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# GUIDE FOR ECONOMIC OPERATORS TO PREPARING A TENDER for the procurement of

»Selection of experts for the development of cross-pillar project ideas within the framework of the European Union Strategy for the Adriatic and Ionian Macroregion«,

under the open procedure ref. No. JN 14/2020







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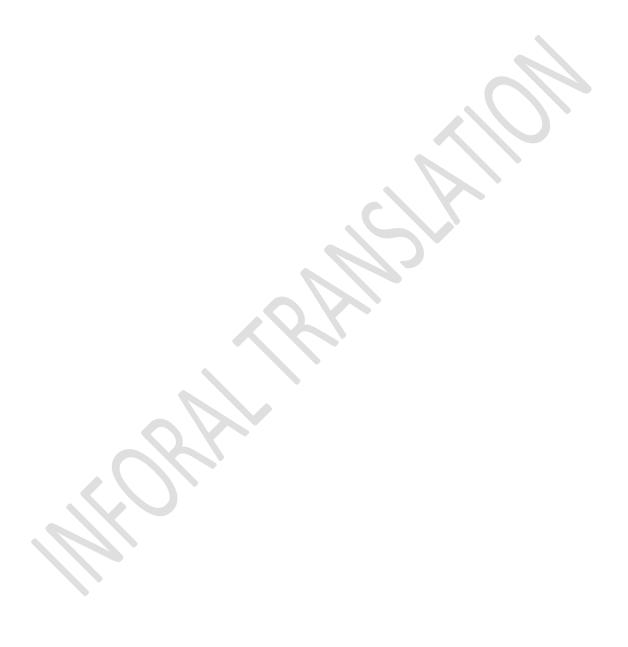
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# I. INSTRUCTIONS TO TENDERERS FOR PREPARING A TENDER – TENDER DOCUMENTATION

#### 1. CONTRACTING AUTHORITY AND TENDERER

This procurement procedure is carried out by the Government Office of the Republic of Slovenia for Development and European Cohesion Policy, Kotnikova ulica 5, 1000 Ljubljana (hereinafter: Contracting Authority), in their own name and for their own account.

The contracting authority shall invite all interested tenderers to submit a tender in accordance with the requirements set out in the Instructions to economic operators for preparing a tender (hereinafter: Tender documentation).

A tenderer shall be considered to be an economic operator which may be: a sole tenderer, or a tenderer with co-tenderers, or one tenderer with subcontractors, or a tenderer with co-tenderers and subcontractors.

An economic operator shall mean any natural or legal person or group of such persons, including any temporary association of undertakings, which offers on the market or in public procurement procedures the execution of works, the supply of supplies or the provision of services.

#### 2. REFERENCE NUMBER AND SUBJECT-MATTER OF THE CONTRACT

Reference number: JN 14/2020

Subject matter: Selection of experts for the development of cross-pillar project ideas within the framework of the European Union Strategy for the Adriatic and Ionian Macroregion – Facility Point Plus.

In accordance with paragraph of Article 73 of ZJN-3, the contract is divided into six lots, namely:

Lot 1: The STETAI project; TSG 2 ('Energy Network Subgroup') and TSG 4;

Lot 2: The project 'Using high quality research to strengthen Dialogue and institutional Capacities for effective implementation of Marine Spatial Planning'/Integrated Coastal Zone Management (hereinafter referred to as ICZM)'; TSG 1 and TSG 3;

Lot 3: The WAI-TP project; TSG 1 and TSG 2 (Transport subgroup);

Lot 4: The ADRIONCYCLETOUR project; TSG 2 (Transport subgroup) and TSG 4;

Lot 5: The BLUECULTURE project; TSG 1 and TSG 4;

Lot 6: The ADRIONet project; TSG 3 and TSG 4

The detailed specification of the contract is reflected in this tender documentation referred to in Part II. CONTRACT SPECIFICATION – TECHNICAL SPECIFICATIONS.

#### 3. METHOD OF AWARDING THE CONTRACT

An open procedure shall be carried out for the award of the contract in question, in accordance with Article 40 of the Public Procurement Act (Official Gazette of the RS, Nos. 91/15 and 14/18, hereinafter referred to as ZJN-3).

The tenderer may tender for the performance of the subject-matter of the contract for any lot, i.e. for one or more lots or for all lots.







The tenderer shall select the form 'Single European Procurement Document – ESPD' (hereinafter referred to as the ESPD) drawn up by the contracting authority and shall indicate for which lot (e.g. lot 5) or lots (e.g. lot 5 and lot 6) he applies in the ESPD form itself.

The contracting authority will, on the basis of the conditions and criteria set out in the tender documents, select the tenderer with whom it will conclude a contract for each lot of the contract in question. The contracting authority will conclude a single lot contract with the most advantageous tenderer who will submit an admissible tender for the subject contract.

## 4. DEADLINE AND METHOD OF TENDER SUBMISSION

Tenderers must submit tenders to the e-JN information system at https://ejn.gov.si, in accordance with point 3 of the document Instructions for using the e-JN system for use of the functionalities of electronic submission of tenders in the e-JN system: TENDERERS (hereinafter: Instructions for using the e-JN), which is part of the tender documentation and published at https://ejn.gov.si.

Before submitting an offer, the tenderer must register at https://ejn.gov.si, in accordance with the Instructions for using the e-JN. If the provider is already registered in the e-JN information system, it logins in the application at the same address.

The user of the tenderer authorised to submit offers in the e-JN information system submits the offer by clicking the "Submission" button. The e-JN information system shall record the identity of the user and the time at which the tender is submitted. By the act of submitting a bid, the user proves and declares his will to submit a binding offer on behalf of the tenderer (Article 18 of the Code of Obligations<sup>1</sup>). The submission of a tender shall be binding for the time indicated in the tender unless it is withdrawn or modified by the user of the tenderer before the deadline for the submission of tenders.

A tender shall be deemed to be submitted in due time if the contracting authority receives it via the e-JN https://ejn.gov.si at the latest by the day and time specified in the contract notice published on the Public Procurement Portal and in the addendum to the Official Journal of the EU and in the e-JN Information System. An offer marked by the status of 'ODA' in the e-JN information system shall be deemed to be submitted.

A tenderer may withdraw or modify his tender by the time limit for the submission of tenders. If a tenderer withdraws his tender in the e-JN information system, the tender shall be deemed not to have been submitted and the contracting authority will not see it in the e-JN system. If a tenderer changes his tender in the e-JN information system, the last tender submitted in this system shall be open to the contracting authority.

It will no longer be possible to submit tenders after the deadline for submitting tenders.

Access to the link for the submission of an electronic tender in this public procurement procedure is specified in the contract notice on the Public Procurement Portal.

#### 5. TIME AND PLACE OF TENDER OPENING

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<sup>&</sup>lt;sup>1</sup> Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 - official consolidated text, 64-16 - US decisions and 20/18 - OROZ631)







The opening of tenders will take place automatically in the e-JN information system at https://ejn.gov.si at the time and date specified in the contract notice published on the Public Procurement Portal.

The opening of tenders takes place in such a way that the e-JN information system automatically displays information about the tenderer, the variants, if required or permitted, and provides access to the .pdf document uploaded by the tenderer at the time set for the public opening of tenders into the e-JN system under the section "Financial offer". Tenderers who have submitted tenders have information on the opening of tenders in the e-JN information system in the section "Record of the opening of tenders".

## 6. LEGAL BASIS

The contracting authority shall carry out the procurement procedure on the basis of the applicable law and regulations governing public procurement in accordance with the applicable law governing public finances and the subject-matter of the contract.

The contract will be financed and implemented through work package 1 – Support for macroregional cross-pillar projects under the Facility Point Plus for which the GOSP has received grants from the European Union under budget heading No 170217 – European Territorial Cooperation-14-20-Facility Point Plus-EU, NRP 1541-17-8001.

The contracting authority reserves the right to subsequently include any new or additional source of financing by concluding an addendum to the contract.

No expenditure shall be double-financed from any European and/or national envelope. This means that the same products or services should not be reimbursed twice, nor should they be included in several projects and/or use already authorised EU co-financing.

# 7. BASIC RULES FOR ACCESS, NOTICES AND CLARIFICATIONS RELATING TO TENDER DOCUMENTATION

#### 7.1 ACCESS TO TENDER DOCUMENTS

Tender documents related to the award of the contract can be obtained by tenderers on the Public Procurement Portal.

There is no ransom for the tender documentation.

#### 7.2 NOTIFICATIONS AND CLARIFICATIONS RELATING TO TENDER DOCUMENTS

Communication with tenderers on issues related to the content of the contract and the preparation of the tender is done exclusively through the Public Procurement Portal.

The Client will consider a request for clarification of the tender documentation or any other question related to the procurement as timely, provided that it is asked on the Procurement Portal no later than the day and time as specified in the contract notice published on the Public Procurement Portal. The contracting authority will only answer questions related to the tender documentation and will not reply to comments. Requests for clarifications or other questions relating to the contract raised after this deadline will not be answered by the contracting authority.







Contracting authority may amend or supplement the tender documentation in accordance with Article 67 ZJN-3. Such modifications and additions will be issued by the contracting authority in the form of addendums to the tender documentation. Any addendum to the tender documents shall become an integral part of the tender documentation. Questions and answers published on the Public Procurement Portal are included as part of the tender documentation.

Tenderers ask any questions and requests for clarifications of the tender documents in the Slovenian language.

#### 8. CONTENTS OF TENDER DOCUMENTATION

The tender documentation consists of:

- 1. Guide for economic operators to preparing a tender;
- 2. Technical specifications;
- 3. Financial offer form;
- 4. "ESPD" form for all economic operators in the offer;
- 5. "Authorization to apply for a criminal record certificate for economic operators" form;
- 6. "Authorization to apply for a criminal record certificate for natural persons" form;
- 7. "Tenderer's authorization for direct payment to subcontractors by contracting authority " form;
- 8. "Subcontractor's consent for direct payments" form;
- 9. "Authorization to sign the tender proposed by the group of co-tenderers" form;
- 10. " Declaration on the economic operator's references" form;
- 11. "Certificate of contracting authority" form;
- 12. "FOR LOT 1 Presentation of the expert / experts" form;
- 13. "FOR LOT 2 Presentation of the expert / experts" form;
- 14. 'FOR LOT 3 Presentation of expert/experts' form;
- 15. 'FOR LOT 4 Presentation of expert/experts' form;
- 16. 'FOR LOT 5 Presentation of expert/experts' form;
- 17. 'FOR LOT 6 Presentation of expert/experts' form;
- 18. 'FOR LOT 1 Expert curriculum vitae' form;
- 19. 'FOR LOT 2 Expert's curriculum vitae' form;
- 20. 'FOR LOT 3 Expert's curriculum vitae' form;
- 21. 'FOR LOT 4 Expert's curriculum vitae' form;
- 22. 'FOR LOT 5 Expert's curriculum vitae' form;
- 23. 'FOR LOT 6 Expert's curriculum vitae' form;
- 24. 'Expert's declaration' form;
- 25. 'Model contract';
- 26. "Instructions for using the e-JN system for use of the functionalities of electronic submission of tenders in the e-JN system: TENDERERS", published at: <a href="https://ejn.gov.si">https://ejn.gov.si</a>

#### 9. REVIEW OF CAPACITIES

# 9.1 CHECKING THE ADMISSIBILITY, ELIGIBILITY AND EVIDENCE

The tenderer must comply with all the conditions and requirements set out in this point and shall provide the required supporting documents as indicated in each point.







When submitting a tender, the contracting authority will accept the ESPD<sup>2</sup>, in accordance with Article 79 ZJN-3, which includes an updated economic operator's own declaration as preliminary evidence in relation to points 9.1.1 to 9.1.4 of this tender documentation, instead of certificates issued by public authorities or third parties.

The economic operator must indicate in the ESPD form all the information on the basis of which the contracting authority will obtain the certificate or other information in the national database, and give consent in the form in question to the national authority to obtain the relevant documents.

The contracting authority shall require all tenderers to provide the latest supporting documents (certificates, declarations) as proof of the absence of grounds for exclusion referred to in point 9.1.1 of the tender documentation and as proof of compliance with the required conditions of participation referred to in points 9.1.2 to 9.1.4 of this tender documentation, the submission of any powers to verify compliance with the required conditions or information, the provision of information on the addresses where compliance with the conditions can be verified, or all necessary for the examination and verification of tenders.

The contracting authority reserves the right to consult the original documents and to verify the authenticity of the supporting documents submitted by the signatory.

In so far as the economic operator is not established in the Republic of Slovenia and is unable to obtain and submit the required documents, because the country in which the provider is established does not issue such documents, they may be replaced by an oathed declaration or, if the latter is not provided for in the country in which the provider is established, by a statement given before the competent judicial or administrative authority, notary or before a competent professional or trade organisation in the country of the person concerned or the country in which the provider is established.

Where there is a contracting authority's request as to the age of the documents provided by the tenderer as evidence, this shall be stated on the basis of each individual proof. If nothing is stated, the age of the document is irrelevant and should reflect the latest situation. Regardless of the specified or required maximum age, documents must always reflect the latest situation. The beginning of the period for the age of documents shall be counted from the date of publication of the contract notice on the Public Procurement Portal, unless otherwise specified in the individual evidence.

For joint tenders, tenders with subcontractors and use of capacities of other entities, it is necessary to take into account points 11.3.1 (Joint tender), 11.3.2 (Tender with subcontractors) and 11.3.3 (Use of capacities of other entities) of this tender documentation.

#### 9.1.1 Exclusion grounds

The contracting authority will exclude the economic operator in the event of the existence of any of the cases referred to in this point.

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<sup>&</sup>lt;sup>2</sup> The 'ESPD' form is completed by each economic operator individually i.e. the tenderer submits its own ESPD form, any co-tenderer submits its own ESPD form, if any economic operator on whose capacity is referred to by the tenderer: he submits its own ESPD form, and if any sub-contractor is referred to in the tender submitted, he shall submit his own ESPD form too.







1. If, in its verification pursuant to Articles 77, 79 and 80 of ZJN-3, the contracting authority determines or is otherwise aware, at any time in the course of the proceedings, that an economic operator or a person who is a member of the administrative, management or supervisory body of that economic operator or who has powers of representation or control of that economic operator, has been given a final judgment having the elements of the criminal offences referred to in first paragraph of Article 75 of the ZJN-3, and from the date of delivery of a final judgment until the time of the examination is not fixed for a period of five years, and five years have not elapsed from the date of the final judgment to the time of the review, and in cases where the judgment provides for a longer period of exclusion than five years, if the period specified in the judgment has not yet elapsed. Notwithstanding the foregoing, the economic operator may, in accordance with paragraph of Article 75 of ZJN-3, provide evidence to the contracting authority that it has taken sufficient measures to demonstrate its reliability despite the existence of this exclusionary reason.

#### **EVIDENCE:**

completed **'ESPD' form** (in Part III: Grounds for exclusion, Section A: Grounds relating to criminal convictions) for each economic operator in the tender,

and

completed "Authorisation to apply for a criminal record certificate – for economic operators" for each economic operator tendered« form

and

completed "Authorisation to apply for a criminal record certificate – for natural persons" for all persons of economic operators of economic operators of this point.

The contracting authority shall require the submission of a completed, signed and stamped <sup>3</sup> form 'Authorisation to apply for a criminal record certificate – for economic operators' for each economic operator in its tender and completed form 'Authorisation to apply for a criminal record certificate – for natural persons" for every person of economic operators referred to in the first paragraph of this point.

It is desirable for the provider to attach the certificate contained in the Criminal Records himself. The certificates thus submitted must reflect the state of play.

Where the economic operator is established in another Member State or is domiciled in another Member State and the evidence referred to in this point can be obtained by the contracting authority directly in a database in another country, the ESPD shall also contain the information necessary for that purpose, in particular the online address of the database, the identification data and, if necessary, the consent to obtain proof from the contracting authority. In case that the ESPD does not contain this information, the contracting authority shall consider that access of the contracting authority to the individual certificate referred to in this point is not possible free of charge by direct access to the national database of that country. That part of the text concerning the economic operator also applies to subpoints 2 and 4.

In the case of an institution located in another EU Member State and access to the individual certificate referred to in this point is not possible free of charge by direct access to the national database of that country (such as the national procurement register, the electronic register of

<sup>3</sup> Where stamping is indicated on the form, the form shall be stamped. If the economic operator does not operate by means of a stamp, the words 'Do not operate with the stamp' shall be indicated.







companies, the electronic document storage system or the pre-qualification system) or, in the case of an institution in another non-EU country, the economic operator will be required to submit a certificate from the criminal record at the request of the contracting authority instead of the relevant authorisation. That part of the text concerning the economic operator also applies to subpoints 2 and 4.

Notwithstanding this point 1, the contracting authority will be from its entry into force (i.e. as of 28. 11. 2020) The act on intervention measures to mitigate the consequences of the second wave of the COVID-19 epidemic (Ur. I. RS, No. 175/20); ZIUOPDVE) pursuant to Article 101 of ZIUOPDVE (and notwithstanding Article 77(75)(a) of ZJN-3) as sufficient evidence to satisfy the condition set out in Article 75(2) of ZJN-3, take into account the statement made in the tender if, for reasons related to measures to prevent SARS-CoV-2 infection, the tenderer cannot provide adequate evidence or can not, for the same reasons, have access to such evidence when the contracting authority is obliged to obtain them. As sufficient evidence, however, the contracting authority may also consider an extract from a court or other relevant register not older than four months.

In the preceding paragraph, it means that, in accordance with this provision, in order to verify the grounds for exclusion for impunity up to 15. 4. 2021 tenderers and their legal representatives need not be accompanied by an official proof or a certified statement, but a self-declaration already made in the tender (ESPD) is sufficient, but only if the evidence resulting from SARS-CoV-2 measures cannot be provided. In addition, proof or printout from the court register of no more than four months shall be permitted as appropriate.

2. If, in the course of its verification, the contracting authority establishes, pursuant to Articles 77, 79 and 80 of ZJN-3, that the economic operator does not fulfil, at the date of submission of the tender or application, compulsory duties and other non-taxable obligations in accordance with the law governing the financial administration collected by the tax authority in accordance with the rules of the country in which it is established or the regulations of the contracting authority's country, provided that the value of those outstanding obligations on the day of submission of the tender or application is EUR 50 or more. An economic operator shall also be deemed not to have complied with the obligations set out in the preceding sentence if, at the date of submission of the tender or application, he did not have all the withholding tax returns on employment income submitted for the last five years up to the date of submission of the offer or application.

Regardless of the above, the contracting authority will, on the basis of the second paragraph of Article 38 of the Act on intervention measures to mitigate and remedy the consequences of the COVID-19 epidemic (Ur. I. RS, No. 80/20); ZIUOOPE), despite the existence of that exclusion ground, set a reasonable period, which may not exceed 30 days, during which the economic operator has to comply.

# **EVIDENCE:**

completed **'ESPD' form** (in Part III: Grounds for exclusion, Section B: Reasons relating to the payment of taxes or social security contributions, payment of taxes and social security contributions) for each economic operator offered







3. Where, in its verification, the contracting authority finds that the economic operator is excluded from procurement procedures on the date on which the time limit for the submission of tenders or applications expires for the purpose of listing economic operators with negative references.

#### **EVIDENCE:**

completed **'ESPD' form** (in Part III: Grounds for exclusion, Section D: National grounds for exclusion, National Provision – Record with negative references) for each economic operator in the tender.

4. If, in the course of its verification, the contracting authority finds that during the last three years preceding the expiry of the time limit for the submission of tenders or applications, the competent authority of the Republic of Slovenia or of another Member State or of a third country has detected at least two infringements with regard to remuneration, working hours, rest periods, the performance of work on the basis of civil law contracts despite the existence of elements of the employment relationship or in relation to undeclared employment for which a final decision or more final decisions imposed a fine for the misdemeanour. Where an economic operator is in a situation referred to in the preceding sentence of the provision cited above, the contracting authority may, in accordance with Decision No U-I-180/19-17 of 7.11. 2019 of The Constitutional Court of the Republic of Slovenia, be allowed to provide evidence, mutatis mutandis, of Article 75 of ZJN-3 that he has taken sufficient measures to prove its reliability despite the existence of the ground for exclusion in question.

#### **EVIDENCE:**

Completed **'ESPD' form** (in Part III: Grounds for exclusion, Section D: National grounds for exclusion, National Provision – Misdemeanours in the field of labour relations and undeclared employment), for each economic operator in the offer. If your response in this case is "Yes", and you enforce a correction mechanism, write in the box "Describe them" infringements and measures to prove your reliability despite the existence of grounds for exclusion.

In accordance with paragraph 9 of Article 75 ZJN-3, the contracting authority will at any time in the procedure exclude an economic operator (economic operator, economic operator in a joint tender, subcontractor, entity whose capacity is relied upon) if it proves that, prior to or during the procurement procedure, that entity is in one of the situations referred to in points 1 to 4 of point 9.1.1 of the tender documents, depending on the acts committed or not carried out.

# 9.1.2 Technical and professional ability conditions

The tenderer must fulfil the required condition <u>for each lot</u> to which he is applying or for which he submits a tender. The economic operators in the tender <u>may jointly fulfil the relevant condition</u> or need not be required for each economic operator to fulfil the relevant condition. An economic operator may use the capacities of other entities, irrespective of the legal relationship between him and those entities, only if the latter will provide the services for which those facilities are requested.

The tenderer must demonstrate relevant experience in the preparation, cooperation or management of five projects financed by the European Investment Funds (ESI) and/or the Instrument for Pre-







Accession Assistance (IPA) and/or other pre-accession assistance instruments/programmes during the last fifteen years prior to the submission of the tender, with five references (if more than five references are given, only the first five references submitted and the remaining references will be excluded) with a contract value of each reference at least EUR 20.000,00, excluding VAT.

In assessing the ability of the economic operator, the contracting authority will take into account only projects carried out under contracts concluded prior to the submission of a tender.

Aggregation of the contract values for different transactions or contracts is not permitted.

To the extent that the contract also covers services which are not the subject of this contract, the contracting authority will take into account only the value of the services which are the subject of this contract, which the tenderer must appropriately record/mark.

References shall clearly demonstrate the fulfilment of the condition to which the reference refers by means of a description of the services provided.

The tenderer cannot at the same time be the reference contracting authority to itself or its subcontractors.

In the event that the contract relied upon by the economic operator is denominated in foreign currency, the central rate of Banka Slovenije on the day of publication of the invitation to submit a tender will be used for conversion into EUR.

## **EVIDENCE:**

Completed **'ESPD' form** (in Part IV: Conditions for participation, Section C: Technical and professional competence, paragraph 'For service contracts: performance of services of a certain type"). The tenderer shall state 'YES' if it fulfils the full condition for participation in terms of technical and professional competence referred to in point 9.1.2 of the tender documentation, and enters the required information in the form 'Declaration on the Economic Operator References'

completed 'Declaration on the Economic Operator References' form, from which the fulfilment of the condition in question must be demonstrated

completed 'Contracting authority' form separately for each reference indicated in the 'Declaration on the Economic Operator References' form.

The contracting authority reserves the right to verify those references with the contracting authority of the reference services and to consult the original contracts; If the contracting authority, by means of additional enquiries, finds that one of the references does not reflect the quality of the services provided, the services provided within the agreed deadlines and/or the completion of the service, such reference shall not be taken into account.

#### 9.1.3 Staff conditions or capacity

The tenderer must fulfil the required condition <u>for each lot</u> to which he is applying or for which he submits a tender. All participants in the tender <u>may jointly fulfil the subject condition</u>, or each participant does not have to fulfil the subject condition.







In the event that the tenderer declares personnel other than his employees, he must provide evidence of cooperation showing that the staff will cooperate with the tenderer in the performance of the contract in question. This proof may be a written agreement between the tenderer and the contractign authority, the copyright contract, the service contract, etc.

The tenderer fulfills the condition for participation in the award of the public contract insofar as he can provide for each individual lot (for which he is submitting a tender) at least one expert, whereby for each lot separately (for which he is submitting a tender) one expert OR all experts registered in the offer for each lot separately (for which they submit a tender) provide all of the following (the condition may be met jointly for each lot (for which they are tendering), namely:

- Completed second Bologna cycle study programme or higher university study programme (former) relevant to each project idea/lot (e.g. engineering, development cooperation, international relations, political science, public administration or finance, etc.),
- Knowledge and understanding of economic cooperation and development activities on a transnational and macro-regional level;
- Good knowledge of the project cycle and approach of the logical framework,
- At least 5 years of work experience in the preparation, cooperation or management of projects (funded from the European Investment Funds (ESI) and/or the Instrument for Pre-Accession Assistance (IPA) and/or other instruments/programmes of pre-accession assistance) or at least 5 years of work experience relevant to each project idea/lot for which the tenderer bids,
- Excellent knowledge (understanding, reading, oral and written knowledge) of English at least at the level of B2<sup>4</sup>.

The further development of cross-pillar project ideas is based on cooperation with relevant TSGs and stakeholders in the area covered by EUSAIR; therefore, for each lot, one tenderer's registered expert must provide all of the following for each lot OR all of the submitted experts (the condition may be met collectively for each lot) must provide all of the following:

- Ability to work in an international team,
- Computer literacy (MS Office), knowledge of the use of databases and data search systems.

Additional conditions for each lot are set out below. The tenderer must fulfil the required additional condition <u>for each lot</u> to which he is applying or for which he submits a tender. In the tender, the submitted personnel <u>can jointly fulfil the subject condition</u> or it is not necessary that each person registered in the tender meets the subject condition.

<u>FOR LOT 1:</u> The STETAI project; In addition, TSG 2 ('Energy Network Subgroup') and TSG 4 shall fulfil the following conditions:

 Knowledge of renewable energy sources, of their efficient and useful use in hotels and buildings which are important in terms of cultural and architectural heritage;

<sup>&</sup>lt;sup>4</sup> According to European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2).)







- Knowledge of alternative energy sources, responsible and sustainable patterns of production and use of environmentally friendly practices and energy efficiency in accordance with international standards;
- General knowledge on sustainable development, ETIS (European Tourism Indicators System) indicators and environmental indicators.

#### **EVIDENCE:**

completed **'ESPD' form** (in Part IV: Conditions for participation, Section C: Technical and professional capacity, paragraph 'Education and professional competence', in which the economic operator enters 'Yes' in 'Describe them' if he fulfils the full staff condition referred to in point 9.1.3 of the tender documentation, and in the form 'For LOT 1 presentation of the expert/experts' shall indicate the information required, which must show compliance with the relevant condition and

completed 'For LOT 1 expert's curriculum vitae' form for each expert mentioned in the form 'For LOT 1 presentation of expert/experts'

and

completed 'Expert declaration' form to be completed and submitted separately for each expert.

# <u>FOR LOT 2:</u> 'Using high quality research to strengthen Dialogue and institutional Capacities for effective implementation of MSP/ICZM'; TSG 1 and TSG 3; In addition, it must fulfil the following conditions:

- Knowledge of the marine environment and marine technologies, knowledge of and threats to marine and coastal biodiversity;
- Marine knowledge with a focus on maritime spatial planning (including integration with the coast through integrated coastal management) and marine protected areas.

#### **EVIDENCE:**

completed form **'ESPD'** (in Part IV: Conditions for participation, Section C: Technical and professional capacity, paragraph 'Education and professional competence', in which the economic operator enters 'Yes' in 'Describe them' if he fulfils the full staff condition referred to in point 9.1.3 of the tender documentation, and in the form 'For LOT 2 presentation of the expert/experts' shall indicate the information required, which must show compliance with the relevant condition

and

completed **'For LOT 2 expert's curriculum vitae**' form for each expert mentioned in the form 'For LOT 2 presentation of expert/experts'

and

completed form 'Expert declaration' form and submitted separately for each expert.

# <u>FOR LOT 3</u>: The WAI-TP project; TSG 1 and TSG 2 (Transport subgroup) shall additionally fulfil the following conditions:

- Knowledge of the marine environment and marine technologies,
- Knowledge of maritime themes, blue growth and blue economy in the Adriatic and Ionian region,







 Knowledge of how maritime clusters work and how to integrate the needs of different stakeholders into the maritime and marine clusters.

#### **EVIDENCE:**

and

completed **'ESPD'** form (in Part IV: Conditions for participation, Section C: Technical and professional capacity, paragraph 'Education and professional competence', in which the economic operator enters 'Yes' in 'Describe them' if he fulfils the full staff condition referred to in point 9.1.3 of the tender documentation, and in the 'For LOT 3 presentation of the expert/experts' form shall indicate the information required, which must show compliance with the relevant condition and

completed **'For LOT 3 expert's curriculum vitae**' form for each expert mentioned in the form 'For LOT 3 presentation of expert/experts'

completed 'Expert declaration' form to be submitted separately for each expert.

# <u>FOR LOT 4:</u> The ADRIONCYCLETOUR project; TSG 2 (Transport Subgroup) and TSG 4 shall additionally fulfil the following conditions:

- Cycling infrastructure planning experience,
- Experience in designing cultural and tourist products on cycling routes,
- Experience on the main requirements (e.g. safety, technical requirements) related to cycling route planning in a transnational context, including experience in designing cycling itineraries by integrating elements of sustainable tourism, knowledge of tourist needs in EUSAIR countries (e.g. seasonality).

# **EVIDENCE:**

completed **'ESPD' form** (in Part IV: Conditions for participation, Section C: Technical and professional capacity, paragraph 'Education and professional competence', in which the economic operator enters 'Yes' in 'Describe them' if he fulfils the full staff condition referred to in point 9.1.3 of the tender documentation, and in the form 'For LOT 4 presentation of the expert/experts' shall indicate the information required, which must show compliance with the relevant condition

completed **'For LOT 4 expert's curriculum vitae'** form for each expert mentioned in the form 'For LOT 4 presentation of expert/experts'

and

completed **'Expert declaration'** form to be submitted separately for each expert.







# <u>FOR LOT 5:</u> The BLUECULTURE project; In addition, TSG 1 and TSG 4 shall fulfil the following conditions:

- Knowledge of underwater technologies (such as ROVs Remote Operated Vehicle)<sup>5</sup>, AUVs (Autonomous Underwater Vehicle)<sup>6</sup>, underwater scooters, underwater communications systems, radar,...),
- Dry diving techniques,
- Knowledge of the digital display of underwater 3D images and storage of data into the cloud.

#### **EVIDENCE:**

completed **'ESPD'** form (in Part IV: Conditions for participation, Section C: Technical and professional capacity, paragraph 'Education and professional competence', in which the economic operator enters 'Yes' in 'Describe them' if he fulfils the full staff condition referred to in point 9.1.3 of the tender documentation, and in the form **'For LOT 5 presentation of the expert/experts'** shall indicate the information required, which must show compliance with the relevant condition and

completed 'For LOT 5 expert's curriculum vitae' form for each expert mentioned in the form 'For LOT 5 presentation of expert/experts' and

completed 'Expert declaration' form to be submitted separately for each expert.

# <u>FOR LOT 6:</u> The ADRIONet project; TSG 3 and TSG 4; In addition, it must fulfil the following conditions:

 Knowledge of sustainable tourism in coastal and marine protected areas, underwater archaeology and/or historical/cultural sites, green sustainable and responsible tourism management.

# **EVIDENCE:**

and

completed 'ESPD' form (in Part IV: Conditions for participation, Section C: Technical and professional capacity, paragraph 'Education and professional competence', in which the economic operator enters 'Yes' in 'Describe them' if he fulfils the full staff condition referred to in point 9.1.3 of the tender documentation, and in the 'For LOT 6 presentation of the expert/experts' form shall indicate the information required, which must show compliance with the relevant condition and

completed **'For LOT 6 expert's curriculum vitae'** form for each expert mentioned in the form 'For LOT 6 presentation of expert/experts'

completed 'Expert declaration' form to be completed and submitted separately for each expert.

<sup>&</sup>lt;sup>5</sup> An ROV is an unoccupied vehicle connected to a ship by a group of cables, which allows a human to command it from above the surface.

<sup>&</sup>lt;sup>6</sup> AUVs are autonomous underwater vehicles that can act on their own.







#### 9.1.4 Other conditions

The economic operator is not included in the register of business entities (tenderer from the Republic of Slovenia) referred to in Article 35 of the Act on Integrity and Prevention of Corruption (Ur. I. RS, No. 69/11-UPB2) and is not prohibited pursuant to this Article from dealing with the contracting authority.

EVIDENCE (to be completed by economic operators from the Republic of Slovenia as well as potential economic operators from abroad):

- completed **'ESPD' form** (Part VI: Final declarations, second paragraph: *In addition, I/we, the undersigned, formally declare that we are not included in the records of business entities referred to in Article 35 of the Act on Integrity and Prevention of Corruption and are not prohibited from doing business with the contracting authority pursuant to this Article)* for each economic operator in the tender. By signing the ESPD form, the economic operator guarantees that he fulfils the requirement laid down in the condition.

#### 10. AWARD CRITERIA

The criterion for selecting the most advantageous tender shall be the most economically advantageous tender. The method of calculating the best price-quality ratio is as follows:

- Tender price (total tender value) must be expressed in EUR including VAT. The tender price, including all the corresponding charges, may not exceed the maximum budget available for the contract). up to a total of 40 points.
- 2. Additional expert experience (quality ratio) up to 60 points in total.

The maximum number of points that the tenderer can achieve in total is 100 (40 % offer price, quality assessment criteria 60 %).

	X 10C	) x 0,4 + 101AL scores achieved in 7.4
Total score of evaluated offer =	T 1	criteria for assessing tenderer
	Tender price in EUR	additional experience
	excluding VAT	

The calculated number of tenderer points shall be statistically rounded to the whole number i.e. to the integer (without decimals).

#### **10.1 TENDER PRICE**

According to that criterion, 40 points shall be awarded to an offer indicating the lowest tender price in EUR, excluding VAT. The remaining offers, depending on the cheapest offer, receive a relatively lower number of points, calculated according to the formula presented below:

Financial score of evaluated offer =	Lowest total tender price in EUR excluding VAT
	x 100 x 0,4
	Evaluated tenderer price in EUR
	excluding VAT







If the provider does not charge VAT because he is not subject to VAT at the time of submission of the tender, the supplier shall take into account the total VAT value, excluding VAT (gross = net).

All prices shall be fixed and include all direct and indirect costs.

#### 10.2 ADDITIONAL EXPERIENCE

According to that criterion per lot, five duly completed forms 'Contracting Authority's certificate (i.e. only the first five reference works from the declaration on the economic operator's of references' form) are assessed to demonstrate the fulfilment of the condition set out in point 9.1.2 of the tender documentation and at the same time to show the level of each successfully executed project.

Under this criterion, the references submitted by each tenderer, i.e. the 'Contracting Authority Certificate' forms, will be assessed on the basis of the level of the project carried out, whereby a maximum of 60 additional points may be awarded to the tenderer for the submitted and recognised references referred to in point 9.1.2, as indicated in the table below.

Level of project referred to in point 7.1.1	Maximum points per project	Maximum points awarded for 5 projects
Project at national level	1	5
Project on a transnational/interregional level <sup>7</sup> nivoju	3	15
Cross-sectoral project at national level	7	35
Cross-sectoral project at transnational/interregional level	12	60

Note: One tenderer (which may be a tenderer with co-tenderers or a tenderer with subcontractor or a tenderer with co-tenderers and subcontractors) may receive a maximum of 60 points on the basis of additional experience.

In the event that two or more tenderers achieve the same total score per criterion (tender price + additional experience) for each individual lot, the tender from the tenderer who will first arrive at the e-JN information system at https://ejn.gov.si will be selected. If two or more tenders are also equivalent on this basis, the contracting authority will determine the order of tenderers on the basis of the order of received tenders (ie previously) listed in the Register of the public opening of tenders under the heading "List of tenderers and documents".

#### 11. TENDER/OFFER

#### 11.1 TENDER DOCUMENTATION

The tender documentation shall consist of the following documents:

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<sup>&</sup>lt;sup>7</sup> At least two countries to be involved.







- 1. completed "Financial offer" form;
- 2. completed 'ESPD' form for each economic operator involved;
- 3. completed "Authorisation to apply for a criminal record certificate for economic operators" form:
- 4. completed "Authorisation to apply for a criminal record certificate for natural persons" form;
- 5. completed "Tenderer authorization for direct payment to subcontractors by contracting authority« (in case the tenderer is subcontracting and they request direct payments form);
- 6. completed "Subcontractor 's consent for direct payments" form (in the case the tenderer is subcontracting and subcontractors request direct payments); The form shall be submitted separately for each subcontractor;
- 7. the completed "Authorization to sign the tender proposed by the co-tenderers group" form in the event that the tenderer acts with the co-providers, one form, indicating all the participating co-tenderers) shall be submitted);
- 8. an agreement or a joint cooperation agreement in the performance of the contract (in the event that the tenderer is accompanied by one agreement or one contract for all together)
- 9. Completed "Reference statement of Economic Operator" form;
- 10. completed "Certificate of contracting authority" form;
- 11. completed "FOR LOT1 Presentation of the expert" form;
- 12. completed "FOR LOT2 Presentation of the expert" form;
- 13. completed "FOR LOT3 Presentation of the expert" form;
- 14. completed "FOR LOT4 Presentation of the expert" form;
- 15. completed "FOR LOT5 Presentation of the expert" form;
- 16. completed "FOR LOT6 Presentation of the expert" form;
- 17. completed "FOR LOT1 Expert's curriculum vitae" form;
- 18. completed "FOR LOT2 Expert's curriculum vitae" form;
- 19. completed "FOR LOT3 Expert's curriculum vitae« form;
- 20. completed "FOR LOT4 Expert's curriculum vitae" form;
- 21. completed "FOR LOT5 Expert's curriculum vitae" form;
- 22. completed "FOR LOT6 Expert's curriculum vitae" form;
- 23. completed "Expert's's declaration" form.

The tenderer shall attach in the tender only the documents referred to in this point. After examination of the tenders, the contracting authority will ask the most advantageous tenderer to provide evidence, as indicated for the particular conditions or grounds for exclusion. The tenderer may submit the relevant declarations and/or the documents requested already in the tender.

The forms of declarations to be submitted by the tenderer shall form part of the documents relating to the award of the contract in question. Declarations may be submitted on these forms or on the tenderer's, which may not deviate significantly from the attached forms.

It is considered that with the submission of the tender, all the tender documentation submitted by the bidder to the e-JN system has been signed, except for the documents where this is explicitly stated and required. For the purposes of verifications in the official register, the authorisations must be signed by hand or by electronic means. The contracting authority reserves the right to verify the authenticity of statements or certificates by the signatory.







The tenderer who submits the tender shall, under criminal and material responsibility, guarantee that all the particulars and documents submitted in the tender are true and that the supporting documents correspond to the original. Otherwise, the tenderer shall be liable to the contracting authority for any damage caused to him.

At the request of the contracting authority, the selected tenderer will have to provide information on:

- its founders, partners, including silent partners, shareholders, limited partners or other owners and information on the ownership shares of those persons,
- economic operators which, in accordance with the provisions of the law governing companies, are considered to be associated companies.

#### 11.2 COMPILATION OF THE TENDER

# 11.2.1 Evidence of compliance with the requirements of the technical specifications

The subject of the tender must meet at least the minimum technical requirements stated in the technical specifications, which are an integral part of this tender documentation.

#### 11.2.2 Financial offer form

The tenderer must complete the form 'Financial offer' in EUR with VAT in the manner set out below.

The tenderer shall be required to complete the form 1: 'Financial offer' for the lot for which it submits a tender to complete.

The price to be offered by the tenderer on the form 'Financial offer' for a lot or lots for which it tenders or for which it bids must include all costs, taking into account all technical specifications which form part of the tender documents. The contracting authority will not subsequently recognise any additional costs.

The tenderer shall complete the form 'Financial offer' in the part relating to the lot for which he will submit a tender by entering the total value of the lot in EUR with VAT included.

The tenderer may not alter the content of the tender estimate as foreseen by the contracting authority. The figures must be rounded to no more than two decimal places.

The tenderer submits a form "Financial offer" in the e-JN information system for a lot or lots for which he will submit a bid. In the information system in the section "Documents" under the "Financial offer" section, the provider uploads the "Financial offer" form only in a .pdf file. The "Financial offer" form will be open at the public opening of tenders and may not contain business secrets, personal or classified information.

In case the contracting authority discovers obvious calculation errors in the review and evaluation of tenders, it will comply with Article 89 of the ZJN-3.

#### 11.2.3 ESPD form for all economic operators







The 'ESPD' form represents an official declaration by the economic operator that there are no grounds for exclusion and that it satisfies the conditions for participation, while at the same time providing the relevant information requested by the contracting authority. The 'ESPD' form shall also include a formal declaration that the economic operator will be able to provide, upon request and without delay, evidence of the absence of grounds for exclusion or compliance with the conditions for participation.

Entries in the form 'ESPD' and/or supporting documents provided by the economic operator must be valid. The subject form must show all the information required. By submitting the ESPD form, the tenderer shall certify that it fulfils all the requirements and conditions of the contracting authority and accepts the content of the draft contract and the requirements set out in the procurement documents.

The contracting authority form 'ESPD' as a separate file shall be accessible in the same place as this tender documentation.

Instructions for filling in the ESPD form are available at:

https://www.enarocanje.si/Dokumenti/Navodila\_za\_uporabo\_ESPD.pdf

The economic operator imports the contracting authority's ESPF form (XML file) on the website of the Public Procurement Portal/ESPD: <a href="https://www.enarocanje.si/ESPD/">https://www.enarocanje.si/ESPD/</a> and directly enters the required data into it.

The tenderer the contracting authority 'ESPD' form transfers or stores the form (XML file) as an independent document to his computer (discussion or other medium). Such a file can then be imported to the Public Procurement Portal.

The 'ESPD' form must be included in the tender <u>for any economic operator</u> participating in a tender in any application (tenderer, co-tender, economic operator whose capacities are referred to by the tenderer and subcontractors).

A tenderer who submits a bid in e-JN will upload its ESPD form to the "ESPD – tenderer" section, while the ESPD of the other participants will be placed in the "ESPD – other participants" section. A tenderer who submits a tender in e-JN shall order an electronically signed ESPD in .xml form or not signed ESPD in .xml form, in which case a legally binding document having the same validity as signed is deemed to have been submitted in accordance with the General Conditions of Use of the e-JN Information System.

For the other participating in the tender, the signed ESPD in .pdf form is attached to the section "ESPD – other participants".

#### 11.2.4 Other tender documents

The tenderer must upload the other tender documents into the e-JN information system under 'Other attachments'.







Documents that are uploaded to the section "Other attachments" (if a signature is required) can be signed physically and scanned as .pdf document or other format that allows storage of the scanned document (e.g. .tif, .jpg) or they can be signed electronically and loaded as .pdf document.

# 11.2.5 »Tenderer authorization for direct payment to subcontractors by contracting authority« form

When the tenderer intends to carry out the contract in question with a subcontractor requesting direct payment in accordance with the first indent of the fifth article of ZJN-3, he must enclose in the tender a form "Tenderer authorization for direct payment to subcontractors by contracting authority« in the form of a .pdf document in the e-JN information system in the "Other annexes" section. In this case, the form signed by the responsible person of the bidder is filled in.

### 11.2.6 »Subcontractor 's consent for direct payments« form

Direct payments to the subcontractor are mandatory in the case where the subcontractor requests direct payment and is accompanied by a sub-contractor's request for direct payment and attached in a form of a .pdf document in the e-JN information system under section "Other Annexes". In this case, a form signed by the responsible person of the subcontractor shall be completed.

# 11.2.7 »Authorization to sign the tender proposed by the co-tenderers group« form

In the case of a joint tender made by a group of co-tenderers with the tenderer, one form 'Authorisation for signature of a tender proposed by a group of co-tenderers' shall be completed, dated, stamped and signed by all co-tenderers and attached in the form .pdf of the document to the e-JN information system in the section "Other attachments".

#### 11.3 OTHER PROVISIONS FOR THE PREPARATION OF THE TENDER

#### 11.3.1 Joint tender

In the absence of a joint tender for all lots, the form 'ESPD' should indicate for which lots a joint tender is submitted and which joint tenderers bid for each lot.

In the event that a group of tenderers submits a joint tender, each tenderer must fulfil all the conditions laid down in points 9.1.1 and 9.1.4 of the tender documents. All tenderers in the joint tender shall submit documents relating to the demonstration of those conditions individually.

All tenderers in the joint tender must complete the 'ESPD' form individually and provide all the information required. Tenderers shall indicate in the e-JN information system that this is a joint tender and shall indicate all participating economic operators in the joint tender. In the event of a discrepancy between the entry of economic operators in the joint offer and in the e-JN information system and the entry of economic operators in the joint offer in the form 'ESPD', the entry in the form 'ESPD' will be deemed to apply.

The conditions set out in points 9.1.2 and 9.1.3 of the tender documents may be met jointly by tenderers. Documents relating to the demonstration of these terms and conditions shall be submitted by any tenderer in the joint tender.







In the event that a group of tenderers submits a joint tender, the contracting authority shall exclude the joint tender from the procurement procedure if any of the joint tenderers proves to be before or during the procurement procedure, in view of the actions taken or not carried out in one of the situations referred to in point 9.1.1 of the tender documentation. In the event that any of the joint tenderers is in the situation referred to in point 9.1.1 of the tender documents, the contracting authority will comply with Article 75, paragraphs, and of ZJN-3.

In the event that a group of tenderers submits a joint tender, the contracting authority will exclude the tenderer from the procurement procedure if it turns out that any of the joint tenderers is included in the list of operating restrictions (Article 35 of the Act on Integrity and Prevention of Corruption) or in an equivalent record of another Member State or third country.

The "Financial offer" form is submitted jointly by all tenderers participating in the joint tender, signed by the tendererer (and not the co-tenderer). In the event that a group of tenderers submits a joint tender, it uploads one "Proforma Invoice" form into the e-JN information system.

In the case of a joint tender, an agreement or joint cooperation contract in the performance of the contract shall also form a mandatory component of the tender, specifying the tasks and responsibilities of the individual tenderers for the implementation of the contracts and with the signatures of all the tenderers involved. However, tenderers are liable jointly and severally to the contracting authority.

#### 11.3.2 Tender with subcontractors

A subcontractor is an economic operator which is a legal or natural person and provides to the tenderer with whom the contracting authority has concluded a contract, a supply of goods or services directly linked to the subject-matter of the contract. An economic operator corresponding to this definition shall be considered a subcontractor irrespective of whether the tenderer invokes its ability to fulfil the conditions. The tenderer may subcontract only part of the contract (the tenderer may not subcontract the whole contract).

In the event that the tenderer cooperates with subcontractors in the implementation of the contract, he shall indicate in the 'ESPD' form all subcontractors and any part of the contract which he intends to subcontract, indicating the share of subcontracting for each subcontractor notified separately.

The tenderer shall indicate in the e-JN information system that the tender is subcontracted and shall indicate all participating economic operators.

The tenderer must also submit the completed 'ESPD' forms for each subcontractor with whom he will participate in the contract. The indication in the 'ESPD' form for each subcontractor must indicate for which lots each subcontractor is declared.

The subcontractor must fulfil all the conditions in points 9.1.1 and 9.1.4 of this tender documentation in the same way as the tenderer. If the subcontractor does not fulfil all the conditions under points 9.1.1 and 9.1.4 of this tender documentation, the subcontractor will be rejected by the national authority.







In so far as a tenderer uses the subcontractor's capacity to comply with the conditions for participation as referred to in point 9.1.2 of the tender documents and/or the staff condition or competence referred to in point 9.1.3 of this tender documentation, the following point of this tender documentation must be taken into account.

The tenderer shall provide, for each subcontractor, the same evidence for the fulfilment of the conditions set out in the preceding paragraph as he must attach to himself, except under conditions where the supporting documents to be submitted by the subcontractor are already provided.

If the tenderer intends to subcontract, he must in the tender:

- list all subcontractors and each part of the contract that he intends to subcontract,
- give contact details and legal representatives of the proposed subcontractors,
- complete 'ESPD' forms of these subcontractors in accordance with Article 79 of ZJN-3; and
- attach a sub-contractor's request for direct payment if the subcontractor so requests.

During the implementation of the contract, the selected contractor will have to inform the contracting authority of any changes to the information referred to in the previous paragraph and to provide information on new subcontractors that he intends to include subsequently in the performance of the contract, no later than five days after the change. If new subcontractors are involved, the main contractor will also be required to provide the data and documents referred to in the second, third and fourth indents of the previous paragraph together with the notification.

The contracting authority will reject any subsequently nominated subcontractor:

- if there are grounds for exclusion as set out in point 9.1.1 of this tender documentation and if it does not comply with the condition set out in point 9.1.4 of this tender documentation and will require replacement;
- if this could affect the smooth implementation or completion of works,
- where the new subcontractor does not fulfil the conditions relating to the award of the contract.

Only if the subcontractor requests direct payment shall be considered as compulsory direct payment to the subcontractor and the obligation is bound by both the contracting authority and the main contractor. Where a tenderer intends to carry out a public contract with a subcontractor requiring direct payment in accordance with this Article, it is obligatory that:

- in the contract, the main contractor authorises the contracting authority to directly pay the subcontractor on the basis of a certified account or situation by the main contractor,
- sub-contractor submits the agreement on the basis of which the contracting authority settles the subcontractor's claim on the tenderer instead of the tenderer,
- the main contractor shall attach to its account or situation the invoice or the situation of the subcontractor that it has previously approved.

For those nomineed subcontractors who will not request direct payments, the contracting authority will require the main contractor to send him a written declaration and a written declaration from the subcontractor that the subcontractor has received payment for the work carried out no later than 60 days after payment of the final invoice or situation. If the main contractor fails to comply with this







provision, the contracting authority will submit a proposal to the National Review Commission to initiate a misdemeanour procedure referred to in point 2 of the first paragraph of Article 112 of Article ZJN-3.

The main contractor may not perform a contract with a subcontractor for which the contracting authority has not given its consent. In the event of non-compliance, we draw attention to the criminal provision referred to in paragraph (3) and paragraph of Article 112 of ZJN-3.

The successful tenderer shall be fully responsible for the implementation of the contract vis-à-vis the contracting authority.

# 11.3.3 Use of the capacities of other entities

The tenderer may use the staff capacities of other entities, regardless of the legal relationship between them and those entities, in accordance with Article 81 ZJN-3, for the purpose of the contract, but only if they provide the services for which these facilities are requested.

The economic operator whose capacity is used may, in place of the tenderer, fulfil the conditions set out in points 9.1.2 and/or 9.1.3 of this tender documentation.

A tenderer who will use the capacities of other entities must demonstrate in the tender that he will have the means available, for example by providing assurances from these entities for this purpose – a written agreement between the tenderer and the contracting authority, the contract of undertaking, etc.

In this case, the contracting authority will act in accordance with paragraph of Article 81 of ZJN-3. In the event that the tenderer refers to the use of the capacities of other entities in this part, the 'ESPD' form must be completed in the manner required by this form. The tenderer must also submit their completed 'ESPD' forms in the tender documents for these entities. If there are grounds for exclusion from point 9.1.1 and/or non-compliance with the condition set out in point 9.1.4 of this tender documentation, they will be rejected by the contracting authority.

# 11.3.4 Variants tender

Variants tenders are not permitted.

#### 11.3.5 Language of the tender

The public procurement procedure is conducted in the Slovenian language. All documents relating to the offer must be in the Slovenian language, with the exception of evidence from official institutions (certificates), which may be submitted in a foreign language. The contracting authority reserves the right to require the tenderer to formally translate a part of a tender not submitted in Slovenian language at its own expense into Slovenian if, at the time of examination and evaluation of tenders, he considers it necessary and sets a reasonable time limit for doing so.

The tender or official translation in the Slovenian language shall always be used to assess controversial issues.







# 11.3.6 Preparation and submission of tender in the e-JN system

The tenderer shall submit the tender documentation in such a way that after registration or registration in the e-JN system at: https://ejn.gov.si selects the option "Participate in a procurement" option to open the tendering page. After entering the data and documents, he stores the data and documentation in the system and submits it by clicking on the "Submit tender" button to open a window in which the economic operator submitting the bid, confirming the familiarity with the general terms and conditions, accepts it and by clicking the "Submit tender" button to submit the tender. Detailed instructions on how to prepare and submit a tender can be found in the e-JN user manual, which are part of this tender documentation and published at https://ejn.gov.si.

#### 11.3.7 Validity of the tender

A tender shall be valid for at least 3 months from the time limit for the submission of tenders.

In exceptional circumstances, the contracting authority may require tenderers to extend the validity of tenders for a certain additional period of time.

#### 11.3.8 Cost of tender

All costs associated with the preparation and submission of a tender shall be borne by the tenderer.

#### 11.3.9 Anti-corruption clause

In the context of a procurement procedure, the contracting authority and tenderers may not commence and carry out actions which would predetermine the selection of a specific tender or which would result in the contract not being put into effect or not being fulfilled.

Any lobbying in procurement procedures shall be prohibited.

## 12. NOTICE OF THE AWARD DECISION

The contracting authority will publish the signed award decision on the Public Procurement Portal. The decision shall be deemed to have been served on the date of publication on the Public Procurement Portal.

#### 13. SUSPENSION OF THE TENDER PROCEDURE

Pursuant to paragraph of Article 90 of ZJN-3, a contracting authority may, pending the conclusion of the contract, withdraw from the performance of the contract on reasonable grounds that the subject-matter of the contract no longer needs or has no means for it, or that there are reasonable grounds for believing that the content of the contract was or might be the result of a criminal offence or other exceptional circumstances which the contracting authority could not control and foresee and render the performance of the contract impossible. In this case, the contracting authority shall inform the tenderers in writing in its decision and of the reasons for which it deviates from the performance of the public procurement.

The contracting authority shall not be liable for any damage which, for the above reasons, may be incurred by the successful tenderer.







#### 14. CONTRACT

The contracting authority shall sign a contract with the successful tenderer who submits an admissible tender for the subject contract for the lot (a lot for which the tenderer awards the tender) for a period of 6 months from the mutual signature of the contract.

In accordance with paragraph of Article 14 of the Act on Integrity and Prevention of Corruption (Ur. I. RS, No. 69/11-UPB2; The successful tenderer is obliged to provide a statement or information on the participation of natural and legal persons in the ownership of the successful tenderer, including the participation of silent partners and economic operators, who are deemed to be associated companies with the successful tenderer, on the basis of the provisions of the law governing the company, upon the invitation of the contracting authority, prior to signing the contract. If a tenderer submits a false declaration or provides false information on those facts, this will result in nullity of the contract.

Following a call from the contracting authority, the successful tenderer will be required to provide within 8 days of receipt of the invitation, the following details in the context of the procurement procedure or in the implementation of the contract:

- its founders, social partners, shareholders, supervisors or other owners and information on the ownership interests of those persons;
- economic operators which, according to the provisions of Act governing companies, are deemed to be associated companies.

If the successful tenderer requests the participation of subcontractors and the value of the subcontractors carried out in that contract exceeds EUR 10.000,00, excluding VAT, the successful tenderer will also have to provide the subcontractor with the above information at the request of the contracting authority.

The contracting authority will conclude a contract with the successful tenderer unless there are circumstances specified in Articles 35 and 36 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11 — Official Consolidated Text); Hereinafter referred to as: ZIntPK) which prohibits the contracting authority from operating with the selected economic operator. The same applies to the subcontractor if it carries out part of the subject-matter of the contract with a value of more than EUR 10.000,00 excluding VAT.

The successful tenderer must have at his disposal, throughout the implementation of the contract, the required staff which satisfies all the conditions required. The replacement must also meet all the required personnel conditions. The successful tenderer shall be obliged to inform the contracting authority of any changes in the performance of the services of this contract (the documents required and deemed to be the competence of the staff shall be submitted at any time). Any additional personnel who would provide the services in question, as well as any replacement in the tender of the notified personnel, shall be considered as a change.

The failure of the successful tenderer to submit a false declaration or to provide false information on those facts will result in nullity of the contract.







The contract will be adapted in substance prior to signature depending on whether the successful tenderer submits a joint tender, requests the participation of subcontractors and the like.

The successful tenderer must sign and return the contract to the contracting authority within two working days of receipt of the contract signed by the contracting authority. By signing the form 'ESPD', the tenderer confirms that he accepts the content of the model contract.

#### 15. LEGAL PROTECTION

A request for review relating to the content of the notice, the invitation to tender or the tender documents shall be submitted within ten working days of the date of publication of the contract notice or of the receipt of the invitation to tender.

Where a contracting authority amends or supplements the indications in the notice, the invitation to tender or the tender documents, a request for review relating to the amended, supplemented or clarified content of the publication, invitation to tender or tender documents, or a direct reference to it in the original notice, the invitation to tender or tender documents, may be submitted within ten working days from the date of publication of the notice of additional information, information on the pending procedure or correction, provided that that notice amends or supplements the requirements or criteria for selecting the most favourable tenderer.

The request for review referred to in the preceding paragraph may not be submitted after the deadline for receipt of tenders, unless the contracting authority has set a deadline for the receipt of tenders in the procurement procedure, which shall be less than ten working days.

In that case, the request for review may be submitted within ten working days of the date of publication of the contract notice.

The fee in the amount of EUR 4,000.00 must be paid by the applicant to the transaction account of the Ministry of Finance, number SI56 0110 0100 0358 802, reference 11 16110-7111290-XXXXXXLL (the first six digits are the serial number of the publication on the Public Procurement Portal entered by the applicant, the last two digits mean the year mark) open at the Bank of Slovenia, Slovenska cesta 35, 1505 Ljubljana, Slovenia, SWIFT CODE: BS LJ SI 2X; purpose of the transfer - fee for the public procurement review procedure.

The request for review shall be submitted through the eRevision portal or by the date of its use in duplicate with the contracting authority. With a copy of the review request, the applicant also informs the Ministry of Public Administration, Directorate of Public Procurement. The request for review shall be submitted directly to the contracting authority or sent to the contracting authority by registered or registered mail.

Zvonko Černač The Minister







#### II. CONTRACT SPECIFICATIONS - TECHNICAL SPECIFICATIONS

#### 1. INTRODUCTION

At the initiative of the European Council, the European Commission on 17 June 2014 adopted the 'Communication on the European Union Strategy for the Adriatic and Ionian Region', document COM(2014)357 and the Action Plan, document SWD(2014)190, as the accompanying document to the Communication on the European Union Strategy for the Adriatic and Ionian Region (EUSAIR). Both documents were endorsed by the European Council at its autumn meeting on 24 October 2014, while foreign affairs ministers from eight participating countries (Albania, Bosnia and Herzegovina, Montenegro, Greece, Croatia, Italy, Slovenia, Serbia) adopted a joint statement on the governance and implementation system of the EUSAIR in November 2014.

The European Union strategy for the Adriatic and Ionian macro-region, together with the Action Plan, set out priorities for the Adriatic and Ionian region. EUSAIR is based on four thematic pillars: Blue Growth – Pillar 1; Connecting the region (transport and energy networks) – Pillar 2; Quality of the environment – Pillar 3; and Sustainable tourism – Pillar 4. It is envisaged that the Participating Countries involved in the implementation of the Strategy and interested stakeholders will implement concrete macro-regional projects resulting from the Action Plan. The EUSAIR Governing Board has been set up to coordinate and monitor the implementation of the EUSAIR strategy to which representatives of all eight participating States are appointed. On 2 April 2020, Northern Macedonia joined EUSAIR. At the operational level, the Thematic Steering Groups (TSGs) were formed for each strategic pillar (hereinafter referred to as TSGs), which ensure substantive coordination between the participating countries of the strategy.

#### 2. BACKGROUND INFORMATION

## 2.1 BACKGROUND OF THE FACILITY POINT PLUS PROJECT

The strategic project EUSAIR Support Point (EUSAIR) was launched in 2016 to support the operation of both management structures: EUSAIR Facility Point, headed by the Government Office for Development and European Cohesion Policy and financed by the Interreg ADRION programme. A strategic project in the implementation of EUSAIR provides operational and administrative assistance to these structures and addresses the opportunities and challenges for cooperation, but there are still certain constraints on:

- Support for cross-sectoral cooperation and the development of cross-cutting or cross-pillar project ideas;
- The coverage of the EUSAIR horizontal content, in particular as regards strengthening the management capacity of the Adriatic and Ionian stakeholders.

To this end, a contract was signed by the Government Office for Development and European Cohesion Policy in 2016 for the implementation of the project "Facility Point Plus", which is implemented over three work packages:

- Work Package 1: Support for the development of cross-pillar macro-regional projects;
- Work Package 2: Capacity building of key operators and other EUSAIR stakeholders;
- Work Package 3: Project management.







#### 2.2 STATE OF PREPARATION OF CROSS-PILLAR MACRO-REGIONAL PROJECT IDEAS

A call to TSGs from all four strategic pillars was sent to TSGs on 11. 12. 2017 as part of the first working package of the Facility Point Plus project. Among the conditions for the application of the project idea was the condition that the project idea should include the area of at least two strategic pillars and at least two objectives of these pillars. The initial deadline for submitting projects ideas was 10. 12. 2018 and, at the request of the European Commission, the deadline was extended until 10. 4. 2019. The evaluation and selection of cross-pillar macro-regional project ideas was carried out in July 2019 with the aim of developing selected cross-pillar macro-regional project ideas, with the help of external experts, into project concepts/projects suitable for funding.

In line with the invitation, TSG representatives also participated in the preparation of Terms of Reference to be carried out by external experts. The minimum requirements that the external expert/experts will have to meet have already been part of the guide for the Call for the preparation of cross-pillar macro-regional project ideas.

#### 3. LEGAL BASIS

The preliminary basis is the Communication from the European Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions on the European Union Strategy for the Adriatic and Ionian Region, document COM(2014) 357 final of 17. 6. 2014, COM(2014) (amendment SWD(2020) 57), accompanying document Action Plan to the Communication from the European Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions on the European Union Strategy for the Adriatic and Ionian Region, document No.SWD(2014) 190 final of 17. 6. 2019, (amendment COM(2020) 132), Activity Grant Agreement between the European Commission and the Government Office for Development and European Cohesion Policy on the implementation of the project Additional Support Point (Agreement No. 2015CE160AT068 of 15. 12. 2016 and Annex No. 1 of 26. 12. 2019), and a notice to the European Commission dated 14. 8. 2019 on selected macroregional cross-pillar project ideas.

In addition, the successful tenderer will have to take into account the content of six (6) macroregional cross-pillar project ideas. More detailed descriptions of individual project ideas can be found in Annex 2 – 'Selected project ideas in English' to the tender documentation:

- Lot 1: The STETAI project; TSG 2 ('Energy Network Subgroup') and TSG 4;
- Lot 2: The project 'Using high quality research to strengthen Dialogue and institutional Capacities for effective implementation of Marine Spatial Planning'/Integrated Coastal Zone Management (hereinafter referred to as ICZM)'; TSG 1 and TSG 3;
- Lot 3: The WAI-TP project; TSG 1 and TSG 2 (Transport subgroup);
- Lot 4: The ADRIONCYCLETOUR project; TSG 2 (Transport subgroup) and TSG 4;
- Lot 5: The BLUECULTURE project; TSG 1 and TSG 4;
- Lot 6: The ADRIONet project; TSG 3 and TSG 4;







Studies, analyses and other documents relevant to EUSAIR (e.g. EC Communications, EUSAIR reports, etc.); All relevant EU policies and strategies and any national/regional/local strategies relating to the content of the above cross-pillar project ideas. A list with a more detailed description of the individual packages can be found in Annex 1 – 'Short description of project ideas in English' of the tender documents.

#### 4. SCOPE AND PURPOSE OF THE CONTRACT

The purpose of the procurement is to further develop six macro-regional cross-pillar project ideas and upgrade them into project/funding concepts with a view to accelerating the implementation of the strategy. Project concepts/projects for funding should be prepared in accordance with the priorities pursued by each strategic pillar.

Objectives of the services to be expected from the successful provider:

- Further development of macro-regional cross-pillar project ideas into project concepts/projects suitable for funding,
- In the further development of macro-regional cross-pillar project ideas, involve stakeholders from as many of the signatories of the strategy as possible, which have already been identified in selected project ideas. Stakeholders can also be identified in the process of further developing macro-regional cross-pillar project ideas.
- Take into account the transnational and macro-regional aspects: Transfer of direct effects or results to other areas within EUSAIR (and beyond) as well as balance between Facility Point Plus countries.

### 4.1 PREPARATION OF CONTENT AND WORKFLOW

The tasks of the selected tenderer in the further development of six macro-regional cross-pillar project ideas into project concepts/projects for funding are presented below.

The successful tenderer must:

- In cooperation with the relevant TSGs, develop project ideas into project-based concepts/projects ready for funding,
- In doing so, the result should include a justification of the link to EUSAIR, a detailed analysis of the project's logical framework, the way in which the project's quality control is ensured, including how to report, communicate and teamwork with a view to ensuring effective coordination between project partners, a clear definition of the necessary activities, financial structure, human resources required, short-term and long-term objectives, measurable indicators, direct impacts and results, envisaged partnership, risk management plan, dissemination plan, exploitation and sustainability of project results, as well as other conditions that could affect the project's success,
- Cooperate with other national and regional experts (if necessary).
- The successful tenderer shall also have the following tasks: Identification and mapping of potential stakeholders, partner search and establishment of partnerships in EUSAIR countries,







identification and mapping of potential financial resources and calls for proposals (as far as possible) for the projects concerned.

Six project ideas must be upgraded/developed by the successful tenderer and the activities described in the table below must be carried out.

Activity	Product	Contents
Description of the project framework, questions and coherence	BACKGROUND  The defined relevance of the project for the EUSAIR Area	The expert will specify the consistency with the themes/priorities of the relevant pillars.  Explain clearly why the project is necessary, with reference to the EUSAIR programme content.  Define the general role of stakeholders in
		the implementation of project activities.  Clearly define the relevance of the project (the common territorial challenges addressed by the project, as well as the project approach to address these common challenges).
	SCOPE  Project description and feasibility study (if necessary)	Compliance of the project concept/project for funding with a general objective.  The project/funding concept/project developed in accordance with approved project ideas, together with a justification for supporting the priority actions set out in the EUSAIR Action Plan for the Pillar concerned.
		A structured approach to the development of innovative ideas in a project/funding project
Development of the	OBJECTIVE	Data acquisition and analysis.
strategic framework of the project and focus	Prepared summary of the project	Drawing up summaries of the challenges of the EUSAIR macro-region and the solutions envisaged by the project concept to address them.
	Targets set in accordance with EUSAIR	The main project objectives set in conjunction with the specific objectives of EUSAIR.
Development of a strategic project work plan and activities	METHODOLOGY  Prepared work plan and key activities	Project activity plan including a timeline. Preparation of the project implementation plan: - Definition of activity, - Defining links between activities,







		- Assessment of the duration of the
		activity.  Drawing up a list of relevant experiences of each pillar, research or studies relevant to the subject of the project.
	PROFESSIONALISM	Data collection and processing.
		The expert(s) will use existing models, experience, studies and research essential to project development and to achieve Pillar/TSG objectives.
	Inventory of expected direct effects	Definition of impact indicators (specific, measurable, achievable, essential and timebound).
Establishment of the	APPLICATIONS	Identification of project partners.
EUSAIR Partnership Framework	Prepared Partnership Framework	Find additional partners in EUSAIR countries, with the support of the EUSAIR Facility Point platform and the project itself.
	Traineron.	Mapping of stakeholders in cooperation with TSGs.
	19N	Establishing cooperation criteria and a description of how to achieve them — for each project concept separately.
		Identification of participants in project activities.
		Definition of partners and their roles in project activities at the level of each country.
		Description of the EUSAIR governance support methodology for national coordination and implementation.
Networking	NETWORKING  Partnership at ELLlevel	Description of how the partnership will ensure sustainable relations with the EU institutions
	Partnership at EU level Associate Institutions	institutions.  The aim of the activities is to connect
		potential key institutions in terms of knowledge of trends and challenges in pillar and cross-pillar specific objectives, as well as identifying potentials and steps to improve coordination between policies and actions within the Adriatic and Ionian macro-region.
		Several meetings/events/workshops are foreseen during the development of the







		<del>-</del>
		project idea (the method will be agreed).
Defining the expected direct effects	FOCUS  Main results and direct effects of the project are defined	Defining expected results and direct impacts on target groups
Assessment of the necessary resources	FINANCIAL PLAN  Prepared Description of the Financial Plan	Review of the proposals of the stakeholders and the extent of the financial resources needed to carry out the project activities. The contractor shall make his/her expert assessment.
Identification of potential sources of funding and preparation of the full project concept/project financing	Description of the advantages and disadvantages of potential sources of funding	The project concept/project for funding is ready on application form (application form <sup>8</sup> ).

Within all the lots, in addition to the above activities, the successful tenderer is expected to fulfil the specific tasks for each lot separately, as indicated in the table below.

Lot / Project idea	Specific tasks	Method of work
Lot 1 / Project STETAI	<ul> <li>Carrying out a feasibility study, demonstrating the advantages of using renewable energy in buildings that are important in terms of cultural and architectural heritage and tourism;</li> </ul>	<ul><li>Conducting workshops,</li><li>Developing appropriate methodology</li></ul>
	- Data on all stakeholders involved in new energy practices and techniques, on modern production and consumption patterns in line with modern technologies and international standards, cost-benefit analysis data in support of the green management decision (return on investment case studies); preparing a proposal for pilot measures that can be taken in all EUSAIR countries involved.	
Lot 2 /	- The definition of a common spatial	- A general overview;

 $<sup>^{\</sup>rm 8}$  The form will be agreed in cooperation with the successful tenderer.

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Project »Using high	information system on ecosystem	- Conducting of workshops;
quality research to strengthen Dialogue and institutional Capacities for effective	components and human use and activities;  - The proposal for pilot projects developed under the Barcelona Convention;	- Interviews with key stakeholders.
implementation of MSP/ICZM«	<ul> <li>Preparing a proposal for pilot measures that can be taken in all EUSAIR countries involved;</li> </ul>	
	<ul> <li>Networking to improve cooperation between NATURA 2000 marine areas and marine protected areas in line with the Marine Strategy Framework Directive.</li> </ul>	
Lot 3 /	- Identifying the most promising blue	- A general overview;
Project WAI-TP	growth sectors where marine and maritime technologies support partnership in identifying technologies of common interest;	- Interviews with key stakeholders;
	- Assessing which blue growth sectors improve cooperation between stakeholders and support the exchange of knowledge between public institutions, policy makers, businesses, chambers of commerce, business support organisations, universities, research institutions and technology transfer institutions;	<ul> <li>Workshops: Exchange of good practices, identification of common interests in maritime technologies, definition of the organisational and operational mechanism of the platform, definition of pilot actions.</li> </ul>
	- Identify, for each blue growth sector under consideration, the main obstacles to the establishment of Adriatic and Ionian support and partnership in the development of a common strategy for the establishment of a platform and cluster;	
	- Making proposals for concrete pilot actions that could then be adopted in EUSAIR.	
Lot 4 /	- Prepare the Adriatic and Ionian Cycling	- A general overview;
Project ADRIONCYCLETOUR	Route Itinerarium based on existing projects in EUSAIR countries and on the basis of the tourism potential of the	- Interviews with key stakeholders;
	regions where it will be established;	- Workshops: Exchange of good practices, debate on the







Lot 5 / Project BLUECULTURE	<ul> <li>Identify the (common) technical characteristics of the Adriatic and Ionian Cycling Infrastructure on the basis of legislation in EUSAIR countries and assess the investment costs of the realisation of such infrastructure;</li> <li>Identify the functional characteristics of facilities to promote tourist attraction along the cycling route and assess the potential impacts of the cycling route, including benefits for the tourism sector in the Adriatic and Ionian region;</li> <li>Identify stakeholders to be involved in the preparation process and identify concrete pilot actions that can be taken in all EUSAIR countries involved.</li> <li>Collect and analyse best practices at European and international level. In addition, the expert is responsible for</li> </ul>	potential of integrated transport and tourism along the cycling route;  - Cost-benefit analysis of the establishment of a cycling route in the Adriatic and Ionian region or only a specific section of the route (pilot projects).
	providing accurate and up-to-date information relevant to the project idea;  - Provide and justify the necessary technical specifications of the proposed equipment	
Lot 6 /	- Collect and analyse best practices at	- A general overview;
Project ADRIONet	European and international level. In	- Workshops;
	addition, the expert is responsible for	•
	providing accurate and up-to-date information relevant to the project idea.	- Interviews with key stakeholders.

# 5. APPROACH AND METHODOLOGY (WORKING METHODS)

The successful tenderer's work process consists of four stages, the result of which will be products defined in the contract.

# 5.1 PHASE ONE: METHODOLOGY AND TOOLS

In order to carry out the subject-matter of the contract, the successful tenderer must develop and apply a detailed and coherent methodology and describe the tools to be used to carry out the task, taking into account the orientations described in Chapter Four, and propose additional tools to contribute to the objectives of the contract.







The inception report shall contain a description of the quality control system that the successful tenderer will use to ensure the quality of the prepared products.

The inception report should also include a cooperation plan. The cooperation plan will identify the common needs of the project development process and will cover the following main tasks, defining the individual responsibilities and responsibilities involved:

- Preparation of project concepts/projects for funding by the selected provider, which cooperate with contact points (determined by TSGs) responsible for a specific project idea;
- Facility Point Plus supports the successful provider, monitors their performance and provides an overview of the quality of the services provided;
- The successful bidder must prepare implementation plans and plan and carry out capacitybuilding activities if necessary.

An outline of the methodology and the analytical tools used will be given in the inception report or the initial report to be drawn up in the first phase.

#### The final product of the first stage is the inception report.

#### 5.2 PHASE TWO: FURTHER DEVELOPMENT OF MACRO-REGIONAL CROSS-PILLAR PROJECT IDEAS

Based on the methodology developed during the initial phase, the successful tenderer will further develop macro-regional cross-pillar project ideas as described in section 4.1 "Preparation of content and workflow". The successful tenderer is expected to include representatives of TSGs. The successful tenderer must include the target groups and potential beneficiaries in their work; These can be public institutions, research institutions, companies, non-governmental sectors, etc.

The final product of the second phase is a macro-regional cross-pillar project concept/project suitable for funding and a report on the service performed.

## 5.3 PHASE THREE: PROJECT IMPLEMENTATION PLAN FOR A DEVELOPED MACRO-REGIONAL CROSS-PILLAR PROJECT IDEA

After approval of the second phase, the successful tenderer will prepare plans for the implementation of project concepts/projects for funding. The successful tenderer is expected to consult through workshops, interviews with potential partners and other stakeholders as part of its work. The project development methodology should contain a set of general principles and rules from which specific procedures will be drawn up to help identify how to implement a project in a cost-effective manner. The successful tenderer must describe the main methods of implementing the projects.

The successful tenderer will identify the key phases of the project implementation process, determine the required level of stakeholder involvement, describe the content and duration of the







project activities, identify the tools necessary for monitoring purposes, provide rules for data analysis and prepare a preliminary feasibility study of the innovation project, as far as necessary.

The final product of the third phase is the project implementation plan for a prepared macroregional cross-pillar project concept.

#### 5.4 PHASE FOUR: FINAL REPORT

The selected contractor is expected to draw up a final report with a brief description of all activities carried out and with conclusions including annexes.

All products/documents must be produced in good quality, at a high level/standard of English.

The final product of the fourth phase is the final report.

#### 6. TIME FRAME AND FINAL PRODUCTS

The successful tenderer will start work immediately after the contract is signed and will undertake to carry out the following activities or to submit the following products according to the indicative timeline below.

The main result is the developed macro-regional inter-pillar project/funding concept. The successful tenderer must also draw up a project implementation plan and, if necessary, capacity-building activities.

Phase		Contents	Responsibility	Deadline
		Selection of external	FPP <sup>9</sup>	December 2020 – January
		contractor and contract	management /	2021
		signature	contractor	
		Meeting with the selected	FPP	10 calendar days after
		external contractor	management /	signature of the contract
Phase On	•	)	contractor	
Pilase Oil	е	Submission of the contractor		20 calendar days after the
		inception report		meeting was held
		Submission of any	FPP	15 caledar days after
		comments on the draft	management	receipt of the inception
		inception report /TSGs		report
		Validation of the inception	contractor /FPP	approximately 30 calendar
		report		days after submission of
				the inception report
Phase	Further	Organisation of	contractor	December 2020–March

<sup>&</sup>lt;sup>9</sup> FPP = Facility Point Plus project.







Two	development of	meetings/workshops or		2021
	cross-pillar	interviews with potential		
project ideas		partners and other		
		stakeholders		
		Development of project	contractor	December 2020–March
		concepts/projects for		2021
		funding		
		Organisation of meetings	contractor	All the time
		with TSG members to		
		improve further		
		development of project		
		ideas		
Phase	Project	Preparation of project	contractor	January-March 2021
Three	implementation	implementation plans		
	plan for a			
	developed			
	macro-regional			
	cross-pillar			
	project idea			
Phase Fo	ur	Approval of the final	FPP	March-April 2021
		report	management	

/The timetable shall be adjusted accordingly depending on the date of signature of the contract with the contractor/

#### 7. COOPERATION WITH THE CONTRACTING AUTHORITY

Within ten (10) calendar days of the mutual signing of the service contract, the contracting authority will invite the contractor to an introductory meeting to discuss the work plan for the implementation of the service content. Tasks are performed in an interactive way between the selected contractor and the Facility Point Plus project management. Accordingly, provision should be made for regular exchanges of information on the progress of work.

All products included in the contract service must be submitted electronically. The Facility Point Plus management and TSGs shall provide the successful tenderer with access to all available procurement related data (a contract between the European Commission and Facility Point Plus, etc.). All documents produced as a result of this procurement shall be submitted in English. Communication with the contractor and members of the TSGs is conducted in English. Documents, analyses and reports must be prepared at a high-quality level, both in terms of language skills and clarity and concise presentation of complex facts.

#### ANNEXES:

Annex 1 – 'Short description of project ideas in English'

Annex 2 – 'Selected project ideas in English'







## **III.FORMS AND ANNEXES**









#### **FINANCIAL OFFER**

Taking into account all the conditions and requirements of the contracting authority in the tender documentation "Selection of experts for the development of crosspillar project ideas within the framework of the European Union Strategy for the Adriatic and Ionian Macroregion – Facility Point Plus", we offer a tender for:

- LOT 1: The STETAI project; TSG 2 ('Energy Network Subgroup') and TSG 4; amounting to EUR including VAT (or all related duties).
- LOT 2: The project 'Using high quality research to strengthen Dialogue and institutional Capacities for effective implementation of Marine Spatial Planning'/Integrated Coastal Zone Management (hereinafter referred to as ICZM)'; TSG 1 and TSG 3; amounting to EUR including VAT (or all related duties).
- LOT 3 The WAI-TP project; TSG 1 and TSG 2 (Transport subgroup); amounting to EUR including VAT (or all related duties).
- LOT 4: The ADRIONCYCLETOUR project; TSG 2 (Transport subgroup) and TSG 4; amounting to
   EUR including VAT (or all related duties).
- LOT 5: The BLUECULTURE project; TSG 1 and TSG 4; amounting to EUR including VAT (or all related duties).
- LOT 6: The ADRIONet project; TSG 3 and TSG 4; amounting to EUR including VAT (or all related duties).

/The tenderer shall enter the price only for the lot for which he bids. All numerical data on this form must be rounded to no more than two decimal places/

All prices shall be fixed and include all direct and indirect costs.

Our offer is valid up to	and including	/enter date DD.MM.YYYY/(at least 3 months
from the time limit for the	submission of tenders).	
Place:		Dully authorised signature:
Date:	Stamp <sup>10</sup>	

<sup>&</sup>lt;sup>10</sup> If the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION STAMP".



/indicate the lot No./

LOT No.





# AUTHORISATION TO APPLY FOR A CRIMINAL RECORD CERTIFICATE – for economic operators

/name of autho	orising officer/		
Cohesion Policy, Kotr procurement procedu development of cross	ikova ulica 5, 1000 Lj ire with the mark JN 1 spillar project ideas wi in macro-region" in th	ubljana, to verify the fulfilm 4/2020, with the subject of ithin the framework of the	Development and European nent of the conditions in the "Selection of experts for the European Union strategy for epublic of Slovenia obtains a
Information on the le	gal person:		
Name or firm of the le	egal person:	1/1/2	
Registration number of	of the legal person:		
Business address (stre	et and house number,	post code and post office):	
Date:			
Place:	Stamp <sup>11</sup>	Indication of the sig	natory:
		(authorising o	officer signature)

 $<sup>^{11}</sup>$  If the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION STAMP".



/indicate the lot No./

LOT No.





# AUTHORISATION TO APPLY FOR A CRIMINAL RECORD CERTIFICATE – for natural persons

/name of authorising officer/
I hereby authorise the Government Office of the Republic of Slovenia for Development and European
Cohesion Policy, Kotnikova ulica 5, 1000 Ljubljana, to verify the fulfilment of the conditions in the
procurement procedure with the mark JN 14/2020, with the subject of "Selection of experts for the
development of crosspillar project ideas within the framework of the European Union strategy for
the Adriatic and Ionian macro-region" in the Criminal Record of the Republic of Slovenia obtains a
certificate from the subject register.
My personal information is as follows:
Name and surname:
ID Number:
Address of residence: /street, house number, postal code and post office/
Address of temporary residence: /street, house number, postal code and post office/
Nationality:
My previous surname was:
Date:
Place: Indication of the signatory:

(authorising officer signature)







# TENDERER'S AUTHORISATION FOR DIRECT PAYMENT to subcontractors by contracting authority

LOT12	No.	/indicate the lot	number/	
Name	e of tendere	r:		
autho Cohe Facili	ority the Off sion Policy, ty Point Plus	ice of the Gover Kotnikova ulica	nment of th 5, 1000 Ljub , part in the	graph of Article 94 of ZJN-3, I authorize the contracting the Republic of Slovenia for Development and European oljana, to Union for the Adriatic-Ionian Macro-Region role of the main contractor of the certified invoice, to
	Name of su	bcontractor	Nature an	d scope of work to be carried out by the subcontractor:
1				
2				
3 /If ned	cessary, it sha	all be extended/	~	
Place	:			Name and surname of the responsible person:
Date			Stamp <sup>13</sup>	Signature of responsible person ————————————————————————————————————

<sup>&</sup>lt;sup>12</sup> If the tenderer submits a tender for more than one lot, he shall complete and attach the form for each lot separately.

 $<sup>^{13}</sup>$  If the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION STAMP".







## SUBCONTRACTOR'S REQUEST FOR DIRECT PAYMENT

LOT <sup>14</sup> No.	/indicate the lot r	number/		
Name of subcon	tractor:			
Headquarters ac	Idress of subcontr	actor:		
Sub-contractor r	egistration numbe	er:		
Sub-contractor t	ax number:			
Sub-contractor t	ransaction accoun	nt: /number,	/, opened at	/name of the bank where it is opened/
Development ar subject of which framework of th Plus", instead of	nd European Cohe n is "Selection of e ne European Union the tenderer	sion Policy - the experts for the c n Strategy for th /enter the name	contracting autilevelopment of items and loss of tenderer/	re that the Government Office for nority for public procurement, the nterpillar project ideas within the pnian Macroregion – Facility Point
the contracting types of work:	authority settles	our receivables	from the tende	r directly to us, for the following
		our receivables  Estimated		r directly to us, for the following  Estimated value
types of work:	f work	10	quantity	
types of work:	f work	Estimated	quantity	Estimated value
types of work:	f work	Estimated	quantity	Estimated value
types of work:	f work ption)	Estimated	quantity ry hours)	Estimated value (in EUR including VAT)
types of work:  Type o (descri	f work ption)	Estimated (in adviso	quantity ry hours)	Estimated value (in EUR including VAT)

<sup>&</sup>lt;sup>14</sup> If the tenderer submits a tender for more than one lot, he shall complete and attach the form for each lot separately.

 $<sup>^{15}</sup>$  f the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION STAMP".







## AUTHORISATION TO SIGN THE TENDER PROPOSED by the group of co-tenderers<sup>16</sup>

LOT <sup>17</sup> No.	/indicate the lot number/				
The undersig	ned /enter name /enter the name and addi		he authorising	officer/with title	/enter
certificate that	I am the legal represent	ative of the co-ter	nderer /	enter the name of co-tend	erer/
	offer and hereby authoridustrical signature/ and init	_	/enter nar er a handwritten	me with the title/ <b>, who s</b> initials/,	signs like
ideas within th	behalf, the tender for 'Se e framework of the Euro Plus', published on the P	pean Union strate	gy for the Adı		
Following this	form, we attach for each	of the co-tendere	ers in the grou	ıp:	
- "ESPD" f	orm (.pdf file)				
Following this	form, we enclose for all	co-tenderers in the	e group toget	her:	
•	ent or contract on joint pnent (with signatures of a		•	tion of the public	
Place:					
Date:	Stam	p <sup>18</sup>	/sig	gnature of authorising offic	cer/

<sup>&</sup>lt;sup>16</sup> On one form 'Authorisation to sign the tender proposed by a group of co-tenderers' all involved shall be indicated – the tenderer with all co-tenderers. This form shall be completed only in the case of a joint tender, made by a group of tenderers with a co-tenderer/co-tenderers.

<sup>&</sup>lt;sup>17</sup> If the tenderer submits a tender for more than one lot, he shall complete and attach the form for each lot separately.

 $<sup>^{18}</sup>$  If the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION STAMP".







## DECLARATION ON ECONOMIC OPERATOR'S REFERENCES<sup>19</sup>

#### **REFERENCE WORK 1**

LOT No.	/indicate the	lot number/
-0:110:	/ III alcate the	iot mannoch,

#### FOR THE FURFULMENT OF CONDITION:

/indicate the name of the tenderer or co-tenderer or sub-contractor/ demonstrates the reference work as shown in point 9.1.2 of the tender dossier.

/indicate the name and address of the contracting authority for which the referene sork was performed/

Under criminal and material responsibility, we confirm that we have provided /enter the full name of the contractor of the reference work/ in the year(s) /enter year(s) of the service(s) for that contracting authority/ in the context of the contract No. /enter the number of the contract(s)/ dated /enter date/ in a value EUR /insert amount X.XXX.XXX,00/ tax excluded.

**The reference work concerned** /enter a brief description of the content of the services provided from which the compliance with the condition to which the reference certificate relates/:

#### **FOR THE FURFILMENT OF THE CRITERION:**

/indicate the name of the tenderer or co-tenderer or sub-contractor/ has participated in the implementation of a reference work 1 – project at the following level /if more than one indent "YES" is indicated in the four indents below, the contracting authority will not acknowledge any "YES" /:

Project at national level:	/Enter 'Yes' or 'No'/
----------------------------	-----------------------

Project on a transnational/interregional level: /Enter 'Yes' or 'No'/

Cross-sectoral project at national level: /Enter 'Yes' or 'No'/

Cross-sectoral project at transnational/interregional level: /Enter 'Yes' or 'No'/

•	person of the national authority for authority for authority/	or reference wo	rk 1 /Enter the name and contact person o
Phone:	/Enter the phone number of the con	tact person of the r	national authority/
E-mail ad	<b>Idress:</b> /Enter e-mail address of t	he contact person o	f the national authority/
Place:	/Indicate place with word/		
Date:	/enter date DD. MM. – MM. LYYY/	Stamp <sup>20</sup>	Responsible person of the economic operator:  /name and surname/
			 /signature/

<sup>&</sup>lt;sup>19</sup> If the tenderer submits a tender for more than one lot, he shall complete and attach the form for each lot separately.

<sup>&</sup>lt;sup>20</sup> If the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION STAMP".







**LOT No.** /indicate the lot number/

#### FOR THE FURFULMENT OF CONDITION:

/indicate the name of the tenderer or co-tenderer or sub-contractor/ demonstrates the reference work as shown in point 9.1.2 of the tender dossier.

/indicate the name and address of the contracting authority for which the referene sork was performed/

Under criminal and material responsibility, we confirm that we have provided /enter the full name of the contractor of the reference work/ in the year(s) /enter year(s) of the service(s) for that contracting authority/ in the context of the contract No. /enter the number of the contract(s)/ dated /enter date/ in a value EUR /insert amount X.XXX.XXX,00/ tax excluded.

**The reference work concerned** /enter a brief description of the content of the services provided from which the compliance with the condition to which the reference certificate relates/:

#### FOR THE FURFILMENT OF THE CRITERION:

/indicate the name of the tenderer or co-tenderer or sub-contractor/ has participated in the implementation of a reference work 2 – project at the following level /if more than one indent "YES" is indicated in the four indents below, the contracting authority will not acknowledge any "YES" /:

$\triangleright$	Project at national level:	/Enter 'Yes' or 'No
_	Project at national level.	/ LIILEI TES OI INC

Cross-sectoral project at transnational/interregional level: /Enter 'Yes' or 'No'/

	person of the national authority for authority/	r reference work 2	/Enter the name and contact person of
Phone:	/Enter the phone number of the cont	act person of the national	authority/
E-mail ac	ddress: /Enter e-mail address of th	e contact person of the na	tional authority/
Place:	/Indicate place with word/		
Date:	/enter date DD. MM. – MM. LYYY/	Stamp <sup>21</sup> Res	oonsible person of the economic operator: /name and surname/
1			 /signature/

Project on a transnational/interregional level: /Enter 'Yes' or 'No'/

Cross-sectoral project at national level: /Enter 'Yes' or 'No'/

<sup>&</sup>lt;sup>21</sup> If the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION STAMP".







**LOT No.** /indicate the lot number/

#### **FOR THE FURFULMENT OF CONDITION:**

/indicate the name of the tenderer or co-tenderer or sub-contractor/ demonstrates the reference work as shown in point 9.1.2 of the tender dossier.

/indicate the name and address of the contracting authority for which the referene sork was performed/

Under criminal and material responsibility, we confirm that we have provided

name of the contractor of the reference work/ in the year(s) /enter year(s) of the service(s) for that contracting

authority/ in the context of the contract No. /enter the number of the contract(s)/ dated /enter

date/ in a value EUR /insert amount X.XXX.XXX,00/ tax excluded.

**The reference work concerned** /enter a brief description of the content of the services provided from which the compliance with the condition to which the reference certificate relates/:

#### FOR THE FURFILMENT OF THE CRITERION:

/indicate the name of the tenderer or co-tenderer or sub-contractor/ has participated in the implementation of a reference work 3 — project at the following level /if more than one indent "YES" is indicated in the four indents below, the contracting authority will not acknowledge any "YES" /:

$\triangleright$	Project at national level:	/Enter 'Yes' or 'No'.

- Project on a transnational/interregional level: /Enter 'Yes' or 'No'/
- Cross-sectoral project at national level: /Enter 'Yes' or 'No'/
- > Cross-sectoral project at transnational/interregional level: /Enter 'Yes' or 'No'/

-	person of the national authority for al authority/	reference work 3	/Enter the name and contact person o
Phone:	/Enter the phone number of the conta	ct person of the nationa	l authority/
E-mail ac	ddress: /Enter e-mail address of the	contact person of the n	ational authority/
Place:	/Indicate place with word/		
Date:	/enter date DD. MM. – MM. LYYY/ <b>St</b>	<b>amp</b> <sup>22</sup> Re	sponsible person of the economic operator:  /name and surname/
		_	 /sianature/

<sup>&</sup>lt;sup>22</sup> If the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION STAMP".







LOT No.	/indicate the	lot number/

#### **FOR THE FURFULMENT OF CONDITION:**

/indicate the name of the tenderer or co-tenderer or sub-contractor/ demonstrates the reference work as shown in point 9.1.2 of the tender dossier.

/indicate the name and address of the contracting authority for which the referene sork was performed/

Under criminal and material responsibility, we confirm that we have provided

name of the contractor of the reference work/ in the year(s) /enter year(s) of the service(s) for that contracting

authority/ in the context of the contract No. /enter the number of the contract(s)/ dated /enter

date/ in a value EUR /insert amount X.XXX.XXX,00/ tax excluded.

**The reference work concerned** /enter a brief description of the content of the services provided from which the compliance with the condition to which the reference certificate relates/:

#### FOR THE FURFILMENT OF THE CRITERION:

/indicate the name of the tenderer or co-tenderer or sub-contractor/ has participated in the implementation of a reference work 4 – project at the following level /if more than one indent "YES" is indicated in the four indents below, the contracting authority will not acknowledge any "YES" /:

$\triangleright$	Project at national level:	/Enter 'Yes' or 'No'.

- Project on a transnational/interregional level: /Enter 'Yes' or 'No'/
- Cross-sectoral project at national level: /Enter 'Yes' or 'No'/
- > Cross-sectoral project at transnational/interregional level: /Enter 'Yes' or 'No'/

Contact person of the national authority for reference work 4 /Enter the name and contact person of the national authority/

Phone: /Enter the phone number of the contact person of the national authority/

E-mail address: /Enter e-mail address of the contact person of the national authority/

Place: /Indicate place with word/

Date: /enter date DD. MM. – MM. LYYY/ Stamp<sup>23</sup> Responsible person of the economic operator: /name and surname/
//signature/

<sup>&</sup>lt;sup>23</sup> If the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION STAMP".







LOT No.	/indicate the lot number/
---------	---------------------------

#### **FOR THE FURFULMENT OF CONDITION:**

/indicate the name of the tenderer or co-tenderer or sub-contractor/ demonstrates the reference work as shown in point 9.1.2 of the tender dossier.

/indicate the name and address of the contracting authority for which the referene sork was performed/

Under criminal and material responsibility, we confirm that we have provided /enter the full name of the contractor of the reference work/ in the year(s) /enter year(s) of the service(s) for that contracting authority/ in the context of the contract No. /enter the number of the contract(s)/ dated /enter date/ in a value EUR /insert amount X.XXX.XXX,00/ tax excluded.

**The reference work concerned** /enter a brief description of the content of the services provided from which the compliance with the condition to which the reference certificate relates/:

#### FOR THE FURFILMENT OF THE CRITERION:

/indicate the name of the tenderer or co-tenderer or sub-contractor/ has participated in the implementation of a reference work 5 – project at the following level /if more than one indent "YES" is indicated in the four indents below, the contracting authority will not acknowledge any "YES" /:

Project at national level:	/Enter 'Yes' or 'No'/
----------------------------	-----------------------

Project on a transnational/interregional level: /Enter 'Yes' or 'No'/

Cross-sectoral project at national level: /Enter 'Yes' or 'No'/

> Cross-sectoral project at transnational/interregional level: /Enter 'Yes' or 'No'/

-	person of the national authority for authority/	or reference wo	/Enter the name and contact person of
Phone:	/Enter the phone number of the cor	ntact person of the n	ational authority/
E-mail ad	<b>Idress:</b> /Enter e-mail address of	he contact person o	f the national authority/
Place:	/Indicate place with word/		
Date:	/enter date DD. MM. – MM. LYYY/	Stamp <sup>24</sup>	Responsible person of the economic operator:
			/name and surname/

<sup>&</sup>lt;sup>24</sup> If the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION STAMP".







## ATTESTATION OF THE CONTRACTING AUTHORITY<sup>25</sup>

For /enter the name and address of the contracting authority for whom the reference work was performed/
under criminal and material responsibility, I confirm that we have with the contractor /enter the full
name of the contractor of the reference work/ in years/s /enter year(s) year(s)/ within the contract No
/enter the number of contract(s)/ dated /enter date/ concluded the contract for implementing
/state the name of the service or project/ in the total value of EUR , excluding VAT,
or that the said contractor performed under that contract services for us in the amount of EUR
/state the amount of total contract value/ without VAT. / round amounts to two decimal places /
The above-mentioned contractor has carried out those works or services in a timely manner and in accordance with the above-mentioned contract.
Responsible person of the contracting authority, from whom references can be checked and / or
additional information can be obtained /enter the name and surname of the responsible person of the
contracting authority/
Tel.: /enter the telephone number/
E-mail address: /enter e-mail address/
Date:

#### Note:

Stamp of contracting authority <sup>26</sup>

Only the attestation bearing the original stamp and signature of the responsible person of the contracting authority is valid. If the contracting authority does not operate with the stamp, this should be indicated. The contracting authority that validates the project reference certificate is a third (legal) person, which means that this certificate cannot be confirmed by the tenderer himself or to a co-tenderer or subcontractor.

Contracting authority's responsible person signature:

<sup>&</sup>lt;sup>25</sup> This form is to be completed for each reference work separately.

<sup>&</sup>lt;sup>26</sup> If the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION STAMP".







## FOR LOT 1 - Presentation of expert/experts

For the purpose of the procurement "Selection of experts for the development of interpillar project ideas in the framework of the European Union Strategy for the Adriatic and Ionian Macroregion – Facility Point Plus", published on the Public Procurement Portal, we will appoint an expert/s /specify one expert if you apply for only one, or indicate all the experts you apply, indicate each expert in a new line, delete/add lines if necessary:

1.	/enter name and surname of expert/
2.	/enter name and surname of expert/
3.	/enter name and surname of expert/
Expert	/enter name and surname of expert/

/enter the expert's level of education/

Completed second Bologna cycle study programme or higher university study	YES / NO
programme (former) relevant to each project idea/group (e.g. engineering, development	
cooperation, international relations, political science, public administration or finance):	
Knowledge and understanding of economic cooperation and development activities at	YES / NO
transnational and macro-regional level:	
Knowledge of the project cycle and approach of the logical framework:	YES / NO
At least 5 years of work experience in the preparation, cooperation or management of	YES / NO
projects (funded from the European Investment Funds (ESI) and/or the Instrument for	
Pre-Accession Assistance (IPA) and/or other instruments/programmes of pre-accession	
assistance) or at least 5 years of work experience relevant to each project idea/lot for	
which the tenderer bids:	
Excellent knowledge (understanding, reading, oral and written knowledge) of English	YES / NO
language at least at the B2 <sup>27</sup> level:	
Ability to work in the international team:	YES / NO
Computer literacy (MS Office), knowledge of the use of databases and data search	YES / NO
systems:	
Knowledge of renewable energy sources, their efficient and useful use in hotels and	YES / NO
buildings relevant from the cultural and architectural heritage perspective:	
Knowledge of alternative energy sources, responsible and sustainable patterns of	YES / NO
production and use of environmentally friendly practices and energy efficiency in	
accordance with international standards:	
General knowledge on sustainable development, ETIS (European Tourism Indicators	YES/ NO
System) indicators and environmental indicators:	

<sup>&</sup>lt;sup>27</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2)







## **Expert** /enter name and surname of expert/

/enter the expert's level of education/

Completed second Bologna cycle study programme or higher university study	YES / NO
programme (former) relevant to each project idea/group (e.g. engineering, development	
cooperation, international relations, political science, public administration or finance):	
Knowledge and understanding of economic cooperation and development activities at	YES / NO
transnational and macro-regional level:	
Knowledge of the project cycle and approach of the logical framework:	YES / NO
At least 5 years of work experience in the preparation, cooperation or management of	☐ YES / ☐ NO
projects (funded from the European Investment Funds (ESI) and/or the Instrument for	
Pre-Accession Assistance (IPA) and/or other instruments/programmes of pre-accession	
assistance) or at least 5 years of work experience relevant to each project idea/lot for	
which the tenderer bids:	
Excellent knowledge (understanding, reading, oral and written knowledge) of English	YES / NO
language at least at the B2 <sup>28</sup> level:	
Ability to work in the international team:	YES / NO
Computer literacy (MS Office), knowledge of the use of databases and data search	YES / NO
systems:	
Knowledge of renewable energy sources, their efficient and useful use in hotels and	YES / NO
buildings relevant from the cultural and architectural heritage perspective:	
Knowledge of alternative energy sources, responsible and sustainable patterns of	YES / NO
production and use of environmentally friendly practices and energy efficiency in	
accordance with international standards:	
General knowledge on sustainable development, ETIS (European Tourism Indicators	YES/ NO
System) indicators and environmental indicators:	
Expert /enter name and surname of expert/	
/enter the expert's level of education/	
, since the difference of catalana,	
The expert nominated above satisfies the following conditions: /in the table below in	each indent in the righ
column indicate 'YES' to fulfil the condition or 'NO' for non-compliance with that condition/:	
Completed second Bologna cycle study programme or higher university study	YES / NO
programme (former) relevant to each project idea/group (e.g. engineering, development	
cooperation, international relations, political science, public administration or finance):	
Knowledge and understanding of economic cooperation and development activities at	YES / NO
transnational and macro-regional level:	

<sup>&</sup>lt;sup>28</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2)







Knowledge of the project cycle and approach of the logical framework:	YES / NO
At least 5 years of work experience in the preparation, cooperation or management of	YES / NO
projects (funded from the European Investment Funds (ESI) and/or the Instrument for	
Pre-Accession Assistance (IPA) and/or other instruments/programmes of pre-accession	
assistance) or at least 5 years of work experience relevant to each project idea/lot for	
which the tenderer bids:	
Excellent knowledge (understanding, reading, oral and written knowledge) of English	YES / NO
language at least at the B2 <sup>29</sup> level:	
Ability to work in the international team:	YES / NO
Computer literacy (MS Office), knowledge of the use of databases and data search	YES / NO
systems:	
Knowledge of renewable energy sources, their efficient and useful use in hotels and	YES / NO
buildings relevant from the cultural and architectural heritage perspective:	
Knowledge of alternative energy sources, responsible and sustainable patterns of	YES / NO
production and use of environmentally friendly practices and energy efficiency in	
accordance with international standards:	
General knowledge on sustainable development, ETIS (European Tourism Indicators	YES/ NO
System) indicators and environmental indicators:	
/delete/add for new experts if necessary/	
Place: /Enter place with word/	
Date: /enter date DD. MM. YYYY/ Stamp <sup>30</sup> Responsible person of	the economic operator:
/name and	surname/
/signature	/

<sup>&</sup>lt;sup>29</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2)

 $<sup>^{30}</sup>$  If the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION STAMP".







## **FOR LOT 2: Presentation of expert/experts**

For the purpose of the procurement "Selection of experts for the development of interpillar project ideas in the framework of the European Union Strategy for the Adriatic and Ionian Macroregion – Facility Point Plus", published on the Public Procurement Portal, we will appoint an expert/s /specify one expert if you apply for only one, or indicate all the experts you apply, indicate each expert in a new line, delete/add lines if necessary:

1.	/enter name	and surname	of expert/
----	-------------	-------------	------------

- 2. /enter name and surname of expert/
- 3. /enter name and surname of expert/

**Expert** /enter name and surname of expert/

/enter the expert's level of education/

Completed second Bologna cycle study programme or higher university study programme	YES / NO
(former) relevant to each project idea/group (e.g. engineering, development cooperation,	
international relations, political science, public administration or finance):	
Knowledge and understanding of economic cooperation and development activities at	YES / NO
transnational and macro-regional level:	
Knowledge of the project cycle and approach of the logical framework:	YES / NO
At least 5 years of work experience in the preparation, cooperation or management of	YES / NO
projects (funded from the European Investment Funds (ESI) and/or the Instrument for Pre-	
Accession Assistance (IPA) and/or other instruments/programmes of pre-accession	
assistance) or at least 5 years of work experience relevant to each project idea/lot for	
which the tenderer bids:	
Excellent knowledge (understanding, reading, oral and written knowledge) of English	YES / NO
language at least at the B2 <sup>31</sup> level:	
Ability to work in the international team:	YES / NO
Computer literacy (MS Office), knowledge of the use of databases and data search	YES / NO
systems:	
Knowledge of the marine environment and marine technologies, knowledge of and threats	YES / NO
to marine and coastal biodiversity:	
Marine knowledge with a focus on maritime spatial planning (including integration with	YES / NO
the coast through integrated coastal management) and marine protected areas:	

<sup>&</sup>lt;sup>31</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2)







## **Expert** /enter name and surname of expert/

/enter the expert's level of education/

Completed second Bologna cycle study programme or higher university study programme	YES / NO
(former) relevant to each project idea/group (e.g. engineering, development cooperation,	
international relations, political science, public administration or finance):	
Knowledge and understanding of economic cooperation and development activities at	YES / NO
transnational and macro-regional level:	
Knowledge of the project cycle and approach of the logical framework:	YES / NO
At least 5 years of work experience in the preparation, cooperation or management of	YES / NO
projects (funded from the European Investment Funds (ESI) and/or the Instrument for Pre-	
Accession Assistance (IPA) and/or other instruments/programmes of pre-accession	
assistance) or at least 5 years of work experience relevant to each project idea/lot for	
which the tenderer bids:	
Excellent knowledge (understanding, reading, oral and written knowledge) of English	YES / NO
language at least at the B2 <sup>32</sup> level:	
Ability to work in the international team:	YES / NO
Computer literacy (MS Office), knowledge of the use of databases and data search	YES / NO
systems:	
Knowledge of the marine environment and marine technologies, knowledge of and threats	YES / NO
to marine and coastal biodiversity:	
Marine knowledge with a focus on maritime spatial planning (including integration with	YES / NO
the coast through integrated coastal management) and marine protected areas:	
Expert /enter name and surname of expert/	
/enter the expert's level of education/	
,	
The expert nominated above satisfies the following conditions: /in the table below in ed	ich indent in the right
column indicate 'YES' to fulfil the condition or 'NO' for non-compliance with that condition/:	
Completed second Bologna cycle study programme or higher university study programme	YES / NO
(former) relevant to each project idea/group (e.g. engineering, development cooperation,	
international relations, political science, public administration or finance):	
Knowledge and understanding of economic cooperation and development activities at	YES / NO
transnational and macro-regional level:	
Knowledge of the project cycle and approach of the logical framework:	YES / NO
At least 5 years of work experience in the preparation, cooperation or management of	YES / NO
projects (funded from the European Investment Funds (ESI) and/or the Instrument for Pre-	
projects (randed from the European investment rands (Esi) and/or the instrument for Fre-	

<sup>&</sup>lt;sup>32</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2)







Accession Assistance (IPA) and/or other instruments/programmes of pre-accession			
assistance) or at least 5 years of work experience relevant to each project idea/lot for			
which the tenderer bids:			
Excellent knowledge (understanding, reading, oral and written knowledge) of English	YES / NO		
language at least at the B2 <sup>33</sup> level:			
Ability to work in the international team:	☐ YES / ☐ NO		
Computer literacy (MS Office), knowledge of the use of databases and data search	YES / NO		
systems:			
Knowledge of the marine environment and marine technologies, knowledge of and threats	YES / NO		
to marine and coastal biodiversity:			
Marine knowledge with a focus on maritime spatial planning (including integration with	YES / NO		
the coast through integrated coastal management) and marine protected areas:			
/delete/add for new experts if necessary/			
Place: /Enter place with word/			
/ Lides / Lines place with word,			
Date: /enter date DD. MM. YYYY/ Stamp <sup>34</sup> Responsible person of the	e economic operator:		
/name and su	rname/		
, name and a	,		
/signature/			

<sup>&</sup>lt;sup>33</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2)

 $<sup>^{34}</sup>$  If the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION STAMP".







## **FOR LOT 3: Presentation of expert/experts**

For the purpose of the procurement "Selection of experts for the development of interpillar project ideas in the framework of the European Union Strategy for the Adriatic and Ionian Macroregion — Facility Point Plus", published on the Public Procurement Portal, we will appoint an expert/s /specify one expert if you apply for only one, or indicate all the experts you apply, indicate each expert in a new line, delete/add lines if necessary:

2.	/enter name and surname of expert/
3.	/enter name and surname of expert/

/enter name and surname of expert/

/enter name and surname of expert/

/enter the expert's level of education/

1.

**Expert** 

Completed second Bologna cycle study programme or higher university study	YES / NO
programme (former) relevant to each project idea/group (e.g. engineering, development	
cooperation, international relations, political science, public administration or finance):	
Knowledge and understanding of economic cooperation and development activities at	YES / NO
transnational and macro-regional level:	
Knowledge of the project cycle and approach of the logical framework:	YES / NO
At least 5 years of work experience in the preparation, cooperation or management of	YES / NO
projects (funded from the European Investment Funds (ESI) and/or the Instrument for	
Pre-Accession Assistance (IPA) and/or other instruments/programmes of pre-accession	
assistance) or at least 5 years of work experience relevant to each project idea/lot for	
which the tenderer bids:	
Excellent knowledge (understanding, reading, oral and written knowledge) of English	YES / NO
language at least at the B2 <sup>35</sup> level:	
Ability to work in the international team:	YES / NO
Computer literacy (MS Office), knowledge of the use of databases and data search	YES / NO
systems:	
Knowledge of the marine environment and marine technologies:	YES / NO
Knowledge of maritime themes, blue growth and blue economy in the Adriatic and	YES / NO
Ionian region:	
Knowledge of how maritime clusters work and how to integrate the needs of different	YES / NO
stakeholders into the maritime and marine clusters:	

<sup>&</sup>lt;sup>35</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2)







YES /

## **Expert** /enter name and surname of expert/

/enter the expert's level of education/

Completed second Bologna cycle study programme or higher university study

programme (former) relevant to each project idea/group (e.g. engineering, development	
cooperation, international relations, political science, public administration or finance):	
Knowledge and understanding of economic cooperation and development activities at	YES / NO
transnational and macro-regional level:	
Knowledge of the project cycle and approach of the logical framework:	YES / NO
At least 5 years of work experience in the preparation, cooperation or management of	YES / NO
projects (funded from the European Investment Funds (ESI) and/or the Instrument for	
Pre-Accession Assistance (IPA) and/or other instruments/programmes of pre-accession	
assistance) or at least 5 years of work experience relevant to each project idea/lot for	
which the tenderer bids:	
Excellent knowledge (understanding, reading, oral and written knowledge) of English	YES / NO
language at least at the B2 <sup>36</sup> level:	
Ability to work in the international team:	YES / NO
Computer literacy (MS Office), knowledge of the use of databases and data search	YES / NO
systems:	
Knowledge of the marine environment and marine technologies:	YES / NO
Knowledge of maritime themes, blue growth and blue economy in the Adriatic and	YES / NO
Ionian region:	
Knowledge of how maritime clusters work and how to integrate the needs of different	YES / NO
stakeholders into the maritime and marine clusters:	
<b>Expert</b> /enter name and surname of expert/	
/enter the expert's level of education/	
yenter the expert siever of educations	
The expert nominated above satisfies the following conditions: /in the table below in	each indent in the righ
column indicate 'YES' to fulfil the condition or 'NO' for non-compliance with that condition/:	_
Completed second Delegae avale study programme or higher university study	YES / NO
Completed second Bologna cycle study programme or higher university study	☐ YES / ☐ NO
programme (former) relevant to each project idea/group (e.g. engineering, development	
cooperation, international relations, political science, public administration or finance):	☐ YES / ☐ NO
Knowledge and understanding of economic cooperation and development activities at	
transnational and macro-regional level:	
Knowledge of the project cycle and approach of the logical framework:	☐ YES / ☐ NO
At least 5 years of work experience in the preparation, cooperation or management of	YES / NO

<sup>&</sup>lt;sup>36</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2)







projects (funded from the European Investment Funds (ESI) and/or the Instrument for	
Pre-Accession Assistance (IPA) and/or other instruments/programmes of pre-accession	
assistance) or at least 5 years of work experience relevant to each project idea/lot for	
which the tenderer bids:	
Excellent knowledge (understanding, reading, oral and written knowledge) of English	YES / NO
language at least at the B2 <sup>37</sup> level:	
Ability to work in the international team:	YES / NO
Computer literacy (MS Office), knowledge of the use of databases and data search	YES / NO
systems:	
Knowledge of the marine environment and marine technologies:	YES / NO
Knowledge of maritime themes, blue growth and blue economy in the Adriatic and	YES / NO
Ionian region:	
Knowledge of how maritime clusters work and how to integrate the needs of different	YES / NO
stakeholders into the maritime and marine clusters:	
/delete/add for new experts if necessary/	
Place: /Enter place with word/	
Date: /enter date DD. MM. YYYY/ Stamp <sup>38</sup> Responsible person of the	he economic operator:
/name and s	surname/
/signature/	,

<sup>&</sup>lt;sup>37</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2)

 $<sup>^{38}</sup>$  If the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION STAMP".







### **FOR LOT 4: Presentation of expert/experts**

For the purpose of the procurement "Selection of experts for the development of interpillar project ideas in the framework of the European Union Strategy for the Adriatic and Ionian Macroregion — Facility Point Plus", published on the Public Procurement Portal, we will appoint an expert/s /specify one expert if you apply for only one, or indicate all the experts you apply, indicate each expert in a new line, delete/add lines if necessary:

1.	/enter name	and surname	of expert/

- 2. /enter name and surname of expert/
- 3. /enter name and surname of expert/

**Expert** /enter name and surname of expert/

/enter the expert's level of education/

Completed second Bologna cycle study programme or higher university study programme	YES / NO
(former) relevant to each project idea/group (e.g. engineering, development cooperation,	
international relations, political science, public administration or finance):	
Knowledge and understanding of economic cooperation and development activities at	YES / NO
transnational and macro-regional level:	
Knowledge of the project cycle and approach of the logical framework:	☐ YES / ☐ NO
At least 5 years of work experience in the preparation, cooperation or management of	YES / NO
projects (funded from the European Investment Funds (ESI) and/or the Instrument for Pre-	
Accession Assistance (IPA) and/or other instruments/programmes of pre-accession	
assistance) or at least 5 years of work experience relevant to each project idea/lot for	
which the tenderer bids:	
Excellent knowledge (understanding, reading, oral and written knowledge) of English	YES / NO
language at least at the B2 <sup>39</sup> level:	
Ability to work in the international team:	YES / NO
Computer literacy (MS Office), knowledge of the use of databases and data search	YES / NO
systems:	
Experience in cycling infrastructure planning:	YES / NO
Experience in designing cultural and tourist products on cycling routes:	YES / NO
Experience on the main requirements (e.g. safety, technical requirements) related to	YES / NO
cycling route planning in a transnational context, including experience in designing cycling	
itineraries by integrating elements of sustainable tourism, knowledge of tourist needs in	
EUSAIR countries (e.g. seasonality):	

<sup>&</sup>lt;sup>39</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2)







YES / NO

## **Expert** /enter name and surname of expert/

/enter the expert's level of education/

The expert nominated above satisfies the following conditions: /in the table below in each indent in the right column indicate 'YES' to fulfil the condition or 'NO' for non-compliance with that condition/:

Completed second Bologna cycle study programme or higher university study programme

(former) relevant to each project idea/group (e.g. engineering, development cooperation,

international relations, political science, public administration or finance):	
Knowledge and understanding of economic cooperation and development activities at	YES / NO
transnational and macro-regional level:	
Knowledge of the project cycle and approach of the logical framework:	☐ YES / ☐ NO
At least 5 years of work experience in the preparation, cooperation or management of	☐ YES / ☐ NO
projects (funded from the European Investment Funds (ESI) and/or the Instrument for Pre-	
Accession Assistance (IPA) and/or other instruments/programmes of pre-accession	
assistance) or at least 5 years of work experience relevant to each project idea/lot for	
which the tenderer bids:	
Excellent knowledge (understanding, reading, oral and written knowledge) of English	YES / NO
language at least at the B2 <sup>40</sup> level:	
Ability to work in the international team:	YES / NO
Computer literacy (MS Office), knowledge of the use of databases and data search	YES / NO
systems:	
Experience in cycling infrastructure planning:	YES / NO
Experience in designing cultural and tourist products on cycling routes:	YES / NO
Experience on the main requirements (e.g. safety, technical requirements) related to	☐ YES / ☐ NO
cycling route planning in a transnational context, including experience in designing cycling	
itineraries by integrating elements of sustainable tourism, knowledge of tourist needs in	
EUSAIR countries (e.g. seasonality):	
Evport (astronomy and assessed)	
Expert /enter name and surname of expert/	
/enter the expert's level of education/	
The expert nominated above satisfies the following conditions: /in the table below in ed	ach indent in the right
column indicate 'YES' to fulfil the condition or 'NO' for non-compliance with that condition/:	
Completed second Bologna cycle study programme or higher university study programme	YES / NO
(former) relevant to each project idea/group (e.g. engineering, development cooperation,	
international relations, political science, public administration or finance):	
Knowledge and understanding of economic cooperation and development activities at	YES / NO
transnational and macro-regional level:	

<sup>&</sup>lt;sup>40</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2)







Knowledge of the project cycle and approach of the logical framework:	L YES / L NO
At least 5 years of work experience in the preparation, cooperation or management of	YES / NO
projects (funded from the European Investment Funds (ESI) and/or the Instrument for Pre-	
Accession Assistance (IPA) and/or other instruments/programmes of pre-accession	
assistance) or at least 5 years of work experience relevant to each project idea/lot for	
which the tenderer bids:	
Excellent knowledge (understanding, reading, oral and written knowledge) of English	YES / NO
language at least at the B2 <sup>41</sup> level:	
Ability to work in the international team:	YES / NO
Computer literacy (MS Office), knowledge of the use of databases and data search	YES / NO
systems:	
Experience in cycling infrastructure planning:	YES / NO
Experience in designing cultural and tourist products on cycling routes:	☐ YES / ☐ NO
Experience on the main requirements (e.g. safety, technical requirements) related to	☐ YES / ☐ NO
cycling route planning in a transnational context, including experience in designing cycling	
itineraries by integrating elements of sustainable tourism, knowledge of tourist needs in	
EUSAIR countries (e.g. seasonality):	
/delete/add for new experts if necessary/	
Place: /Enter place with word/	
Date: /enter date DD. MM. YYYY/ Stamp <sup>42</sup> Responsible person of th	e economic operator:
/name and su	urname/
/signature/	

<sup>&</sup>lt;sup>41</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2)

 $<sup>^{42}</sup>$  If the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION STAMP".







## **FOR LOT 5: Presentation of expert/experts**

For the purpose of the procurement "Selection of experts for the development of interpillar project ideas in the framework of the European Union Strategy for the Adriatic and Ionian Macroregion — Facility Point Plus", published on the Public Procurement Portal, we will appoint an expert/s /specify one expert if you apply for only one, or indicate all the experts you apply, indicate each expert in a new line, delete/add lines if necessary:

1.	/enter name	and surname	of expert/
	,		-,,,

- 2. /enter name and surname of expert/
- 3. /enter name and surname of expert/

**Expert** /enter name and surname of expert/

/enter the expert's level of education/

Completed second Bologna cycle study programme or higher university study programme	YES / NO
(former) relevant to each project idea/group (e.g. engineering, development cooperation,	
international relations, political science, public administration or finance):	
Knowledge and understanding of economic cooperation and development activities at	YES / NO
transnational and macro-regional level:	
Knowledge of the project cycle and approach of the logical framework:	YES / NO
At least 5 years of work experience in the preparation, cooperation or management of	YES / NO
projects (funded from the European Investment Funds (ESI) and/or the Instrument for Pre-	
Accession Assistance (IPA) and/or other instruments/programmes of pre-accession	
assistance) or at least 5 years of work experience relevant to each project idea/lot for	
which the tenderer bids:	
Excellent knowledge (understanding, reading, oral and written knowledge) of English	YES / NO
language at least at the B2 <sup>43</sup> level:	
Ability to work in the international team:	YES / NO
Computer literacy (MS Office), knowledge of use of databases and data search systems:	YES / NO
Knowledge of underwater technologies (such as ROVs (Remote Operated Vehicle <sup>44</sup> ), AUVs	YES / NO
(Autonomous Underwater Vehicle <sup>45</sup> ), underwater scooters, underwater communications	
systems, radar, etc.):	
Dry diving techniques:	YES / NO
Knowledge of the digital display of underwater 3D images and data storage in the cloud:	☐ YES / ☐ NO

<sup>&</sup>lt;sup>43</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2)

<sup>&</sup>lt;sup>44</sup> An ROV is an unoccupied vehicle connected to a ship by a group of cables, which allows a human to command it from above the surface.

<sup>&</sup>lt;sup>45</sup> AUVs are autonomous underwater vehicles that can act on their own.







## **Expert** /enter name and surname of expert/

/enter the expert's level of education/

Completed second Bologna cycle study programme or higher university study programme	YES / NO
(former) relevant to each project idea/group (e.g. engineering, development cooperation,	
international relations, political science, public administration or finance):	
Knowledge and understanding of economic cooperation and development activities at	YES / NO
transnational and macro-regional level:	
Knowledge of the project cycle and approach of the logical framework:	YES / NO
At least 5 years of work experience in the preparation, cooperation or management of	☐ YES / ☐ NO
projects (funded from the European Investment Funds (ESI) and/or the Instrument for Pre-	
Accession Assistance (IPA) and/or other instruments/programmes of pre-accession	
assistance) or at least 5 years of work experience relevant to each project idea/lot for	
which the tenderer bids:	
Excellent knowledge (understanding, reading, oral and written knowledge) of English	YES / NO
language at least at the B2 <sup>46</sup> level:	
Ability to work in the international team:	YES / NO
Computer literacy (MS Office), knowledge of the use of databases and data search	YES / NO
systems:	
Knowledge of underwater technologies (such as ROVs (Remote Operated Vehicle <sup>47</sup> ), AUVs	YES / NO
(Autonomous Underwater Vehicle <sup>48</sup> ), underwater scooters, underwater communications	
systems, radar, etc.):	
Dry diving techniques:	YES / NO
Knowledge of the digital display of underwater 3D images and data storage in the cloud:	YES / NO
Expert /enter name and surname of expert/	
/enter the expert's level of education/	
Tenter the expert siever of educations	
The expert nominated above satisfies the following conditions: /in the table below in ea	ach indent in the right
column indicate 'YES' to fulfil the condition or 'NO' for non-compliance with that condition/:	J
Completed second Bologna cycle study programme or higher university study	☐ YES / ☐ NO
programme (former) relevant to each project idea/group (e.g. engineering, development	
cooperation, international relations, political science, public administration or finance):	
Knowledge and understanding of economic cooperation and development activities at	☐ YES / ☐ NO
transnational and macro-regional level:	

<sup>&</sup>lt;sup>46</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2)

<sup>&</sup>lt;sup>47</sup> An ROV is an unoccupied vehicle connected to a ship by a group of cables, which allows a human to command it from above the surface.

<sup>&</sup>lt;sup>48</sup> AUVs are autonomous underwater vehicles that can act on their own.







Knowledge of the project cycle and approach of the logical framework:	YES / NO
At least 5 years of work experience in the preparation, cooperation or management of	YES / NO
projects (funded from the European Investment Funds (ESI) and/or the Instrument for	
Pre-Accession Assistance (IPA) and/or other instruments/programmes of pre-accession	
assistance) or at least 5 years of work experience relevant to each project idea/lot for	
which the tenderer bids:	
Excellent knowledge (understanding, reading, oral and written knowledge) of English	YES / NO
language at least at the B2 <sup>49</sup> level:	
Ability to work in the international team:	YES / NO
Computer literacy (MS Office), knowledge of the use of databases and data search	YES / NO
systems:	
Knowledge of underwater technologies (such as ROVs (Remote Operated Vehicle <sup>50</sup> ),	YES / NO
AUVs (Autonomous Underwater Vehicle <sup>51</sup> ), underwater scooters, underwater	
communications systems, radar, etc.):	
Dry diving techniques:	YES / NO
Knowledge of the digital display of underwater 3D images and data storage in the cloud:	YES / NO
/delete/add for new experts if necessary/	
Place: /Enter place with word/	
Date: /enter date DD. MM. YYYY/ Stamp <sup>52</sup> Responsible person of the state of the st	the economic operator:
/name and	surname/
/signature	/

<sup>&</sup>lt;sup>49</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2)

<sup>&</sup>lt;sup>50</sup> An ROV is an unoccupied vehicle connected to a ship by a group of cables, which allows a human to command it from above the surface.

<sup>&</sup>lt;sup>51</sup> AUVs are autonomous underwater vehicles that can act on their own.

 $<sup>^{52}</sup>$  If the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION STAMP".







## **FOR LOT 6: Presentation of expert/experts**

For the purpose of the procurement "Selection of experts for the development of interpillar project ideas in the framework of the European Union Strategy for the Adriatic and Ionian Macroregion — Facility Point Plus", published on the Public Procurement Portal, we will appoint an expert/s /specify one expert if you apply for only one, or indicate all the experts you apply, indicate each expert in a new line, delete/add lines if necessary:

1.	/enter name	and surname	of expert/

- 2. /enter name and surname of expert/
- 3. /enter name and surname of expert/

**Expert** /enter name and surname of expert/

/enter the expert's level of education/

Completed second Bologna cycle study programme or higher university study programme	YES / NO
(former) relevant to each project idea/group (e.g. engineering, development cooperation,	
international relations, political science, public administration or finance):	
Knowledge and understanding of economic cooperation and development activities at	YES / NO
transnational and macro-regional level:	
Knowledge of the project cycle and approach of the logical framework:	YES / NO
At least 5 years of work experience in the preparation, cooperation or management of	YES / NO
projects (funded from the European Investment Funds (ESI) and/or the Instrument for Pre-	
Accession Assistance (IPA) and/or other instruments/programmes of pre-accession	
assistance) or at least 5 years of work experience relevant to each project idea/lot for	
which the tenderer bids:	
Excellent knowledge (understanding, reading, oral and written knowledge) of English	YES / NO
language at least at the B2 <sup>53</sup> level:	
Ability to work in the international team:	YES / NO
Computer literacy (MS Office), knowledge of the use of databases and data search	YES / NO
systems:	
Knowledge of sustainable tourism in coastal and marine protected areas, underwater	YES / NO
archaeology and/or historical/cultural sites, green sustainable and responsible tourism	
management:	

<sup>&</sup>lt;sup>53</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2)







## **Expert** /enter name and surname of expert/

/enter the expert's level of education/

Completed second Bologna cycle study programme or higher university study	YES / NO
programme (former) relevant to each project idea/group (e.g. engineering, development	
cooperation, international relations, political science, public administration or finance):	
Knowledge and understanding of economic cooperation and development activities at	YES / NO
transnational and macro-regional level:	
Knowledge of the project cycle and approach of the logical framework:	YES / NO
At least 5 years of work experience in the preparation, cooperation or management of	YES / NO
projects (funded from the European Investment Funds (ESI) and/or the Instrument for	
Pre-Accession Assistance (IPA) and/or other instruments/programmes of pre-accession	
assistance) or at least 5 years of work experience relevant to each project idea/lot for	
which the tenderer bids:	
Excellent knowledge (understanding, reading, oral and written knowledge) of English	YES / NO
language at least at the B2 <sup>54</sup> level:	
Ability to work in the international team:	YES / NO
Computer literacy (MS Office), knowledge of the use of databases and data search	YES / NO
systems:	
Knowledge of sustainable tourism in coastal and marine protected areas, underwater	☐ YES / ☐ NO
archaeology and/or historical/cultural sites, green sustainable and responsible tourism	
management:	
Expert /enter name and surname of expert/	
/enter the expert's level of education/	
yenter the experts level of educationy	
The expert nominated above satisfies the following conditions: /in the table below in e	each indent in the right
column indicate 'YES' to fulfil the condition or 'NO' for non-compliance with that condition/:	
Completed second Bologna cycle study programme or higher university study programme	YES / NO
(former) relevant to each project idea/group (e.g. engineering, development cooperation,	
international relations, political science, public administration or finance):	
Knowledge and understanding of economic cooperation and development activities at	YES / NO
transnational and macro-regional level:	
Knowledge of the project cycle and approach of the logical framework:	YES / NO
At least 5 years of work experience in the preparation, cooperation or management of	<del>                                     </del>
projects (funded from the European Investment Funds (ESI) and/or the Instrument for Pre-	
Accession Assistance (IPA) and/or other instruments/programmes of pre-accession	1

<sup>&</sup>lt;sup>54</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2)







assistance) or at least 5 years of work experience relevant to	o each project idea/lot for
which the tenderer bids:	
Excellent knowledge (understanding, reading, oral and written k	knowledge) of English YES / NO
language at least at the B2 <sup>55</sup> level:	
Ability to work in the international team:	YES / NO
Computer literacy (MS Office), knowledge of the use of database	es and data search YES / NO
systems:	
Knowledge of sustainable tourism in coastal and marine protect	ted areas, underwater YES / NO
archaeology and/or historical/cultural sites, green sustainable a	nd responsible tourism
management:	
/delete/add for new experts if necessary/	
Place: /Enter place with word/	
Date: /enter date DD. MM. YYYY/ Stamp <sup>56</sup>	Responsible person of the economic operator:
	/name and surname/
	/signature/

 $<sup>^{55}</sup>$  European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2).

<sup>&</sup>lt;sup>56</sup> If the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION STAMP".







## FOR LOT 1: Expert's curriculum vitae

	<u> </u>					
I, the undersigned /enter i	the name and surname	of the expert / under	r cri	imin	al	and material liability,
confirm the accuracy and truthfor	ulness of the inform	nation below.				
•						
<b>Education</b> /Enter the completed stud	y program relevant to t	he lot/				
Completed study programme:						
Work experience /Enter each releventered text must show compliance wit			last (	one.	Сор	py the lines as needed. The
Period:						
Employment or post:						
Main tasks and competences:						
Name and address of employer:						
Language skills /enter the selected	CEFR (European Langua	age Scale) code below/	X			
English <sup>57</sup> :						
reading:						
talking:						
writing:						
understanding:						
Computer skills /Tick 'YES' or 'NO' b	elow if you meet the sp	pecified knowledge/				
MS Office Computer Literacy:			YI	ES/		NO
Knowledge of the use of databases:			YI	ES /		NO
Knowledge of the use of data search	n systems::		YI	ES /		NO
Knowledge of relevant topics / an individual statement./			"no"	" for	ead	
Knowledge and understanding of educativities on a transnational and ma		and development				∐ YES / ∐ NO
Knowledge of the project cycle and	approach of the logic	cal framework:				YES / NO
At least 5 years of work experi	ence in the prepar	ation, cooperation o	or			YES / NO
management of projects (funded t	rom the European I	nvestment Funds (ES	SI)			
and/or the Instrument for Pre-	•	•	1			
instruments/programmes of pre-a-						
work experience relevant to each p	roject idea/lot for wh	nich the tenderer bids	::			
Ability to work in the international	team:					YES / NO

 $<sup>^{57}</sup>$  European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2).







Knowledge of renewable energy sources, their efficient and useful use in	YES / NO
hotels and buildings relevant from the cultural and architectural heritage	
perspective:	
Knowledge of alternative energy sources, responsible and sustainable patterns	YES / NO
of production and use of environmentally friendly practices and energy	
efficiency in accordance with international standards:	
General knowledge on sustainable development, ETIS (European Tourism	☐ YES / ☐ NO
Indicators System) indicators and environmental indicators:	
Place:	
Date:	
butc.	
Evnovt	/a come a come d'accome acces a /
Expert:	/name and surname/
Expert:	/name and surname/
Expert:	/name and surname/
Expert:	
Expert:	/name and surname/
Expert:	







FO	R LOT 2 Experts	's curriculum vita	ie			
I, the undersigned /enter	the name and surname	e of the expert / under	crimina	ll and material liability,		
confirm the accuracy and truthfo	ulness of the inforn	nation below.				
<b>Education</b> /Enter the completed stud	y program relevant to t	he lot/				
Completed study programme:						
Work experience /Enter each releventered text must show compliance with			ast one. C	opy the lines as needed. The		
Period:						
Employment or post:						
Main tasks and competences:						
Name and address of employer:						
Language skills /enter the selected	CEFR (European Langue	age Scale) code below/				
English <sup>58</sup> :						
reading:						
talking:						
writing:						
understanding:						
Computer skills /Tick 'YES' or 'NO' b	elow if you meet the sp	pecified knowledge/				
MS Office Computer Literacy:			] YES / [	NO		
Knowledge of the use of databases			YES /	NO		
Knowledge of the use of data searc	h systems::		YES /	NO		
Knowledge of relevant topics /areas and competences / Mark "yes" or "no" for each item below, if you fulfill an individual statement./						
Knowledge and understanding of economic cooperation and development YES / NO						
activities on a transnational and macro-regional level:						
Knowledge of the project cycle and approach of the logical framework:  YES / NO						
At least 5 years of work experience in the preparation, cooperation or YES / NO						
management of projects (funded	rom the European I	nvestment Funds (ES	1)			
and/or the Instrument for Pre-Accession Assistance (IPA) and/or other						
instruments/programmes of pre-a	ccession assistance)	or at least 5 years of	of			
work experience relevant to each project idea/lot for which the tenderer bids:						
Ability to work in the international team:						

 $<sup>^{58}</sup>$  European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2).







Knowledge of the marine environment and marine technologies, knowledge of	YES / NO
and threats to marine and coastal biodiversity:	
Marine knowledge with a focus on maritime spatial planning (including	YES / NO
integration with the coast through integrated coastal management) and	
marine protected areas:	
Place:	
Date:	
Expert:	/name and surname/
	/signature/
Y BIA.	







# FOR LOT 3 Expert's curriculum vitae

I, the undersigned /enter the name and surname of the expert / under criminal and material liability, confirm the accuracy and truthfulness of the information below.  Education /Enter the completed study program relevant to the lot/						
Completed study programme:						
Work experience /Enter each relevant work experience separately. Start with the last one. Copy the lines as needed. The entered text must show compliance with the condition – at least/						
Period:						
Employment or post:						
Main tasks and competences:						
Name and address of employer:						
	Language skills /enter the selected CEFR (European Language Scale) code below/					
English <sup>59</sup> :						
reading:						
talking:						
writing:						
understanding:						
Computer skills /Tick 'YES' or 'NO' b	pelow if you meet the sp	pecified knowledge/				
MS Office Computer Literacy:			] YES /	NO		
Knowledge of the use of databases:			YES /	NO		
Knowledge of the use of data searc	h systems::		] YES /	NO		
Knowledge of relevant topics /areas and competences / Mark "yes" or "no" for each item below, if you fulfill an individual statement./						
Knowledge and understanding of e		and development		YES / NO		
activities on a transnational and macro-regional level:						
Knowledge of the project cycle and approach of the logical framework:						
At least 5 years of work experience in the preparation, cooperation or YES / N				☐ YES / ☐ NO		
management of projects (funded	from the European	nvestment Funds (ES	1)			
and/or the Instrument for Pre-	Accession Assistanc	e (IPA) and/or othe	r			
instruments/programmes of pre-a	ccession assistance)	or at least 5 years of	of			
work experience relevant to each p	roject idea/lot for wl	nich the tenderer bids	:			
Ability to work in the international	team:			YES / NO		

<sup>&</sup>lt;sup>59</sup> European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2).







Knowledge of the marine environment and marine technologies:	☐ YES / ☐ NO
Knowledge of maritime themes, blue growth and blue economy in the Adria	atic YES / NO
and Ionian region:	
Knowledge of how maritime clusters work and how to integrate the needs of	of YES / NO
different stakeholders into the maritime and marine clusters:	
Place:	
Date:	
Ехре	rt: /name and surname/
	/signature/







# FOR LOT 4 Expert's curriculum vitae

I, the undersigned /enter the name and surname of the expert / under criminal and material liability, confirm the accuracy and truthfulness of the information below.						
Education /Enter the completed stud	y program relevant to t	ne iot/				
Completed study programme:						
<b>Work experience</b> /Enter each relevant work experience separately. Start with the last one. Copy the lines as needed. The entered text must show compliance with the condition – at least/						
Period:						
Employment or post:						
Main tasks and competences:						
Name and address of employer:						
Language skills /enter the selected	CEFR (European Langue	age Scale) code below/				
English <sup>60</sup> :						
reading:						
talking: writing:						
understanding:						
5.1.5.5.1.5.1.5.1.5.1.5.1.5.1.5.1.5.1.5						
Computer skills /Tick 'YES' or 'NO' E	pelow if you meet the sp	pecified knowledge/				
MS Office Computer Literacy:				YES /		] NO
Knowledge of the use of databases				YES /		] NO
Knowledge of the use of data searc	h systems::			YES /		] NO
Knowledge of relevant topics /areas and competences / Mark "yes" or "no" for each item below, if you fulfill an individual statement./  Knowledge and understanding of economic cooperation and development YES / NO						
activities on a transnational and macro-regional level:						
Knowledge of the project cycle and approach of the logical framework:  At least 5 years of work experience in the preparation, cooperation or  YES / NO						
	• •	•				☐ YES / ☐ NO
management of projects (funded	•	•				
and/or the Instrument for Pre-						
instruments/programmes of pre-a	ccession assistance)	or at least 5 years of	of			
work experience relevant to each p	roject idea/lot for wh	nich the tenderer bids	S:			
Ability to work in the international	team:					YES / NO

 $<sup>^{60}</sup>$  European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2).







Experience in cycling infrastructure planning:	☐ YES / ☐ NO
Experience in designing cultural and tourist products on cycling routes:	YES / NO
Experience on the main requirements (e.g. safety, technical requirements)	YES / NO
related to cycling route planning in a transnational context, including	
experience in designing cycling itineraries by integrating elements of	
sustainable tourism, knowledge of tourist needs in EUSAIR countries (e.g.	
seasonality):	
Place:	
Date:	
Expert:	/name and surname/
	/signature/







# FOR LOT 5 Expert's curriculum vitae

I, the undersigned /enter the name and surname of the expert / under criminal and material liability, confirm the accuracy and truthfulness of the information below.  Education /Enter the completed study program relevant to the lot/						
Completed study programme:						
Completed study programme.						
<b>Work experience</b> /Enter each relevant work experience separately. Start with the last one. Copy the lines as needed. The entered text must show compliance with the condition – at least/						
Period:						
Employment or post:						
Main tasks and competences:			7			
Name and address of employer:			1		<b>\</b>	
Language skills /enter the selected  English 61:	Language skills /enter the selected CEFR (European Language Scale) code below/					
reading:						
talking:						
writing:						
understanding:						
Computer skills /Tick 'YES' or 'NO' below if you meet the specified knowledge/						
MS Office Computer Literacy:				YES /		NO
Knowledge of the use of databases				YES /		NO
Knowledge of the use of data searc	h systems::			YES /		NO
Knowledge of relevant topics /areas and competences / Mark "yes" or "no" for each item below, if you fulfill an individual statement./						
Knowledge and understanding of economic cooperation and development  YES / NO activities on a transnational and macro-regional level:						
Knowledge of the project cycle and approach of the logical framework:						
At least 5 years of work experience in the preparation, cooperation or YES / NO					YES / NO	
management of projects (funded	from the European Ir	nvestment Funds (Es	SI)			
and/or the Instrument for Pre-	Accession Assistance	(IPA) and/or oth	er			
instruments/programmes of pre-a	ccession assistance)	or at least 5 years	of	:		
work experience relevant to each p	roject idea/lot for wh	ich the tenderer bids	s:			
Ability to work in the international	team:					YES / NO

 $<sup>^{61}</sup>$  European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2).







Knowledge of underwater technologies (such as ROVs (Remote Operated	YES / NO
Vehicle) <sup>62</sup> , AUVs (Autonomous Underwater Vehicle) <sup>63</sup> , underwater scooters,	
underwater communications systems, radar, etc.):	
Dry diving techniques:	YES / NO
Knowledge of the digital display of underwater 3D images and data storage in	☐ YES / ☐ NO
the cloud:	
Place:	
Date:	
Expert:	/name and surname/
LAPELO	yname and samamey
	<u> </u>
	/signature/

 $<sup>^{62}</sup>$  An ROV is an unoccupied vehicle connected to a ship by a group of cables, which allows a human to command it from above the surface.

 $<sup>^{\</sup>rm 63}$  AUVs are autonomous underwater vehicles that can act on their own.







FO	R LOT 6 Expert's	s curriculum vita	te				
I, the undersigned /enter	I, the undersigned /enter the name and surname of the expert / under criminal and material liability,						
confirm the accuracy and truthf	ulness of the inforr	nation below.					
Education /Enter the completed stud	ly program relevant to t	the lot/					
Completed study programme:							
Work experience /Enter each releventered text must show compliance with			ast or	ne. Co	py the lines as needed. The		
Period:							
Employment or post:							
Main tasks and competences:		· ·					
Name and address of employer:							
Language skills /enter the selected	CEFR (European Langu	age Scale) code below/	8				
English <sup>64</sup> :							
reading:							
talking:							
writing:							
understanding:							
Computer skills /Tick 'YES' or 'NO' below if you meet the specified knowledge/							
MS Office Computer Literacy:			YES	5/[	] NO		
Knowledge of the use of databases			YES	5 / <u>C</u>	NO		
Knowledge of the use of data searc	h systems::		YES	5 / <u> </u>	] NO		
Knowledge of relevant topics /areas and competences / Mark "yes" or "no" for each item below, if you fulfill an individual statement./							
Knowledge and understanding of economic cooperation and development QYES / NO activities on a transnational and macro-regional level:							
Knowledge of the project cycle and approach of the logical framework:							
At least 5 years of work experience in the preparation, cooperation or YES / NO							
management of projects (funded	from the European	Investment Funds (ES	1)				
and/or the Instrument for Pre-	Accession Assistanc	e (IPA) and/or othe	er				
instruments/programmes of pre-a							
work experience relevant to each project idea/lot for which the tenderer bids:							
Ability to work in the international					YES / NO		
Ability to work in the international team.							

 $<sup>^{64}</sup>$  European language scale CEFR (6 language levels – A1, A2, B1, B2, C1 and C2).







Knowledge of sustainable tourism in coastal and marine protected an underwater archaeology and/or historical/cultural sites, green sustain responsible tourism management:		☐ YES / ☐ NO
Place:		
Date:		
	Expert:	/name and surname/
		/signature/



LOT No.





# Expert's declaration<sup>65</sup>

LOT	T No. / enter lot number /	
I, the	ne undersigned /name and surna	me/, declare under criminal and material liability that:
-	I meet all the conditions for partic	cipation, as stated in the tender documents;
-	of experts for the development	e implementation of the public procurement of the "Selection of interpillar project ideas within the framework of the Adriatic and Ionian Macroregion – Facility Point Plus" in all iments.
Place	ce:	
Date:	te:	
		/tenderer's expert signature/
Place	ce:	
Date:	te: Stamp <sup>66</sup>	
		Name and surname of tenderer's responsible person:

<sup>&</sup>lt;sup>65</sup> **Note:** <u>The tenderer must attach this form to the tender FOR EVERY expert listed on the form for the lot for</u> which he submits the bid "FOR LOT \_\_ Presentation of the expert / experts".

 $<sup>^{66}</sup>$  If the economic operator does not operate with a stamp, it shall be stated "WE DO NOT USE A CERTIFICATION" STAMP".

# **Model contract**

Contracting authority:	Contractor:
REPUBLIC OF SLOVENIA,	[company /contractor name],
Government Office for Development and	[address/head office of contractor]
European Cohesion Policy	
Kotnikova 5	
SI-1000 Ljubljana,	
represented by Zvonko Černač, Minister	[name and surname of representative], Director
registration number: 2482550000	registration number:
VAT ID: 18640494	VAT ID:
transaction account: 011006300109972	transaction account: at Bank:

have agreed as follows:

**CONTRACT No.** /completed by contracting authority/

for Expert assistance for the development of crosspillar project ideas within the framework of the European Union Strategy for the Adriatic and Ionian Macroregion

## I. INTRODUCTORY PROVISIONS

#### Article 1

As a preliminary point, the Contracting Parties note that:

- The contracting authority has carried out a procurement procedure for the selection of experts for the development of crosspillar project ideas within the framework of the European Union strategy for the Adriatic and Ionian macro-region;
- The contract has been carried out as a result of an open procurement procedure in accordance with Article 39 of ZJN-3;
- The contract notice was published on the Public Procurement Portal of the Official Journal of the Republic of Slovenia on , under the number and in the Official Journal of the European Union, on , under a number ;
- The contractor has been selected as the most advantageous tender for Lot No.
   basis of the Procurement Decision number , dated ;
- That contract is concluded with a view to clarifying the rights and obligations of the parties to the performance of the subject-matter of the contract.

#### Article 2

The parties shall agree that the contract shall be concluded on the basis of the following rules and documents:

- The budget of the Republic of Slovenia for the year 2020 (Official Gazette of the Republic of Slovenia, Nos. 75/19 and 133/20, with further amendments and additions);
- The Budget Implementation Act of the Republic of Slovenia for the years 2020 and 2021 (Ur.

- I. RS, Nos. 75/19, 61/20 ZDLGPE, 133/20 and 174/20 ZIPRS2122, with further amendments);
- The Public Finance Act (Ur. I. RS, Nos. 11/11 Official Consolidated Text, 14/13 -pr., 101/13, 55/15 ZFisP, 96/15 ZIPRS1617 and 13/18, with further amendments and additions);
- The Public Procurement Act (Ur. I. RS, Nos. 91/15 and 14/18, with further amendments and additions; hereinafter referred to as: ZJN-3);
- The Law on Legal Protection in Public Procurement Procedures (Ur. I. RS, Nos. 43/11, 60/11 ZTP-D, 63/13, 90/14 ZDU-1I, 60/17 and 72/19, with all subsequent amendments; Hereinafter referred to as: ZPVPJN-C);
- The Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 Official Consolidated Text, 64/16 p. US and 20/18 OROZ631, with all subsequent amendments and additions; Hereinafter referred to as: OZ);
- The General Administrative Procedure Act (Ur. I. RS, Nos. 24/06 Official Consolidated Text, 105/06 – ZUS-1, 126/07, 65/08, 8/10, 82/13 and 175/20 – ZIUOPDVE, with all further amendments and additions); Hereinafter referred to as: ZUP)
- The Civil Procedure Act (Ur. I. RS, No. 73/07 Official Consolidated Text, 45/08 ZArbit, 45/08, 111/08 odl. U.S., 57/09 cf. U.S., 12/10 cf. U.S., 50/10 cf. U.S., 107/10 cf. U.S., 75/12 cf. U.S., 40/13 cf. U.S., 92/13 cf. U.S., 10/14 cf. U.S., 48/15 cf. U.S., 6/17 cf. US, 10/17, 16/19 UNP-1 and 70/19 cf. U.S., with all subsequent amendments and additions; Hereinafter referred to as: ZPP);
- Rules on the Implementation of Procurement Procedures in the Government Office for Development and European Cohesion Policy, No. 430-1/2019-1 of 31. 5. 2019, with further amendments and additions;
- Facility Point Plus project contract CCI N° 2015CE160AT068 of 15. 12. 2016 and Annex 1 CCI 2018CE160AT117 of 26. 12. 2019.

## II. SUBJECT-MATTER AND METHOD OF EXECUTION OF THE CONTRACT

# Article 3

The subject of the contract is the selection of experts for the development of interpillar project ideas within the framework of the European Union Strategy for the Adriatic and Ionian Macroregion – Facility Point Plus for a period of 5 months from the signing of the contract.

The subject-matter of the contract shall be specified in more detail in the technical specifications and tenders of the contractor dated which form an integral part of this contract and shall be carried out in the manner specified in this contract.

The contract shall be concluded for /in t

/in the contract only the lot for which the contract is concluded/:

- Lot 1: The STETAI project; TSG 2 ('Energy Network Subgroup') and TSG 4;
- Lot 2: The project 'Using high quality research to strengthen Dialogue and institutional Capacities for effective implementation of Marine Spatial Planning'(hereinafter MSP)
   /Integrated Coastal Zone Management (hereinafter ICZM)'; TSG 1 and TSG 3;
- Lot 3: The WAI-TP project; TSG 1 and TSG 2 (Transport subgroup);
- Lot 4: The ADRIONCYCLETOUR project; TSG 2 (Transport subgroup) and TSG 4;
- Lot 5: The BLUECULTURE project; TSG 1 and TSG 4;
- Lot 6: The ADRIONet project; TSG 3 and TSG 4.

The main outcome of the procurement is to develop a macro-regional inter-pillar project/funding project. In addition, the contractor must also draw up a project implementation plan and, where appropriate, capacity-building activities.

The subject-matter of the contract is divided into four stages, namely:

- The first stage with the submission of a inception report;
- The second phase for the further development of cross-pillar project ideas with:
  - on the organisation of meetings of/workshops or interviews with potential partners and other stakeholders;
  - o on the development of project concepts/project financing;
  - o about organising meetings with members of TSG @-@jev with a view to better further development of project ideas;
- The third phase with the preparation of project implementation plans;
- The fourth phase with approval of the final report.

The purpose of the procurement is to further develop six macro-regional inter-pillar project ideas and upgrade them into project concepts for funding with a view to accelerating the implementation of the strategy. In addition, project concepts/projects to finance should follow the priorities pursued by each strategic pillar.

Objectives of the services to be provided by the provider:

- Further development of macro-regional inter-pillar project ideas into project concepts/projects suitable for funding,
- In the further development of macro-regional interpillar project ideas, involve stakeholders from as many states signatories of the strategy as possible, which have already been identified in selected project ideas. Stakeholders can be identified and agreed in the process of further developing macro-regional crosspillar project ideas.
- Take into account the transnational and macro-regional aspects: Transfer of direct effects or results to other areas within EUSAIR (and beyond) as well as balance between the Facility Point Plus countries.

#### The contractor must:

- In cooperation with the relevant TSGs, develop project ideas into project-based concepts/projects ready for funding,
- The result should include a justification of the EUSAIR linkage, a detailed analysis of the project's logical framework, the way in which the project's quality control is ensured, including how to report, communicate and teamwork with a view to ensuring effective coordination between project partners, a clear definition of the necessary activities, financial structure, human resources required, short-term and long-term objectives, measurable indicators, direct impacts and results, envisaged partnership, risk management plan, dissemination plan, exploitation and sustainability of project results, as well as other conditions that could affect the success of the project,
- Cooperate with other national and regional experts (if necessary).

The tasks of the contractor are also: Identification and mapping of potential stakeholders, partner search and establishment of partnerships in EUSAIR countries, identification and mapping of potential financial resources and calls for proposals (as far as possible) for the projects concerned.

Six project ideas must be upgraded/developed by the contractor, with the activities being carried out as described in the table below.

Activity	Product	Contents
Description of the project	BACKGROUND	The expert will specify the consistency with the
framework, questions and		themes/priorities of the relevant pillars.

coherence	The defined relevance of the project for the EUSAIR Area	Explain clearly why the project is necessary, with reference to the EUSAIR programme content.	
		Define the general role of stakeholders in the implementation of project activities.	
	SCOPE	Clearly define the relevance of the project (the common territorial challenges addressed by the project, as well as the project approach to address these common challenges).  Compliance of the project concept/project for	
	Project description and feasibility study (if necessary)	funding with a general objective.	
		The project/funding concept/project developed in accordance with approved project ideas, together with a justification for supporting the priority actions set out in the EUSAIR Action Plan for the Pillar concerned.	
Development of the	OBJECTIVE	A structured approach to the development of innovative ideas in a project/funding project  Data acquisition and analysis.	
strategic framework of the project and focus	Prepared summary of the project	Drawing up summaries of the challenges of the EUSAIR macro-region and the solutions envisaged by the project concept to address them.	
	Targets set in accordance with EUSAIR	The main project objectives set in conjunction with the specific objectives of EUSAIR.	
Development of a strategic project work plan and activities	METHODOLOGY  Prepared work plan and key activities	Project activity plan including a timeline. Preparation of the project implementation plan: Definition of activity, Defining links between activities, Assessment of the duration of the activity.	
		Drawing up a list of relevant experiences of each pillar, research or studies relevant to the subject of the project.	
	PROFESSIONALISM	Data collection and processing.	
		The expert(s) will use existing models, experience, studies and research essential to project development and to achieve Pillar/TSG objectives.	
	Inventory of expected direct effects	Definition of impact indicators (specific, measurable, achievable, essential and time-bound).	
Establishment of the EUSAIR Partnership Framework	APPLICATIONS	Identification of project partners.	
	Prepared Partnership Framework	Find additional partners in EUSAIR countries, with the support of the EUSAIR Facility Point platform and the project itself.	
		Mapping of stakeholders in cooperation with TSGs.	
		Establishing cooperation criteria and a description of how to achieve them – for each project concept separately.	

		Identification of participants in project activities.
		Definition of partners and their roles in project activities at the level of each country.
		Description of the EUSAIR governance support methodology for national coordination and implementation.
Networking	NETWORKING	Description of how the partnership will ensure sustainable relations with the EU institutions.
	Partnership at EU level	The aim of the activities is to connect potential
	Associate Institutions	key institutions in terms of knowledge of trends and challenges in pillar and cross-pillar specific objectives, as well as identifying potentials and steps to improve coordination between policies and actions within the Adriatic and Ionian macro- region.
		Several meetings/events/workshops are foreseen during the development of the project idea (the method will be agreed).
Defining the expected	FOCUS	
direct effects	Main results and direct effects of the project are defined	Defining expected results and direct impacts on target groups
Assessment of the	FINANCIAL PLAN	Review of the proposals of the stakeholders and
necessary resources	Prepared Description of the Financial Plan	the extent of the financial resources needed to carry out the project activities. The contractor shall make his/her expert assessment.
Identification of potential sources of funding and preparation of the full project concept/project financing	Description of the advantages and disadvantages of potential sources of funding	The project concept/project for funding is ready on application form (application form <sup>67</sup> ).

Within all the lots, in addition to the above activities, the successful tenderer is expected to fulfil the specific tasks for each lot separately, as indicated in the table below.

Lot / Project idea	Specific tasks	Method of work
Lot 1 / Project STETAI	- Carrying out a feasibility study, demonstrating the advantages of using renewable energy in buildings that are important in terms of cultural and architectural heritage and tourism;	<ul> <li>Conducting workshops,</li> <li>Developing appropriate methodology</li> </ul>
	<ul> <li>Data on all stakeholders involved in new energy practices and techniques, on modern production and consumption</li> </ul>	

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 $<sup>^{\</sup>rm 67}$  The form will be agreed in cooperation with the successful tenderer.

Lot 2 / Project »Using high quality research to strengthen Dialogue and institutional Capacities for effective implementation of MSP/ICZM«	patterns in line with modern technologies and international standards, cost-benefit analysis data in support of the green management decision (return on investment case studies); preparing a proposal for pilot measures that can be taken in all EUSAIR countries involved.  The definition of a common spatial information system on ecosystem components and human use and activities;  The proposal for pilot projects developed under the Barcelona Convention;  Preparing a proposal for pilot measures that can be taken in all EUSAIR countries involved;	A general overview;     Conducting of workshops;     Interviews with key stakeholders.
	<ul> <li>Networking to improve cooperation between NATURA 2000 marine areas and marine protected areas in line with the Marine Strategy Framework Directive.</li> </ul>	
Lot 3 / Project WAI-TP	<ul> <li>Identifying the most promising blue growth sectors where marine and maritime technologies support partnership in identifying technologies of common interest;</li> <li>Assessing which blue growth sectors improve cooperation between stakeholders and support the exchange of knowledge between public institutions, policy makers, businesses, chambers of commerce, business support organisations, universities, research institutions and technology transfer institutions;</li> </ul>	<ul> <li>A general overview;</li> <li>Interviews with key stakeholders;</li> <li>Workshops: Exchange of good practices, identification of common interests in maritime technologies, definition of the organisational and operational mechanism of the platform, definition of pilot actions.</li> </ul>
	<ul> <li>Identify, for each blue growth sector under consideration, the main obstacles to the establishment of Adriatic and Ionian support and partnership in the development of a common strategy for the establishment of a platform and cluster;</li> <li>Making proposals for concrete pilot actions that could then be adopted in EUSAIR.</li> </ul>	
Lot 4 / Project ADRIONCYCLETOUR	- Prepare the Adriatic and Ionian Cycling Route Itinerarium based on existing projects in EUSAIR countries and on the basis of the tourism potential of the regions where it will be established;	<ul> <li>A general overview;</li> <li>Interviews with key stakeholders;</li> <li>Workshops: Exchange of good practices, debate on the</li> </ul>
	<ul> <li>Identify the (common) technical characteristics of the Adriatic and Ionian Cycling Infrastructure on the basis of legislation in EUSAIR countries and assess the investment costs of the realisation of such infrastructure;</li> </ul>	potential of integrated transport and tourism along the cycling route;  - Cost-benefit analysis of the establishment of a cycling route in the Adriatic and Ionian region

	<ul> <li>Identify the functional characteristics of facilities to promote tourist attraction along the cycling route and assess the potential impacts of the cycling route, including benefits for the tourism sector in the Adriatic and Ionian region;</li> <li>Identify stakeholders to be involved in the preparation process and identify concrete pilot actions that can be taken in all EUSAIR countries involved.</li> </ul>
Lot 5 / Project BLUECULTURE	<ul> <li>Collect and analyse best practices at European and international level. In addition, the expert is responsible for providing accurate and up-to-date information relevant to the project idea;</li> <li>Provide and justify the necessary technical specifications of the proposed equipment</li> </ul>
Lot 6 / Project ADRIONet	<ul> <li>Collect and analyse best practices at European and international level. In addition, the expert is responsible for providing accurate and up-to-date information relevant to the project idea.</li> <li>A general overview;</li> <li>Workshops;</li> <li>Interviews with key stakeholders.</li> </ul>

The contractor must be aware of the content of the following documents: Communication from the European Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions on the European Union Strategy for the Adriatic and Ionian Region, No COM(2014) 357 final of 17. 6. 2014, COM(2014) (amendment SWD(2020) 57), accompanying document Action Plan to the Communication from the European Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions on the European Union Strategy for the Adriatic and Ionian Region, document No SWD(2014) 190 final of 17. 6. 2019, (amendment COM(2020) 132), Activity Grant Agreement between the European Commission and the Government Office for Development and European Cohesion Policy on the implementation of the project Additional Support Point (Agreement No 2015CE160AT068 of 15. 12. 2016 and Annex 1 of 26. 12. 2019), and a notice to the European Commission dated 14. 8. 2019 on selected macro-regional crosspillar project ideas.

In addition, the selected external contractor will have to take into account the content of:

- Six (6) macro-regional inter-pillar project ideas selected in 2019. More details are in Annex 1 "Short description of project ideas in English" and Annex 2 "Selected project ideas in English" to the tender documents:
  - Lot 1: The STETAI project; TSG 2 ('Energy Network Subgroup') and TSG 4;
  - Lot 2: The project 'Using high quality research to strengthen Dialogue and institutional Capacities for effective implementation of Marine Spatial Planning/Integrated Coastal Zone Management (hereinafter referred to as ICZM)'; TSG 1 and TSG 3;
  - Lot 3: The WAI-TP project; TSG 1 and TSG 2 (Transport subgroup);

- o Lot 4: The ADRIONCYCLETOUR project; TSG 2 (subgroup 'Transport') and TSG 4;
- Lot 5: The BLUECULTURE project; TSG 1 and TSG 4;
- Lot 6: The ADRIONet project; TSG 3 and TSG 4;
- Studies, analyses and other documents relevant to EUSAIR (e.g. EC Communications, EUSAIR reports, etc.); All relevant EU policies and strategies and any national/regional/local strategies relating to the content of the above crosspillar project ideas.

A list with a more detailed description of the individual sections can be found in Annex 1 - A brief description of the project ideas in English" of the tender documents.

A more detailed definition of the subject-matter of the contract is laid down in the tender documents and the supplier's tender number of the date which form an integral part of this contract.

#### Article 4

The contractor undertakes to carry out the contract work itself, with the project group as defined in the tender number dated .

The Contractor undertakes that no circumstances have been set for him or other persons involved in the performance of the subject of the contract that could seemingly or actually affect the ability to provide independent, impartial and professional performance of the contractual services. In the event of such circumstances, the Contractor undertakes to immediately notify the Contracting Authority.

In the event that such circumstances are identified by the contractor or by other persons involved in the execution of the subject-matter of the contract, the contracting authority may request further explanations and proposals for measures to remedy such circumstances (e.g. replacement of responsible persons on the part of the contractor or other persons involved in the execution of the subject of the contract) in the event of such circumstances being determined by the contractor or by other persons involved in the execution of the subject of the contract. In the event that the contractor does not propose measures to remedy such circumstances or are not such as to ensure the independent, impartial and professional performance of the contract services, the contracting authority may terminate the contract.

#### **Article 5**

## /this Article shall only be indicated if the tenderer is subcontracted/subcontracted/

The contractor shall provide the subcontracting services with the subcontractors indicated in the completed form of the Single European Procurement Document – hereafter referred to as the ESPD) annexed to this contract and an integral part thereof, to the extent and manner set out in this Annex.

During the implementation of this contract, the contractor shall inform the contracting authority of changes in the information referred to in paragraph of Article 94 of ZJN-3 and shall provide information on new subcontractors no later than 5 (five) days after the change. In the case of involvement of new subcontractors, in accordance with paragraph of Article 94 of ZJN-3 the contractor, together with the notice to the Client, shall provide, inter alia, information and documents:

- Contact details and legal representatives of new subcontractors;
- Completed 'ESPD' forms of each new subcontractor in accordance with Article 79 of ZJN-3;
   and

 A written request from the new subcontractor for direct payment if the new subcontractor so requests.

In relation to the contracting authority, the contractor shall be fully responsible for the execution of the subject of this contract.

If the contracting authority finds that the subject-matter of the contract is carried out by a subcontractor which has not been declared in its tender or is not agreed to by that contract or the contractor has not notified the subcontractor in the manner provided for in this Article, it shall have the right to terminate this contract. The contracting authority reserves the right to check the workers of any subcontractor at any time at the place where the services are provided. All workers are obliged to provide credible information to the contracting authority.

## /This paragraph shall only be indicated if the subcontractor will request direct payments/:

Direct payments to subcontractors under this contract are compulsory. The contractor shall authorise the contracting authority to pay directly to subcontractors on the basis of certified invoices the work they will perform under a direct contract. It is mandatory for the contractor to attach to the invoice the previously certified accounts of the subcontractor(s) who performed the work under direct contract.

or

## /This paragraph shall only be indicated if the subcontractor will not request direct payment/:

No later than 60 (sixty) days from payment of the invoice, the contractor shall send to the contracting authority its written declaration and the subcontractor's written declaration that the subcontractor has received payment for the works carried out directly related to the subject-matter of the contract.

## III. REPORTING

# Article 6

The contractor shall prepare and submit a inception report within a deadline, submit developed macro-regional inter-pillar projects and a final report. For each of these activities, a report shall be submitted on a regular basis according to the following schedule:

- After confirmation of the inception report: 30 % of the value of the contract;
- After approval of developed cross-pillar project ideas by Facility Point Plus management: A maximum of 60 % of the value of the contract including the pre-payment,
- After confirmation of the final report: The rest of the contract value.

As far as possible, the macro-regional inter-pillar project must be submitted in the application form to the appropriate call for proposals (basic reference case of a transnational call for proposals<sup>68</sup>) or the like, which clearly identifies the resources required for the activities envisaged by the partners. Where the source of possible funding has already been defined, forms of the resource concerned (e.g. Horizon,...) shall be used.

The contractor shall draw up a final report in English and shall contain:

- Introduction with a description of the subject-matter of the activity, purpose and objectives of the contract, and the methodology used;
- A core comprising an approximate 30 pages, the rest of the material may be included in the annexes;

<sup>68</sup> https://www.adrioninterreg.eu/index.php/2019/05/14/application-package\_3-call/

Key findings with reference to recommendations, sources and annexes.

The report shall be forwarded to the European Commission by the contracting authority and published on the EUSAIR intranet (https://www.adriatic-ionian.eu/intranet — limited access for key EUSAIR stakeholders). A summary of the results report is published by the contracting authority on the Internet (public).

Upon completion of all operations, the contractor must submit a final report.

The contracting authority shall review the final report within ten (10) working days of receipt and, if appropriate, confirm it in writing. In the event of deficiencies identified, give the operator a deadline of ten (10) working days to rectify the deficiencies. A take-over record shall be drawn up after the deficiencies have been rectified, which shall be annexed to the payment account.

The contractor will forward the reports with annexes and any other resulting documentation to the contracting authority.

The contractor will send the reports with annexes, minutes, invoice and any other resulting documentation to the client at the address: Government Office for Development and European Cohesion Policy, Kotnikova ulica 5, 1000 Ljubljana.

# IV. CONTRACT VALUE AND TERMS OF PAYMENT

#### Article 7

The total contract value is up to EUR with VAT (or with all the corresponding levies).

The contract value shall contain all works under the tender which forms an integral part of this contract and shall include all direct and indirect costs incurred by the contractor in connection with the performance of the obligations under this contract. The Contracting Parties expressly agree that the contractor is not entitled to any additional direct or indirect costs in connection with the execution of the subject of this contract, such as telephone, fax, mailing, copying and reproduction costs, transport costs, travel expenses, accommodation, translation, proofreading and other costs, if any.

The contractual services shall be charged at the prices set out in the tender budget No. , of the date which forms an integral part of this contract.

The price shall be fixed throughout the duration of this contract.

#### **Article 8**

The contract will be financed under budget heading number 170217 — European Territorial Cooperation-14-20-Facility Point Plus-EU, NRP 1541-17-8001.

The contract is financed and implemented through Work Package 1 – Support for macro-regional cross-pillar projects under the Additional Support Point for which the GOSP has received grants from the European Union.

No expenditure shall be double-financed from any European and/or national envelope. This means that the same services should not be reimbursed twice, nor should they be involved in several projects and/or use already authorised EU co-financing.

#### **Article 9**

The contractor shall send an invoice for the performance of the contract services and the final report, previously validated by the contracting authority, referred to in Article 6 of this contract.

The invoice shall refer to the number of this contract.

The contractor shall send the invoice to the national authority exclusively in electronic form (e-invoice) in accordance with the applicable Law on the provision of payment services to budget users /in case the contractor is an alien, the provision shall be adjusted accordingly/.

#### Article 10

Payment deadline is the 30 (thirtieth) day from receipt of the invoice correctly issued. The contracting authority must confirm or reject the invoice, in whole or in part, within fifteen (15) days of receipt.

## V. OBLIGATIONS OF THE CONTRACTOR AND THE CONTRACTING AUTHORITY

# Article 11

By concluding this contract, the contractor shall certify that it is fully aware of the scope and complexity of the contractual services.

## Article 12

In the event that the deficiencies are not rectified by the contractor within the agreed time limit, the contractual penalty provisions shall apply.

#### Article 13

The contractor shall undertake:

- To carry out all the obligations set forth in Article 3 of this contract;
- Carry out the execution of the subject of the contract in a conscientious, high-quality, professional
  and timely manner and in the most rational way within the framework of the contracting
  authority's specifications;
- Carry out the execution of the subject-matter of the contract in accordance with the rules of its profession, technical regulations, standards, norms and legislation and in accordance with the instructions of the contracting authority;
- Cooperate with the contracting authority and follow its instructions in the execution of contractual obligations and, at the his request, provide appropriate written explanations and all substantive, financial and legal documentation related to the execution of obligations under this contract:
- To correct any errors or deficiencies in the execution of the subject-matter of the contract free of charge within the agreed time limit;
- Require prior consent of the contracting authority for any change in the performance of the

contract;

- -Protect the interests of the contracting authority;
- To enable appropriate supervision by the contracting authority;
- To enable the contracting authority to monitor the work during the performance at the contractor's headquarters or at the place of execution of the subject of the contract, with prior notice and in such a way as not to impede the normal working process;
- to draw the attention of the contracting authority to any defect in his contract and to all other circumstances that would be important for the performance of the subject of the contract, and for its timely execution, otherwise he is liable for damage caused to the contracting authority;
- to surrender the subject matter of the contract within the deadline by e-mail in open format (e.g..docx,.pdf or other appropriate format);
- Any documentation produced or used in the execution of the subject of the contract shall be kept in a documentary system or systems designated by the contracting authority;
- Within eight (8) days of the change, inform the contracting authority in writing of any changes in status, such as change of seat, authorised persons and legal representatives, or other circumstances relevant to the smooth implementation of the subject of this contract;
- To seek to settle any disputes concerning the subject-matter by submitting a proposal to the contracting authority for the conclusion of an addendum to this contract.

The contractor shall appoint the expert(s)

The contractor is obliged to inform the contracting authority of any changes in human resources in the performance of this contract (with each change, the documents required and proving the competence of the staff must be submitted). Any additional personnel who would provide the services in question as well as any replacement in the offer of the notified personnel shall be considered as a change.

In the event of any change as well as replacements in the tender of the notified personnel, the appropriate supplement will be concluded with the prior consent of the contracting authority.

The contractor shall be obliged to ensure that the contractor's staff communicate with the customer in English.

Within ten calendar days of the mutual termination of this contract, the contracting authority will invite the contractor to an introductory meeting to discuss the work plan for the implementation of the service's content. Tasks are performed in an interactive way between the contractor and the management of the Facility Point Plus project. Accordingly, regular exchanges of information on progress of work will take place.

All products included in the external service must be submitted electronically. Facility Point Plus and TSGs shall provide the successful tenderer with access to all available procurement related data (a contract between the European Commission and Facility Point Plus, etc.). All documents produced as a result of this procurement shall be submitted in English. Communication with the contracting authority and members of the TSG is conducted in English. Documents, analyses and reports must be prepared at a high-quality level, both in terms of language skills and clarity and concise presentation of complex facts.

# Article 14

The contracting authority undertakes to:

- Make available to the contractor, within agreed deadlines, all available information and material necessary for the execution of the subject-matter of the contract;
- Cooperate closely with the contractor with a view to implementing the commitments entered into in the agreed content, in a timely and mutually beneficial manner;
- Inform the contractor in due time of any changes and new situations that may have an impact on the execution of the contractual obligations entered into

## **VI. PERIOD OF IMPLEMENTATION**

# Article 15

The contractor undertakes to implement its obligations under this contract within the following indicative timeframes:

Phase		Contents	Responsibility	Deadline
		Selection of external contractor and contract signature	FPP <sup>69</sup> management / contractor	February-March2021
		Meeting with the selected	FPP management /	10 calendar days after
		external contractor	contractor	signature of the contract
Phase one		Submission of the inception report	contractor	20 calendar days after the meeting was held
		Submission of any comments on the draft inception report	FPP management /TSGs	15 caledar days after receipt of the inception report
		Validation of the inception report	contractor /FPP	approximately 30 calendar days after submission of the inception report
Phase	Further	Organisation of meetings/	contractor	March – June 2021
two development of crosspillar project ideas		workshops or interviews with potential partners and other stakeholders		
		Development of project concepts/projects for funding	contractor	March – June 2021
		Organisation of meetings with TSG members to improve further development of project ideas	contractor	All the time
Phase	Project	Preparation of project	contractor	April-July 2021
three	implementation plan for a developed macro-regional crosspillar project idea	implementation plans		
Phase four		Approval of the final report	FPP management	July-August 2021

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<sup>&</sup>lt;sup>69</sup> FPP = Facility Point Plus project. TSGs = Thematic Steering Groups

The work shall begin on the date of the mutual signature of this contract for a period of 6 months from the date of the mutual signature of the contract.

#### Article 16

In the event that the contractor subsequently determines, at the time of the performance of the contractual obligations, that it will not be able to execute the contractual obligations in due time for objective reasons, it shall be obliged to inform the contracting authority without delay before the expiry of the time limit for the execution of the contractual obligations, or no later than five (5) days after these reasons arise, and to request an appropriate extension of the time limit referred to in the preceding Article of this contract.

The time limit for execution of contractual obligations may be amended provided that:

- The reasons for the change in the contractual term arise from circumstances which neither the contractor nor the contracting authority could foresee (force majeure) and the forward change in the performance of the contract does not alter the general nature of the contract (Article 95 paragraph 1(3) of ZJN-3); or
- The time limit thus amended does not constitute a substantial modification of the contract (Article 95 paragraph 1(5) of ZJN-3).

On the basis of the contractor's explanation of the reasons for the delay referred to in paragraph of this Article of the contract, the contracting authority shall decide whether the extension of the time limit for performance of the contractual obligations will be allowed and concluded by a written supplement or whether to terminate the contract.

The contractor undertakes that, in respect of him or other persons involved in the execution of the subject-matter of the contract, there are no circumstances which could seem or actually affect the ability to provide independent, impartial and professional performance of the contract services. In the event of the occurrence of such circumstances, the contractor shall immediately inform the contracting authority of these circumstances.

In the event that such circumstances are determined by the contractor or by other persons involved in the execution of the subject-matter of the contract, the contracting authority may request additional explanations and proposals for measures to remedy such circumstances (e.g. replacement of responsible persons on the part of the contractor or other persons involved in the execution of the subject of the contract). In the event that the contractor does not propose measures to remedy such circumstances or if they are not such as to ensure the independent, impartial and professional performance of the contract services, the contracting authority may terminate the contract.

## I. CONTRACTUAL PENALTY

#### Article 17

The contractual penalty shall be agreed between the parties in the event that the contractor fails to implement the contractual obligations or fails to implement them in a timely manner.

If the contractor fails to fulfil the contractual obligations, he shall be liable to pay the customer a contractual penalty of 5 % of the contract value, excluding VAT. If the contractor is late in execution of his contractual obligations, he is obliged to pay the customer a contractual penalty of 2 prom (‰) of the contract value, excluding VAT, for each day of delay, but not more than 5 % of the contract value excluding VAT.

If, on his own fault, the contractor is late in fulfilling his contractual obligations by more than 3 working days, the customer may withdraw from the contract and claim a contractual penalty of 5 % of the contract value, excluding VAT, whereby the customer is not obliged to pay the contractor either the contractually agreed price or the costs incurred by the contractor in connection with the termination of the contract.

The contracting parties shall agree that, in addition to the contractual penalty provided for in the preceding paragraphs of this Article, the contracting authority has the right to impose an independent burden on the contractor for any damage actually caused by the contractor's delay in the performance of the contractual obligations, of incomplete or incomplete performance of the services. In this case, the contracting authority shall require the contractor to pay the contractual penalty in addition to the difference to full compensation.

The contractual penalty shall be levied and paid to the contracting authority on his transaction account.

In the event of delay due to force majeure, the contractor shall be obliged to inform the contracting authority immediately that reasons of force majeure have arisen and shall continue to do so as soon as these reasons cease.

# VIII. PROTECTION OF PERSONAL DATA AND BUSINESS SECRETS

## Article 18

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter: GDPR) and the Personal Data Protection Act (Ur. I. RS, No. 94/07-official Consolidated Text; Hereinafter referred to as: ZVOP-1) the parties agree not to use any personal data contrary to the provisions of the GDPR and ZVOP-1.

The Contracting Parties note that the contracting authority pursuant to Article 9 of the ZVOP-1 is, in the context of the exercise of legal powers, tasks or obligations, also responsible for the processing of a variety of personal data of individuals, and that the provider will come into contact with such personal data when performing the services provided for in this contract.

With this contract, the national authority, as the controller of personal data, authorises the contractor of the personal data processor (in accordance with the GDPR) with which he may contact the service provider in accordance with this contract.

### Article 19

The purpose of the processing of personal data in accordance with the preceding Article is exclusively the provision of services in accordance with this contract.

As a contractual processor of personal data, the contractor will respect its obligations under the GDPR, focusing on Articles 28 and 32 and the related other provisions of that regulation and the law governing the protection of personal data.

As a contractual processor of personal data, the contractor will regularly test, assess and evaluate the effectiveness of technical and organisational measures to ensure the protection of personal data and on this basis will adapt all measures to ensure their protection.

As a contractual processor of personal data which processes personal data in accordance with the terms of this contract, the contractor undertakes to:

- Will process personal data to which it has access solely for the purpose of carrying out this
  contract and will not process or otherwise use the data for any other purpose (it will not make
  copies, etc.),
- Will maintain a record of all types of processing activities carried out on behalf of the customer as a controller under this contract, in accordance with point 2 of Article 30 of the GDPR,
- The personal data to which he has access shall not in any way be made available to a person who
  works for him as a subcontractor and who does not need it to carry out the tasks arising out of
  this contract,
- It will not physically give or transmit personal data to which it has access to any unauthorised persons, or through telecommunications and networks,
- Will irreversibly destroy personal data which may be contained in his information system after the completion of this conract,
- Will protect the hardware, system and application software used to process personal data,
- to protect the devices with which it accesses the national authority's personal data, taking into
  account the manner of their use and the associated risks (desktop or laptop) and applicable
  organizational measures (technical and organizational security) in such a way that unauthorized
  access to this device, personal data cannot be accessed (password protection of the device,
  encryption of the entire data carrier),
- Will comply with the rules on the security of the premises in which the access equipment is located, processing the national authority's personal data through organisational, physical and technical measures preventing unauthorised persons from accessing the equipment referred to in the previous indent,
- Will prevent unauthorised access also in the case of their transmission by means of telecommunications and networks,
- Will enable the national authority to monitor the implementation of the preceding indents of this
   Article, including by consulting the parts of its information system relating to or used for the
   provision of services under this contract, with a prior forecast of two (2) weeks,
- Will ensure that persons authorised to process personal data are bound by confidentiality in accordance with Article 28 point 3b of the GDPR,
- Will carry out any other necessary measures and procedures to prevent accidental or deliberate unauthorised processing, alteration or destruction of personal data which he considers, as a good master, to be carried out,

- Will, taking into account the nature of the processing, assist the contracting authority through appropriate technical and organisational measures, as far as possible, in fulfilling its obligations to respond to requests for the exercise of the rights of the data subject under Chapter III of the GDPR,
- Will take all necessary measures pursuant to Article 32 of the GDPR,
- Will assist the national authority in fulfilling its obligations under Articles 32 to 36 of the GDPR,
   taking into account the nature of the processing and the information available to the contractor.

As a contractual processor of personal data, the contractor undertakes to inform the contracting authority as the controller of personal data without undue delay and comprehensively of any detected errors or irregularities related to personal data or their processing. The obligations of the contractor as a contractual processor of personal data for which this arises from their meaning or purpose shall also apply to the period after the performance of this contract.

## Article 20

The contractor, as a contractual processor of personal data, must obtain the specific consent of the national authority before any contract with which it intends to transfer at least part of the performance of this contract and consequently with regard to the processing of personal data to another processor. In doing so, it must specify which part of the contractual obligation it intends to release to another processor of personal data and to which personal data the latter will have or may have access to.

Should the contractor, as a contractual processor of personal data, give the processing of personal data to another processor of personal data for the purpose of carrying out this contract, the contractor shall, by written contract, be bound by the same obligations as those imposed on the contractor under this contract.

In the event that other contractual processor fails to fulfil its data protection obligation, the contractor, as a contractual processor of personal data, shall continue to be fully accountable to the contracting authority as controller for the performance of the obligations of another processor.

If personal data protection breaches occur as a result of practices or omissions of the contractor's obligations as contractual processor of personal data, the contractor, as a contractual processor of personal data, must inform the contracting authority, via the contract custodian, without delay and at the latest within 48 hours of being aware of the breach.

The notification of the personal data breach shall contain at least the content referred to in point 3 of Article 33 of the GDPR.

## Article 21

The Contracting Parties undertake to protect their business secrets in accordance with the applicable regulations governing the protection of business secrets.

#### Article 22

The contractor retains moral copyright on the executed work, while the contracting authority acquires all material copyrights in accordance with the Copyright and Related Rights Act (Official Gazette of the Republic of Slovenia, No. 16/07 – ZASP-UPB3, with all further amendments) through execution of the contract.

#### IX. ANTI-CORRUPTION CLAUSE

#### Article 23

In the event that it is established that, in the performance of a contract on the basis of which this contract is signed or in the performance of this contract, someone has promised or made any undue advantage in the name or on behalf of another contracting party, the representative or intermediary of the contracting authority or other public sector body or organisation, offered or made any undue advantage in order to obtain that transaction or to enter into that transaction on more favourable terms or to waive the obligation to exercise control over the performance of the contractual obligation or for any other act or omission which has caused damage to the public sector body or agency or to the benefit of the party's representative, or the non-contracting agent of that body, another contract, an unauthorised contract or other act or omission which has caused damage to a public sector body or entity, or a non-executive advantage to a public-sector body or entity.

In the event that it is established that there is a ban on the contractor under Article 35 of the Act on Integrity and Prevention of Corruption (Ur. I. RS, No. 69/11 – official consolidated text and 158/20, with further amendments and additions), or mutatis mutandis the same provision of the regulation replacing the aforementioned law, this contract is void.

If this contract is found to be null, each contracting party must return to the other everything it has received under the contract – the contractor must repay the funds received under this contract within 30 (three) days of the written invitation from the client plus statutory default interest from the date of transfer to the contractor's TRR until the date of the payment to the budget of the Republic of Slovenia. The party responsible for the nullity of the contract shall also be liable to the other party for damage resulting from the nullity of the contract.

In the event of a finding of the alleged existence of the facts referred to in paragraphs and of this Article or a notice to the Commission for the prevention of corruption or other bodies as to its alleged occurrence, the contracting authority shall commence the determination of the terms of invalidity of the contract referred to in the preceding paragraph of this Article or other measures in accordance with the regulations of the Republic of Slovenia.

## X. BAN ON CESIUM

### Article 24

The contracting parties are mutually agreed, and the contractor explicitly undertakes that he will neither partially nor fully resign to third parties its claims against the national authority from any address without the explicit written consent of the national authority (the ban on cesium).

#### XI. FORCE MAJEURE

## **Article 25**

Force majeure is any unexpected circumstance that arises after the conclusion of the contract and which, despite due diligence, could not be foreseen, prevented or avoided by the party, causing a delay in the performance of the contractual obligations or the impossibility of fulfilling the contract. A case of force majeure is considered to be unexpected natural events which have the character of a disaster (epidaemia, flooding, earthquakes, fires, etc.) and other events that cannot be resolved, avoided or prevented (powerful acts or omissions such as changes in legislation, the introduction of an emergency, war, riots, strikes or closures).

The taking of force majeure shall exempt the contractor and the contracting authority from the performance of the obligations arising from this contract for the duration of force majeure and shall exempt them from the obligation to pay compensation for failure to comply with their contractual obligations during the period of force majeure.

The Contracting Parties shall not be held liable for damage caused as a result of the operation of force majeure.

The Contracting Party invoking force majeure shall immediately inform the other Contracting Party in writing of the occurrence of force majeure and the termination of the force majeure, and shall proceed as soon as these reasons cease. Otherwise, he is responsible for all the damage caused by this

Cases of force majeure and their duration shall be determined by mutual agreement between the parties.

## XII. TERMINATION OF THE CONTRACT

# Article 26

The parties shall agree that the contract in question shall terminate:

- The expiry of the period for which it was concluded;
- By withdrawal from the contract;
- On the basis of termination of the contract, with a notice of 30 days.

The contracting authority may terminate this contract:

If the contractor is subject to bankruptcy, compulsory settlement or any other winding-up procedure in accordance with the Finance Act, insolvency proceedings and compulsory winding-up, if enforcement proceedings or any other act similar to the result of the debt are initiated against the contractor, which could in any way jeopardise the proper and timely execution of the contractual works;

- If the contractor had not commenced the performance of the contractually agreed works within the contractual period, nor within the subsequent time limit set by the contracting authority;
- Where the contractor fails to meet the contractually agreed quality of the work carried out and fails to establish it within a subsequent period fixed by the contracting authority;
- If the contractor terminates the works without the written consent of the contracting authority;
- Where the contractor comes to a delay in carrying out the contractually agreed works on its own fault or as a result of the occurrence of events in respect of which it has assumed the risk that it is obvious that it will not be able to complete the work within the agreed time limit;
- Where the contractor is in material breach of other terms of the contract or commits repeated breaches of the contract even where they are not of a material nature;
- On the occurrence of the circumstances referred to in Article 96 ZJN-3.

The contractor may terminate this contract:

 If the contracting authority is in material breach of the terms of the contract or commits repeated breaches of the contract even where they are not of a material nature.

Withdrawal from the contract may be enforced by the contracting party following a notice whereby the counterparty does not correct the infringement or commits the infringement again despite a reminder, in so far as it is possible to put an end to the infringement within an additional period. The notice of reasons for breaches of contractual obligations and the definition of the deadlines for their correction shall be sent to the counterparty by electronic means or in writing, as recommended by returnee. If it follows from the counterparty's behaviour that it will not comply with the contractual obligations even within an additional period, the party may withdraw from the contract without prior notice.

The contracting party shall inform the counterparty of the breaches and termination of this contract by electronic means (to the e-mail address of the trustee of the contract) or in writing, by way of return, to the address indicated by the party in the contract. In the event of withdrawal, the contract shall terminate on the date of the sending of the written withdrawal to the counterparty.

The contracting authority may terminate the contract at any time and without giving reasons, giving notice of 30 days. In the event of termination of the contract, the contract expires on the date of expiry of the period of notice, counted from the date on which the written cancellation was sent by electronic means (to the e-mail address of the trustee of the contract) or in writing, by way of receipt, to the address indicated by the customer in the contract.

The legal consequences of termination of the contract are dealt with in accordance with the provisions of the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 - Official Consolidated Text, 64/16 - odl. US and 20/18 - OROZ631).

## XIII. CONTRACT GUARDIAN

Article 27

The guardian of the contract shall ensure the proper, timely, lawful, economical and efficient execution of the subject-matter of the contract.

The guardian of the contract on the Contracting Auhority's side is name / surname / elektronic address / telephone number.

The guardian of the contract on the contractor's side is name / surname / electronic address / telephone number

A written notice to the other party shall be sufficient to modify the guardians of the contract.

## XIV. SERVICE AND COMMUNICATION BETWEEN THE PARTIES

#### Article 28

The Contracting Parties agree to communicate by ordinary mail (to the address indicated in the contract) or by e-mail (listed in the preceding article of this contract) and to consider such communication as a valid means of sending reminders and all correspondence between them.

Both Contracting Parties undertake to regularly monitor the mail received. Mail sent to the electronic address referred to in Article 27 of this contract shall be deemed to be served on the date of dispatch. The inability to serve a document at the address indicated in the contract shall not be borne on the opposite party.

# XV. SPECIFIC AND FINAL PROVISIONS

## Article 29

This contract is concluded on a divorce condition, which shall be effected in the event of the fulfilment of one of the following circumstances:

- If the contracting authority is aware that the court has found, by a final decision, a breach of the obligations of labour, environmental or social legislation by the contractor or subcontractor; or
- If the contracting authority becomes aware that the competent national authority has detected at least two infringements in relation to the contractor or subcontractor at the time of performance of the contract:
  - on remuneration for work,
  - o on working hours,
  - o rest periods,
  - on the performance of work under civil law contracts despite the existence of elements of the employment relationship or in relation to undeclared employment
  - o and for which a misdemeanour fine has been imposed on him by a final decision or by more than one final decision,

and provided that there is a period of at least six months from the acquaintance of the infringement and until the termination of the contract, or if the contractor is subcontracting, and if the contractor fails to replace or replace that subcontractor as a result of the detected infringement, in the manner determined in accordance with Article 94 of GPP-3 and the terms of this contract within 30 days of the notification of the infringement.

In the event of fulfilment of the circumstances and conditions referred to in the preceding paragraph, the contract shall be deemed to have been dissolved on the date of conclusion of the new contract for the contract in question.

If the contracting authority fails to initiate a new procurement procedure within 30 days of being aware of the infringement, the contract shall be deemed to have been unbundled on the thirtieth day of notification of the infringement.

#### Article 30

The Contracting Parties agree to apply ZJN-3 in the interpretation of individual provisions of the contract and to other relationships and questions not regulated between the parties under this contract, but in so far as this act is not regulated, they agree to apply the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 – Official Consolidated Text, 64/16 – odl. US and 20/18 – OROZ631).

#### Article 31

Amendments to this Treaty may be made by the conclusion of a written supplement to a contract concluded by the parties to the contract before the expiry of this contract.

#### Article 32

This Treaty shall enter into force on the date on which it is signed by both Contracting Parties and shall remain in force until the expiry of all the time limits specified in this contract.

Should an individual provision of this contract become invalid or be found to be void by res judicata or could not be complied with, the remaining provisions and the contract shall not cease to apply if they can remain without an invalid provision. In that case, the parties will agree, in accordance with the principles of conscientiousness and fairness, by the addition of this contract, to a new provision which will be as close as possible to the invalid provision in effect.

#### Article 33

Any documentary material in physical or electronic form produced in the course of the work of the contractor for the contracting authority under this contract shall become the property of the contracting authority.

# Article 34

The Contracting Parties agree to settle unresolved questions and any disputes by mutual agreement. If no amicable settlement is possible, the court in Ljubljana shall have jurisdiction to settle disputes.

# Article 35

The contract shareceives	all be concluded in copies and the contracto	ed in identical copies from which the contracting authority e contractor copy.	
/place/,	/date/	/place/, /date/	
		Spis št. 4301-14/2020/	
Contractor:		Contracting authority:	
		REPUBLIC OF SLOVENIA, Government Office for Development and European Cohesion Policy	
		Zvonko Černač, Minister	
Annexes:		GIV.	