

FILMSKI STUDIO



LJUBLJANA

# **CONTRACT DOCUMENTATION**

**For the award of the contract**

**according to the procedure for awarding low-value contracts**

**No. 1/2017-JNMV-DigKam**

Contracting  
Authority:

**FILMSKI STUDIO VIBA FILM LJUBLJANA,  
Stegne 5, 1000 Ljubljana,  
represented by director Vojko Stopar**

Object of public  
procurement  
contract:

**Purchase of digital camera and pertaining  
parts of digital image acquisition system**

Seq. no. of public  
procurement  
contract:

**No. 1/2017-JNMV-DigKam**

Type of contract  
awarding  
procedure:

**Low-value public procurement contract**

Place and date:

**Ljubljana, 21 February 2017**

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### B. TECHNICAL SPECIFICATION

On the Contracting Authority's website at <http://razpisi.vibafilm.si>, the contract documentation also includes the Technical Specification for the Purchase of digital camera and pertaining parts of digital image acquisition system, which states that the camera must comply with CE Directives governing this area, and that the camera and its pertaining parts must meet the technical standards and characteristics, as well as required descriptions and other conditions under point B (Technical Specification) of this call for tenders.

A tenderer attaches a signed Technical Specification to the contract documentation. Furthermore, a tenderer encloses the promotional material, photographs, description of camera and equipment, certificates, sample material, etc.



## I. INVITATION TO TENDER

The Contracting Authority invites all interested parties to submit tenders in accordance with the Public Procurement Act (ZJN-3) and the instructions for preparing tenders in this contract documentation.

## II. INSTRUCTIONS FOR PREPARING TENDERS AND OTHER INFORMATION

### 1. Contracting Authority

#### **FILMSKI STUDIO VIBA FILM LJUBLJANA**

**Stegne 5, 1000 Ljubljana**

VAT IN: SI91095042

Registration number: 5848482

Contact persons:

Marjan Bocevski, tel: 01 5132 533,  
e-mail: [marjan.bocevski@vibafilm.si](mailto:marjan.bocevski@vibafilm.si)  
Suzana Zirkelbach, tel: 01 5132 408,  
e-mail: [suzana.zirkelbach@vibafilm.si](mailto:suzana.zirkelbach@vibafilm.si)

### 2. Object of public procurement contract:

#### **Purchase of digital camera and pertaining parts of digital image acquisition system**

**A detailed description of the object of public contract is attached in the Technical Specification.**

### 3. Tenderer

Legal entities and/or natural persons that meet the criteria for establishing capacity listed below in this contract documentation can apply to the call for tenders.

In the event that the tenderer is applying with subcontractors, the tenderer must declare in the Tender (Form 5) that it shall co-operate with sub-contractors in the performance of contract. The tenderer assumes full responsibility for the performance of awarded contract, regardless of the number of subcontractors listed in its tender.

A tender can also be submitted by a group of tenderers (joint tender). Regardless of submission of a joint tender, the tenderers are jointly and severally liable to the Contracting Authority. A joint tender shall be prepared in accordance with the instructions in this contract documentation.

### 4. Legal grounds

The awarding of public procurement contract shall be conducted in accordance with applicable legislation governing public procurement, public finances, and object of the public procurement contract.

In accordance with Article 47 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/2015, hereinafter: ZJN-3) the procedure for awarding a low-value contract is conducted for this contract.

## 5. Explanations and amendments of contract documentation

Tenderers can obtain the contract documentation free of charge on the public procurement portal (link to Contracting Authority's website: <http://razpisi.vibafilm.si>), and can also request written explanations to the contract documentation via the public procurement portal. Explanations (questions and answers) shall be submitted no later than 2 days before the closing date for the submission of bids, if the tenderers questions or requests were submitted before **6 March 2017, by 10am**.

The Contracting Authority reserves the right to amend the contract documentation of its own motion or in response to requested explanations, no later than 2 days before the closing date for the submission of tenders. An amendment shall be published in writing on the public procurement portal.

In the event of significant amendments, the Contracting Authority shall extend the closing date for the submission of tenders.

Explanations and amendments are an integral part of the contract documentation and must be considered when preparing a tender.

## 6. Tender documents

Tender documents shall include correctly filled out forms and other documents requested in the contract documentation in the listed order:

Form no.	Form title	Instructions on filling out the forms
<b>Form no. 1A</b>	Tenderer Information	<ul style="list-style-type: none"> <li>- The tenderer fills out, signs, and stamps the filled-out form.</li> <li>- In the event of a joint tender, the form is filled out, signed, and stamped by every partner of the joint tender.</li> <li>- The form can be photocopied if necessary.</li> </ul>
<b>Form no. 1B</b>	Subcontractor Information	<ul style="list-style-type: none"> <li>- The subcontractor fills out, signs, and stamps the filled-out form.</li> <li>- The form can be photocopied if necessary.</li> </ul>
<b>Form no. 2A</b>	Statement of Meeting Capacity Criteria for the Contract (tenderer)	<ul style="list-style-type: none"> <li>- The tenderer fills out, signs, and stamps the filled-out form.</li> <li>- In the event of a joint tender, the form is filled out, signed, and stamped by every partner of the joint tender.</li> <li>- The form can be photocopied if necessary.</li> </ul>
<b>Form no. 2B</b>	Statement of Meeting Capacity Criteria for the Contract (subcontractor)	<ul style="list-style-type: none"> <li>- The subcontractor fills out, signs, and stamps the filled-out form.</li> <li>- The form can be photocopied if necessary.</li> </ul>
<b>Form no. 3</b>	Statement and Authorisation of Legal Entity	<ul style="list-style-type: none"> <li>- The tenderer fills out, signs, and stamps the filled-out form.</li> <li>- In the event of a joint tender or subcontractors, the form is filled out, signed, and stamped by every tenderer of the joint tender or subcontractor.</li> <li>- The form can be photocopied if necessary.</li> </ul>
<b>Form no. 4</b>	Statement and Authorisation of	<ul style="list-style-type: none"> <li>- The tenderer fills out, signs, and stamps the filled-out form for each authorised representative.</li> </ul>

	Legal Entity's Authorised Representative	<ul style="list-style-type: none"> <li>- In the event of a joint tender or subcontractors, the form is filled out, signed, and stamped for every authorised representative by each tenderer of the joint tender or subcontractor.</li> <li>- The form can be photocopied if necessary.</li> </ul>
<b>Form no. 5</b>	Tender	<ul style="list-style-type: none"> <li>- The tenderer fills out, signs, and stamps the filled-out form.</li> <li>- In the event of a joint tender or subcontractors, the form is filled out, signed, and stamped only by the lead partner.</li> <li>- The Tender Proforma Invoice is part of the tender. The total contract value shall be formed on the basis of invoice items from the Tender Proforma Invoice, and shall include all costs. The tender shall include the net value, any potential discount, VAT, and final contract value with VAT.</li> <li>- Variant tenders are not allowed.</li> <li>- The tender shall be valid for 120 days after the tender opening date.</li> </ul>
<b>Form no. 6</b>	Tender Proforma Invoice	<ul style="list-style-type: none"> <li>- The tenderer fills out, signs, and stamps the filled-out form.</li> <li>- The form can be photocopied if necessary.</li> </ul>
<b>Form no. 7</b>	Payment Terms and Conditions and Delivery of Goods	<ul style="list-style-type: none"> <li>- The tenderer fills out, signs, and stamps the filled-out form.</li> </ul>
<b>Form no. 8</b>	Servicing during the Warranty Period, Response Time, and Provision of Spare Parts	<ul style="list-style-type: none"> <li>- The tenderer fills out, signs, and stamps the filled-out form.</li> </ul>
<b>Forms nos. 9 and 9/1</b>	Reference Table and Certified Statements	<ul style="list-style-type: none"> <li>- The tenderer fills out, signs, and stamps the filled-out form.</li> <li>- The form can be photocopied if necessary.</li> <li>- For this table, the tenderer submits the certified statements required by the Contracting Authority.</li> </ul>
<b>Form no. 10</b>	Tender Bank Guarantee	<ul style="list-style-type: none"> <li>- The tenderer shall provide a tender bank guarantee in the value of EUR 2,250.00.</li> </ul>
<b>Form no. 11</b>	Statement on Submission of a Performance Guarantee	<ul style="list-style-type: none"> <li>- The tenderer fills out, signs, and stamps the filled-out form.</li> </ul>
<b>Form no. 12</b>	Statement on Submission of a Warranty Guarantee	<ul style="list-style-type: none"> <li>- The tenderer fills out, signs, and stamps the filled-out form.</li> </ul>
<b>Form no. 13</b>	Participation of Subcontractors	<ul style="list-style-type: none"> <li>- The tenderer fills out, signs, and stamps the filled-out form.</li> <li>- The form can be photocopied if necessary.</li> </ul>
<b>Form no. 14</b>	Authorisation of Contracting Authority for Direct Payment to	<ul style="list-style-type: none"> <li>- The tenderer fills out, signs, and stamps the filled-out form.</li> <li>- The form can be photocopied if necessary.</li> </ul>

	Subcontractor	
<b>Form no. 15</b>	Contract Sample	- The tenderer fills out, signs, and stamps the filled-out form.
<b>Form no. 16</b>	Tender Label	- Fill out this form and glue it to the envelope.
	BON-2 Form or Bank Solvency Certificate	- The tenderer shall submit a BON-2 form or bank solvency certificate proving that the tenderer's bank account has not been blocked in the last six months; the document shall not be older than one month on the tender opening date.

## 7. Validity of tenders

Tenders shall be valid for 120 days after the tender opening date.

## 8. Language, currency

The tender shall be submitted in **Slovenian**, with possible exceptions for specific technical terms and technical documentation in **English**. The tender value shall be in euros. Foreign tenderers can submit a tender in English and evaluate the tender in euros.

The Contracting Authority reserves the right to request from any tenderer to translate specific tender documents into Slovenian at the cost of the tenderer, if so required for the purpose of tender review. The Contracting Authority shall notify the tenderer regarding the necessary translation and set a deadline for submission of the translated document. In the event that the tenderer fails to submit a translated document within the deadline set by the Contracting Authority, the tender shall be excluded from further evaluation. The Contracting Authority reserves the right to determine whether the tenderer shall submit a translation done by a court interpreter or a regular (non-certified) translation.

## 9. Filling out and marking documentation

The tenderers shall thoroughly examine the documentation and fill out all empty spaces in the tender documents. All documents shall be attached in required places, signed by authorised representatives, and stamped with the tenderer's seal.

In case of corrections, the text that needs to be corrected is stricken, and the new, corrected text is written above or below the stricken text. The correction must be stamped and signed by the tenderer's authorised representative.

## 10. Costs

The tenderer bears all costs related to preparation and submission of tender.

## 11. Variant tenders and groups

Variant tenders are not allowed. The tender must include all groups from the Technical Specification.

## 12. Joint tender

A joint tender is tender submitted jointly by a group of economic entities (hereinafter: partners). Partners are equal and have unlimited joint and several liability to the Contracting Authority for the performance of the entire contract. The tender shall list the partners, the lead partner representing the group, and the work and price of each partner's assumed share of contract.

The Contracting Authority reserves the right to request a written joint venture agreement before the conclusion of contract, which defines the mutual relationships and obligations of all partners.

In a joint tender, the tenderer shall submit the forms in accordance with the instructions for the preparation of tender documents under point 6.

### 13. Subcontractors

The tenderer assumes full responsibility for the performance of awarded contract, regardless of the number of subcontractors.

In a tender that includes subcontractors, the tenderer shall submit the forms in accordance with the instructions for the preparation of tender documents under point 6.

During the performance of the public procurement contract, the lead tenderer shall notify the Contracting Authority about any potential changes of information from the previous paragraph, and submit information on new subcontractors that it intends to include in the performance of services at a later time, specifically no later than within five days of the change. In the event of new subcontractors, the tenderer shall, together with the notification, submit the information and documents in accordance with the instructions for the preparation of tender documents under point 6.

The Contracting Authority can reject the proposal for the replacement or inclusion of a new subcontractor even if such action could affect uninterrupted performance or completion of work, and the new subcontractor does not meet the conditions set by the Contracting Authority in the documentation regarding the public procurement contract. The Contracting Authority shall notify the lead contractor within ten days of receiving the proposal regarding a potential rejection of a new subcontractor.

### 14. Submission of tenders, location and closing date

Tenderer shall submit their tenders in closed envelopes. The envelopes must be clearly labelled: **“DO NOT OPEN – TENDER – No. 1/2017-JNMV-DigKam – Purchase of digital camera and pertaining parts of digital image acquisition system”**. The envelopes must include the full address of the tenderer.

The tenderer can glue the form “TENDER LABEL” (Form no. 16) onto the envelope.

The Contracting Authority assumes to responsibility for incorrectly labelled tenders in the event of misplacement.

**The Contracting Authority must receive the tender in person or by mail no later than 9 March 2017, by 11am, at the address: Filmski studio VIBA FILM Ljubljana, Stegne 5, 1000 Ljubljana.**

A tender can be delivered in person every workday between 8am and 2pm to the head office (secretariat) of Filmski studio VIBA FILM Ljubljana.

A tender that is received after the closing date and time is returned to the tenderer unopened after the tender opening procedure.

**The public tender-opening session will be held on 9 March 2017, at 11:15am, at the address Filmski studio VIBA FILM Ljubljana, Stegne 5, 1000 Ljubljana, the conference room on the 1st floor.**

**The tenderers’ authorised representatives, who must present written representation authorisations, can present their comments on the tender-opening procedure.**

## **15. Withdrawing, amending, or supplementing the tender**

The tenderer can withdraw, amend, or supplement its offer before the closing date for the submission of tenders. After the closing date for the submission of tenders, the tenderer can no longer amend, supplement, or replace the submitted tender with a new one, nor can the Contracting Authority accept it.

## **16. Review and evaluation of tenders**

After the tender review, only the documents and statements required by the contract documentation are evaluated. Explanations or additional (substantive) evidence on fulfilment of individual requirements and conditions of the contract documentation regarding the submitted documents and statements (declarations) can be requested from the tenderer, as well as remedy of calculation errors, but only within the scope allowed by the law.

The tender is excluded if the tenderer fails to submit the requested explanations or substantive evidence within the deadline set by the Contracting Authority, or if the tenderer fails to supplement a formally incomplete tender.

The tender is excluded if the Competent Authority finds it to be inadmissible in accordance with ZJN-3.

The tender is excluded as inappropriate and misleading if the tenderer is found to have arbitrarily modified the Competent Authority's contract specifications.

Whenever the Contracting Authority has reasonable grounds to suspect that an individual business entity in the tendering procedure submitted a false statement or forged or altered document as authentic, the Contracting Authority shall submit a proposal with the National Review Commission for Reviewing Public Procurement Procedures for instituting proceedings for violation under point 5 of paragraph 1 or point 1 of paragraph 2 of Article 112 of ZJN-3.

## **17. Contract**

The selected tenderer shall conclude the contract within 8 (eight) workdays after receiving the contract from the Contracting Authority.

Depending on the selected tender – joint tender, subcontractors, etc. – the Contracting Authority shall modify the contents of the contract before signing.

## **18. Suspension of procedure, rejection of all tenders, withdrawal from the public procurement contract**

The Contracting Authority can suspend the tendering procedure, reject all tenders, or withdraw from the public procurement contract in all phases of the tendering procedure.

The Contracting Authority reserves the right to change the scope of the public procurement contract, depending on the available financial means and actual needs.

## **19. Requesting an audit**

Pursuant to the Legal Protection in Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia, Nos. 43/11 and 60/11-ZTP-D, hereinafter: ZPVPJN), a request for an audit can be filed by any person has or had interest in the contract and incurred or could have incurred a loss due



to an alleged violation, or is an advocate for public interest. A request for an audit is filed in writing or verbally on record with the Contracting Authority.

In accordance with ZPVPJN, a request for an audit can be filed in all stages of the public procurement procedure and against any conduct by the Competent Authority, unless the law governing the public procurement procedure or ZPVPJN states otherwise.

If a request for an audit refers to the contents of the notice of invitation to tender, invitation to tender, or contract documentation in the low-value contract award procedure, the person filing a request for an audit is obligated to pay a fee in the amount of EUR 1,500.00 to the transaction account no. SI56 0110 0100 0358 802, reference 11 16110-7111290-XXXXXXLL (the first six digits are the sequential number of the notice of invitation to tender on the unified informational public procurement portal, which the tenderer enters itself, and the last two digits are the year).

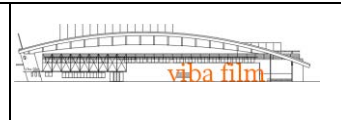
A request for an audit must be prepared in accordance with the provisions of Article 15 of ZPVPJN, and must be filed directly with the Contracting Authority, either by registered mail or registered mail with the acknowledgment of receipt. The person filing a request must present a certificate of payment of the fee. A request for an audit can be filed within the deadline defined in Article 25 of ZPVPJN.

### **III. QUALITATIVE SELECTION CRITERIA AND INSTRUCTIONS FOR ESTABLISHING A TENDERER'S CAPACITY**

To establish capacity, the tenderer must meet the conditions in accordance with the provisions of ZJN-3 in Articles 75 to 80, and the conditions specified in this contract documentation. In the event that the tenderer submits a joint tender or a tender with subcontractors, each partner in a joint tender or each subcontractor listed in the tender must meet the qualitative selection criteria, where required by the contract documentation. The tenderer shall establish compliance with specific conditions with a statement (contract documentation FORMS), presented under criminal and material liability, or with a copy of appropriate documents where specifically requested.

In the event of suspicion regarding a required submitted statement, the Contracting Authority shall obtain certificates on information referring to recognition of capacity kept in official records of public authorities, local government authorities, or bodies exercising public powers, or shall call upon the tenderer to present within the set deadline appropriate certificates referring to information on recognition of capacity that is not kept in official records of public authorities, local government authorities, or bodies exercising public powers. If the called-upon tenderer fails to present the requested certificates within the set deadline, the Contracting Authority shall exclude its tender.

In accordance with paragraph 6 of Article 14 and Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11-UPB2), the selected tenderer, if so requested by the Contracting Authority before the conclusion of the contract, shall have to submit a statement or information on the interest of natural and legal persons in the tenderer's business, including silent partners, as well as in business entities that are considered affiliate companies of the tenderer in accordance with the law governing business entities, in order to ensure transparency of the transaction and prevent the risk of corruption. For natural persons, the statement shall include their name and surname, permanent residence, and share of ownership. If the tenderer submits a false statement or present false information regarding the listed facts, the contract is considered null.



#### **IV. CRITERIA FOR AWARDING THE CONTRACT**

The criterion for selection is the **most economically advantageous tender**, which is determined on the basis of price.

When evaluating tenders, the Contracting Authority only considers tenders that meet all the conditions.

#### **V. APPENDICES OF CONTRACT DOCUMENTATION**

**The tenderer attaches a signed Technical Specification to the contract documentation. Furthermore, the tenderer encloses the promotional material, description of camera and equipment, certificates, sample material, etc.**

## VI. TENDER DOCUMENTS

- Form no. 1A: **Tenderer Information**
- Form no. 1B: **Subcontractor Information**
- Form no. 2A: **Statement of Meeting Capacity Criteria for the Contract (tenderer)**
- Form no. 2B: **Statement of Meeting Capacity Criteria for the Contract (subcontractor)**
- Form no. 3: **Statement and Authorisation of Legal Entity**
- Form no. 4: **Statement and Authorisation of Legal Entity's Authorised Representative**
- Form no. 5: **Tender**
- Form no. 6: **Tender Proforma Invoice**
- Form no. 7: **Payment Terms and Conditions and Delivery of Goods**
- Form no. 8: **Servicing during the Warranty Period, Response Time, and Provision of Spare Parts**
- Form nos. 9 and 9/1: **Reference Table and Certificated Statements**
- Form no. 10: **Tender Bank Guarantee**
- Form no. 11: **Statement on Submission of a Performance Guarantee**
- Form no. 12: **Statement on Submission of a Warranty Guarantee**
- Form no. 13: **Participation of Subcontractors**
- Form no. 14: **Authorisation of Contracting Authority for Direct Payment to Subcontractor**
- Form no. 15: **Contract Sample**
- Form no. 16: **Tender Label**
- **BON-2 Form or Bank Solvency Certificate**



**TENDERER INFORMATION**

TENDERER NAME:	
ADDRESS AND REGISTERED OFFICE:	
LEGAL REPRESENTATIVE:	
CONTACT PERSON for explanations of tender:	
TELEPHONE OF contact person:	
TELEFAX:	
E-MAIL OF contact person:	
COMPANY REGISTRATION NUMBER:	
VAT IDENTIFICATION NUMBER:	
COMPETENT OFFICE OF FURS:	
TRANSACTION ACCOUNT:	
TRANSACTION ACCOUNT OPENED WITH:	
Tenderer is an SME (YES or NO)	

Place and date: \_\_\_\_\_

Stamp and signature: \_\_\_\_\_

In the event of a joint tender, the form is photocopied and filled out for each tenderer.



FORM NO. 1B

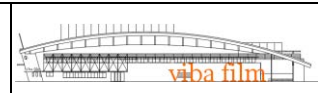
**SUBCONTRACTOR INFORMATION**

SUBCONTRACTOR NAME:	
ADDRESS AND REGISTERED OFFICE:	
LEGAL REPRESENTATIVE:	
CONTACT PERSON for explanations of tender:	
TELEPHONE OF contact person:	
TELEFAX:	
E-MAIL OF contact person:	
COMPANY REGISTRATION NUMBER:	
VAT IDENTIFICATION NUMBER:	
COMPETENT OFFICE OF FURS:	
TRANSACTION ACCOUNT:	
TRANSACTION ACCOUNT OPENED WITH:	
Subcontractor is an SME (YES or NO)	

Place and date: \_\_\_\_\_

Stamp and signature: \_\_\_\_\_

In the event of multiple subcontractors, the form is photocopied and filled out for each subcontractor.



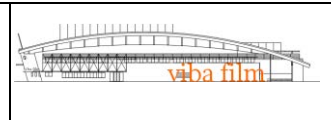
FORM NO. 2A

TENDERER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## STATEMENT OF MEETING CAPACITY CRITERIA FOR THE CONTRACT

In relation to public contract **No. 1/2017-JNMV-DigKam**, we hereby declare, under material and criminal liability:

- We are fully aware of the contract documentation and all its amendments and supplements, and we agree with the contents, including the provisions of the sample contract.
- As a business entity, member of governing, management, or supervisory board, or person authorised for representations, decision-making, or supervisions, we have not been convicted by final judgement for any offenses with constituent element of a criminal act specified in paragraph 1 of Article 75 of ZJN-3.
- On the day of submitting the tender, we – as the tenderer – have no outstanding unpaid obligations in relation to payment of social security contributions or taxes determined in accordance with the national regulations of country of head office or regulation of tenderer's country, in the amount of EUR 50 or more, or have presented all withholding tax returns for employment relationship remunerations for the period of the last five year before the tender submission date.
- We are not included in the register of business entities with negative references.
- Within the last three years before the closing date for the submission of tenders, we did not have a fine imposed twice by a final judgment of a competent authority of the Republic of Slovenia or any other member country or third country, due to a violation related to payment for labour.
- Exclusion criteria under paragraph 6 of Article 75 of ZJN-3 are not met.
- Insolvency proceedings or compulsory compositions under the law governing insolvency proceedings or compulsory composition have not been initiated against us, nor have liquidation proceedings under the law governing companies, our assets or business is not managed by a liquidator or the court, our business activities are not temporarily suspended, and no proceedings under any law of third country have been initiated against us, nor has any situation with similar legal consequences arisen.
- We are registered for conducting the business activity that is the object of the public procurement contract.
- We are not included in the register of business entities that are forbidden from conducting business transactions with the Contracting Authority on the basis of Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/2011 ZintPK-UPB2).
- The Contracting Authority can, for the purpose of public procurement contract, ask the competent national authorities at any time to confirm the entries listed in the tender documents, and can obtain on behalf of the tenderer the relevant evidence from the official records that proves the fulfilment of conditions stipulated in the contract documentation.
- We undertake to submit additional authorisations for verifying information in official records, per Contracting Authority's request.
- During the invitation to tender phase, the Contracting Authority can request additional explanations or evidence that demonstrate compliance with the conditions and requirements of the contract documentation.



- We will, upon the Contracting Authority's request, submit a statement with the following information within 8 days of receiving the call:  
our founders, company members, including silent company members, shareholders, limited partners or other owners, and information on the ownership interests of those persons, business entities that are considered, according to the provisions of the law governing business entities, associated companies
- The validity of our tender is at least 120 days from the closing date for the submission of tenders.
- We will promptly notify the Contracting Authority about the changes of all relevant information from the tender that may occur at any stage of realisation of the contract for which we are submitting the tender.
- We hereby agree that the Contracting Authority can at any time stop the tendering procedure, reject all tenders, or not conclude the contract after the final decision on the award of the contract, and that we will not claim in any of these cases any reimbursement of costs for the preparation of tender, costs of financial security, any potential direct or indirect loss, or loss of profit.
- We will ensure appropriate technical and human resource capacities for quality performance of the full contract within the estimated period, in accordance with the requirements of the contract documentation (technical part), code of conduct of the profession, and the provisions of regulations and standards in the field of object of the contract.
- We have the economic and financial capacity, which means that within the last 6 months before the notice of invitation to tender we had no blocked transaction accounts.
- With this statement, we assume all consequences arising from it.

Date:

Stamp:

Signature:

In the event of a joint tender, the Statement of Meeting Capacity Criteria for the Contract shall be submitted for each tenderer separately (the statement is photocopied).

SUBCONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## STATEMENT OF MEETING CAPACITY CRITERIA FOR THE CONTRACT

In relation to public contract **No. 1/2017-JNMV-DigKam**, we hereby declare, under material and criminal liability:

- As a business entity, member of governing, management, or supervisory board, or person authorised for representations, decision-making, or supervisions, we have not been convicted by final judgement for any offenses with constituent element of a criminal act specified in paragraph 1 of Article 75 of ZJN-3.
- On the day of submitting the tender, we – as a subcontractor – have no outstanding unpaid obligations in relation to payment of social security contributions or taxes determined in accordance with the national regulations of country of head office or regulation of tenderer's country, in the amount of EUR 50 or more, or have presented all withholding tax returns for employment relationship remunerations for the period of the last five year before the tender submission date.
- We are not included in the register of business entities with negative references.
- Within the last three years before the closing date for the submission of tenders, we did not have a fine imposed twice by a final judgment of a competent authority of the Republic of Slovenia or any other member country or third country, due to a violation related to payment for labour.
- Exclusion criteria under paragraph 6 of Article 75 of ZJN-3 are not met.
- Insolvency proceedings or compulsory compositions under the law governing insolvency proceedings or compulsory composition have not been initiated against us, nor have liquidation proceedings under the law governing companies, our assets or business is not managed by a liquidator or the court, our business activities are not temporarily suspended, and no proceedings under any law of third country have been initiated against us, nor has any situation with similar legal consequences arisen.
- We are not included in the register of business entities that are forbidden from conducting business transactions with the Contracting Authority on the basis of Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/2011 ZintPK-UPB2).
- The Contracting Authority can, for the purpose of public procurement contract, ask the competent national authorities at any time to confirm the entries listed in the tender documents, and can obtain on behalf of the subcontractor the relevant evidence from the official records that proves the fulfilment of conditions stipulated in the contract documentation.
- We undertake, per Contracting Authority's request, to submit additional authorisations for verifying information in official records.
- During the invitation to tender phase, the Contracting Authority can request additional explanations or evidence that demonstrate compliance with the conditions and requirements of the contract documentation.
- We hereby agree that the Contracting Authority can at any time stop the tendering procedure, reject all tenders, or not conclude the contract after the final decision on the award of the contract, and that we will not claim in any of these cases any reimbursement of costs for the preparation of tender, costs of financial security, any potential direct or indirect loss, or loss of profit.
- We will ensure appropriate technical and human resource capacities for quality performance of the contract within the estimated period, in accordance with the requirements of the contract documentation (technical part), code of conduct of the profession, and the provisions of regulations and standards in the field of object of the contract.
- We have the economic and financial capacity, which means than within the last 6 months before the notice of invitation to tender we had no blocked transaction accounts.





- With this statement, we assume all consequences arising from it.

In accordance with the provision of paragraph 5 of Article 94 of ZJN-3, we request direct payment from the Contracting Authority:

YES

NO

(circle YES or NO)

By signing this statement, subcontractors that submit a written request for direct payments and select YES above agree that, instead of the lead tenderer, the Contracting Authority settles the subcontractor's receivables from the lead tenderer in a manner defined in the contract sample.

Date:

Stamp:

Signature:

Note: The Form Statement of Meeting Capacity Criteria for the Contract can be photocopied if necessary.



## STATEMENT AND AUTHORISATION OF LEGAL ENTITY

In relation to public contract **No. 1/2017-JNMV-DigKam**, we hereby declare that as a legal entity we have not been convicted by final judgement of offences under paragraph 1 of Article 75 of ZJN-3.

We issue this statement under material and criminal liability.

**Furthermore, with this statement we authorise the Contracting Authority, Filmski studio VIBA FILM Ljubljana, that, in the event of reasonable doubt about capacity, it can obtain all information from a competent authority.**

Full name of legal  
person: \_\_\_\_\_

Registered office of  
legal person: \_\_\_\_\_

Municipality of registered  
office of legal person: \_\_\_\_\_

Business Register entry number: \_\_\_\_\_

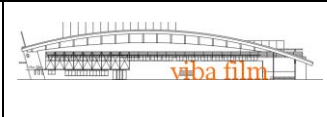
Registration number of legal  
person: \_\_\_\_\_

Date:

Stamp:

Signature:

In the event of a joint tender or inclusion of subcontractors, the Statement and Authorisation of Legal Entity shall be submitted for each tenderer separately (the statement is photocopied).



TENDERER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATEMENT AND AUTHORISATION OF LEGAL ENTITY'S AUTHORISED  
REPRESENTATIVE**

**(or member of governing, management, or supervisory board, or person authorised for  
representations, decision-making, or supervisions)**

In relation to public contract **No. 1/2017-JNMV-DigKam**, I hereby declare that I have not been  
convicted by final judgement of offences under paragraph 1 of Article 75 of ZJN-3.

I issue this statement under material and criminal liability.

**Furthermore, with this statement we authorise the Contracting Authority, Filmski studio VIBA  
FILM Ljubljana, that, in the event of reasonable doubt about capacity, it can obtain all  
information or certificates from a competent authority:**

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

Personal identification number  
(required): \_\_\_\_\_

Date of birth: \_\_\_\_\_

Place of  
birth: \_\_\_\_\_

Municipality of  
birth: \_\_\_\_\_

Country of  
birth: \_\_\_\_\_

Permanent/temporary residence:  
street and house  
number: \_\_\_\_\_

Postcode and post  
office: \_\_\_\_\_

Nationality: \_\_\_\_\_

My previous surname: \_\_\_\_\_

Date:

Stamp:

Signature:



If a tenderer has multiple authorised representatives, the Statement and Authorisation of Legal Entity's Authorised Representative shall be submitted for each authorised representative separately (the statement is photocopied).

In the event of a joint tender or inclusion of subcontractors, the statement shall be submitted for each tenderer separately (the statement is photocopied).



**T E N D E R** No. ....

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

represented by director \_\_\_\_\_, hereby submits a tender

for public procurement contract No. 1/2017-JNMV-DigKam.

We are submitting the tender (select):

standalone

joint tender

with subcontractors

**Contract value:**

Description of item	Value in EUR
Net value of goods (in accordance with the Tender Proforma Invoice – Form no. 6)	
Discount	
Net value of goods with discount	
22% VAT	
<b>Total contract price in EUR, VAT incl.</b>	

The total contract value shall be formed on the basis of invoice items from the Tender Proforma Invoice (Form no. 6) and shall include all costs.

The prices are fixed for the full duration of contract.

The tender is valid for 120 days after the tender opening date.

Date:

Stamp:

Signature:







## **PAYMENT TERMS AND CONDITIONS AND DELIVERY OF GOODS**

**TENDERER:** \_\_\_\_\_

\_\_\_\_\_

We hereby declare:

- That we offer a 30-day payment deadline for the supply of goods, which starts on the invoice issue date after the final takeover by takeover record and confirmation of suitability of goods by the Contracting Authority.
- That we will deliver the goods to the registered office of the Contract Authority no later than **80 days** after the conclusion of contract.

Date:

Stamp:

Signature:

\_\_\_\_\_

\_\_\_\_\_





## SERVICING DURING THE WARRANTY PERIOD, RESPONSE TIME, AND PROVISION OF SPARE PARTS

**TENDERER:** \_\_\_\_\_  
\_\_\_\_\_

We hereby declare:

1. That we provide at least a 2-year WARRANTY PERIOD FOR THE CAMERA.
2. That we provide at least a 1-year WARRANTY PERIOD FOR THE PERTAINING PARTS OF THE DIGITAL IMAGE ACQUISITION SYSTEM
3. That we provide at least a 5-year PERIOD FOR SUPPLYING SPARE PARTS after the warranty period.
4. That we provide a RESPONSE TIME for repair of 2 days or less after receiving a notification of malfunction from the Contracting Authority.

Date:

Stamp:

Signature:

\_\_\_\_\_

\_\_\_\_\_



## REFERENCE TABLE

TENDERER:

---

In the period of the last three years before the submission of the tender, the tenderer has successfully performed at least two transactions of the same type as the object of this contract.

The Contracting Authority requires that Form no. 9/1 – Certified Statements for References by Individual Contracting Authorities is filled out.

The Contracting Authority reserves the right to check the statements and required evidence (e.g. a contract with an investor or employer, invoice, payment receipt, etc.) for the implementation of the abovementioned reference transaction, or to check the statements directly with the investor or employer.

<i>Name of contracting authority for the reference transaction</i>	<i>Object of the reference transaction – short description of work</i>	<i>Date of start and completion of transaction</i>	<i>Transaction value in EUR (VAT not included)</i>

Note: Tenderer should only list the work conducted in the period of the last three years before the submission of tender.

Date:

Stamp:

Signature:

The form can be photocopied if necessary.



**Certified Statements for References by Individual Contracting Authorities**

Per request of tenderer (name and address of tenderer):

.....  
 .....

for a tender for invitation to tender “.....”

**WE HEREBY CERTIFY**

that, in the period of the last three years before the submission of tender, the tenderer successfully performed a transaction of the same type (as the object of this contract). We assess the performed work as quality, timely, and in accordance with the provisions on the contract.

The tenderer performed the following work:

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

Value of performed work:

\_\_\_\_\_

Date of start of transaction:

\_\_\_\_\_

Date of completion of transaction:

\_\_\_\_\_

Name and address of contracting authority:

.....  
 .....

Contracting authority’s contact person (e-mail) and telephone number:

.....

This certified statement is issued per request of the above-listed tenderer and shall only be used to confirm the references for the above-listed invitation to tender by Filmski studio VIBA FILM Ljubljana.

Place: .....

Date: .....  
 responsible person:

Signature and stamp of contracting authority’s

*The form can be photocopied if necessary.*



**TENDER BANK GUARANTEE NO. \_\_\_\_\_**

Bank name: .....

Place and date: .....

Beneficiary: .....

In accordance with the public procurement contract no. 1/2017-JNMV-DigKam, published on the Public Procurement Portal, for the following:

**“Purchase of digital camera and pertaining parts of digital image acquisition system”**

for the needs of the Contracting Authority, **Filmski studio VIBA FILM Ljubljana, Stegne 5, Ljubljana**, the tenderer is obligated to present the Contracting Authority with a tender bank guarantee in the amount of **EUR 2,250.00**.

The bank undertakes to pay the Contracting Authority the aforementioned amount in the following events:

- if the tenderer withdraws or changes the tender (after the closing date for submission of tenders) during the period of tender validity listed in the tender; or
- if the Contracting Authority awards the contract to the tenderer and notifies the tenderer thereof during the period of tender validity, and the tenderer:
  - fails to fulfil or rejects conclusion of contract in accordance with the provisions of instructions for tenderers;
  - fails to submit or rejects submission of a performance bank guarantee in accordance with the provisions of instructions for tenderers.

The bank undertakes to pay the Contracting Authority the above amount within 15 days of receiving the Contracting Authority's first written request, without requesting any additional justification, if the Contracting Authority indicates in its request that the requested amount is due on the grounds of one or both abovementioned event, and lists the event or events in question.

This guarantee is valid until the selected tenderer for the aforementioned invitation to tender is selected and (in the event that the total or partial tender is accepted) until the selected tenderer concludes the contract with the Contracting Authority and submits a performance guarantee, but no later until the tender expires.

If we do not receive a claim for the execution of guarantee until the guarantee expires, this guarantee ceases to be valid whether it was returned or not.

Any potential disputes between the beneficiary and the bank shall be resolved before the court with subject-matter jurisdiction in Ljubljana.

Bank

(stamp and signature)



**TENDERER** \_\_\_\_\_

## STATEMENT ON SUBMISSION OF A PERFORMANCE GUARANTEE

In relation to our tender no. \_\_\_\_\_ for public procurement contract for

**“Purchase of digital camera and pertaining parts of digital image acquisition system”**

### WE HEREBY DECLARE:

That, in the event of conclusion of contract with the Contracting Authority, we shall present a performance guarantee (issued by a bank) in the amount of **10% of contract value**, irrevocable, unconditional, and payable on first call, valid for 6 months after the contractually agreed-upon deadline for the completion of contract work and Contracting Authority’s takeover of goods by takeover record.

Date:

Stamp:

Signature:

\_\_\_\_\_

\_\_\_\_\_



**TENDERER** \_\_\_\_\_

## STATEMENT ON SUBMISSION OF A WARRANTY GUARANTEE

In relation to our tender no. \_\_\_\_\_ for public procurement contract for

**“Purchase of digital camera and pertaining parts of digital image acquisition system”**

### WE HEREBY DECLARE:

That, in the event of conclusion of contract with the Contracting Authority, we shall present a warranty guarantee (issued by a bank), within 5 days after delivery of goods and before payment of purchasing price, in the amount of **5% of contract value**, irrevocable, unconditional, and payable on first call, valid for 10 days after the expiry of the warranty period.

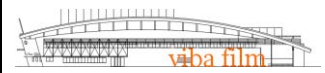
Date:

Stamp:

Signature:

\_\_\_\_\_

\_\_\_\_\_



## PARTICIPATION OF SUBCONTRACTORS

In relation to public procurement contract “.....”, we hereby declare that we are submitting the tender with subcontractors, specifically the following:

Subcontractor \_\_\_\_\_ (name)  
 Type of work performed: \_\_\_\_\_ (type of work)  
 in the amount \_\_\_\_\_  
 in the value \_\_\_\_\_ EUR, VAT not included  
 Place of performance \_\_\_\_\_ Deadline for the subcontractors performance of work \_\_\_\_\_

-----  
 -----

Subcontractor \_\_\_\_\_ (name)  
 Type of work performed: \_\_\_\_\_ (type of work)  
 in the amount \_\_\_\_\_  
 in the value \_\_\_\_\_ EUR, VAT not included  
 Place of performance \_\_\_\_\_ Deadline for the subcontractors performance of work \_\_\_\_\_

-----  
 -----

Place and date: \_\_\_\_\_ Tenderer: \_\_\_\_\_  
 Stamp and signature: \_\_\_\_\_

The tenderer shall fill out all items.

The form can be photocopied if necessary.



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

Contracting Authority: Filmski studio VIBA FILM Ljubljana

**AUTHORISATION**  
**of Contracting Authority for Direct Payment to Subcontractor**

We hereby authorise the Contracting Authority to make, per a confirmed invoice or report, direct payments to

the subcontractor \_\_\_\_\_

This Authorisation is an integral part and an appendix to the tender we submitted in the tendering procedure for:

“.....”

published on the Public Procurement Portal on \_\_\_\_\_.

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

Stamp

Tenderer’s signature:

Note: The form “Authorisation of Contracting Authority for Direct Payment to Subcontractor” can be photocopied if necessary.





**CONTRACT SAMPLE**

**CONTRACTING AUTHORITY:** **FILMSKI STUDIO VIBA FILM LJUBLJANA,**  
 Stegne 5, 1000 Ljubljana,  
 represented by director Vojko Stopar  
 Registration number: 5848482  
 VATIN: SI91095042  
 Subaccount with PPA: 01100-6030354621  
 and

**CONTRACTOR:**  
 .....  
 .....  
 Company registration number: .....  
 VATIN: .....  
 Transaction account: .....

conclude the following

**C O N T R A C T** no. \_\_\_\_\_

**I. OBJECT AND SCOPE OF CONTRACT WORK**

1. Article 1

The contracting parties initially note that the Contractor was selected on the basis of a low-value public procurement contract award procedure no. 1/2017-JNMV-DigKam, in accordance with Article 57 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/2015) for the object of contract: **“Purchase of digital camera and pertaining parts of digital image acquisition system”**, and that the Contractor included the full documentation required by the invitation to tender, which is an integral part of this Contract.

Article 2

The Contractor undertakes to perform the work in the scope and in accordance with:

- the Contractor’s tender no. .... from .....
- the invitation to tender and contract documentation
- all other documentation received by the Contractor during the tendering procedure or attached to its tender, which is also an integral part of this Contract



**II. PERFORMANCE DEADLINE**

Article 3

The Contractor undertakes to deliver the goods to the registered office of the Contracting Authority within 80 days of concluding this Contract.

**III. PRICE**

Article 4

Value of goods EUR \_\_\_\_\_  
 (all costs and discounts included)

VAT: EUR \_\_\_\_\_

TOTAL with VAT: EUR \_\_\_\_\_

(in words: ..... EUR)

The price is fixed and includes all costs.

**IV. PAYMENT TERMS AND CONDITIONS**

Article 5

The Contracting Authority shall pay the aforementioned amount to the Contractor’s transaction account no.: \_\_\_\_\_ within 30 days after the Contractor’s invoice issue date. The Contractor can issue an invoice after the final takeover by takeover record and confirmation of suitability of goods by the Contracting Authority.

**V. SERVICING DURING THE WARRANTY PERIOD, RESPONSE TIME, AND PROVISION OF SPARE PARTS**

Article 6

The Contractor undertakes the following:

- To provide at least a 2-year WARRANTY PERIOD FOR THE CAMERA.
- To provide at least a 1-year WARRANTY PERIOD FOR THE PERTAINING PARTS OF THE DIGITAL IMAGE ACQUISITION SYSTEM
- To provide at least a 5-year PERIOD FOR SUPPLYING SPARE PARTS after the warranty period.

- To provide a RESPONSE TIME for repair of 2 days or less after receiving a notification of malfunction from the Contracting Authority.

## VI. CONTRACT CUSTODIANS

### Article 7

The Contracting Authority's contract custodian is \_\_\_\_\_.

The Contractor's contract custodian is \_\_\_\_\_.

The custodians shall ensure correct and timely performance of this Contract, and are responsible for contacts and informing between contracting parties.

## VII. CONTRACTOR'S OBLIGATION

### Article 8

The Contractor undertakes the following:

- To perform the contractually agreed-upon work with due diligence, correctly and in a quality manner, meticulously, fairly, and in accordance with this Contract and its integral parts, applicable regulations, and code of conduct of the professions, otherwise the Contracting Authority shall execute the performance guarantee.
- To submit to the Contracting Authority within 10 days of the conclusion of the Contract an irrevocable and unconditional bank guarantee, executable on first call without objections, namely a performance guarantee in the amount of 10% of contract value, with a validity of no less than 6 months after the contractually agreed-upon deadline for the completion of contract work.
- To perform all work with professionally qualified workers and to be held liable and responsible for its work, as well as work of its potential subcontractors.
- To consider the assessments and comments regarding the quality of performed contract work and promptly remedy and errors and deficiencies during the performance of contract work, of which it was informed.
- To notify the Contracting Authority regarding anything that could affect the performance of contract work.

## VIII. CONTRACTING AUTHORITY'S OBLIGATIONS

### Article 9

The Contracting Authority undertakes the following:

- To provide the Contractor with all required documentation and information at its disposal and required for the undertaken share of contract work.
- To cooperate with the Contractor with the purpose of ensuring that the Contractor perform the assumed obligations on time and in accordance with the provisions of this Contract.
- To regularly monitor the performance of contract work, approve the submitted documents, and pay the contract work within the agreed-upon deadline.

## IX. SUBCONTRACTORS

### Article 10

*(Note: Provisions of this article apply only if the Contractor employs subcontractors. Otherwise, this article is deleted and the other articles of this Contract are numbered accordingly.)*

The Contractor shall perform the contract work together with the following subcontractors:

..... (name), ..... (full address),  
registration number ....., VAT identification number ....., shall perform  
..... (list object and each type and  
quantity of work undertaken by the subcontractor). The value of this work is EUR  
..... . The subcontractor shall perform the work .....  
(state place of performance) ..... by ..... (state the performance  
deadline).

*(Note: If there are multiple subcontractors, information is listed for each subcontractor separately and the remaining text of this article is appropriately changed, considering the number of subcontractors.)*

During the performance of this Contract, the Contractor shall notify the Contracting Authority about any potential changes of information on subcontractors listed in the tender, specifically no later than within five days of the change. If during the performance of this Contract the Contractor intends to include new subcontractors or replace existing subcontractors, the Contractor shall inform the Contracting Authority about this change and submit information on the new subcontractors that it intends to include in the performance of contract work at a later time. In the event of new subcontractors, the Contractor shall include in the notification to the Contracting Authority contact information and information on authorised representatives of proposed subcontractors, filled-out Statements of Meeting Capacity Criteria for the Contract for these subcontractors, and the subcontractors' request for direct payment, if the subcontractors make such a request.

The contracting parties agree on a replacement of subcontractors or inclusion of a new subcontractor with an amendment to this Contract.

The Contractor assumes full responsibility for the performance of work that are the object of this Contract.

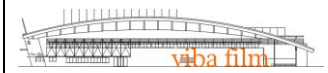
If the Contracting Authority finds that the work is performed by a subcontractor not listed by the Contractor in its tender or agreed-upon in this Contract or an amendment to this Contract, the Contracting Authority is entitled to withdraw from this Contract.

For all subcontractors that did not request direct payment or for which direct payment is not required, the Contractor shall within 60 days of invoice payment submit to the Contracting Authority its written statement and the subcontractor's written statement that the subcontractor received payment for the work performed under this Contract.

### **Direct payments to subcontractors**

### Article 11

*(Note: Provisions of this article apply only if the subcontractor requests direct payment by the Contracting Authority. Otherwise, this article is deleted and the other articles of this Contract are numbered accordingly.)*



The Contractor included in the tender the requests for direct payment for the following subcontractors:

- .....
- .....

For subcontractors that requested direct payment for performed work, the Contractor also provided the Contracting Authority with agreements, based on which the Contracting Authority can, instead of the Contractor, settle subcontractor's receivables from the Contractor.

Since the law governing public procurement contracts stipulates that direct payments to subcontractors are mandatory if a subcontractor requests direct payments in accordance with the provisions of ZJN-3, the Contractor authorises the Contracting Authority to execute payment directly to the subcontractor, on the basis of a confirmed subcontractor's invoice by the Contractor.

## X. CONTRACTUAL PENALTY

### Article 12

If the Contractor violates the provisions of the Contract, the Contracting Authority can deduct the contractual penalty in the amount of 0.5% of the contract value (VAT included) per day from the invoice, but no more than 10% of the contract value (VAT included).

If, due to a delay, the Contracting Authority incurs a loss higher than the contractual penalty, the Contracting Authority is entitled to demand from the Contractor payment of the difference to full damages and full loss arising from poorly or unprofessionally performed work.

Payment of contractual penalty does not discharge the Contractor from the performance of contractual obligations.

## XI. PERFORMANCE GUARANTEE AND WARRANTY GUARANTEE

### Article 13

The Contractor shall within 10 days of the conclusion of the Contract submit to the Contracting Authority an irrevocable and unconditional bank guarantee, executable on first call without objections, namely a performance guarantee in the amount of **10% of contract value**, with a validity of no less than 6 months after the contractually agreed-upon deadline for the completion of contract work.

The Contractor shall within 5 days of the delivery of goods and before payment of the purchasing price submit to the Contracting Authority an irrevocable and unconditional bank guarantee, executable on first call without objections, namely a performance guarantee in the amount of **5% of contract value**, valid for 10 days after the expiry of the warranty period.

## **XII. CONFIDENTIALITY**

### Article 14

Under full liability, the Contracting Authority and Contractor undertake to protect as business secret all information, facts, and contents of this Contract and attached documents and other confidential documents marked as such, and agree to protect during the duration of this contract all information made available to them which could cause significant damage to the other party if an unauthorised person were made aware of them, unless specific information is public on the basis of the law or decision of the court or other competent authority.

## **XIII. WITHDRAWAL FROM THE CONTRACT**

### Article 15

In the event that the Contractor's service is not performed on time or correctly and causes material loss, the Contracting Authority is entitled to immediately withdraw from the Contract and execute the bank guarantee.

The Contract is terminated if the Contracting Authority is made aware that a competent governmental authority or court determined by final decision a violation of labour, environmental, or social security legislation by the Contractor of the public procurement contract or its subcontractor.

## **XIV. ANTI-CORRUPTION CLAUSE**

### Article 16

If, in relation to the conclusion of this Contract, anyone on behalf or for the account of the other contracting party promises, offers, or provides any undue advantage to a representative or agent or intermediary for public sector body or organisation for any of the following:

- award of contract
  - conclusion of contract under more favourable terms and conditions
  - for omission of required supervision over the performance of contractual obligations
  - for other conduct or omission that causes damage to a public sector body or organisation, or provides undue advantage to representative of a body, intermediary of a public sector body or organisation, other contracting party or its representative, agent, or intermediary
- this Contract is null.

## **XV. FINAL PROVISIONS**

### Article 17

In the event of change of status of either contracting party, the obligations and duties under this Contract are transferred to new legal entities.



The contracting parties agree to resolve any potential disagreements or disputes amicably and with mutual agreement. If such a resolution is impossible, dispute shall be resolved by the competent court in Ljubljana.

The contracting parties agree that any issued not defined with this Contract are governed by provisions of the Code of Obligations.

Article 18

This Contract enters into force when signed by both contracting parties.

The Contract is concluded in four (4) identical copies, with each contracting party receiving two (2) copies.

In ....., on

In ....., on .....

**Contractor:**

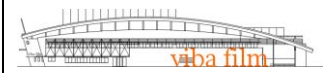
**Contracting Authority:**

**Filmski studio VIBA FILM LJUBLJANA**

**Vojko Stopar**

**Director**

**Director**



**TENDER LABEL**

<b>SENDER</b> (tenderer):	RECEIPT OF TENDER:
	PERSONAL                      BY MAIL
	Date:
	Hour:
	Sequential number of tender:

<b>RECIPIENT:</b>  <b>FILMSKI STUDIO VIBA FILM LJUBLJANA</b> <b>Stegne 5</b> <b>1000 Ljubljana</b>
--

**TENDER LABEL:**

**“DO NOT OPEN – TENDER – No. 1/2017-JNMV-DigKam  
Purchase of digital camera and  
pertaining parts of digital image acquisition system”**

Fill out this form “TENDER LABEL” and attach it to the envelope!