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Number: 430-241/2015-62

Date: 18 -12- 2015

## **PUBLIC TENDER DOCUMENTATION**

**for the concessionaire selection**

**for**

### **Public-Private Partnership for Implementation of Energy Performance Contracting with an Aim of Energy Retrofitting of Public Buildings Owned by The City of Ljubljana, Building Groups 1–4**

**All project development services for this tender have been co-funded by  
Technical Assistance facility ELENA from European Investment Bank (EIB)  
from the Intelligent Energy Europe Programme of the European Union.**

**Contents of this tender documentation with all attachments are  
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Co-funded by the Intelligent Energy Europe  
Programme of the European Union



European  
Investment  
Bank

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## **INSTRUCTIONS FOR APPLICATION PREPARATION**

### **I. INSTRUCTIONS FOR APPLICATION PREPARATION AND ITS SUBMISSION**

#### **1. CONCESSION GRANTOR**

The City of Ljubljana, Mestni trg 1, 1000 Ljubljana, Slovenia.

#### **2. TITLE OF PUBLIC TENDER**

The concessionaire selection for Public-Private Partnership for Implementation of Energy Performance Contracting with an Aim of Energy Retrofitting of Public Buildings Owned by the City of Ljubljana, Building Groups 1–4.

#### **3. CODE OF PUBLIC TENDER**

430-241/2015-60

#### **4. DIVISION INTO GROUPS**

The subject of the public tender is divided into 4 (four) groups, which are listed in Attachment 1.1.  
Bidders can submit their bids for one or more groups of the buildings.

#### **5. LEGAL BASIS AND TYPE OF PROCEDURE**

On the basis of Article 12 of the Decree on Public-Private Partnership for Implementation of Energy Performance Contracting with an Aim of Energy Retrofitting of Public Buildings Owned by the City of Ljubljana (Official Gazette of the Republic of Slovenia, no. 74/2015 from 2 October 2015), this public tender will be implemented according to the competitive dialogue procedure and published on the public procurement portal of the Republic of Slovenia and Official Gazette of the EU, taking into account the rules of the Public-Private Partnership Act (Official Gazette of the Republic of Slovenia, no. 127/06), the Public Procurement Act (Official Gazette of the Republic of Slovenia, no. 12/13 – officially consolidated text, 19/14 and 90/14 – ZDU-1I), Decree on green public procurement, and other legislation from the public procurement and public-private partnership fields.  
Full technical documentation will be published at the portal [www.ljubljana.si/razpisi](http://www.ljubljana.si/razpisi).

#### **6. DESCRIPTION OF THE SUBJECT OF PUBLIC-PRIVATE PARTNERSHIP AND THE SELECTION PROCEDURE**

##### **a) Summary of the project of public-private partnership**



Subject of the concession relationship is a service of the construction, technological and energy retrofit of the buildings, contractual energy savings and introduction of energy management (hereinafter: energy performance contracting services) in buildings owned by the City of Ljubljana, as listed in Attachment 1.1.

Concession for construction works will be implemented according to the model DFBOT (design, finance, build, operate, transfer) and taking into account the provisions of the Public-Private Partnership Act and the Public Procurement Act (Official Gazette of the Republic of Slovenia, no. 12/13 – officially consolidated text, 19/14 and 90/2014 – ZDU-1). Implemented measures as performed by the DFBOT model will become a possession of the concession grantor after the contractual end of the concession period. The DFBOT model will be used by the concession grantor, especially in cases where the measures of energy retrofit will not be permanently attached to the property.

In cases where implementation of certain measures would not be economically feasible or would not be applicable to the model from the previous paragraph, yet it would be from a viewpoint of a deep energy retrofit rational to implement these measures together with other measures of energy retrofit, the DFBTO model (design, finance, build, transfer, operate) of public-private partnership in a form of the concession for construction works could be used by the concession grantor. Implemented measures according to the DFBTO model will become the concession grantor's possession immediately after the investment is concluded, and the concessionaire will be granted the right to implement the energy performance contracting service on the building for the full concession period. In the event that the DFBTO model will be chosen for the implementation of the public-private partnership, the concessionaire will pay the concession grantor a concession fee at the time of the concluded concession contract, thus providing the needed financial resources. The DFBTO model will be used mainly in cases when the measures of energy retrofit will be permanently attached to the property (buildings), according to the *superficies solo cedit* principle.

In the event that none of the models (neither DFBOT nor DFBTO) would fit the extent and type of anticipated measures of energy retrofit, the concession grantor will be able to use a combination of both above-explained models of the concession for construction works where the goals of economic feasibility and deep energy retrofit will be pursued.

In the form "List of buildings and energy retrofit measures", the concession grantor included a list of the minimum required energy retrofit measures and a list of additional necessary energy retrofit measures. The performance of the required energy retrofit measures is financed exclusively with the concessionaire's assets. The scope of performance of additional necessary energy retrofit measures shall be subject of agreement between the concession grantor and the concessionaire in the second phase of the tender, i.e. the competitive dialogue procedure, whereby the amount of potential co-financing for additional required measures by the concession grantor up to the amount for individual group, in accordance with applicable regulation, shall also be subject of agreement. The concession grantor's goal is to achieve as comprehensive performance of energy retrofit measures as possible and on the maximum number of buildings.

The concession grantor will select and determine the most appropriate model of public-private partnership in the second phase of the public tender, i.e. the phase of the competitive dialogue, after a list of required and additional necessary measure of energy retrofit is compiled.



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For the needs of the project realisation and implementation of the energy retrofit measures and energy management of the buildings, the concession grantor will enable the concessionaire the implementation of the construction and technological, investment, and other measures necessary to improve the energy efficiency of the building and achieving the savings in use and costs of the energy sources, in such an extent as agreed-upon with the concession contract in the second phase of the public tender implementation, i.e. the dialogue phase.

After the concluded implementation of the energy retrofit measures (hereinafter: measures) and a successful takeover of the implemented measures on individual buildings from Attachment 1.1, the concessionaire will implement the energy performance contracting in the contractually agreed-upon period, maintenance of the implemented measures to effect the energy savings, and the energy management services of the buildings (hereinafter: energy performance contracting services).

With the purpose of acquiring consents, construction and other administrative permits to implement the project and for the project implementation itself, the concession grantor will ensure appropriate authorisations to the concessionaire and grant it the necessary rights (e.g. easement, the right to implement the construction works, etc.).

The concession contract is concluded for a period of up to 15 years.

The concession period starts on the day of the validity of the concession contract and introduction of the concessionaire to business, and includes the period of the construction works and technological energy retrofit of all buildings from Attachment 1.1 of this tender documentation, as well as the period of implementation of energy performance contracting. Obligations arising from such a concluded contract are implemented accordingly in the time schedule as defined in the concession period.

Duration of the relationship can be extended for a maximum of half of the contractually agreed-upon concession period if justified reasons exist, in particular if this is needed because of additional investments of the concessionaire as a consequence of the concession grantor's requirements or its measurement in the public interest. The volume of additional investments in the extension period is defined in an annex to the concluded concession contract.

In case their relationship is extended, the concession grantor and the concessionaire in the phase of the negotiation procedure, without prior announcement, reconcile the contents of the annex which will be made to the concluded concession contract, wherein the extension period, reasons for extension, and other provisions that change the primary contract will be defined. Prior to the conclusion of the annex, the concession grantor has to prepare an investment document which confirms the justification of the annex conclusion.

Duration of the concession relationship will be defined by the concession contract. The concession relationship is terminated for reasons that will be defined in the concession contract.



The concession grantor or its authorised users or managers of buildings assume, within the scope of the project, responsibility for regular payment of contractual savings provisions and energy management of buildings (energy performance contracting), but only to the amount of the resources that will be saved due to the implementation of measures. The concession grantor's payments depend on the actually realised agreed-upon energy savings or reduced costs of energy consumption.

The concession grantor has the right to co-participation on realised savings arising from the implemented measures. Baselines of measurement and verification of savings are defined in Attachment 1.5.

For the needs of the contractual relationships implementation, the concession grantor provides the concessionaire the right of access to the buildings.

The concession grantor, if needed, participates in the preparation and confirmation of the project documentation and obtaining the necessary administration permits and consents, in so far as it is needed for the project realisation.

The concessionaire takes the responsibilities to implement all, with the concession contract agreed-upon investment and other measures, to achieve the guaranteed energy savings and the responsibility of energy management of the buildings, according to the valid administration permits and the time schedule which will be agreed-upon in the procedure of the concessionaire selection.

The concessionaire is obligated to provide the actual energy savings or reduced costs of the energy consumption, which will be the basis for payments from the concession grantor, and entirely takes over the performance risk of the measures implemented to ensure the energy consumption reduction.

The concessionaire in the contractual period assumes all technical, technological, and financial risks for the implementation of the investment and other measures, and for the implementation of the energy retrofit contracting services and energy management of the buildings, including the risk of profitability of the implemented measures, with the exception from the fifth paragraph of Article 6 of the Decree on Public-Private Partnership for Implementation of Energy Performance Contracting with an Aim of Energy Retrofitting of Public Buildings owned by the City of Ljubljana (hereinafter: the Decree), where the concession grantor assumes the financial risk.

The concessionaire is obligated to provide the financing of implementation of the agreed-upon investment and other measures to achieve energy savings, except when the conditions from the fifth paragraph of Article 6 of the Decree are fulfilled, whereby the obligation of ensuring financial resources necessary to implement the individual measures of energy retrofit of individual buildings for justified reasons is assumed by the concession grantor.

The concessionaire has the responsibility to obtain adequate administrative permits, necessary for the takeover and normal use of buildings (e.g. operating licence).

Other key responsibilities of the concessionaire are:



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- Performing concession with due diligence and diligence of a good expert and good businessman in accordance with the laws, other regulations, and the concessionaire contract.
- Ensuring users an equal and continual provision of public goods in the field of energy in buildings in which it is entitled to perform services of energy performance contracting, and high quality services in accordance with the regulations, the concession contract, and in the public interest.
- Taking into account technical, health, and other norms and standards related to performance of tasks according to the concluded concession contract. Particularly, it is important to ensure reduced energy use at unchanged quality standards for end users, with emphasis on comfort and well-being.
- Use and energy management of the buildings, devices and equipment with due diligence.
- Regularly maintaining buildings, devices, and equipment in the extent defined in the concession contract in a way that maintains their value and ensures their normal usage according to the duration of the contractual period.
- According to the concession grantor's written authorisation and order, guiding preparatory works and investments into the buildings, devices, and equipment (possible extensions).
- Providing undisturbed supervision over the contract implementation.
- After the expiry of the concession period, passing over all measures implemented, buildings, devices, and equipment to the concession grantor in a working condition that enables normal use, and ensuring a minimum one-year warranty for troubleshooting in given buildings, devices, and equipment.
- Keeping adequate records and preparing annual and semi-annual reports according to the Decree and the concession contract.
- Reporting to the concession grantor on concession implementation, when requested.
- Enabling the concession grantor a direct insight into the system of energy management of the buildings that are the subject of the concession contract.
- Keeping and updating records and regularly submitting them to the concession grantor.

#### **b) Description of the concessionaire selection procedure**

The purpose of this public tender is to select a concessionaire that will be able to take over the foreseeable risks in the scope and the content as defined by Decree and this tender documentation.

The concession grantor will implement the competitive dialogue procedure in three phases:

1. PHASE No. 1: QUALIFICATION – In the first (this) phase, the concession grantor will, on the basis of the submitted applications, recognise the qualification of those candidates that will meet the qualification conditions for this tender. The concession grantor will include in the negotiation phase all the candidates that will be recognised as qualified.
2. PHASE No. 2: DIALOGUE – In the second phase, the concession grantor will invite each candidate that will be recognised as qualified to a separate dialogue, where in one or more rounds of the dialogue they will identify possible solutions according to the concession grantor's needs and economic benefit, which the individual candidate



will pursue. The concession grantor will implement the dialogue with candidates with recognised qualifications according to the order of the submitted applications. Within the dialogue, the wording of the concession contract will be adopted. The scope of additional necessary energy retrofit measures performed within the project and the associated potential concession grantor's co-financing share for the performance of additional necessary energy retrofit measures, limited for individual group in accordance with applicable regulations, shall be the subject of agreement between the concession grantor and candidate. Draft time schedule of the implementation of energy retrofit measures will also be agreed. The concession grantor reserves the right to change the content and the scope of the project during the dialogue phase, according to information gained in the dialogue phase, with an aim to establish a balanced public-private partnership and to ensure as comprehensive energy retrofit as possible for the maximum number of buildings. The concession grantor may reduce the number of buildings in an individual group in the event that the concession grantor's participation in the project is considered uneconomical from the perspective of the concession grantor or that a successfully awarded contract for the full group of buildings is unforeseeable for this reason. The concession grantor assures all invited candidates an equal treatment and the same information which will be the basis for submission of their final tenders. The concession grantor reserves the right to reject the candidate who demonstrates, on the basis of the implemented dialogue, that it is not capable of implementing the subject of the public-private partnership in a manner and under the conditions defined by the concession grantor.

3. PHASE No. 3: SUBMISSIONS OF THE FINAL BID – After the concluded phase of the dialogue, the concession grantor will form a final invitation to submit tenders, where the final conditions for the concessionaire selection and technical and other requirements in accordance with the contents of negotiations, implemented with the candidates, will be defined. Final invitation to submit tenders will also comprise an agreed-upon draft of the concession contract and a precise definition of the contents and scope of the project. Rights and obligations of both contractual parties, as specified in the dialogue phase, will also be part of the final invitation. The concession grantor will check each of the final tenders, if they meet the conditions from the invitation to submit final tenders. From those that meet these conditions, the concession grantor will, on the basis of the selection criterion of "most economically advantageous tender", select the concessionaire.

The economically most advantageous tender will be assessed by the following criteria:

- scope and value of savings
- ratio between scope of savings and value of investment
- concession grantor's share of savings

Individual criteria will be defined in details in the dialogue phase and before the final submission of final written tenders.

The selection procedure will be completed with the Act of Selection. The concession grantor is entitled, in all phases of the procedure of public tender implementation, to make a decision to conclude the public tender without the selection, but its decision must be justified. After the finality of the Act of Selection, the concession grantor and the concessionaire will sign a concession contract. The concession relationship will be established by signing the concession contract.



## 7. CONTENTS OF THE TENDER DOCUMENTATION

Tender documentation is comprised of the following documents:

1. Technical documentation
  - 1.1. List of buildings
    - Group of buildings no. 1
    - Group of buildings no. 2
    - Group of buildings no. 3
    - Group of buildings no. 4
  - 1.2. General building information and their energy consumption
    - Group of buildings no. 1
    - Group of buildings no. 2
    - Group of buildings no. 3
    - Group of buildings no. 4
  - 1.3. The list of services for the implementation of measures to ensure savings
    - Group of buildings no. 1
    - Group of buildings no. 2
    - Group of buildings no. 3
    - Group of buildings no. 4
  - 1.4. Energy management system
  - 1.5. Baselines for measurement and verification of savings
2. Additional form sheets
  - 2.1. Form CODE OF APPLICATION
  - 2.2. Form APPLICATION
  - 2.3. Form INITIAL OFFER IN HARD AND E-COPY (EXCEL)
  - 2.4. Form STATEMENT
  - 2.5. Form STATEMENT OF THE LEGAL ENTITY
  - 2.6. Form STATEMENT OF THE LEGAL REPRESENTATIVE OF THE LEGAL ENTITY
  - 2.7. Form STATEMENT OF THE BANK
  - 2.8. Form TENDER GUARANTEE AS PER URDG 758
  - 2.9. Form PERFORMANCE GUARANTEE AS PER URDG 758
  - 2.10. Form REFERENCES

## 8. DEADLINE TO RECEIVE THE TENDER

17 March 2016 until 12:00 hrs

Applications which will not be submitted to the registry office on time will be rejected as overdue or treated as incorrectly submitted. Applications have to reach the registry office by the above-stated deadline (in person or by mail); otherwise, they will be treated as not received on time. The application that will be received too late will be returned unopened by the concession grantor to the sender.

The applications can be submitted in person every workday from 8:00 to 14:00 hrs.

Candidates can change or withdraw their applications by written notice, which has to arrive to the registry office before the deadline to submit the applications. In case of withdrawal, the application will be returned to the submitter unopened.





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## **9. REGISTRY OFFICE**

City of Ljubljana,  
City Administration  
Public Procurement Office (Secretariat)  
Dalmatinova 1  
1000 Ljubljana  
SLOVENIA

## **10. PUBLIC OPENING OF THE TENDERS**

Starting on 18 March 2016 at 14:00 hrs at: The City of Ljubljana, City Administration, Public Procurement Office, Dalmatinova 1, 1000 Ljubljana (2nd floor).

Representatives of the candidates who are not their legal representatives have to, in order to have a valid representation of the candidate, submit this document, which is issued by the legal representative of the candidate, before the opening. Unauthorised representatives of the candidate cannot perform activities that are considered a legal representation of the legal entity.

## **11. LANGUAGE OF THE TENDER DOCUMENTATION AND THE TENDER**

The entire tender documentation has been prepared in Slovenian and translated into English. In case of a potential mismatch or different understanding, the Slovenian version of the tender documentation takes precedence. Candidates can submit their bids in Slovenian or English. In case of doubt, the concession grantor reserves the right to demand from the candidate translations of certain parts of their bids into Slovenian at its own costs (Article 23 of ZJN-2). Answers to the candidates' questions will be given in Slovenian and English, where the same rules apply.

## **12. ADDITIONAL EXPLANATIONS**

Candidates have to submit their requests for additional explanations on tender documentation to the concession grantor through a special form at the Official Gazette – Public Tenders Portal ([www.enarocanje.si](http://www.enarocanje.si)), where the present invitation to tender is published. The concession grantor is not obligated to respond to questions submitted in any other manner.

Requests for additional explanations have to be submitted no later than 1 March 2016 until 12:00 hrs. The concession grantor is not obligated to respond to requests for additional explanations submitted after the deadline from the previous paragraph.

The concession grantor will submit additional explanations regarding the tender documentation to the Official Gazette of the Republic of Slovenia – Public Procurement Portal ([www.enarocanje.si](http://www.enarocanje.si)), where the present invitation to tender is published, no later than six days before the deadline to submit applications, under the condition that the request has been submitted on time.

The concession grantor will offer to the candidates a possibility of a cursory inspection of the buildings. The cursory inspection of buildings will be possible upon advance notice from the candidates to the City Administration of the City of Ljubljana, EOL Team (T:



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+386-1-306-4152, E: [elena@ljubljana.si](mailto:elena@ljubljana.si)) in two time slots, the first expected in the middle of January 2016 and the second one in the middle of February 2016. Time slots will be published additionally at both portals.

### **13. SUBMISSION OF A JOINT APPLICATION BY MULTIPLE PARTNERS**

A group of business entities can submit a joint (group) application. In such case, the group has to attach to their application a contract on joint implementation of the subject of the public tender, where the leading partner and other partners have to be defined. This contract has to stipulate that all partners are jointly and severally liable for the entire obligation and each part thereof. The contract has to be signed by all partners. Item II of these instructions stipulates that, in case of a joint application, either each of the partners or all partners together has/have to meet the individual conditions.

THE LEADING PARTNER is a business entity in the joint application who will, if awarded the concession contract, receive from the public partner obligations, instructions, and payments on behalf and on account of all partners. The leading partner, as well as other partners, assume their responsibility towards the public partner to implement all obligations in full.

PARTNERS, who are not the leading partner at the same time, are the business entities who, if awarded the concession contract, implement their obligations from the concession contract indirectly in accordance with instructions of the leading partner.

### **14. RESTRICTIONS ON COOPERATION**

Each candidate can submit or apply in one application for the individual group of buildings. A candidate who applies in more than one application, regardless of whether it is individually or as a partner, disqualifies all applications in which it applies. All disqualified applications will be rejected as incorrect.

### **15. COSTS OF APPLICATION PREPARATION, COOPERATION IN APPLICATION PREPARATION AND BID PREPARATION**

The candidate assumes total costs of application preparation, cooperation in application preparation, and bid preparation, including the costs of financial guarantees and other eventual costs that may arise in the procedure of the concessionaire selection. By submitting an application, the candidate agrees to the method of implementation of the public tender as defined in tender documentation.

### **16. REVIEW AND ASSESSMENT OF APPLICATION**

In the review of the application, only those documents and references that are required in tender documentation are being assessed. Regarding the submitted documents and references (statements), explanations and additional (material) evidence on meeting the individual requirements and conditions from tender documentation can be required from the bidder. In case of formal incompleteness of the application, the concession grantor will act in accordance with Article 78 of the Public Procurement Act (ZJN-2).

Upon the concession grantor's call, the candidate selected will have to submit in the public tender procedure the information on:



- founders, stakeholders, including silent stakeholders, shareholders, limited partners, and other owners, and information on equity shares of the aforementioned persons
- business entities which are considered associated entities, according to the provisions of the law governing business entities

According to the sixth paragraph of Article 14 and Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, no. 69/11 – officially consolidated text), the candidate selected will have to, before concluding the concession contract with the concession grantor, to ensure transparency of the transaction and prevent the risk of corruption, hand over the statement or information on participation of the natural persons and legal entities in the candidate's ownership, including participation of silent stakeholders and business entities which are considered, according to the provisions of the Companies Act, associated with the candidate. For natural persons, the statement consists of the name and surname, address of residence, and ownership share. If the candidate submits a false statement or misrepresents facts, the contract is rendered null.

## 17. STATUTORY CHANGES OF CANDIDATES

In case of statutory changes of the candidate, the concession grantor will assess the suitability of each such candidate separately, assuming the position that, regardless of statutory changes, the candidate who is a universal legal successor of its predecessor represents business continuity. The same applies to the successor who, from its predecessor, takes over the entirety of the business, human resources, knowledge, experience, and necessary infrastructure in regards to the subject of the public tender.

However; the successor has to have enough capital and financial resources for successful implementation of the project. Where these conditions are not entirely met, the concession grantor will not acknowledge the continuity. During the contract period, all potential changes are treated equally by analogy, as stated above.

The legal successor enters the procedure of establishing the public-private partnership in the current phase of the procedure at the time of inheritance, and takes over the rights and obligations of its predecessor in full.

## 18. BUSINESS SECRET

The concession grantor will protect as a business secret only those parts of the application and the tender which will be clearly marked as a business secret, with pages in the application or the bid that the concessionaire wishes to protect as a business secret marked with capital letters in the right upper corner with the words "BUSINESS SECRET".

At the same time, candidates have to attach to their tenders a decision of the business entity indicating that the data marked as a business secret is in accordance with the provisions defining the concept and method of protecting business secrets. Public information, according to the provisions of the Public Procurement Act and the Public Information Access Act, will not be protected as a business secret.

Information not marked in the application or tender as a business secret as described above will be treated by the concession grantor as public. Protection of business secrets is governed by Slovenian law.



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## 19. LEGAL PROTECTION

In the process of the tender implementation, the legal protection is provided under the Legal Protection in Public Procurement Procedures Act (ZPVPJN, Official Gazette of the Republic of Slovenia, no. 43/11, 60/11 – ZTP-D, 63/13, and 90/14 – ZDU-1).

The application for a review, which relates to the content of the publication and/or tender documents, may be filed within eight working days from the date of publication of the tender notice or the notice of additional information, information on incomplete procedure or correction, provided that this notice changes or supplements the requirements or criteria for selecting the most favourable bidder in the tender documentation or previously published contract notice. An application for a review under this paragraph shall in no case be filed after the deadline, set for submission of applications. The applicant files an application for a review with the concession grantor, with a copy of the review claim also informing the Ministry of Public Administration. The request for a review shall be filed in writing directly to the grantor, by registered mail or by registered mail with return receipt or in electronic form, if certified with a qualified certificate. An applicant for a review of application has to pay a fee of EUR 7,000.



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## **II. CONDITIONS TO DETERMINE CAPABILITIES AND INSTRUCTIONS ON HOW TO PROVE THE CAPABILITIES OF THE CANDIDATES**

A candidate has to meet all conditions stated under this item. To prove that conditions are met, the candidate has to attach evidence as listed under each required condition. Unless otherwise stated under specific conditions, a document can be submitted as a copy and without a notarial certification. The concession grantor reserves the right to review the original documents. Forms of statements that the candidate has to submit are a part of tender documentation. Statements can be submitted either on these forms or on candidates' own forms, but the contents may not differ significantly from the attached forms. Statements of candidates have to be written and signed by the candidates' responsible persons, stamped, and submitted as originals. Regardless of specified or required maximum allowed validity, the documents always have to reflect the current state.

The concession grantor reserves the right to require from the candidates the additional evidence or explanations to meet individual conditions in the phase of assessment of the applications' completeness, in the event that it is not clearly evident from the evidences attached if an individual condition is met or not, or when the concession grantor doubts the authenticity of the documents submitted.

### **BIDS OF CANDIDATES WITH HEADQUARTERS OUTSIDE OF THE REPUBLIC OF SLOVENIA:**

A candidate who does not have its headquarters in the Republic of Slovenia, and all its legal representatives, have to submit evidence that they have not conducted any activities specified in the first paragraph of Article 42 of the Public Procurement Act (ZJN-2). If the country where the candidate has its headquarters does not issue such documents, the concession grantor will instead accept a sworn statement of witnesses or sworn statement of the candidate. This statement has to be certified by a competent judiciary or administrative body, notary, or a competent authority for professional or business entities in the country where the candidate has its headquarters.

### **A) GENERAL CONDITIONS**

#### **1. FIRST CONDITION**

A candidate is registered to perform the activity which is the subject of the tender invitation.

#### **METHOD OF FULFILLING THE CONDITION:**

The condition has to be met by the candidate. In case of a joint application, each of the partners has to meet the condition.

#### **Required evidence:**

The candidate and each of the partners confirm meeting the condition by signing the statement in the form APPLICATION.

#### **2. SECOND CONDITION**

The candidate and each of its legal representatives, in case of a legal entity, have not been convicted of the offenses specified in the first paragraph of Article 42 of the Public Procurement Act (ZJN-2).



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#### METHOD OF FULFILLING THE CONDITION:

The condition has to be met by the candidate. In case of a joint application, each of the partners has to meet the condition.

##### Required evidence:

To meet this condition, a candidate with the headquarters in the Republic of Slovenia and all its legal representatives submit a certificate from the criminal records that shows the current state.

If the candidate and all its legal representatives do not submit a certificate from the criminal records in order to meet this condition, they have to:

- Sign the statement of the legal entity under the criminal and material liability.
- Attach the signed statements, in the attachments to this tender documentation, of the legal representatives of the legal body, under the criminal and material liability.

To meet this condition, a candidate who does not have its headquarters in the Republic of Slovenia and all its legal representatives have to submit evidence that they have not conducted any activities specified in the first paragraph of Article 42 of the Public Procurement Act. If the country where the candidate has its headquarters does not issue such documents, the concession grantor will instead accept a sworn statement of witnesses or sworn statement of the candidate. This statement has to be certified by a competent judiciary or administrative body, notary, or a competent authority for professional or business entities in the country where the candidate has its headquarters.

#### 3. THIRD CONDITION

On the cut-off date for submission of applications, the candidate should not be listed in the record of bidders with negative references, pursuant to Article 77a of the Public Procurement Act or Article 81a of the Act Regulating Public Procurement in Water, Energy, Transport and Postal Services.

##### Required evidence:

The candidate confirms meeting this condition by signing the statement in the form APPLICATION. In case of a joint application, each partner has to meet this condition.

#### 4. FOURTH CONDITION

A candidate should not be listed in the evidence of business entities from Article 35 of the Integrity and Prevention of Corruption Act

##### Required evidence:

A candidate confirms meeting this condition by signing the statement in the form APPLICATION. In case of a joint application, each partner has to meet this condition.

#### 5. FIFTH CONDITION:

On the cut-off date for submission of applications:

- A candidate is not in bankruptcy proceedings and no proposal to start bankruptcy proceedings has been submitted, on which the court has not yet decided.
- A candidate is not in compulsory composition.
- A candidate is not in compulsory dissolution.
- No proposal to start compulsory dissolution proceedings has been submitted, on which the court has not yet decided.



- For any other reason, candidate's transactions are not administered by the court or the candidate has not suspended business activities or is not in any similar situation.
- In supplying the information required in accordance with the provisions of Articles 41 to 49 of the Public Procurement Act (ZJN-2), in this or the preceding procedures, the candidate has not intentionally misrepresented or failed to provide such information.

**Required evidence:**

A candidate confirms meeting this condition by signing the statement in the form APPLICATION. In case of a joint application, each partner has to meet this condition.

**B) CONDITIONS FOR DEMONSTRATING THE ECONOMIC, FINANCIAL, TECHNICAL, AND PERSONNEL CAPABILITIES**

**6. SIXTH CONDITION**

On the day when the application has been submitted, a candidate, in accordance with the state regulations where its headquarters are located or with the regulations of the concession grantor's state, has no overdue outstanding obligations regarding the payment of social security contributions or payment of taxes in the amount of EUR 50 or more.

**METHOD OF FULFILLING THE CONDITION:**

The condition has to be met by a candidate. In case of a joint application, each partner has to meet the condition. In case of an application with subcontractors, each subcontractor also has to meet this condition.

**Required evidence:**

The fulfilling of this condition is checked by the concession grantor. Foreign bidders have to submit an adequate document, notary verified and proving that the candidate fulfils this condition.

**7. SEVENTH CONDITION**

A candidate has had no blocked business accounts in the last 12 months prior to the issuance of the evidence.

**METHOD OF FULFILLING THE CONDITION:**

A candidate has to meet the condition. In case of a joint application, each partner has to meet the condition. In case of an application with subcontractors, each subcontractor also has to meet this condition.

**Required evidence:**

A candidate demonstrates compliance with the condition by submitting certificates of all banks where it has an open bank account or an appropriate credit rating report indicating the fulfilment of the condition. Certificate or credit rating report must be issued in no more than thirty days before the cut-off date for the submission of applications. In case of a joint application, this condition has to be fulfilled by each partner.

**8. EIGHTH CONDITION**

The average of its revenue realisation in the last three years (2012, 2013, and 2014) amounted to at least twice the level of the offered value of energy retrofit measures. In



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case the bidder did not exist in one of those three years, the revenue realisation is considered EUR 0. In joint tenders, revenue realisation is calculated and corrected in the following way:

- In case of a joint tender of two partners, revenue realisation of both partners are summed and multiplied by a coefficient of 0.9; the result is the revenue realisation.
- In case of a joint tender of three partners, revenue realisation of all three partners are summed and multiplied by a coefficient of 0.8; the result is the revenue realisation.
- In case of a joint tender of four or more partners, revenue realisation of all partners are summed and multiplied by a coefficient of 0.7; the result is the revenue realisation

**METHOD OF FULFILLING THE CONDITION:** A candidate has to meet the condition. In case of a joint application, each partner has to meet the condition.

**Required evidence:**

A candidate demonstrates compliance with the condition by providing appropriate credit rating information or other documents showing fulfilment of the condition.

**9. NINTH CONDITION**

A candidate submits a financial plan, which includes all costs of implementation of measures of energy retrofit of buildings and all costs of implementation of the concession activities and financial resources to cover the foreseeable costs, establishing that it has the financial resources necessary for realisation of the implementation of measures of energy retrofit of buildings for each group of buildings separately. A candidate has to establish that it has guaranteed access to financial resources or its own financial resources allocated for the realisation of the measures for each group of buildings, in the amount of at least EUR 2,000,000.00 (VAT not included) or as much as is the investment in the required measures for each group of buildings separately.

**METHOD OF FULFILLING THE CONDITION:**

A candidate has to meet the condition. In case of a joint application, each partner has to meet the condition.

**Required evidence:**

A candidate affirms meeting this condition by submitting a financial plan which also includes the indicative time schedule. In a financial plan, the candidate has to state the value of all calculative elements (structure of the price) on the basis of which the candidate has prepared the financial plan and made the initial cost estimate. A financial plan has to comply with the contents of the technical documentation.

A candidate has to prove that it has guaranteed access to financial resources or its own financial resources allocated for the realisation of energy retrofit measures for each group of buildings separately, specifically in the full value of investment into required measures for each group of buildings separately, by submitting a binding statement from the bank. The statement from the bank has to be binding and has to comply with the contents of the sample of the statement in the tender documentation. The statement from the bank has to be valid for at least 270 days from the cut-off date for the submission of applications.

The financial plan has to comply with the description of the technological solution of implementation of measures of energy retrofit. Time schedule of the project





realisation has to be feasible and realistic and in accordance with the technical attachments. The public partner reserves the right to require from the candidate in the assessment phase additional explanations and/or evidences regarding the indications from the financial plan

#### 10. TENTH CONDITION

A candidate has the relevant experience and references in carrying out the subject of this invitation to tender. The concession grantor will consider the candidate as having the relevant experience and references in carrying out the subject of this invitation to tender if in the last five years before the publication of this invitation it had implemented energy performing contracting services and energy management for at least 15 buildings in a continuous duration for at least 12 (twelve) months.

##### METHOD OF FULFILLING THE CONDITION:

A candidate has to meet the condition. In case of a joint application, each partner has to meet the condition.

##### Required evidence:

A candidate specifies its reference transactions in the application form REFERENCES. The reference works have to be approved by relevant contracting authorities.

#### 11. ELEVENTH CONDITION

A candidate commits to take out the liability insurance for damage caused in the course of or in connection with the concession implementation to the concession grantor or a third party by the candidate or another party who will be working on its behalf, and for the normal risks arising out of or associated with the implementation of the foreseeable individual measures of energy retrofit which will be the subject of public-private partnership.

##### METHOD OF FULFILLING THE CONDITION:

A candidate has to meet the condition. In case of a joint application, each partner has to meet the condition.

##### Required evidence:

A candidate confirms meeting this condition by signing the statement in the form APPLICATION.

#### 12. TWELFTH CONDITION

A candidate will, in case that it is selected, accept all the obligations laid down by the Decree on Public-Private Partnership for Implementation of Energy Performance Contracting with an Aim of Energy Retrofitting of Public Buildings Owned by the City of Ljubljana (Official Gazette of the Republic of Slovenia, no. 74/2015 from 2 October 2015), tender documentation, and the concession contract.

A candidate has to demonstrate that it is able to ensure the implementation of the concession in a continuous and high-quality manner, taking into account the Decree, regulations, norms and standards, and the local customs.



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A candidate is equipped with the appropriate technical equipment and personnel that enable quality performance of the undertaken obligations.

**METHOD OF FULFILLING THE CONDITION:**

A candidate has to meet the condition. In case of a joint application, each partner has to meet the condition.

**Required evidence:**

A candidate and each of the partners confirm meeting this condition by signing the statement in the APPLICATION form.

**13. THIRTEENTH CONDITION**

A candidate submits a description of the technological solution which complies with the requirements of the concession grantor's requirements as defined in the tender documentation, establishing that it will use modern technologies and materials that meet the modern standards in the market.

**METHOD OF FULFILLING THE CONDITION:**

A candidate has to meet the condition. In case of a joint application, each partner has to meet the condition.

**Required evidence:**

A candidate confirms meeting this condition by submitting a description of the offered technological solutions, wherein the candidate lists and describes a proposal of its technological solution, which has to comply with the requirements of the public partner.

Coordination of the proposed technological solutions will be the subject of the second phase of the competitive dialogue.

**C) FINANCIAL INSTRUMENTS FOR GUARANTEES**

A candidate will have to submit to the concession grantor a bank guarantee or the appropriate suretyship insurance with the insurance company in order to secure its performance of obligations. Bank guarantees and suretyship insurance with the insurance company have to be unconditional and payable on first demand and have to be issued according to the samples from the tender documentation. The currency used is EUR. The financial guarantees that the applicant does not submit using the samples from the tender documentation must not deviate significantly from the sample bank guarantee of the tender documentation and may not include additional conditions for payment, shorter deadlines, and lower amount as set by the concession grantor, or changes in the territorial jurisdiction to settle disputes between the beneficiary and the bank.

**Tender guarantees (in 3rd phase, with the final tender)**

A candidate may provide, as a tender guarantee:

1. a bank guarantee for tender
2. a suretyship insurance for tender
3. a security for tender



Candidates are obligated to submit a tender guarantee when submitting the final tender. If the candidate selected does not conclude a contract with the public partner, the public partner shall execute/hold the tender guarantee. The tender guarantee submitted shall be valued :

- for building group 1 110.000,00 EUR
- for building group 2 103.000,00 EUR
- for building group 3 100.000,00 EUR
- for building group 4 93.000,00 EUR, valid until the day of tender validity. If the candidate defines a later validity deadline than required by the tender, it must be covered by the tender guarantee. The tender guarantee becomes valid on the day of public opening of tenders.

If providing a security, the candidate shall transfer the security to the bank account of EZR of the City of Ljubljana – implementation of the budget, no. SI 01261-0100000114, at The Bank of Slovenia, public tender number as the reference 15-620031.

For payment purposes, reference 15-620031 must be included.

**Required evidence:**

Evidence of tender guarantees must be submitted by candidates in the tenders, as follows:

- Attachment C/1: Bank guarantee for tender
- Attachment C/1a: Suretyship insurance with an insurance company
- Attachment C/1b: Receipt for the payment of security for tender

**RETURN OF TENDER GUARANTEE:**

Non-executed bank guarantees or suretyship insurances are released to candidates that were not selected after the procedure for awarding a contract is concluded, and to the candidate selected when the candidate selected issues a performance guarantee.

In the event of a security, the concession grantor shall return securities to all candidates that were not selected after the procedure for awarding a contract, and to the candidate selected when the candidate selected issues a performance guarantee. No interest shall be applied to securities.

**EXECUTION OF TENDER GUARANTEE:**

The public partner shall execute the tender guarantee or withhold the security in any of the following cases:

- If the candidate withdraws the tender after the cut-off date for submission of tenders.
- If the candidate rejects the contract.
- If the candidate does not issue a performance guarantee after concluding the contract.

**Performance guarantee**

The candidate selected shall submit a performance guarantee in the form of a bank guarantee or suretyship insurance (Attachment 2.9) to the public partner no later than 15 days after signing the concession contract, in accordance with the harmonised model of the concession contract which will take place in the second phase of the tender, i.e. the competitive dialogue.



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The value of the performance guarantee is 10% (ten percent) of the total investment value of the energy retrofit measures in EUR, VAT included for individual group of buildings. The performance guarantee is irrevocable, unconditional and payable on first call.

#### **D) APPLICATIONS OF CANDIDATES WITH HEADQUARTERS OUTSIDE OF THE REPUBLIC OF SLOVENIA**

In case that the state in which the candidate is established does not issue any of the required documents, the candidate may submit its own sworn statement certifying compliance with the condition set. This statement has to be certified by a competent judiciary or administrative body, notary, or a competent authority for professional or business entities in the country where the candidate has its headquarters.

#### **D) THE MINIMUM AND MAXIMUM NUMBER OF CANDIDATES**

The minimum and maximum number of candidates who will be admitted to the dialogue phase is not limited. All candidates who will be recognised as qualified will participate in the dialogue phase.

### **III. REQUIRED CONTENTS OF TENDER DOCUMENTATION**

It is desirable that the application is bound and the forms stacked in order as following. The application has to include all documents, as follows:

#### **a) CANDIDATES HAVE TO SUBMIT THE FOLLOWING FORMS WHICH ARE PART OF THE TENDER DOCUMENTATION:**

1. Filled-in form The list of services for implementation of measures to ensure savings in hard and e-copy (Excel) (Attachment 1.3)
2. Filled-in form CODE OF APPLICATION, attached to the envelope (Attachment 2.1)
3. Form APPLICATION, filled-in and signed by all partners in one copy (Attachment 2.2)
4. Form INITIAL OFFER IN HARD AND E-COPY (EXCEL) (Attachment 2.3)
5. Form STATEMENT, filled-in and signed by all partners in one copy (Attachment 2.4)
6. Form STATEMENT OF THE LEGAL ENTITY, filled-in and signed by the candidate separately (Attachment 2.5)
7. Form STATEMENT OF THE LEGAL REPRESENTATIVES OF THE LEGAL ENTITY, filled-in and signed by each legal representative (Attachment 2.6)
8. Form STATEMENT OF THE BANK, signed by the candidate's bank (Attachment 2.8)
9. Form TENDER GUARANTEE AS PER URDG 758 (Attachment 2.8)
10. Form PERFORMANCE GUARANTEE AS PER URDG 758 (Attachment 2.9)
11. Form REFERENCES (Attachment 2.10)

#### **b) CANDIDATES HAVE TO SUBMIT ALSO THE FOLLOWING DOCUMENTS:**



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12. An appropriate credit rating report or certificates of all banks where the candidate has an open account; in case of a joint application, each partner has to submit a certificate
13. Financial plan
14. Time schedule of the project realisation
15. If submitting a joint application, the candidate has to submit a contract for the joint implementation of the subject of the public tender (PARTNERSHIP CONTRACT)
16. Other documents, if the tender documentation, with its corrections, additional explanations, or corrections of publication requires additional documentation
17. Scan of the entire tender documentation in a PDF form on CD, DVD or USB key. In case of mismatch between the hard and e-version of the document, the hard (paper) version is applicable.



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**ATTACHMENT 2.1**

**CODE OF APPLICATION**

<b>SENDER (a candidate):</b>	<b>RECEIPT OF APPLICATION:</b>
	<b>PERSONALLY</b> <b>BY POST</b>
	Date:
	Time:
	Number:
	Serial number of an offer:

<p align="center"><b>RECIPIENT:</b></p> <p align="center"><b>CITY OF LJUBLJANA</b> City Administration, Public Procurement Office Dalmatinova 1, 2nd floor 1000 Ljubljana</p>
---

**CODE OF APPLICATION:**

**“DO NOT OPEN”**

**Application for the project:**  
*Public-Private Partnership for Implementation of Energy Performance ContractingW  
with an Aim of Energy Retrofitting of Public Buildings Owned by the City of Ljubljana  
– Group...*

<b>GROUP 1</b> <input type="checkbox"/> *	<b>GROUP 2</b> <input type="checkbox"/> *
<b>GROUP 3</b> <input type="checkbox"/> *	<b>GROUP 4</b> <input type="checkbox"/> *

**\*(MARK THE GROUP(S) THAT YOU APPLY FOR)**

**Fill in this form “CODE OF APPLICATION” and stick it on the envelope!**



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**ATTACHMENT 2.2**

**APPLICATION**

THE CONCESSION GRANTOR	City of Ljubljana, Mestni trg 1, 1000 Ljubljana
PUBLIC TENDER	Public-private partnership for implementation of energy performance contracting with an aim of energy retrofitting of public building owned by the City of Ljubljana – GROUP ...

**1. INFORMATION/DETAILS**

**LEADING PARTNER**

FULL COMPANY NAME	
ADDRESS	
TAX NO.	
LIABLE FOR VAT	<input type="checkbox"/> YES <input type="checkbox"/> NO
REGISTRATION NUMBER	
TELEPHONE	
FAX	
E-MAIL	
WEBSITE	

**PARTNERS (IF EXISTING)**

FULL COMPANY NAME AND ADDRESS OF EACH PARTNER (candidate copies the line number, if necessary)	

**CONTACT PERSON**

TITLE	
EMPLOYED BY	
E-MAIL	
TELEPHONE	



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## ATTACHMENT 2.3

### INITIAL OFFER IN HARD AND E-COPY (EXCEL)

The form is available within the technical documentation at the portal [www.ljubljana.si/razpisi](http://www.ljubljana.si/razpisi).





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## ATTACHMENT 2.4

BIDDER:

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### STATEMENT

We declare the following:

1. We are fully aware of the tender documentations and all its amendments and clarifications, that we agree with the content and accept it as such, and that we will comply, in the preparation of our application and subsequent bids, with the provisions of the tender for Public-private partnership for implementation of energy performance contracting with an aim of energy retrofitting of public building owned by the City of Ljubljana – GROUP ....
2. We hereby agree that the concession grantor shall not conclude the contract with us unless we submit all the required securities for the transaction.
3. Our application or offer is rejected as improper if we, as a candidate or a partner in the present procedure, also participate in other applications.
4. We assume material and criminal liability for the veracity of data.
5. We authorise the leading partner to sign and conclude the concession contract and to accept the obligations, instructions, and payments from the concession grantor.
6. The candidate and each of its legal representatives, in case of a legal entity, has not been convicted of offenses specified in the first paragraph of Article 42 of the Public Procurement Act (ZJN-2).
7. We are registered for conducting the business activity that is the subject of the invitation to tender.
8. On the cut-off date for submission of applications:
  - We are not in compulsory composition, nor has a proposal for initiating compulsory composition, on which the court has not yet decided, been submitted against us.
  - We are not in bankruptcy proceedings, nor has a proposal for initiating bankruptcy proceedings, on which the court has not yet ruled, been submitted against us.
  - We are not in compulsory dissolution proceedings.
  - A proposal for initiating compulsory dissolution, on which the court has not yet decided, has not submitted against us.
  - For any other reason, our business activities are not administered by the court, we have not suspended our business activities, and we are not in a similar situation.
  - We have not been or are not convicted by final judgement in any country for an offense in regards to our professional conduct.
  - The concession grantor cannot prove, on any justified grounds, a significant professional misconduct or a serious professional misconduct.
  - In supplying the information required in accordance with the provisions of Articles 41 to 49 of the Public Procurement Act (ZJN-2), in this or the preceding procedures, we have not intentionally misrepresented or failed to provide such information.



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- We are not excluded from the public procurement procedures due to the inclusion in the record of bidders with negative references referred to in Article 77 of the Public Procurement Act or Article 81 of the Act Regulating Public Procurement in Water, Energy, Transport and Postal Services.
9. The officials of the City of Ljubljana or their family members are not involved with the candidate as managers, members of management boards, or legal representatives, either directly or indirectly through other legal entities in more than 5% of the share in founding rights, management, or equity.
  10. We have not been imposed a secondary sentence on the basis of Article 15a of the Liability of Legal Persons for Criminal Offences Act.
  11. We are not in the register of business entities referred to in Article 35 of the Integrity and Prevention of Corruption Act.
  12. On the day when the application was submitted, in accordance with the regulations of the country in which we are established or regulations of the concession grantor's country, we do not have overdue outstanding obligations relating to the payment of social security contributions or to the payment of taxes in the amount of EUR 50 or more.
  13. On the day when the application was submitted, we do not have any overdue outstanding obligations towards the City of Ljubljana and legal entities founded by the City of Ljubljana.
  14. We accept all the obligations set by the Public-Private Partnership for Implementation of Energy Performance Contracting with an Aim of Energy Retrofitting of Public Buildings Owned by the City of Ljubljana.
  15. We made no false or misleading information in the application which could affect the decision of the concession grantor.
  16. The concession grantor can, for the purpose of implementing the invitation to tender, ask the competent national authorities at any time to confirm the entries listed in the tender documentation, and can obtain in the name of the candidate the relevant evidence from the official records, which proves the fulfilment of conditions stipulated in the tender documentation.
  17. We hereby authorise the concession grantor to obtain the personal information issued by third parties applying for this business transaction, and we are willing to disclose them to the concession grantor for the purposes of verification and implementation of this business transaction.
  18. During the bidding phase, the concession grantor can request additional explanations or evidence that demonstrates compliance with the conditions imposed for the recognition of qualifications.
  19. We will, upon the concession grantor's request, submit the following information:
    - our founders, partners, including silent partners, shareholders, limited partners or other owners, and information on the ownership interests of those persons
    - economic operators that are considered, according to the provisions of the Companies Act, associated companies
  20. Before signing the concession contract, we will, to ensure transparency of the business transaction and to avoid the risk of corruption, hand over to the concession grantor a declaration or information on the participation of natural and legal persons in our ownership, including the participation of silent partners, as well as economic operators that are, pursuant to provisions of the Companies Act, considered to be associated with our companies.



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21. We will promptly notify the concession grantor about the changes of all relevant information from the bid that may occur at any stage of realisation of the tender transaction for which we are applying.

CANDIDATE

SIGNATURE

Leading partner:  
Title of the signatory:

Partner 1:  
Title of the signatory:

Partner 2:  
Title of the signatory:

(In case of more partners, candidates add new lines to the table, accordingly.)



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## ATTACHMENT 2.5

### STATEMENT OF THE LEGAL ENTITY

With regard to the public tender "Concessionaire Selection for Public-Private Partnership for Implementation of Energy Performance Contracting with an Aim of Energy Retrofitting of Public Buildings Owned by the City of Ljubljana, Building Groups 1–4" which was published on the Public Procurement portal of the Republic of Slovenia under no. .... on ...., we declare that we have not been convicted of criminal offenses as referred to under paragraph 1 of Article 42 of the Public Procurement Act (ZJN-2), namely: accepting a bribe during elections (Article 157 of the Criminal Code of the Republic of Slovenia (KZ-1)), fraud (Article 211 of KZ-1), unlawful restriction of competition (Article 225 of KZ-1), bankruptcy involving fraud or unscrupulous operations (Article 226 of KZ-1), defrauding creditors (Article 227 of KZ-1), business fraud (Article 228 of KZ-1), fraud to the detriment of the European Union (Article 229 of KZ-1), deception in obtaining and using loans or benefits (Article 230 of KZ-1), fraud in securities trading (Article 231 of KZ-1), deception of customers (Article 232 of KZ-1), unauthorised use of another's mark or model (Article 233 of KZ-1), unauthorised use of another's patent or topography (Article 234 of KZ-1), forgery or destruction of business documents (Article 235 of KZ-1), disclosure and unauthorised acquisition of business secrets (Article 236 of KZ-1), misuse of information systems (Article 237 of KZ-1), abuse of insider information (Article 238 KZ-1), abuse of financial instruments market (Article 239 of KZ-1), abuse of position or trust in business activities (Article 240 of KZ-1), unauthorised acceptance of gifts (Article 241 of KZ-1) unauthorised giving of gifts (Article 242 of KZ-1), counterfeiting money (Article 243 of KZ-1), fabrication and use of counterfeit stamps or value or securities (Article 244 of KZ-1), money laundering (Article 245 of KZ-1), abuse of non-cash means of payment (Article 246 of KZ-1), use of counterfeit non-cash means of payment (Article 247 of KZ-1), fabrication, acquisition, and disposal of instruments of forgery (Article 248 of KZ-1), tax evasion (Article 249 of KZ-1), smuggling (Article 250 of KZ-1), disclosure of classified information (Article 260 of KZ-1), accepting a bribe (Article 261 of KZ-1), giving a bribe (Article 262 of KZ-1), receiving benefits for illegal intermediation (Article 263 of KZ-1), giving gifts for illegal intervention (Article 264 of KZ-1), and criminal association (Article 294 of KZ-1).

We give this statement under criminal and material liability.

**Simultaneously with this declaration, we authorise the concession grantor, the City of Ljubljana, that in case of reasonable doubt about the basic ability it may obtain any information from the competent authority.**

Full name of the legal  
entity: \_\_\_\_\_

Headquarters of the  
legal entity: \_\_\_\_\_

Municipality of the  
headquarters of the legal  
entity: \_\_\_\_\_

Business Register entry number  
(application no.): \_\_\_\_\_

Registration number of the  
legal entity: \_\_\_\_\_



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javna naročila**

Dalmatinova 1  
1000 Ljubljana  
telefon: 01 306 44 40  
faks: 01 306 44 07  
glavna.pisarna@ljubljana.si  
www.ljubljana.si

*(The information is required on the Ministry of Justice form with which the concession grantor obtains certificates from the criminal records of legal entities).*

Date:

Stamp:

Signature:

In case of a joint tender, the statement for each bidder has to be submitted separately (copied).



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CANDIDATE:

ATTACHMENT 2.6

## STATEMENT OF A LEGAL REPRESENTATIVE OF A LEGAL ENTITY

With regard to the public tender "Concessionaire Selection for Public-Private Partnership for Implementation of Energy Performance Contracting with an Aim of Energy Retrofitting of Public Buildings Owned by the City of Ljubljana, Building Groups 1-4" which was published on the Public Procurement portal of the Republic of Slovenia under no. .... on ....., I declare that I have not been convicted of criminal offenses as referred to under paragraph 1 of Article 42 of the Public Procurement Act (ZJN-2), namely: accepting a bribe during elections (Article 157 of the Criminal Code of the Republic of Slovenia (KZ-1)), fraud (Article 211 of KZ-1), unlawful restriction of competition (Article 225 of KZ-1), bankruptcy involving fraud or unscrupulous operations (Article 226 of KZ-1), defrauding creditors (Article 227 of KZ-1), business fraud (Article 228 of KZ-1), fraud to the detriment of the European Union (Article 229 of KZ-1), deception in obtaining and using loans or benefits (Article 230 of KZ-1), fraud in securities trading (Article 231 of KZ-1), deception of customers (Article 232 of KZ-1), unauthorised use of another's mark or model (Article 233 of KZ-1), unauthorised use of another's patent or topography (Article 234 of KZ-1), forgery or destruction of business documents (Article 235 of KZ-1), disclosure and unauthorised acquisition of business secrets (Article 236 of KZ-1), misuse of information systems (Article 237 of KZ-1), abuse of insider information (Article 238 KZ-1), abuse of financial instruments market (Article 239 of KZ-1), abuse of position or trust in business activities (Article 240 of KZ-1), unauthorised acceptance of gifts (Article 241 of KZ-1) unauthorised giving of gifts (Article 242 of KZ-1), counterfeiting money (Article 243 of KZ-1), fabrication and use of counterfeit stamps or value or securities (Article 244 of KZ-1), money laundering (Article 245 of KZ-1), abuse of non-cash means of payment (Article 246 of KZ-1), use of counterfeit non-cash means of payment (Article 247 of KZ-1), fabrication, acquisition, and disposal of instruments of forgery (Article 248 of KZ-1), tax evasion (Article 249 of KZ-1), smuggling (Article 250 of KZ-1), disclosure of classified information (Article 260 of KZ-1), accepting a bribe (Article 261 of KZ-1), giving a bribe (Article 262 of KZ-1), receiving benefits for illegal intermediation (Article 263 of KZ-1), giving gifts for illegal intervention (Article 264 of KZ-1), and criminal association (Article 294 of KZ-1).

I give this statement under criminal and material liability.

**Simultaneously with this declaration, I authorise the concession grantor, the City of Ljubljana, that in case of reasonable doubt about the basic ability it may obtain any information from the competent authority.**

Name and surname:

Personal  
identification  
number:

Date of birth:

Place of birth:



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Municipality of birth::

\_\_\_\_\_

Permanent residency address:

Street and street number:

\_\_\_\_\_

Post code and post office:

\_\_\_\_\_

Citizenship:

\_\_\_\_\_

My previous surname:

\_\_\_\_\_

*(The information is required on the Ministry of Justice form with which the concession grantor obtains certificates from the criminal records of legal entities).*

Date:

Stamp:

Signature:

If a candidate has more legal representatives, statements have to be attached for each one (the statement is copied).

In case of a joint tender, the statement for each bidder has to be submitted separately (copied).



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## ATTACHMENT 2.7

Name of the bank:

Name of the candidate:

### STATEMENT BY THE BANK

(hereinafter "Bank") confirms that it is aware of the intention of company (hereinafter "Candidate"), to submit an application for the project Public-Private Partnership for Implementation of Energy Performance Contracting with an Aim of Energy Retrofitting of Public Buildings Owned by the City of Ljubljana, Building GROUP (FOR EACH GROUP SEPARATELY), no. of publication from .

The bank attests that the Candidate, in compliance with the Bank's business policy and rules, is creditworthy to obtain a loan in the amount of minimum EUR , and that it is willing, in case the Candidate is awarded the subject of this tender (value of the group), to approve/grant the Candidate a loan in the minimum amount of EUR , or according to the information available to the Bank, the Bank attests that the Candidate possesses its own resources or deposits necessary for the realisation of the project, in the minimum amount of EUR .

The Bank hereby issues a binding statement on the basis of an evaluation of Candidate's credit rating and financial capacity.

Validity of the Bank's binding statement: at least 270 days from the issue date.

Date:

Signature and stamp:





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## ATTACHMENT 2.8

### FORM "TENDER GUARANTEE AS PER URDG 758"

Guarantor letterhead (insurance company/bank) or SWIFT code

For: (beneficiary, i.e. awarding authority in public tender procedure)  
Date: (date of issue)

**TYPE OF GUARANTEE:** (type of financial guarantee: suretyship insurance/bank guarantee for tender)

**NUMBER OF GUARANTEE:** (number of guarantee)

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

**APPLICANT FOR THE GUARANTEE:** (name and address of the applicant, i.e. the candidate or applicant in the tender procedure)

**BENEFICIARY:** (awarding authority in public procurement procedure)

**UNDERLYING TRANSACTION:** The obligation of the application arising from its tender, submitted in the public tender procedure no. (publication no. or internal code of the tender procedure) from (date of publication), the subject of which is .

**AMOUNT AND CURRENCY OF GUARANTEE:** (maximum amount in figures and words, and currency)

**DOCUMENTS TO BE ATTACHED TO PAYMENT REQUESTS AND EXPLICITLY REQUIRED BELOW:** (empty or indicated as none)

**LANGUAGE IN REQUIRED DOCUMENTS:** Slovenian

**FORM OF SUBMISSION:** On paper by registered mail or any other form of express mail, or electronically by SWIFT system to the following address (SWIFT guarantor's address).

**PLACE OF SUBMISSION:** (guarantor's registered address of the branch where submission of paper documents is done or electronic address for submission in electronic form, such as guarantor's SWIFT address)

Notwithstanding the above, submission of paper documents can be done in any of guarantor's branches in the Republic of Slovenia.

**EXPIRY DATE:** DD. MM. YYYY (date which is stated in the tender documentation as the date of tender submission)

**PARTY LIABLE FOR PAYMENT OF CHARGES:** (name of the applicant, i.e. the candidate or the applicant in the tender procedure)



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As Guarantor, we hereby irrevocably and unconditionally undertake to pay the Beneficiary any amount up to the guaranteed amount in 5 (five) days, upon Beneficiary's presentation of complying demand in the above-listed form, signed by an authorised signatory or signatories, together with other documents if listed above, and in any case together with the Beneficiary's statement, which is either included in the text of the demand or on a separately signed document attached to the demand or refers to it, and which states in what respect the applicant is in breach of its obligations under the underlying transaction.

The Guarantee may be executed for any of the following reasons, which have to be stated in the Beneficiary's complying demand:

1. The Applicant has withdrawn its tender after the cut-off date for the submission of tenders or has inadmissibly updated the tender within its validity period.
2. The Applicant selected failed to sign the contract at the behest of the Beneficiary.
3. The Applicant selected failed to submit a performance guarantee in accordance with the terms and conditions of the contract.

Any demand for payment under this guarantee must be received by us on or before the expiry date at the above stated place of presentation.

Eventual disputes concerning this guarantee shall be settled by the competent court in Ljubljana under Slovenian law.

This insurance shall be subject to Uniform Rules for Demand Guarantees (URDG), 2010 revision, issued by the ICC under no. 758.

Guarantor  
(stamp and signature)



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## ATTACHMENT 2.9

### FORM "PERFORMANCE GUARANTEE AS PER URDG 758"

Guarantor letterhead (insurance company/bank) or SWIFT code

For: (beneficiary, i.e. awarding authority in public tender procedure)

Date: (date of issue)

**TYPE OF GUARANTEE:** (type of financial guarantee: suretyship insurance/bank guarantee for tender)

**NUMBER OF GUARANTEE:** (number of guarantee)

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

**APPLICANT FOR THE GUARANTEE:** (name and address of the applicant, i.e. the candidate or the applicant in tender procedure)

**BENEFICIARY:** (awarding authority in public procurement procedures)

**UNDERLYING TRANSACTION:** The obligation of the application arising from tender no. \_\_\_\_\_, file no. \_\_\_\_\_, on \_\_\_\_\_ (contract no. or file code and the date of the contract for the performance of tender, concluded on the basis of the procedure no. XXXXXX) for \_\_\_\_\_ (subject of public tender) between Beneficiary and Applicant.

**AMOUNT AND CURRENCY OF GUARANTEE:** (maximum amount in figures and words, and currency)

**DOCUMENTS TO BE ATTACHED TO PAYMENT REQUEST AND EXPLICITLY REQUIRED BELOW: (empty or indicated as none)**

**LANGUAGE IN REQUIRED DOCUMENTS:** Slovenian

**FORM OF SUBMISSION:** On paper by registered mail or any other form of express mail, or electronically by SWIFT system to the following address \_\_\_\_\_ (SWIFT guarantor's address).

**PLACE OF SUBMISSION:** (guarantor's registered address of the branch where submission of paper documents is done or electronic address for submission in electronic form, such as guarantor's SWIFT address)

Notwithstanding the above, submission of paper documents can be done in any of guarantor's branches in the Republic of Slovenia.

**EXPIRY DATE:** DD. MM. YYYY (date of maturity of financial guarantee)

**PARTY LIABLE FOR PAYMENT OF CHARGES:** (name the guarantee client, i.e. the applicant selected in the tender procedure)

As Guarantor, we hereby irrevocably and unconditionally undertake to pay the Beneficiary any amount up to the guaranteed amount in 5 (five) days, upon Beneficiary's presentation of



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complying demand in the above-listed form, signed by an authorised signatory or signatories, together with other documents if listed above, and in any case together with the Beneficiary's statement, which is either included in the text of the demand or on a separately signed document attached to the demand or refers to it, and which states in what respect the applicant is in breach of its obligations under the underlying transaction.

Any demand for payment under this guarantee must be received by us on or before the expiry date at the above stated place of presentation.

Eventual disputes concerning this guarantee shall be settled by the competent court in Ljubljana under Slovenian law.

This insurance shall be subject to Uniform Rules for Demand Guarantees (URDG), 2010 revision, issued by the ICC under no. 758.

Guarantor  
(stamp and signature)



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## ATTACHMENT 2.10

### Confirmation of references from individual contracting authorities

At the request of the applicant (name and address of the applicant):

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for call for tenders: "Public-Private Partnership for the Execution of Contractual Energy Savings and Energy Management with the Purpose of Carrying out Energy Renovations of Public Buildings Owned by the Municipality of Ljubljana – Building Groups: 1–4",

### WE ACKNOWLEDGE

that the applicant has, in the five years before the publication of this tender, successfully and with high quality carried out the services of contractual energy savings and energy management for a continuous period of at least 12 months.

Was the business carried out as a PPP (public-private partnership)      YES                      NO

Name and number of buildings:

Building location(s):

Investment value (EUR, VAT excl.):

Start of the contractual energy savings and energy management:

End of the contractual energy savings and energy management:

Name and address of the contracting authority

E-mail and telephone number of the contracting authority's contact person:

This certificate is issued at the request of the (above mentioned) applicant and will be used only for the validation of references for the (above mentioned) tender.

Signature of the contracting authority's responsible person:

This form may be photocopied, if necessary.