH EVIDENC
Form 4: AUTHORISATION TO OBTAIN INFORMATION FROM THE OFFICIAL RECORDS

Gospodarski subjekt in vsaka oseba, ki je članica upravnega, vodstvenega ali nadzornega organa tega gospodarskega subjekta ali ki ima pooblastila za njegovo zastopanje (podpis pogodbe) ali odločanje ali nadzor v njem pooblašča Banko Slovenije, da v primeru utemeljenega dvoma pridobi vse potrebne informacije za preverjanje izpolnjevanja pogojev iz te dokumentacije javnega naročila pri pristojnih organih oziroma iz ustreznih evidenc:

The economic operator and each person who is a member of the administrative, management or supervisory body of the economic operator or who has powers of representation (contract signing), decision or control therein authorise the Bank of Slovenia, in the event of a reasonable doubt, to obtain all necessary information to verify the fulfilment of the conditions set out in the procurement documents from the competent authorities or from the relevant records.

Podatki:

- o ponudniku – fizični osebi / o zakonitem zastopniku ponudnika – pravne osebe:

Information:

- about the tenderer (private individual) / about the statutory representative of the tenderer (legal entity):

Ime in priimek / <i>First name and surname:</i>	
EMŠO / <i>Personal identification number:</i> ⁹	
Kraj rojstva / <i>Place of birth:</i>	
Stalno prebivališče / <i>Address of permanent residence:</i>	
Država / <i>Country:</i>	

- o ponudniku - pravni osebi:

- about the tenderer (legal entity):

Podjetje / <i>Business name:</i>	
Sedež / <i>Registered address:</i>	
Matična številka / <i>Registration number:</i>	

⁹ Tuji ponudnik vpiše svojo osebno identifikacijsko številko po svoji zakonodaji. / *Foreign tenderers should provide the personal identification number according to their own legislation.*

Kraj in datum / *Place and date:*

Podpis / *Signature:*

NAVODILO: Vsaka oseba ponudnika, skupnega ponudnika ali podizvajalca, ki je članica upravnega, vodstvenega ali nadzornega organa gospodarskega subjekta ali ki ima pooblastila za njegovo zastopanje (podpis pogodbe) ali odločanje ali nadzor v njem obrazec izpolni, datira in podpiše. Ponudnik v elektronsko oddani ponudbi predloži skenirane obrazce z zahtevanimi podpisi.

INSTRUCTIONS: The form is to be completed, dated and signed by each person who is a member of the administrative, management or supervisory body of the economic operator that is the tenderer, a joint tenderer or a subcontractor, or who has powers of representation (contract signing), decision or control therein. The tenderer shall submit scanned forms with the required signatures in an electronically submitted tender

Obrazec 5: VZOREC POGODBE
Form 5: SAMPLE CONTRACT

Banka Slovenije, Slovenska cesta 35, 1505 Ljubljana,
ki jo zastopa _____
matična številka: 5023912
ID za DDV: SI92582087
poravnavni račun: SI56 0100 0000 0100 090
/v nadaljevanju: naročnik/

in

matična številka: _____
ID za DDV: _____
transakcijski _____ račun: _____
_____ odprt pri _____
banki d.d.

/v nadaljevanju: izvajalec/

The Bank of Slovenia, of Slovenska cesta 35, 1505
Ljubljana, represented by _____
registration number: 5023912
VAT identification number: SI92582087
settlement account: SI56 0100 0000 0100 090
(hereinafter: the contracting authority)

and

registration number: _____
VAT identification number: _____
current account: _____ at
_____ (hereinafter: the contractor)

hereby enter into this

**POGODBO ZA ODKUP
IN UNIČENJE TOLARSKIH KOVANCEV¹⁰**

I. UVOD

1. člen

Pogodbene stranke ugotavljajo:

- da naročnik vodi postopek oddaje javnega naročila v imenu in na podlagi pooblastila Republike Slovenije, Ministrstva za finance,
- da je naročnik na Portalu javnih naročil, pod št. objave _____ dne _____ ter v Uradnem listu EU, pod št. objave dne _____ objavil obvestilo o javnem naročilu "Odkup in uničenje tolarskih kovancev" (v nadaljevanju: **javno naročilo**),
- da se je izvajalec s svojo ponudbo z dne _____, oznaka: _____, odzval na objavo javnega naročila iz prejšnje alineje,
- da je naročnik z obvestilom o oddaji naročila, št. _____, z dne _____, ki ga je objavil na Portalu javnih naročil dne _____, in v Uradnem listu EU dne _____ izvajalca izbral kot najugodnejšega ponudnika za izvedbo javnega naročila iz prve alineje,
- da je lastnik vseh tolarskih kovancev Republika Slovenija,

**CONTRACT FOR THE PURCHASE
AND DESTRUCTION OF TOLAR COINS¹⁰**

I. INTRODUCTION

Article 1

The contracting parties hereby establish that:

- contracting authority leads the procurement procedure on behalf of the Republic of Slovenia, Ministry of Finance,
- the contracting authority published a contract notice for a public service contract entitled "Purchase and Destruction of tolar coins" (hereinafter public contract) on the Public Procurement Portal under announcement number _____ of _____, and in the Official Journal of the European Union under announcement number _____ of _____,
- the contractor responded to the contract notice referred to in the previous indent with its tender referenced _____ of _____,
- by virtue of contract award notice number _____ of _____, which was published on the Public Procurement Portal on _____ and in the Official Journal of the European Union on _____, the contracting authority selected the contractor as the preferred tenderer for the performance of the public service contract from the first indent
- Republic of Slovenia is the owner of all tolar coins,

¹⁰ V primeru skupne ponudbe ali ponudbe s podizvajalci bo pogodba dopolnjena z ustreznimi določili za takšno obliko ponudbe. / In the case of a joint tender or a tender with subcontractors, the appropriate provisions will be added to the contract for a tender of the relevant form.

- da je izvajalec seznanjen z razpisnimi pogoji in dokumentacijo ter ju v celoti sprejema.
- the contractor has been acquainted with the procurement documents and conditions, and accepts them in their entirety.

Sestavni del pogodbe so tudi njene priloge. V primeru nasprotij med pogodbo in njenimi prilogami, veljajo pogodbeni določila.

The appendices to the contract are integral parts thereof. In the event of discrepancies between the contract and its appendices, the contractual provisions shall take precedence.

Dokumentacija javnega naročila in izvajalčeva ponudba z dne _____ predstavljata sestavna dela ter **Prilogo 1 in Prilogo 2** te pogodbe.

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

II. PREDMET

2. člen

Predmet pogodbe je odkup in uničenje oziroma pretopitev tolarских kovancev v kovino v skladu s Prilogo 1 in Prilogo 2 te pogodbe. Naročnik za izvedbo naročila iz prejšnjega stavka ponuja izvajalcu naslednje količine tolarских kovancev z naslednjo kemijsko sestavo, ki se morajo po tej pogodbi pretopiti v kovino.

II. SUBJECT

Article 2

The subject of the contract is the purchase and destruction or melting-down of tolar coins into metal in accordance with Appendix 1 and Appendix 2 of this contract. For the performance of the order set out in the previous sentence, the contracting authority is offering the contractor the following quantities of tolar coins with the chemical composition as follows, which are to be melted into metal under this contract.

Št. / No.	Nominalna vrednost tolarskih kovancev / <i>Nominal value of tolar coins</i>	Kemijska sestava kovine kovancev / <i>Chemical composition of coins</i>	Masa (kg) / <i>Mass (kg)</i>
1.	500 SIT	75% Cu, 25% Ni (jedro kovanca / core) 78% Cu, 20% Zn, 2% Ni (obod kovanca / outer ring)	537,8
2.	10 SIT, 20 SIT, 50 SIT, 100 SIT	75% Cu, 25% Ni	8.713,0
3.	1 SIT, 2 SIT, 5 SIT	78% Cu, 20% Zn, 2% Ni	15.376,7
4.	0,1 SIT, 0,2 SIT 0,5 SIT	98% Al, 2% Mg	94,0

Izvajalec lahko v roku 60 dni od prevzema celotne količine tolarских kovancev vloži pri naročniku zahtevek za nepriznavanje:

- mase prevzetih kovancev, pri čemer mora z ustreznim dokumentom dokazati, da masa kovancev po posamezni kemijski sestavi odstopa za več kot 2 %;
- drugačne deleže vsebnosti kemijskih elementov v tolarских kovancih, pri čemer mora z ustreznimi certificiranimi laboratorijskimi meritvami dokazati drugačno vsebnost kemijskih elementov v tolarских kovancih.

The contractor can within 60 days after receipt may submit a non-recognition request to the Contracting Authority:

- the weight of the coins taken over, with the corresponding document showing that the weight of the coins per chemical composition deviates more than 2%;
- Different proportions of the content of chemical elements in tolar coins, whereby certified laboratory measurements must show a different content of chemical elements in tolar coins.

V primeru ugotovljenih razlik pri masi in/ali vsebnosti

In the event of differences in the mass and / or

deležev kemijskih elementov v tolarških kovancih, izvajalec naročniku pripravi predlog poravnave za ugotovljena odstopanja. Naročnik se zavezuje, da bo o predlogu odločal v roku 30 dni od prejema predloga za poravnavo glede odstopanj.

S to pogodbo naročnik proda in izvajalec kupi tolarške kovance, ki jih mora sam (oz. v okviru skupne ponudbe sponudnik oz. ponudbe s podizvajalcem pogodbeni podizvajalec) pretopiti v kovino. Naročnik omogoči fizično predajo kovancev izvajalcu po podpisu pogodbe v skladu z dogovorom.

III. IZVEDBA IN KAKOVOST STORITVE

3. člen

Končni rok za uničenje oz. pretopitev tolarških kovancev v kovino po tej pogodbi je 180 dni od dneva podpisa te pogodbe.

Izvajalec se s podpisom te pogodbe zavezuje, da bo sam [oz. s ponudnikom(-i) v primeru skupne oddane ponudbe oz. ponudnik v okviru oddane ponudbe s podizvajalcem(-i)]:

- s svojim vozilom prevzel celotno količino tolarških kovancev v skladišču v Novem mestu;
- poskrbel za natovarjanje vseh tolarških kovancev na vozilo;
- uredil odvoz tolarških kovancev;
- imel registrirano dejavnost proizvodnje kovin in/ali proizvodnjo kovinskih izdelkov, razen strojev in naprav (Dejavnost C.24 in C.25 upošteva Standardno klasifikacijo dejavnosti SKD 2008);
- poskrbel, da bodo kovanci ustrezno pretopljeni v kovino. Pri izvajanju postopka pretaljevanja bo upošteval vse predpisane okoljske in varnostne standarde hkrati pa bo podjetje, ki bo izvajalo pretaljevanje tolarških kovancev ustrezno registrirano za dejavnost pretaljevanja kovin in imelo ustrezna dovoljenja za tovrstno delo;
- omogočil predstavnikom naročnika možnost izvajanja kontrole pri postopku pretaljevanja kovancev.
- naročniku omogočiti pregled, ali je izvajalec pretopil vse kovance in se jima zavezuje predložiti vso potrebno dokumentacijo in ogled prostorov in proizvodnje ter aktivno sodelovanje pri izvajanju pregleda,

Naročnik se s podpisom te pogodbe zavezuje, da:

- so vsi kovanci izvajalcu na voljo na naslovu v Novem mestu;
- so vsi kovanci sortirani po kemijski sestavi kovine kovancev;

content of the proportions of chemical elements in tolar coins, the contractor shall prepare a settlement proposal for the deviations found. The contracting authority undertakes to decide on the proposal within 30 days from the receipt of the proposal for settlement of the derogations.

With this contract, the contracting authority sold and the contractor purchases tolar coins, which must be melted in metal by the contractor (or within the joint bid) by the co-owner or subcontracted subcontractor. The contracting authority shall provide for the handover of coins to the contractor after signing of the contract in accordance with an agreement.

III. PERFORMANCE AND SERVICE LEVEL

Article 3

The final deadline for the destruction / melting-down of tolar coins into metal under this contract is 180 days after the signing of the contract.

By signing this contract, the contractor hereby undertakes that he himself [or with joint tenderer or with subcontractor(s) if the tender was given with subcontractor] :

- to accept the total quantity of tolar coins with its own vehicle at the storage facility at Novo mesto;
- to provide for the loading of all tolar coins onto the vehicle;
- to arrange for the removal of the tolar coins;
- will be registered in the industry of metals production, except machines and devices (Industry C.24 and C.25 according to Standard Industrial classification SKD 2008)
- to arrange for the appropriate melting-down of the coins into metal. In carrying out the melting-down process, it shall observe all the prescribed environmental and safety standards, , and shall ensure that the firm that melts the tolar coins down is properly registered for pursuing metal melting activities and holds the relevant permits for such work;
- to grant representatives of the contracting authority the opportunity to conduct controls in the process of melting-down the coins,
- to allow the contracting authority to verify that the contractor has melted-down all the coins, and to provide all the requisite documentation to them and to allow them to inspect the premises, review the production process and actively participate in the verification process.

By signing this contract, the contracting hereby undertakes:

- to make all the coins available to the contractor at the location, Novo Mesto,
- to ensure that all the coins are sorted by chemical composition of the coins

- bo v primeru izraženega interesa pri kontroli pretaljevanja, naročnik sam kril vse stroške za izvedbo kontrole.

- to cover all the costs of conducting controls, in the event that it expresses an interest in conducting controls of the melting-down process.

Izvajalec lahko izvaja pretaljevanje kovine na več različnih lokacijah, v kolikor ima za to ustrezna dovoljenja in registrirano dejavnost (Dejavnost C.24 in C.25 upošteva Standardno klasifikacijo dejavnosti SKD 2008). Izvajalec bo celotno količino tolarских kovancev v skladišču prevzel v največ treh vnaprej dogovorjenih datumih/terminih. Ob vsakem prevzemu pogodbeni stranki podpišeta prevzemni zapisnik iz Priloge 3.

The contractor may carry out the process of melting-down into metal at multiple locations if the contractor has appropriate permissions and registered company (activity/industry C.24 and C.25 according to Standard Industrial classification SKD 2008) The contractor shall accept the entire quantity of tolar coins at the storage facility over the course of a maximum of three dates and times agreed in advance. Upon each takeover, the contracting parties shall sign the takeover record set out in Annex 3.

IV. DRUGE KUPČEVE OBVEZNOSTI

4. člen

Izvajalec se obvezuje, da bo, predstavnikom naročnika omogočil možnost izvajanja kontrole pri dejanskem postopku pretaljevanja kovancev.

IV. PURCHASER'S OTHER OBLIGATIONS

Article 4

The contractor undertakes to grant representatives of the contracting authority the opportunity to conduct controls in the actual process of melting-down the coins.

Odklonitev kontrole iz prejšnjega odstavka se šteje za bistveno kršitev pogodbe.

A refusal to allow the controls referred to in the previous paragraph shall be deemed a fundamental breach of contract.

V. SKUPNA POGODBENA VREDNOST IN IZDAJA RAČUNA

5. člen

Skupna pogodbeni vrednost je vrednost sestavljena iz (i) vrednosti za prodajo kovine (brez DDV) zmanjšano za (ii) strošek pretaljevanja (brez DDV). Skupna pogodbeni vrednost neto znaša _____ EUR (brez DDV) z besedo: _____ /v nadaljevanju: skupna neto pogodbeni vrednost/.

V. TOTAL CONTRACT VALUE AND ISSUANCE OF INVOICE

Article 5

The total contract value is the value consisting of (i) the value for the sale of the metal (excluding VAT) minus the (ii) the cost of remelting (excluding VAT). The total contract value is net of _____ EUR (excluding VAT) with the word: _____ / hereinafter: the total net contract value.

Izvajalec in naročnik se s to pogodbo dogovorita, da račun za prodajo kovine v imenu naročnika izda izvajalec.

The contractor and the contracting authority hereby agree that the account for the sale of metal on behalf of the contracting authority shall be issued by the contractor.

Izvajalec izda račun za prodajo kovine in račun za pretaljevanje v roku pet (5) dni od dneva, ko zadnjič prevzame kovance/kovino iz skladišča in ju pošlje naročniku.

The Contractor issues an invoice for the sale of metal and a rectification account within five (5) days of the last time they take the coins / metal from the warehouse and send them to the Contracting Authority.

VI. PLAČILO POGODBENE VREDNOSTI / PLAČILO VARŠČINE

6. člen

S podpisom te pogodbe se izvajalec zavezuje, da bo pred vsakim odvozom kovancev iz skladišča, nakazal varščino sorazmerno vrednosti odpeljanih kovancev/kovine.

Varščino iz prejšnjega stavka mora izvajalec nakazati na transakcijski račun naročnika (SI5601000000100090, BIC koda: BSLJSI2X, s sklicem na SI031120001, vsaj tri (3) dni pred vnaprej

VI. PAYMENT OF CONTRACT VALUE /PAYMENT OF DEPOSIT SECURITY

Article 6

By signing this contract, the Contractor undertakes to deposit a security in proportion to the value of the coins / metal taken before each departure of the coins from the warehouse.

The security deposit referred to in the preceding sentence must be transferred to the transaction account of the Contracting authority (SI5601000000100090, BIC code: BSLJSI2X, with

dogovorjenim datumom za odvoz kovancev iz skladišča.

reference to SI031120001, at least three (3) days before the agreed date for the removal of coins from the warehouse.

Varščino se upošteva pri plačilu računa za prodajo kovine.

The security deposit is taken into account when paying the metal sale invoice.

Plačilo varščine je bistvena sestavina te pogodbe. V kolikor je izvajalec ne plača v skladu s tem členom, ta pogodba preneha veljati, po poteku roka iz poziva naročnika za prevzem kovancev oziroma plačila določene pogodbene vrednosti. Posledično izvajalec kovancev ne more prevzeti, naročniku pa mora povrniti vso škodo, ki mu je nastala zaradi prenehanja pogodbe, vključno s škodo, ki jima nastane zarade izvedbe novih postopkov in/ali izvedbe naročila po pravilih kritne prodaje in uničenja oz. pretopitve kovancev.

The advance payment of the contract value is an essential element of this contract. Should the contractor fail to pay in accordance with this article, the contract shall cease to be in force after the deadline stipulated in the contracting authority's call to accept the coins or to pay the stipulated contract value. When the contractor is consequently unable to accept the coins, it shall reimburse the contracting authority for all damage incurred by them owing to the termination of the contract, including damage incurred as a result of the execution of new procedures and/or the execution of the order according to the rules of the covered sale and destruction /melting-down of coins.

VII. VARSTVO ZAUPNIH PODATKOV

7. člen

Pogodbeni stranki se zavezujeta, da bosta med izvajanjem te pogodbe, kot tudi po prenehanju njene veljavnosti, varovali vse osebne podatke, poslovne skrivnosti, tajne podatke in druge zaupne podatke /v nadaljevanju: **zaupni podatki**/ iz te pogodbe ali zaupne podatke, ki so v zvezi s to pogodbo, ali se bosta z njimi seznanili med izvajanjem te pogodbe, kot podatke, za katere veljajo pravila o varovanju zaupnih podatkov glede na vrsto posameznega zaupnega podatka in jih ne bosta uporabili zase ali tretje osebe ali posredovali tretjim osebam.

VII. NON-DISCLOSURE CLAUSE

Article 7

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

Obveznost iz prejšnjega odstavka ne velja za podatke, ki v skladu z veljavnimi predpisi štejejo za javne.

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

Izvajalec se zavezuje pred pričetkom del javiti naročniku seznam oseb, ki bodo neposredno izvajale dela in podpisati Izjavo o jamstvu, ki je sestavni del in **Priloga št. 4/1** te pogodbe.

Before commencing work the contractor undertakes to issue the contracting authority with a list of the persons who will directly carry out the works, and to sign a statement of assurance, which is an integral part of this contract and constitutes **Appendix 4/1**.

Obveznost varovanja zaupnih podatkov bo izvajalec razširil na vse, ki bodo neposredno izvajali dela po tej pogodbi, na način, da bo pred pričetkom del zagotovil naročniku od njih podpisano Izjavo o varovanju zaupnih podatkov, ki je sestavni del in **Priloga št. 4/2** te pogodbe.

The contractor shall expand the obligation to safeguard confidential information to all those who will directly carry out works under this contract, such that before commencing works they deliver to the contracting authority a signed non-disclosure agreement, which is an integral part of this contract and constitutes **Appendix 4/2**.

Ob podpisu te pogodbe je naročnik dolžan izvajalca na ustrezen način seznaniti z vsebinami svoje varnostne politike in postopkov varovanja podatkov v medsebojnem komuniciranju za zagotavljanje

Upon the signing of this contract, the contracting authority shall brief the contractor in an appropriate manner regarding the content of its security policy and data protection procedures in mutual

učinkovitega izvajanja pogodbenih obveznosti in varovanja zaupnih podatkov. Izvajalec se zavezuje spoštovati varnostne politike in postopke varovanja podatkov, sporočene v skladu s predhodnim stavkom.

Če se bosta pogodbeni stranki med izvajanjem te pogodbe seznanili z osebnimi podatki, je vsaka pogodbeni stranka dolžna varovati in obdelovati te osebne podatke, ki so pri njej, kot upravljavec v skladu z evropsko in nacionalno zakonodajo varstva osebnih podatkov, ki jo zavezuje. Vsaka pogodbeni stranka mora posameznikom, s čigar osebnimi podatki razpolaga, zagotavljati pravice posameznika v skladu z zakonodajo, ki jo zavezuje. Pogodbeni stranki se strinjata, da ne obdelujeta osebnih podatkov pridobljenih na podlagi te pogodbe v imenu druge pogodbeni stranke in da nobena izmed strank ni pogodbeni obdelovalec druge pogodbeni stranke, saj predmet te pogodbe ni obdelava osebnih podatkov. Osebnimi podatki posameznikov, ki sodelujejo pri izvajanju pogodbe ali so drugače pomembni za izvajanje pogodbe, se med pogodbenimi strankama izmenjujejo zato, da lahko posamezna pogodbeni stranka izvede svoje pogodbeni obveznosti oziroma uveljavlja svoje pravice po tej pogodbi (torej vsaka pogodbeni stranka obdeluje osebne podatke v svojem imenu). Vsaka pogodbeni stranka obdeluje osebne podatke le na načine, kot so nujno potrebni za izvajanje te pogodbe in jih hrani le toliko časa, kot je nujno potrebno za izvajanje te pogodbe in njeno pravno varstvo ter jih varuje z ustreznimi tehničnimi in organizacijskimi ukrepi, ki varujejo pred nedovoljeno oziroma nezakonito obdelavo, nenamerno izgubo, uničenjem ali poškodbo. Vsaka pogodbeni stranka poskrbi, da ima zakonito pravno podlago za posredovanje osebnih podatkov posameznika drugi pogodbeni stranki.

Na naročnikovo zahtevo je izvajalec dolžan izvajati tudi dodatne postopke, ki za naročnikove delovne potrebe predstavlja nujen varnostni standard.

Naročnik ima pravico beleženja in spremljanja vseh aktivnosti, ki jih izvajalec izvaja v zvezi s pogodbo.

Izvajalec bo zagotovil, da bodo osebe, ki bodo neposredno izvajale pogodbeni obveznosti seznanjene s tem, da morajo varovati zaupnost podatkov ves čas, tudi po prenehanju delovnega razmerja ali drugega pravnega razmerja pri izvajalcu.

Izvajalec je kazensko in materialno odgovoren, če po njegovi krivdi ali krivdi oseb, ki bodo neposredno izvajale dela, pride do nepooblaščne uporabe oziroma

communications to ensure the effective performance of contractual obligations and the safeguarding of confidential information. The contractor undertakes to uphold the security policy and the data protection procedures communicated in accordance with the previous sentence.

Should the contracting parties acquaint themselves with personal data during the implementation of this contract, each contracting party shall be obliged to protect and process such personal data that are in its possession as the manager in accordance with the European and national data protection legislation it binds. Each contracting party must provide the individuals with whose personal information the rights of the individual in accordance with the legislation that binds him. The Parties agree not to process personal data obtained under this Agreement on behalf of the other Contracting Party and that none of the parties is a contractual processor of the other Contracting Party, as the subject of this Agreement is not processing personal data. Personal data of individuals participating in the implementation of the contract or otherwise relevant for the performance of the contract shall be exchanged between the contracting parties to enable each contracting party to exercise its contractual obligations or assert its rights under this contract (thus each contracting party processes personal data in in his own name). Each contracting party processes personal data only in such ways as are strictly necessary for the implementation of this Treaty and keeps them for as long as is strictly necessary for the implementation of this Treaty and its legal protection and is protected by appropriate technical and organizational measures that protect against unauthorized or unlawful processing, unintentional loss, destruction or damage. Each contracting party shall ensure that it has a legal legal basis for the transmission of personal data of an individual to another party.

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

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

The Contractor will ensure that persons who will directly implement the contractual obligations, will be aware that they must protect the confidentiality of the data at all times, even after the termination of an employment relationship or other legal relationship with the Contractor.

The contractor is criminally and materially liable if, according to his fault or guilt, the persons who will directly carry out the work experience an

razkritja zaupnih podatkov iz te pogodbe.

unauthorized use or disclosure of confidential information from this contract.

Naročnik lahko posreduje pristojnim organom in organizacijam podatke v zvezi s to pogodbo in naročilom, ki jih ti zahtevajo na podlagi predpisov. Naročnik lahko objavi celotno vsebino pogodbe, če tako zahtevajo predpisi.

The contracting authority may forward to the competent authorities and organisations data in connection with this contract and the public procurement procedure that they request on the basis of regulations. The contracting authority may publish the entire content of the contract, if so required by regulations.

V primeru kršitve obveznosti varovanja zaupnih podatkov je izvajalec naročniku dolžan plačati pogodbeno kazen iz četrtega odstavka 9. člena te pogodbe, v primeru nastanka škode pa tudi vso direktno škodo, ki navedeni znesek presega.

In the event of a breach of the obligation to safeguard confidential information, the contractor shall be obliged to pay the contracting authority the contractual penalty set out in the fourth paragraph of Article 9 of this contract; in the event of damage being incurred, it shall also pay for all direct damage in excess of the aforementioned sum.

Izvajalec je dolžan naročnika takoj opozoriti na kršitve oziroma varnostne incidente v zvezi z nepooblaščenno uporabo oziroma razkritjem osebnih podatkov in ostalih zaupnih podatkov iz te pogodbe.

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

VIII. PROTİKORUPCIJSKA KLAVZULA

8. člen

Ta pogodba je nična, če kdo v imenu ali na račun izvajalca predstavniku ali posredniku naročnika obljubi, ponudi ali da kakšno nedovoljeno korist:

- za pridobitev posla,
- za sklenitev posla pod ugodnejšimi pogoji,
- za opustitev dolžnega nadzora nad izvajanjem obveznosti iz te pogodbe,
- za drugo ravnanje ali opustitev, s katerim je naročniku povzročena škoda ali je omogočena pridobitev nedovoljene koristi predstavniku naročnika, drugi stranki pogodbe ali njenemu predstavniku, zastopniku ali posredniku.

VIII. ANTI-CORRUPTION CLAUSE

Article 8

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

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

Izvajalec je zaradi zagotovitve transparentnosti posla in preprečitve korupcijskih tveganj predložil naročniku pisno izjavo oziroma podatke o udeležbi fizičnih in pravnih oseb v lastništvu izvajalca, vključno z udeležbo tihih družbenikov, ter o gospodarskih subjektih, za katere se glede na določbe zakona, ki ureja gospodarske družbe, šteje, da so povezane družbe z izvajalcem. Za fizične osebe izjava vsebuje ime in priimek, naslov prebivališča in delež lastništva. Če je izvajalec predložil lažno izjavo oziroma dal neresnične podatke o navedenih dejstvih ima to za posledico ničnost pogodbe. Izvajalec mora javiti naročniku spremembo njegovega lastništva najkasneje v roku 5

In order to ensure the transparency of the transaction and to prevent corruption risks, the contractor shall submit to the contracting authority a written declaration or information on the participation of private individuals and legal entities in the ownership of the contractor, including the participation of silent partners, and on the economic operators that according to the law governing companies are considered to be affiliates of the contractor. For private individuals the declaration shall cite the first name and surname, the residential address and the share of ownership. If it transpires that the tenderer has submitted a false declaration or provided

delovnih dni po spremembi.

inaccurate information with regard to the aforementioned facts, the contract shall be declared null and void. The contractor must notify the contracting authority of the change in his ownership no later than within 5 working days after the change.

IX. ZAMUDA IN POGODBENA KAZEN

9. člen

Zamuda izvajalca nastopi, kadar ta ne izpolni svojih obveznosti v dogovorjenem obsegu, kvaliteti, rokih in količini.

V primeru zamude rokov iz prvega odstavka 3. in prvega in drugega odstavka 6. člena pogodbe, je naročnik izven primerov višje sile in/ali lastne krivde izvajalcu za vsak dan zamude upravičen zaračunati pogodbeno kazen v višini 5 ‰ skupne pogodbene vrednosti brez DDV, vendar skupaj največ 10 ‰ skupne pogodbene vrednosti brez DDV za vsako posamezno kršitev.

Ne glede na določbo prejšnjega odstavka je v primeru neizpolnitve ali le delne izpolnitve pogodbenih obveznosti, naročnik izven primerov višje sile in/ali svoje krivde upravičen zaračunati izvajalcu pogodbeno kazen v višini 10% skupne pogodbene vrednosti brez DDV za vsako posamezno kršitev.

V primeru kršitve obveznosti varovanja zaupnih podatkov je naročnik izvajalcu upravičen zaračunati pogodbeno kazen v višini 10% skupne pogodbene vrednosti brez DDV za vsako posamezno kršitev ne glede na pogodbene kazni iz prvega oziroma drugega odstavka. V primeru škode, ki presega pogodbeno kazen, pa lahko naročnik zahteva povrnitev škode.

Pogodbene kazni iz tega člena se obravnavajo in zaračunavajo ločeno in samostojno. Pogodbene kazni se obračunajo pri naslednjem plačilu oziroma jih je izvajalec dolžan plačati v roku 30 dni po pisnem pozivu naročnika.

X. ODGOVORNOST

10. člen

Plačilo pogodbene kazni ne odvezuje izvajalca od izpolnitve pogodbenih obveznosti, naročnika pa od pravice do odstopa od pogodbe.

Izvajalec je v primeru kršitve te pogodbe, ne glede na uveljavljanje institutov po tej pogodbi, naročniku

IX. DELAYS AND CONTRACTUAL PENALTY

Article 9

A delay shall be deemed to have arisen on the part of the contractor when it fails to perform its obligations in the agreed extent, to the agreed quality, by the agreed deadlines and in the agreed quantity.

In the event of the deadlines referred to the first paragraph of Article 3 and the first and second paragraph of Article 6 of this contract being missed, except in cases of *force majeure* and/or grounds arising on its part, the contracting authority shall be entitled to charge the contractor a contractual penalty in the amount of 5% of the total contract value without VAT for each day of delay, up to a maximum of 10% of the total contract value without VAT for each individual breach.

Notwithstanding the provision of the previous paragraph, in the event of the non-performance or partial performance of contractual obligations, except in cases of *force majeure* and/or grounds arising on its own part, the contracting authority shall be entitled to charge the contractor a contractual penalty in the amount of 10% of the total contract value without VAT for each individual breach.

In the event of a breach of the non-disclosure obligation, the contracting authority shall be entitled to charge the contractor a contractual penalty in the amount of 10% of the total contract value without VAT for each individual breach, irrespective of the contractual penalty referred to in the first and/or second paragraphs of this article. In the event of damage being incurred in excess of the contractual penalty, the contracting authority may demand the reimbursement of the damage.

The contractual penalties set out in this article shall be processed and charged separately and independently. Contractual penalties shall be billed during the next payment; they shall be paid by the contractor within 30 days of receiving the contracting authority's written instruction.

X. LIABILITY

Article 10

The payment of a contractual penalty shall not relieve the contractor of the performance of contractual obligations, nor shall it affect right of the contracting authority to withdraw from the contract.

In the event of a breach of this contract, the contractor is obliged to reimburse the contracting

dolžan povrniti vso nastalo direktno škodo.

authority for all directly incurred damage, irrespective of the exercise of institutions under this contract.

Če pride izvajalec v zamudo zaradi višje sile, je dolžan naročnika o tem obvestiti takoj, ko je to mogoče, z deli pa nadaljevati takoj, ko razlogi prenehajo. Za višjo silo se štejejo vsi nepredvideni dogodki, na katero nobena stranka nima ali ni imela vpliva. Izvajalec je dolžan v primeru dogodka višje sile takoj pristopiti k odpravi posledic, če te vplivajo na naročnikove pravice. Tveganje naključnega uničenja od posameznega prevzema kovancev nosi izvajalec.

Should the contractor fall into delays as a result of *force majeure*, it shall inform the contracting authority accordingly as soon as possible, and shall continue the works when the aforementioned grounds are no longer present. All unforeseen developments over which no party has or had any influence shall be deemed *force majeure*. In the event of *force majeure*, the contractor shall immediately embark on rectifying the consequences if they impact on the rights of the contracting authority. The risk of accidental destruction shall be borne by the contractor as of the individual acceptance of the coins.

XI. ODSTOP OD POGODBE

11. člen

Vsaka pogodbeni stranka lahko s priporočenim pismom s 15 dnevni odpovedni rokom odstopi od te pogodbe, če jo druga stranka kljub pisnemu opozorilu krši.

XI. WITHDRAWAL FROM THE CONTRACT

Article 11

Each contracting party may withdraw from this contract by registered letter with a notice period of 15 days when the other party breaches this contract despite a written warning.

Naročnik lahko ne glede na določila zakona, ki ureja obligacijska razmerja, odstopi od pogodbe v naslednjih primerih:

- javno naročilo je bilo med izvajanjem bistveno spremenjeno, kar terja nov postopek javnega naročanja;
- v času oddaje javnega naročila je bil izvajalec v enem od položajev, zaradi katerega bi ga naročnik moral izključiti iz postopka javnega naročanja, pa s tem dejstvom naročnik ni bil seznanjen v postopku javnega naročanja;
- zaradi hudih kršitev obveznosti iz PEU, PDEU in ZJN-3, ki jih je po postopku v skladu z 258. členom PDEU ugotovilo Sodišče Evropske unije, javno naročilo ne bi smelo biti oddano izvajalcu.

Notwithstanding the law governing obligational relationships, the contracting authority may withdraw from the contract in the following cases:

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

Pogodba preneha veljati pod razveznim pogojem, ki se uresniči, če je naročnik seznanjen, da je sodišče s pravnomočno odločitvijo ugotovilo kršitev obveznosti iz okoljskega, socialnega in delovnega prava, ki so navedeni v drugem odstavku 3. člena tega ZJN-3 s strani izvajalca ali njegovega podizvajalca. Pogodba preneha veljati pod razveznim pogojem tudi, če je naročnik seznanjen, da je pristojni državni organ pri izvajalcu pogodbe ali njegovem podizvajalcu v času izvajanja pogodbe ugotovil najmanj dve kršitvi v zvezi s plačilom za delo, delovnim časom, počitki, opravljanjem dela na podlagi pogodb civilnega prava kljub obstoju elementov delovnega razmerja ali v zvezi z zaposlovanjem na črno in za kateri mu je bila s pravnomočno odločitvijo ali več pravnomočnimi

The Contract shall cease to be in force under a resolutive condition that shall be applied if the contracting authority learns that a court found by virtue of a final decision a breach of obligations arising from environmental, social or labour law, as set out in the second paragraph of Article 3 of the ZJN-3, on the part of either the contractor or its subcontractor. The Contract shall also cease to be in force under a resolutive condition if the contracting authority learns that a fine has been imposed on the contractor or its subcontractor twice or more during the contract period by virtue of one or more final decisions rendered by a competent state authority for a misdemeanour in connection with remuneration for work, work time, rest periods, performance of work on the basis of civil law contracts despite the

odločitvami izrečena globa za prekršek.

Razvezni pogoji iz prejšnjega odstavka se uresniči, če je od seznanitve s kršitvijo in do izteka veljavnosti pogodbe še najmanj šest mesecev, v primeru nastopanja s podizvajalci pa tudi, če zaradi ugotovljene kršitve pri podizvajalcu izvajalec ustrezno ne nadomesti ali zamenja tega podizvajalca v roku 30 dni od seznanitve s kršitvijo. V primeru izpolnitve razveznega pogoja iz prejšnjega odstavka se šteje, da je pogodba razvezana z dnem sklenitve nove pogodbe o izvedbi javnega naročila, naročnik pa mora nov postopek oddaje javnega naročila začeti nemudoma, vendar najkasneje v 30 dneh od seznanitve s kršitvijo. Če naročnik v tem roku ne začne novega postopka javnega naročila, se šteje, da je pogodba razvezana trideseti dan od seznanitve s kršitvijo.

XII. OBVEŠČANJE, SKRBNIKI IN KONTAKTNE OSEBE

12. člen

Pogodbene stranke se morajo tekoče obveščati o vsaki bistveni spremembi oziroma okoliščini, ki vpliva ali bi lahko vplivala na izvajanje pogodbe.

Skrbniki te pogodbe so:

- izvajalec: _____, tel: _____,
_____, e-pošta: _____

- naročnik: _____,
tel: _____, e-
pošta: _____

Organizacijsko - tehnična vprašanja po tej pogodbi, rešujejo kontaktne osebe, in sicer:

- izvajalec: _____, tel: _____,
_____, e-pošta: _____

- naročnik: _____,
tel: _____, e-
pošta: _____

Komunikacija med kontaktnimi osebami poteka pisno, praviloma prek e-pošte.

Njihovo zamenjavo in spremembo podatkov se sporoči pisno in praviloma vnaprej.

existence of elements of an employment relationship or in connection with undeclared work.

The resolutive condition referred to in the previous paragraph shall be applied if there are at least six months from the time of becoming apprised of the breach to the expiry of validity of the Agreement, and in the event of participation with subcontractors also if after the identification of a breach by a subcontractor that subcontractor is not substituted or replaced within 30 days of the contractor's becoming apprised of the breach. In the event of the fulfilment of the resolutive condition referred to in the previous paragraph, the Contract shall be deemed null and void on the day of the concluding of a new agreement on performance of the public contract, and the contracting authority shall initiate the new public procurement award procedure without delay, but no later than 30 days after becoming apprised of the breach. If the contracting authority fails to initiate a new public contract award procedure within that deadline, the Contract shall be deemed null and void on the thirtieth day after its becoming apprised of the breach.

XII. NOTIFICATION OF CUSTODIANS AND CONTACT PERSONS

Article 12

The contracting parties shall inform one another promptly of any material change or circumstances that impacts or could impact the performance of the contract.

The custodians of this contract are:

- the contractor: _____, tel: _____,
_____, email: _____

- the contracting authority: _____, tel: _____,
email: _____

Organisational and technical issues under this contract shall be resolved by the contact persons, namely:

- the contractor: _____, tel: _____,
_____, email: _____

- the contracting authority: _____, tel: _____,
email: _____

Communications between the contact persons shall be conducted in writing, by email as a rule.

Any replacements or changes to the contact information shall be reported in writing and in advance as a rule.

Komunikacija med kontaktnimi osebami med drugim vključuje tudi kontrolo izvajanja pogodbenih del, prevzem kovancev, obveščanje o plačilih, potrjevanje računov in drugih dokumentov.

Communications between contact persons shall also include controls of the performance of the contracted works, the acceptance of coins, notification of payments, and confirmation of invoices and other documents.

Izvajalec izrecno poudarja, da njegova kontaktna oseba predstavlja tudi pooblaščenca za vročitve.

The contractor expressly emphasises that its contact person is also its authorised recipient.

XIII.OSTALA DOLOČILA

13. člen

Glede vprašanj, ki jih ta pogodba ne ureja, se uporablja slovensko pravo, predvsem pa Obligacijski zakonik in Zakon o javnem naročanju.

XIII. OTHER PROVISIONS

Article 13

The Slovenian law, especially Obligations Code and Public Procurement Act shall apply to any issues not regulated by this contract.

14. člen

Za reševanje morebitnih sporov v zvezi s to pogodbo je pristojno sodišče v Ljubljani.

Article 14

Any disputes arising in connection with this contract shall be resolved before the competent court in Ljubljana.

15. člen

Ta pogodba se sklepa za predmet celotnega odkupa in uničenja / pretaljevanja tolarških kovancev, odvoz le-teh in pretopitev njih v kovino in je sestavljena v štirih izvodih, pri čemer vsaka stranka prejme po dva izvoda.

Article 15

This contract is being concluded for the subject of the entire purchase and destruction / melting-down of tolar coins, the removal of the coins and their melting-down into scrap metal, and is compiled in four copies, each contracting party receiving two.

Pogodba je sklenjena, ko jo podpišejo obe pogodbeni stranki in velja do izteka roka iz prvega odstavka 3. člena pogodbe.

The contract is concluded when it has been signed by both contracting parties, and is in force until the date set out in paragraph one, Article 3 of this contract.

Sklenjeno v _____, dne _____

Done in Ljubljana, on _____

Izvajalec: / Contractor:

Naročnik: / Contracting authority:
Banka Slovenije / Bank of Slovenia

Priloge:

- Priloga 1: Dokumentacija v zvezi z javnim naročilom;
- Priloga 2: Ponudba z dne _____.____.20__
- Priloga 3: Predloga prevzemnega zapisnika
- Priloga 4/1: Izjava o jamstvu
- Priloga 4/2: Izjava o varovanju zaupnih podatkov

Appendices:

- Appendix 1: Procurement documents;
- Appendix 2: Tender dated _____.____.20__
- Appendix 3: Draft takeover record
- Appendix 4/1: Statement of assurance
- Appendix 4/2: Non-disclosure agreement
-

NAVODILO: Ponudnikova odgovorna oseba pogodbo izpolni, datira in podpiše. Ponudnik v elektronsko oddani ponudbi predloži skeniran obrazec z zahtevanimi podpisi.

INSTRUCTIONS: The tenderer's responsible person completes, dates and signs the contract. The tenderer shall submit a scanned form with the required signatures in an electronically submitted tender

Priloga 3 k pogodbi: PREDLOGA PREVZEMNEGA ZAPISNIKA
Appendix 3: DRAFT TAKEOVER RECORD

Prevzemni zapisnik št. XX__

Takeover record number XX__

Spodaj podpisani g. _____ z dne
____. ____ 201__ v imenu izvajalca in za ime podjetja
_____s _____ sedežem
v/na _____ potrjujem prejem
naslednjih količin tolarских kovancev:

I, the undersigned _____, hereby confirm
that on ____ . ____ 201__ I accepted the following
quantities of tolar coins on behalf of the contractor
and for _____ with a registered office at
_____:

___ palet dvo-kovinskih kovancev za 500 SIT;

___ pallet of bimetallic 500-tolar coins;

___ palet kovancev za 100 SIT;

___ pallet of 100-tolar coins;

___ palet kovancev za 50 SIT;

___ pallet of 50-tolar coins;

___ palet kovancev za 20 SIT;

___ pallet of 20-tolar coins;

___ palet kovancev za 10 SIT;

___ pallet of 10-tolar coins;

___ palet kovancev za 5 SIT;

___ pallet of 5-tolar coins;

___ palet kovancev za 2 SIT;

___ pallet of 2-tolar coins;

___ palet kovancev za 1 SIT;

___ pallet of 1-tolar coins;

___ palet kovancev za 0,5 SIT;

___ pallet of 0.5-tolar coins;

___ palet kovancev za 0,2 SIT;

___ pallet of 0.2-tolar coins;

___ palet kovancev za 0,1 SIT;

___ pallet of 0.1-tolar coins;

ki sem jih prejel v skladišču naročnika v Novem
mestu, dne ____ . ____ 20__.

which I received at the contracting authority's
storage facility in Novo mesto, on ____ ____ 20__.

Novo Mesto, ____ . ____ 20__

Done in Novo Mesto, on ____ ____ 20__

Naročnik: / Contracting authority:

Prevzel za izvajalca / Accepted for contractor by:

Ime in Priimek / First name and surname:

NAVODILO: Ponudnikova odgovorna oseba obrazec parafira. Ponudnik v elektronsko oddani ponudbi
predloži skeniran obrazec z zahtevanimi podpisi oz. parafami.

INSTRUCTIONS: The form is to be initialised by the responsible person of the tenderer. The tenderer shall
submit a scanned form with the required signatures and initials in the electronically submitted tender.

Priloga 4/1 k pogodbi:

IZJAVA O JAMSTVU
(oz. ZAVEZA glede varovanja ZAUPNOSTI)

PODJETJE:

1.

Na podlagi **Pogodbe** _____ z dne _____, sklenjene z Banko Slovenije, naše podjetje zanjo opravlja posamezna pogodbeno dela oziroma storitve /v nadaljevanju: **pogodbeno dela**/.

2¹¹.

Pogodbeno dela bodo predvidoma potekala v času od _____ do _____, za podjetje pa jih bodo opravljali:

1. _____, prebivališče _____
 2. _____, prebivališče _____
 3. _____, prebivališče _____
 4. _____, prebivališče _____
- /v nadaljevanju: **zaposleni**/.

3.

Zakoniti zastopnik podjetja /v nadaljevanju: **podpisnik**/ Banki Slovenije pod materialno in kazensko odgovornostjo jamčim za točnost podatkov o zaposlenih in se hkrati kot podpisnik te izjave zavežujem, da:

- bom/bomo zaupne podatke uporabljal/i v dovoljenem obsegu izključno za izvajanje pogodbenih obveznosti po tej pogodbi ter da jih niti v času njenega izvajanja, niti kadarkoli po izteku njene veljavnosti, ne bom/bomo uporabil/i zase ali za tretjega in jih ne bom/bomo posredoval/i tretjim osebam;
- bom/bomo v primeru, da so mi/nam bili prejeti zaupni podatki odtujeni, o incidentu takoj obvestil/i naročnikovo kontaktno osebo;
- s svojimi dejanji in aktivnostmi ne bom/bomo ogrožal/i razpoložljivosti in neoporečnosti virov naročnikovega informacijskega sistema;
- bom/bomo po opravljenih pogodbenih delih ali ob prenehanju del v Banki Slovenije nemudoma vrnil/i vse dokumente, ki jih bom/bomo uporabljal/i pri svojem delu in izbrisal/i vse morebitne kopije zaupnih podatkov, ki sem/smo jih z njenim dovoljenjem za potrebe izvedbe pogodbenih del hranil/i izven njenega informacijskega sistema;
- ob podpisu te izjave ne poznam/o nobenega razloga ali okoliščine, ki bi dopuščala kakršenkoli dvom o nestrokovnosti ali neprimernosti osebnih lastnosti zaposlenih (npr. kriminalna preteklost, nedovoljena posest orožja, odvisnost od mamil, alkohola ipd.), ki bodo opravljali dela;
- če bom/bomo izvedel/i za okoliščino iz prejšnje točke, se zavežujem/o Banko Slovenije o tem takoj obvestiti, zaposlenemu pa takoj preprečiti opravljanje vsakršnega nadaljnjega dela zanjo;

pri tem se zavedam oziroma zavedamo:

- da so osebe, ki se seznanijo z zaupnimi podatki Banke Slovenije, dolžne varovati te podatke v skladu s 47. členom Zakona o Banki Slovenije (Uradni list RS, št. 72/06 - UPB1 in 59/11 s spremembami in dopolnitvami);
- da kršitev poslovne skrivnosti predstavlja kršitev 39. in 40. člena Zakona o gospodarskih družbah (Uradni list RS, št. 65/09 - UPB3 s spremembami in dopolnitvami);
- da izdaja in neupravičena pridobitev poslovne tajnosti predstavlja kaznivo dejanje po 236. členu, zloraba informacijskega sistema kaznivo dejanje po 237. členu in izdaja tajnih podatkov kaznivo dejanje po 260.

¹¹ V primeru večjega števila zaposlenih, se izjava v tem delu ustrezno prilagodi.

členu Kazenskega zakonika Republike Slovenije (Uradni list RS, št. 50/12 - UPB2 s spremembami in dopolnitvami);

- da nastanek škode zaradi kršitve varovanja zaupnih podatkov lahko povzroči odškodninsko odgovornost kršitelja po določilih Obligacijskega zakonika (Uradni list RS, št. 97/07 - UPB1 s spremembami in dopolnitvami);
- da moram/o varovati zaupne in tajne podatke, za katere izvem pri svojem delu tudi v skladu z določili Zakona o bančništvu (Uradni list RS št. 25/15 s spremembami in dopolnitvami) in Zakona o tajnih podatkih (Uradni list RS št. 50/06 – UPB2 s spremembami in dopolnitvami), pri svojem delu pa upoštevati tudi Zakon o varstvu osebnih podatkov (Uradni list RS št. 94/07 – UPB1 s spremembami in dopolnitvami) in Splošno uredbo EU o varstvu osebnih podatkov 2016/679;

ter izrecno dovoljujem:

- da naročnik pri uveljavljanju svojih pravic v zvezi s to izjavo pridobiva moje osebne podatke pri upravljavcih osebnih podatkov;
- da naročnik v zavarovanje svojih zakonitih interesov uporabi to mojo izjavo in z njo prevzete obveznosti tudi pred sodiščem.

Dne _____

Zakoniti zastopnik (*tiskano in podpis*): _____

Za naročnika je izjavo dne _____ prevzel: _____

(*podpis*) _____

NAVODILO: Ponudnikova odgovorna oseba obrazec parafira. Ponudnik v elektronsko oddani ponudbi predloži skeniran obrazec z zahtevanimi podpisi oz. parafami.

Appendix 4/1 to the contract:

STATEMENT OF ASSURANCE
(or NON-DISCLOSURE COMMITMENT)

FIRM:

1.

On the basis of **Contract number** _____ of _____ concluded with the Bank of Slovenia, our firm is performing particular contracted works and/or services for the former (hereinafter: **contracted works**).

2.¹²

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

1. _____, resident at _____
 2. _____, resident at _____
 3. _____, resident at _____
 4. _____, resident at _____
- (hereinafter: **employees**).

3.

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

- I/we will use the confidential information in the permitted extent solely for the performance of contractual obligations under this contract, and will not use it for my/our own purposes or for a third party or disclose it to third parties either during the performance of this contract or at any time after its expiry;
- in the event of the misappropriation of confidential information received by me/us, I/we will immediately inform the contracting authority's contact person of the incident;
- I/we will do nothing to endanger the availability or integrity of the resources of the contracting authority's information system by my/our actions or activities;
- I/we will, after performing the contracted works or upon breaking from work at the Bank of Slovenia, immediately return all documents that I/we have used in my/our work and delete any copies of confidential information that I/we have stored with its consent outside its information system for the purposes of performing the contracted works;
- upon the signing of this statement I/we know of no grounds or circumstances that would admit any doubt as to the expertise or fitness of the employees (e.g. a criminal past, unlawful possession of arms, dependence on drugs or alcohol) that will perform the works;
- should I/we learn of any circumstance referred to in the previous point, I/we undertake to inform the Bank of Slovenia immediately, and to immediately prevent the employee from performing any further work for it;

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

- persons learning of the Bank of Slovenia's confidential information are obliged to safeguard this information in accordance with Article 47 of the Bank of Slovenia Act (Official Gazette of the Republic of Slovenia, Nos. 72/06 [OCV1] and 59/11, with amendments);

¹² In the case of a larger number of employees, the statement is adapted appropriately in this part.

- breaches of trade secrets constitute a breach of Articles 39 and 40 of the Companies Act (Official Gazette of the Republic of Slovenia, No. 65/09 [OCV3], with amendments);
- the disclosure and unjustified acquisition of a trade secret constitute a criminal act under Article 236, the penetration of an information system constitutes a criminal act under Article 237 and the disclosure of an official secret constitutes a criminal act under Article 260 of the Criminal Code of the Republic of Slovenia (Official Gazette of the Republic of Slovenia, No. 50/12 [OCV2], with amendments);
- damage incurred as a result of a breach of the obligation to safeguard confidential information can result in liability for damages on the part of the person committing the breach under the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 [OCV1], with amendments);
- I am / we are also obliged to safeguard confidential and classified information that I/we learn of in the course of my/our work in accordance with the Banking Act (Official Gazette of the Republic of Slovenia, No. 25/15, with amendments) and the Classified Information Act (Official Gazette of the Republic of Slovenia, No. 50/06 [OCV2], with amendments), and in my/our work I am / we are obliged to observe the Personal Data Protection Act (Official Gazette of the Republic of Slovenia, No. 94/07 [OCV1], with amendments) and the EU's general data protection regulation (Regulation 2016/679);

and I expressly permit:

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

Date: _____

Statutory representative (*printed and signature*): _____

Statement received on behalf of the contracting authority on _____ by: _____

(*signature*) _____

INSTRUCTIONS: The form is to be initialled by the responsible person of the tenderer. The tenderer shall submit a scanned form with the required signatures and initials in the electronically submitted tender.

Priloga 4/2 k pogodbi:

IZJAVA O VAROVANJU ZAUPNIH PODATKOV

Podpisani/a _____, rojen/a _____, prebivališče _____
_____/v nadaljevanju: **zaposleni**/, bom na podlagi Pogodbe št. _____ z dne _____, sklenjene
med Banko Slovenije in izvajalcem, podjetjem, za izvajalca v času od _____ do _____ opravljal/a
posamična pogodbeni dela /v nadaljevanju: **pogodbena dela**/.

V zvezi z izvajanjem pogodbenih del se zaposleni moram ali utegnem seznaniti z zaupnimi podatki različne vrste (državne, vojaške, uradne, poslovne skrivnosti) in različne stopnje (strogo zaupne, zaupne), ki med drugim lahko vsebujejo tudi zaupne tehnične podatke, bančne skrivnosti, številke računov ter druge podatke in informacije, ki so označeni z vrsto in stopnjo zaupnosti /v nadaljevanju **zaupni podatki**/, zato izjavljam, da:

- bom zaupne podatke uporabljal/a v dovoljenem obsegu izključno za izvajanje pogodbenih obveznosti po tej pogodbi ter da jih niti v času njenega izvajanja, niti kadarkoli po izteku njene veljavnosti, ne bom uporabil/a zase ali za tretjega in jih ne bom posredoval/a tretjim osebam;
- bom v primeru, da so mi/nam bili prejeti zaupni podatki odtujeni, o incidentu takoj obvestil/a naročnikovo kontaktno osebo;
- s svojimi dejanji in aktivnostmi ne bom ogrožal/a razpoložljivosti in neoporečnosti virov naročnikovega informacijskega sistema;
- bom po opravljenih pogodbenih delih ali ob prenehanju del v Banki Slovenije nemudoma vrnil/a vse dokumente, ki jih bom uporabljal/a pri svojem delu in izbrisal/a vse morebitne kopije zaupnih podatkov, ki sem/smo jih z njenim dovoljenjem za potrebe izvedbe pogodbenih del hranil/a izven njenega informacijskega sistema;

pri tem se zavedam:

- da so osebe, ki se seznajajo z zaupnimi podatki Banke Slovenije, dolžne varovati te podatke v skladu s 47. členom Zakona o Banki Slovenije (Uradni list RS, št. 72/06 - UPB1 in 59/11 s spremembami in dopolnitvami);
- da kršitev poslovne skrivnosti predstavlja kršitev 39. in 40. člena Zakona o gospodarskih družbah (Uradni list RS, št. 65/09 - UPB3 s spremembami in dopolnitvami);
- da izdaja in neupravičena pridobitev poslovne tajnosti predstavlja kaznivo dejanje po 236. členu, zloraba informacijskega sistema kaznivo dejanje po 237. členu in izdaja tajnih podatkov kaznivo dejanje po 260. členu Kazenskega zakonika Republike Slovenije (Uradni list RS, št. 50/12 - UPB2 s spremembami in dopolnitvami);
- da nastanek škode zaradi kršitve varovanja zaupnih podatkov lahko povzroči odškodninsko odgovornost kršitelja po določenih Obligacijskega zakonika (Uradni list RS, št. 97/07 - UPB1 s spremembami in dopolnitvami);
- da moram varovati zaupne in tajne podatke, za katere izvem pri svojem delu tudi v skladu z določili Zakona o bančništvu (Uradni list RS št. 25/15 s spremembami in dopolnitvami) in Zakona o tajnih podatkih (Uradni list RS št. 50/06 – UPB2 s spremembami in dopolnitvami), pri svojem delu pa upoštevati tudi Zakon o varstvu osebnih podatkov (Uradni list RS št. 94/07 – UPB1 s spremembami in dopolnitvami) in Splošno uredbo EU o varstvu osebnih podatkov 2016/679;

ter izrecno dovoljujem:

- da naročnik pri uveljavljanju svojih pravic v zvezi s to izjavo pridobiva moje osebne podatke pri upravljavcih osebnih podatkov;
- da naročnik v zavarovanje svojih zakonitih interesov uporabi to mojo izjavo in z njo prevzete obveznosti tudi po slovenskem pravu in pred slovenskim sodiščem.

Datum podpisa izjave: _____

Ime in priimek zaposlenega: _____

Podpis: _____

Za Banko Slovenije dne _____ prevzel: _____

Podpis: _____

NAVODILO: Ponudnikova odgovorna oseba obrazec parafira. Ponudnik v elektronsko oddani ponudbi predloži skeniran obrazec z zahtevanimi podpisi oz. parafami.

Annex 4/2 to the contract:

NON-DISCLOSURE AGREEMENT

I, the undersigned _____, born _____, resident at _____ (hereinafter: the **employee**), will, pursuant to Contract number _____ of _____ concluded between the Bank of Slovenia and the contractor (firm), perform particular contracted works (hereinafter: the **contracted works**) for the contractor between _____ and _____.

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

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

in so doing I am aware that:

- persons learning of the Bank of Slovenia's confidential information are obliged to safeguard this information in accordance with Article 47 of the Bank of Slovenia Act (Official Gazette of the Republic of Slovenia, Nos. 72/06 [OCV1] and 59/11, with amendments);
- breaches of trade secrets constitute a breach of Articles 39 and 40 of the Companies Act (Official Gazette of the Republic of Slovenia, No. 65/09 [OCV3], with amendments);
- the disclosure and unjustified acquisition of a trade secret constitute a criminal act under Article 236, the penetration of an information system constitutes a criminal act under Article 237 and the disclosure of an official secret constitutes a criminal act under Article 260 of the Criminal Code of the Republic of Slovenia (Official Gazette of the Republic of Slovenia, No. 50/12 [OCV2], with amendments);
- damage incurred as a result of a breach of the obligation to safeguard confidential information can result in liability for damages on the part of the person committing the breach under the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 [OCV1], with amendments);
- I am also obliged to safeguard confidential and classified information that I learn of in the course of my work in accordance with the Banking Act (Official Gazette of the Republic of Slovenia, No. 25/15, with amendments) and the Classified Information Act (Official Gazette of the Republic of Slovenia, No. 50/06 [OCV2], with amendments), and in my work I am obliged to observe the Personal Data Protection Act (Official Gazette of the Republic of Slovenia, No. 94/07 [OCV1], with amendments) and the EU's general data protection regulation (Regulation 2016/679);

and I expressly permit:

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

Date of signature: _____

First name and surname of employee: _____

Signature: _____

Received for the Bank of Slovenia on _____ by: _____

Signature: _____

INSTRUCTIONS: *The form is to be initialled by the responsible person of the tenderer. The tenderer shall submit a scanned form with the required signatures and initials in the electronically submitted tender.*

Obrazec 6: DODATNE INFORMACIJE VEZANO NA ODVOZ TOLARSKIH KOVANCEV

Form 6: ADDITIONAL INFORMATION IN CONNECTION WITH THE REMOVAL OF TOLAR COINS

Vezano na odvoz tolarskih kovancev, naročnik v tem dodatku navaja dodatne pomembne informacije vezano na izračun celotnih stroškov in posledično priprave ponudbe ter kasnejšo organizacijo odvoza tolarskih kovancev iz skladišča v Novem mestu.

In connection with the removal of the tolar coins, in this addendum the contracting authority provides additional important information in connection with the calculation of the total costs and consequently the preparation of the tender, and the subsequent organisation of the removal of the tolar coins from the storage facility in Novo Mesto.

- Vsi tolarski kovanci so prosto zapakirani v plastičnih vrečkah, katere so položene v kartonske škatle in le-te naložene bodisi na europalette (80 x 120 cm) ali pol-europalette (80 x 60 cm).
- Predstavljena teža kovancev je neto teža kovine. K tej teži je potrebno prišteti še težo palet in škatel, kar znese max. 25 kg po europaleti. Vseh europalet oz. pol-europalet skupaj je 27, torej celotna bruto masa znaša cca 25.400 kg.
- Dovoz do skladišča v Novem Mestu je mogoč le z manjšim tovornjakom (do 18 ton). Skladišče ni opremljeno z dvizžno rampo/dvigalom, kar pomeni, da pričakujemo, da izvajalec sam zagotovi primerno transportno/dvizžno napravo, ki bo kovance iz višine tal dvignil na tovornjak (bodisi je to viličar ali dvizna rampa na tovornjaku).
- Celoten postopek nalaganja tolarskih kovancev na tovornjak mora zagotoviti in opraviti izvajalec sam.
- Celoten postopek odvoza tolarskih kovancev s tovornjakom na končno lokacijo, kakor tudi razkladanje tolarskih kovancev iz tovornjaka mora opraviti izvajalec sam.
- All of the tolar coins are freely packed in plastic bags that are deposited in cardboard boxes, loaded either on europalettes (80 cm x 120 cm) or on half-europallet (80cm x 60 cm).
- The disclosed coin weight is the net weight of metal. The weight of the pallets and boxes, which is a maximum of 25 kg per europalet, needs to be added to this weight. There are 27 europalettes or half-europalettes in total, which corresponds to total gross mass of cca 25,400 kg.
- The storage facility in Novo Mesto is only accessible by small truck (up to 18 tonnes). The storage facility is not equipped with a ramp/lift, which means that the contractor is expected to provide its own suitable conveyor/lift device to lift the coins from floor level to the truck (either a fork lift, or a ramp).
- The entire process of loading the tolar coins onto the truck must be arranged and conducted by the contractor.
- The entire process of removing the tolar coins onto final destination, as well as unloading must be arranged and conducted by the contractor.

NAVODILO: Ponudnikova odgovorna oseba obrazec parafira, elektronsko oddani obrazec v informacijskem sistemu pa šteje za datiranega in podpisanega in je tako zavezujoč za ponudnika v razmerju do naročnika.

INSTRUCTIONS: The tenderer's responsible person initialises the form. Electronic submitted form in the information system is considered as dated and signed is therefore binding on the tenderer in relation to the contracting authority.

**Obrazec 7: IZJAVA O POSREDOVANJU PODATKOV O RAZKRITJU LASTNIŠTVA
PONUDNIKA**

Form 7: DECLARATION ON TENDERER'S OWNERSHIP DATA DISCLOSURE

Ponudnik/Tenderer:

Izjavljamo:

da bomo, zaradi namena iz šestega odstavka 14. člena Zakona o integriteti in preprečevanju korupcije in šestega odstavka 91. člena Zakona o javnem naročanju, tj. zaradi zagotovitve transparentnosti in posla in preprečitve korupcijskih tveganj pri sklepanju pravnih poslov, izjavljamo, naročniku v roku osmih dni od prejema poziva naročnika posredovali ***Izjavo o udeležbi fizičnih in pravnih oseb v lastništvu ponudnika.***

We hereby declare:

That we will according to Article 14, Paragraph 6 of the Law on integrity and corruption prevention and Article 91. of the Public procurement act submit ***Declaration on tenderer's ownership statement*** within 8 days after appeal in order to ensure transparency and to prevent corruption risk.

NAVODILO: Ponudnikova odgovorna oseba obrazec izpolni in parafira, elektronsko oddani obrazec v informacijskem sistemu pa šteje za datiranega in podpisanega in je tako zavezujoč za ponudnika v razmerju do naročnika.

INSTRUCTIONS: The tenderer's responsible person completes and initialises the form. Electronic submitted form in the information system is considered as dated and signed is therefore binding on the tenderer in relation to the contracting authority.

Obrazec 8: KOPIJA POTRDILA O REGISTRIRANI DEJAVNOSTI PRETALJEVANJA KOVIN ZA PODJETJE¹³ /

Form 8: COPY OF CERTIFICATE PROVING THAT THE COMPANY IS REGISTRED FOR MELTING METALS¹³

Ponudnik priloži ustrezno potrdilo (glej opombe). Ponudnikova odgovorna oseba obrazec izpolni in parafira, elektronsko oddani obrazec v informacijskem sistemu pa šteje za datiranega in podpisanega in je tako zavezujoč za ponudnika v razmerju do naročnika.

The tenderer submits appropriate certificate (see note). Electronic submitted form in the information system is considered as dated and signed is therefore binding on the tenderer in relation to the contracting authority.

¹³ Ponudnik sam [oz. s ponudnikom(-i) v okviru oddane skupne ponudbe oz. ponudnik v okviru oddane ponudbe s pogodbenim podizvajalcem(-i)] mora biti registriran za dejavnost proizvodnje kovin in/ali proizvodnjo kovinskih izdelkov, razen strojev in naprav (Dejavnost C.24 in C.25 upošteva Standardno klasifikacijo dejavnosti SKD 2008) /

¹³The tenderer [or joint tenderer within the framework of the submitted joint tender; Or the tenderer in the framework of a subcontracted contract with a subcontractor (s)] must be registered for the production of metals and / or the manufacture of metallic products, except machinery and equipment (Industry C.24 and C.25, in accordance with the Standard Industrial Classification SKD 2008)

Obrazec 9: ESPD

Form 9: ESPD

Ponudnik in drugi gospodarski subjekti izpolnijo Enotni evropski dokument za nabavo (ESPD), ki je priložen dokumentaciji javnega naročila. Za bolj podrobne informacije glej Poglavje 7.1. Pojasnila za pogoje, zahteve in dokazila

Tenderer and other economic operators completes the European Single Procurement Document (ESPD) form attached to the public procurement documentation. For detailed instructions on completing the ESPD, see Section 7.1. Explanations for terms, requirements and proofs.

NAVODILO: *Odgovorna oseba gospodarskega subjekta obrazec izpolni in parafira, elektronsko oddani obrazec v informacijskem sistemu pa šteje za datiranega in podpisanega in je tako zavezujoč za ponudnika v razmerju do naročnika.*

INSTRUCTIONS: *The economic operator's responsible person completes and initialises the form. Electronic submitted form in the information system is considered as dated and signed is therefore binding on the tenderer in relation to the contracting authority.*