

Procurement documentation for an open tender procedure in accordance with Article 40 of the Public Procurement Act (Uradni list RS, No 91/15, Official Journal of the European Union, Nos 307/15, 307/15, 337/17, 337/17, Uradni list RS, Nos 14/18, 69/19 [Constitutional Court ruling], Official Journal of the European Union, Nos 279/19, 279/19, Uradni list RS, No 49/20 [ZIUZEOP], 80/20 [ZIUOOPE], 152/20 [ZZUOOP], 175/20 [ZIUOPDVE], 15/21 [ZDUOP], 112/21 [ZNUPZ], hereinafter referred to as "ZJN-3")

**SUBJECT OF THE PUBLIC CONTRACT:
SECURITY OPERATIONS CENTRE
(SOC) SERVICES AND THE PURCHASE OF SOFTWARE
FOR THE SOC**

Reference no: JN 154/2021

Contracting Authority:

**SID – Slovenska izvozna in razvojna banka, d.d., Ljubljana,
Ulica Josipine Turnograjske 6, 1000 Ljubljana**

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INSTRUCTIONS FOR TENDERERS

1 Invitation, subject and information on the public contract

Pursuant to Article 40 of the Public Procurement Act (Uradni list RS, No 91/15 "ZJN-3"), SID – Slovenska izvozna in razvojna banka, d.d., Ljubljana, Josipine Turnograjske 6, 1000 Ljubljana ("Contracting Authority" or "SID Bank"), invites interested tenderers to submit a written tender in accordance with this documentation.

The public contract concerns Security Operations Centre (SOC) services and the purchase of software for the centre for a period of four years. The public contract covers Security Operations Centre (SOC) services, education and training services, the purchase of SIEM software and associated services at the bank's location, the purchase of SIEM software and associated cloud-based services, and the purchase of Endpoint Detection and Response (EDR) software. The subject of the contract is defined in greater detail in the *Specifications* form (Annex 17.5), which contains the Contracting Authority's substantive, technical and functional requirements. The tendered services and equipment should be in full compliance with the requirements set out in the documentation.

The public contract is indivisible and shall not be divided into lots. Variant tenders are not permitted.

2 Submission of tenders, deadline for the submission of tenders and the opening of tenders

Tenderers shall submit their tenders to the e-JN information system at <https://ejn.gov.si/eJN2>, in accordance with Section 3 of the Instructions for using the e-JN system for use of the functionalities of electronic submission of tenders in the e-JN system: TENDERERS (the "Instructions for the Use of e-JN"), which form an integral part of this procurement documentation and are published online at <https://ejn.gov.si/eJN2>.

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

The user of a tenderer authorised to submit tenders in the e-JN information system shall submit the tender by clicking on the "Submit" button. Upon submission of a tender, the e-JN information system logs the user's identity and the time of submission of the tender. By submitting a tender, the user demonstrates and declares their intention to submit a binding tender on behalf of the tenderer (Article 18 of the Code of Obligations).¹ Upon submission of a tender, that tender is binding for the time stated in the tender, unless the tenderer's user withdraws or amends the tender before the deadline for submission.

A tender is deemed to have been submitted on time if the Contracting Authority receives it via the e-JN system (<https://ejn.gov.si/eJN2>) by no later than 10 am on 5 November 2021 (deadline for the submission of tenders). A tender is deemed to have been submitted if it is designated as "ODDANO" (SUBMITTED) in the e-JN information system.

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

¹ Code of Obligations (Uradni list RS, Nos 97/07 [official consolidated text], 64/16 [Constitutional Court ruling] and 20/18 [OROZ631]).

available to the Contracting Authority in the system. Once the deadline for submission passes, tenders may no longer be withdrawn, revised or supplemented.

Tenders submitted electronically via the e-JN information system shall be binding on the tenderer vis-à-vis the Contracting Authority. Consequently, electronically submitted and signed documents shall be binding on the tenderer vis-à-vis the Contracting Authority for the entire duration of the public contract award procedure and until the signing of the contract.

Tenders may not be submitted after the deadline for the submission of tenders has passed.

Access to the link for the submission of an electronic tender in this public procurement procedure is provided via the following link: https://www.enarocanje.si/Obrazci/?id_obrazec=417940.

The opening of tenders shall take place automatically within the e-JN information system at noon on 5 November 2021 at <https://ejn.gov.si/eJN2>.

The opening process shall take place in such a way that the e-JN information system displays the tenderer's details automatically at the time set for the public opening of tenders, and enables access to the PDF document that the tenderer uploads to the e-JN system under the "Pro-forma invoice" section.

3 Access to and clarifications of the procurement documentation and contract award decision

The procurement documentation is available free of charge on the public procurement portal (www.enarocanje.si) and on the SID Bank website (www.sid.si/javna-narocila). Tenderers should note that the ESPD is available only in electronic form and should be imported in XML format and completed in Slovenian at <http://www.enarocanje.si/ESPD/> and in English at <https://uea.publicprocurement.be/filter?lang=en>

On the website on which the documentation relating to the public contract is published (<https://www.sid.si/Javna-narocila>), the Contracting Authority has also published, for information purposes, an English translation of the documentation. In the event of a discrepancy between the original Slovenian text and the English translation, the original Slovenian text shall prevail.

A completed ESPD shall be enclosed with the tender.

Annex 17.5.1 ("Specifications_closed part", hereinafter: "closed part of the documentation") contains the Contracting Authority's detailed specifications regarding the Security Operations Centre (SOC). They will be available to potential tenderers in electronic form in Slovenian and English up to eight (8) days prior to the deadline specified as the final deadline for the receipt of tenders. The tenderer shall send the signed (scanned) *Declaration of collection of the closed part of the procurement documentation (Annex 17.11)* to the Contracting Authority's email address (jn@sid.si) no later than ten (10) days prior to the final deadline for the receipt of tenders. The Contracting Authority shall send the Non-Disclosure Agreement (NDA), to be drawn up by the Contracting Authority, to the tenderer for its signature. The NDA shall be sent to the email address stated by the tenderer on the Declaration of collection of the closed part of the procurement documentation form (*Annex 17.11*). After receiving a signed NDA from the potential tenderer's statutory representative, the Contracting Authority shall send the potential tenderer access to the means of transferring content, which will be uploaded to the online content sharing platform and additionally protected by means of an encrypted ZIP file requiring a password. The Contracting Authority shall reject as inadmissible any tender in which an economic operator that has collected the closed part of the documentation after signing the NDA will not take part.

Tenderers may request additional clarifications regarding the documentation in English or Slovenian via the public procurement portal no later than by noon on 27 October 2021. The Contracting Authority shall reply to enquiries, without mentioning the source, via the public procurement portal by no later than 5 pm on 29 October 2021. Tenderers may only request additional clarifications regarding the closed part of the documentation in English or Slovenian by sending a written request to jn@sid.si. The Contracting Authority shall reply to enquiries made this way using the email address of the sender, and

shall reply to other interested tenderers who receive the closed part of the documentation at the email addresses specified in their Declaration of collection of the closed part of the procurement documentation (*Annex 17.11*). The above deadlines shall also apply to enquiries and replies relating to the closed part of the procurement documentation. The Contracting Authority assumes no obligation to reply to enquiries not made in the manner and by the deadline specified above. In the event of a difference between the reply in Slovenian and the English translation, the original Slovenian text shall prevail.

The Contracting Authority reserves the right to partly amend or supplement this documentation and, if necessary, extend the deadline for the submission of tenders. Amendments or supplements to the documentation and clarifications in the form of replies to enquiries shall form an integral part of the documentation. Tenderers shall be solely responsible for checking the public procurement portal, which is where the Contracting Authority publishes all information relating to the public contract, and the email addresses specified in the Declaration of collection of the closed part of the procurement documentation form (*Annex 17.11*).

The Contracting Authority shall award the public contract to the tenderer that submits the most economically advantageous admissible tender in accordance with the provisions of the documentation.

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

The Contracting Authority shall publish the contract award decision on the public procurement portal. The decision shall be deemed to have been delivered on the day of its publication on the public procurement portal.

4 Form, language and costs of drafting of a tender

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

1. a completed "Tender" form;
2. a completed ESPD for all economic operators in the tender;
3. a completed "Subcontractor's request for direct payment" form (if the tenderer will be performing the contract with subcontractors and the subcontractors request direct payment);
4. a completed "Pro-forma invoice" form;
5. a description of the service drawn up by the tenderer, which shall be compliant with the *Specifications* form (Annex 17.5);
6. supporting documents (and completed forms) relating to compliance with the requirements laid down in Section 14.2 ("Requirements for participation") of this procurement documentation;
7. a "Sample agreement" form;
8. a scan of the tender guarantee;
9. a completed "Questionnaire to assess reputation and compliance risk" form;
10. an "Exit plan" form.

The tenderer shall enclose with the tender the documents referred to in this section, as well as all other documents required under individual sections of this public procurement documentation. All documents submitted electronically shall meet the requirements and adhere to the instructions of the procurement documentation. A form submitted electronically into the e-JN information system shall be considered to be dated and signed by the tenderer's responsible person. It is therefore binding on the tenderer vis-à-vis the Contracting Authority.

Tenderers that submit tenders in the e-JN system shall upload their own ESPD to the "ESPD – Tenderer" section and ESPDs from other participants to the "ESPD – Other participants" section. Tenderers that submit tenders in the e-JN system shall upload an electronically signed ESPD in XML form or an unsigned ESPD in XML form, whereby, in the latter case, in line with the General Terms and Conditions of Use of

the e-JN Information System, a legally binding document will be deemed to have been submitted with the same validity as a signed document.

For other participants, tenderers shall submit a signed ESPD under "ESPD – Other participants" in PDF format or in the form of an electronically signed XML file.

Tenders shall be submitted in Slovenian or English. Unless stated otherwise, foreign tenderers shall demonstrate their compliance with the requirements by means of copies of documentary evidence from official records demonstrating the required legal and factual status. If the competent authority of a foreign country does not issue such documentary evidence, or if such documentary evidence does not include all the required information, the person or economic operator shall submit a sworn statement or, if such statement is not provided for in the tenderer's country, a statement from the relevant person given before a competent judicial or administrative authority, notary-public or professional or trade organisation in that person's home country or in the country in which the economic operator is established. Documentary evidence from competent institutions and certified statements not in Slovenian or English shall be translated into Slovenian by a sworn Slovenian translator.

Tenderers may submit brochures, certificates, confirmations and other technical documentation in a foreign language. If deemed necessary by the Contracting Authority, tenderers shall have any document provided in a foreign language translated into Slovenian (by a sworn translator) at their own expense by a deadline set by the Contracting Authority.

The tender documentation shall be submitted on the forms annexed to these documents, or on forms produced by the tenderer that are identical in content. Where supporting documents are required, tenderers shall not be required to provide originals, and may submit a photocopy of any such document. The Contracting Authority may ask a tenderer to submit the original for inspection at any time during the tender review procedure. All documents submitted by tenderers shall reflect the current legally relevant situation (as on the day determined for the receipt of tenders), except where documents relating to a specific period or documents of a specific age are explicitly required. The age of documents may not exceed that stipulated by the individual provisions of this documentation. The Contracting Authority may subsequently (after the opening of tenders and at the tender review stage) request any documents demonstrating compliance with requirements or authorisations to obtain documents from public records. In that case, the Contracting Authority shall ask the tenderer to deliver all the documents required to demonstrate compliance with the relevant requirements by specified deadline. If a tenderer fails to deliver the requested authorisations or supporting documents by the deadline or fails to deliver the requested authorisations or supporting documents in accordance with the Contracting Authority's requests, the Contracting Authority shall exclude the tenderer's tender as inadmissible.

Tenderers shall enter the required details in the forms constituting an integral part of this documentation, and enclose the required supporting documents demonstrating compliance with requirements where required.

All expenses incurred in the process of drafting and submitting the tender shall be borne by the tenderer. In the event of suspension of the procedure, the exclusion of a tenders, the rejection of all tenders or withdrawal from the performance of the public contract, the Contracting Authority shall not reimburse tenderers for any expenses incurred in the drafting of the tender. In no case shall the Contracting Authority be liable for any damage incurred as a result of such expenses, irrespective of the progress of the procurement procedure and the final selection of a tenderer. Tenderers shall be aware of this fact and signal their explicit consent to the provisions in question by submitting a tender.

5 Period of validity of a tender

A tender shall be valid for at least three (3) months after the deadline for the submission of tenders, which the tenderers confirm by completing and submitting an ESPD. Tenders with a shorter period of validity shall be rejected as inadmissible.

The Contracting Authority may ask a tenderer to extend the period of validity of its tender for a specified additional period that exceeds three months. Should the tenderer fail to comply with the request, the tender shall be deemed to have been withdrawn. Tenderers shall be entitled to refuse such a request without giving rise to enforcement of the tender guarantee.

Tenderers shall enter the information on their tender in the *Tender* form (Annex 17.1), and enclose a completed and signed ESPD.

6 Trade secrets and protection of confidential data

Tenderers may designate documents or certain information as a trade secret, for example by appending "CONFIDENTIAL" or "TRADE SECRET" in the upper right-hand corner. If only certain information in a form or document is to be deemed confidential, the confidential part should be underlined in red and "CONFIDENTIAL" or "TRADE SECRET" appended on the same line in the right-hand margin. Tenderers shall also enclose with their tender a valid decision on trade secrecy. The Contracting Authority may not disclose any information submitted to it by an economic operator and designated a trade secret as stipulated by the law governing trade secrets, unless the same or another law provides otherwise. The Contracting Authority shall ensure that any information deemed to be personal or confidential data according to the laws governing the protection of personal data and the protection of confidential data is protected. Tenderers that learn of any confidential data in the course of participating in the procedure or performing contractual obligations shall protect such data in accordance with the applicable regulations.

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

Enclosures and documents that a tenderer justifiably designates as confidential or a trade secret, or that is defined as such by the Contracting Authority, and personal data shall be accessible and usable only for the purposes of this public contract (i) by the Contracting Authority's personnel involved in this public procurement procedure, (ii) by the National Review Commission for the review of public procurement procedures (hereinafter: "National Review Commission") if it handles a request for review, and (iii) at the request of a competent state authority or court.

7 Joint tenders

Joint tenders from groups of contractual partners shall be permitted. Section 14 (*Qualitative selection criteria and supporting documents*) stipulates the requirements that shall be satisfied by each partner in a joint tender and those that may be satisfied by all the partners cumulatively. There may be no grounds for the exclusion of an individual joint tenderer.

In the case of a joint tender, legal persons shall specify all the participants in the joint tender in the ESPD, and provide appropriate signed copies of the ESPD for each contractual partner. Tenderers participating in a joint tender may also designate one legal person as the legal person with which the Contracting Authority will communicate until the adoption of the public contract award decision. Otherwise, the Contracting Authority shall address all documents to the lead party.

An agreement on joint performance shall be enclosed with the tender in the case of a joint tender. An agreement on joint performance shall include:

- the appointment of the lead party in the performance of the public contract;
- the authorisation conferred on the lead party and responsible person to sign the tender and the agreement;
- a statement to the effect that all tenderers in the joint tender are familiar with the instructions to tenderers, the tender requirements and the criteria for the award of the public contract, and that they agree with them in their entirety;
- a statement to the effect that all the tenderers are familiar with the payment terms set out in this documentation;
- provisions regarding payment via the lead party;
- a statement to the effect that all the partners are jointly and severally liable to the Contracting Authority for the entire liability and for each of its parts.

The tender shall be signed by the lead party. The lead party is simultaneously the signatory of the agreement and the main point of contact with the Contracting Authority.

8 Tender with subcontractors

Pursuant to the ZJN-3, a subcontractor is an economic operator that is a legal or natural person that supplies services directly related to the subject of this public contract for the tenderer with whom the Contracting Authority has concluded an agreement under the ZJN-3. A tenderer that is performing the public contract with subcontractors shall list all the proposed subcontractors in the ESPD. The tenderer shall also enclose with the tender completed and signed ESPDs for each subcontractor with which it is to perform the contract.

If a tenderer performs a public contract with subcontractors, it shall:

- list the names and registered offices of all the subcontractors, and every part of the public contract that the tenderer intends to subcontract, in the tender;
- list the contact details and statutory representatives of the proposed subcontractors in the tender;
- enclose ESPDs completed by the proposed subcontractors in accordance with Article 79 of the ZJN-3;
- enclose a subcontractor's request for direct payment if a subcontractor is requesting direct payment (in this case, such subcontractor shall complete and sign the *Subcontractor's request for direct payment* form (Annex 17.2)).

During the performance of the public contract, the lead contractor shall notify the Contracting Authority of any changes to the information referred to in the previous paragraph, and deliver the relevant information on any new subcontractors it plans to include subsequently in the performance of the works or services no later than five (5) days after the change. When including new subcontractors, the lead contractor shall also deliver with the notification the information and documents referred to in the second, third and fourth indents of the preceding paragraph.

Direct payment to a subcontractor shall be deemed mandatory only if a subcontractor requests direct payment. The obligation of direct payment shall be binding on both the Contracting Authority and the lead contractor. Where the tenderer intends to perform the public contract with a subcontractor requiring direct payment in accordance with this article:

- the lead contractor shall authorise the Contracting Authority in the agreement to pay the subcontractor directly on the basis of an invoice or statement approved by the lead contractor;
- the subcontractor shall provide a letter of consent on the basis of which the Contracting Authority settles the subcontractor's claims against the tenderer;
- the lead contractor shall enclose the invoices or statements of each subcontractor as approved by the lead contractor with its own invoices or statements.

The tenderer shall be liable vis-à-vis the Contracting Authority for the performance of the public contract.

The deadlines for payment to the lead contractor and its subcontractors (if the latter have requested direct payment) shall be identical.

The requirements laid down in Section 14 of the documentation may not be satisfied with subcontractors, unless explicitly stated or required in relation to a specific requirement. There may be no grounds for the exclusion of a subcontractor, i.e. each subcontractor is required to meet all the criteria set out in the procurement documentation forms. Should grounds exist for a subcontractor to be excluded or if a subcontractor does not meet the relevant requirements for participation laid down in Section 14 of the documentation, the Contracting Authority shall reject the subcontractor and request that they be replaced.

Should the selected tenderer replace subcontractors after the public contract is awarded, it shall obtain the Contracting Authority's written consent prior to such replacement, in which case any new subcontractor is obliged to meet the requirements set out in the documentation, as well as the requirements satisfied by the tenderer with the replaced subcontractor. The provisions applicable to

subcontractors shall also apply to subcontractors of subcontractors of the lead contractor and to subcontractors further along in the chain of subcontractors.

For nominated subcontractors that do not require direct payment, the Contracting Authority shall request that the contractor send it the following within 60 days of payment of the final invoice or statement: its own written declaration and the written declaration of the subcontractor that the subcontractor has received payment for the work performed. Should the contractor fail to act in accordance with this provision, the Contracting Authority shall submit a proposal to the National Review Commission to initiate the misdemeanours proceedings referred to in point 2 of the first paragraph of Article 112 of the ZJN-3.

UTILISATION OF THE CAPACITIES OF OTHER OPERATORS

Should an economic operator state that it will be utilising the capacities of other operators, the Contracting Authority shall act in accordance with Article 81 of the ZJN-3. The economic operator may, where appropriate and permitted in accordance with the ZJN-3, refer to the capacities of other economic operators, irrespective of the legal nature of its relationship with them. A tenderer that wishes to utilise the capacities of other operators shall submit proof to the Contracting Authority that it has the necessary resources at its disposal to perform the contract. The Contracting Authority shall deem a written document proving the intent of the two operators (all relevant operators) to provide the necessary resources for the performance of this public service contract as appropriate proof. Should the operators whose capacities the tenderer intends to utilise fail to meet the relevant selection criteria set out in these procurement documents and/or should there be grounds for exclusion, the Contracting Authority shall require the replacement of the operator that fails to meet the criteria, if the law so allows. Should the replacement not be successful or not be permitted, the Contracting Authority shall reject the tender.

9 Supplements, corrections, amendments or clarifications of tenders

If the Contracting Authority finds that any information or documents to be delivered by an economic operator are or appear to be incomplete or erroneous, or if individual information or documents are missing, the Contracting Authority may request that the economic operator submit the missing documents or supplement, correct or clarify the relevant information or documents by an appropriate deadline. The Contracting Authority shall only request that an economic operator supplement, correct, amend or clarify its tender if the Contracting Authority is unable to verify a given fact by itself. The tender shall be supplemented or amended in writing. The submission of a missing document or the supplementation, correction or clarification of information or documents may relate solely to those elements of the tender whose existence prior to the expiry of the deadline set for the submission of an application or tender can be objectively verified. Should the economic operator fail to submit a missing document or fail to supplement, correct or clarify the relevant information or documents, the Contracting Authority shall exclude the economic operator and/or reject the tender.

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

- its prices per unit (net of VAT), the values of items (net of VAT), the total value of the tender (net of VAT), except when the total value is being changed in accordance with the seventh paragraph of Article 89 of the ZJN-3, and the tender in terms of its criteria;
- that part of the tender tied to the technical specifications of the subject of the public contract;
- the elements of the tender that have the effect or could have the effect of changing the ranking of its tender relative to other tenders received by the Contracting Authority in the public procurement procedure.

Without prejudice to the previous paragraph, only the Contracting Authority may, with the written consent of the tenderer, correct errors in calculations identified during the examination and evaluation of the tenders. Such corrections may not include changes to the quantity and price per unit net of VAT. If it is established during the examination and evaluation of tenders that a calculation error has occurred on account of an incorrectly predetermined mathematical operation by the Contracting Authority, the Contracting Authority may, with the tenderer's written consent, correct the calculation error by applying

the correct mathematical operation to calculate the value of the tender, taking prices per unit (net of VAT) and quantities offered by the tenderer into account. Without prejudice to the previous paragraph, the Contracting Authority may, with the tenderer's written consent, correct an erroneously listed VAT rate.

The Contracting Authority may, in checking whether the requirements laid down in the documentation have been met, request that the tenderer submit an additional authorisation to obtain information from official records to enable the verification of information from official records.

10 Agreement

The Contracting Authority shall conclude an agreement on the performance of the subject of the public contract with the selected tenderer that meets the requirements laid down in this documentation after the public contract award decision becomes final. The content of the agreement is set out in the Sample agreement form (Annex 17.12).

Tenderers shall enclose with their tenders a copy of the Sample agreement form (Annex 17.12) drafted by the Contracting Authority. After the contract award decision becomes final, the Contracting Authority shall send the selected tenderer an agreement to sign whose content is identical to the Sample agreement form (Annex 17.12). The Contracting Authority shall not permit the selected tenderer to alter the contractual provisions. Prior to its signature, the agreement shall be adjusted to take account of whether the tenderer has submitted a joint tender, engaged subcontractors and so on. If the selected tenderer fails to sign the agreement by the deadline specified by the Contracting Authority, the Contracting Authority may deem the tenderer to have withdrawn from the agreement. In that event, the Contracting Authority shall enforce the full tender guarantee delivered by the withdrawing tenderer, and may also require the selected tenderer to reimburse it for any additional damages it has incurred as a result of the tenderer's conduct. The Contracting Authority also reserves the right to pursue judicial means to compel the tenderer to sign the agreement if this is in the Contracting Authority's interest.

Pursuant to the sixth paragraph of Article 14 of the Integrity and Prevention of Corruption Act (Uradni list RS, No 69/11 [UPB2], hereinafter: "ZIntPK"), the selected tenderer shall, at the Contracting Authority's request and prior to signing the agreement, submit a declaration or information on the participation of natural persons and legal persons in the ownership of the candidate, including the participation of silent partners, and on the economic operators that, according to the provisions of the law governing companies, are deemed to be affiliates of the candidate. If the tenderer submits a false declaration or provides false information with regard to the aforementioned facts, the agreement shall be declared null and void.

At the Contracting Authority's request, the selected tenderer shall submit the following information in the public procurement procedure or in the course of the performance of the public contract within eight (8) days of receiving the request:

- its founders, partners, shareholders, limited partners or other owners, and details of their respective ownership shares;
- any economic operators deemed to be its affiliates under the provisions of the law governing companies;
- partners participating in the performance of the public contract, their founders, partners, shareholders, limited partners or other owners, and details of their respective ownership shares.

In the event of the withdrawal of the most advantageous tenderer from an admissible tender or the agreement, the Contracting Authority reserves the right to select the next most advantageous tenderer, on condition that its tender is admissible.

In accordance with Article 90 of the ZJN-3, the Contracting Authority reserves the right not to select any tender.

The Contracting Authority shall sign an "Exit plan" with the contractor as an annex to the agreement as per the Sample exit plan annex (Annex 17.13). The tenderer shall submit the form with the tender.

11 Criterion

The Contracting Authority shall select the most advantageous tender on the basis of the criterion of the most economically advantageous tender.

The most economically advantageous tender (MEAT) shall be the admissible tender with the highest total score based on the following criteria:

1. Price (maximum 60 points):
(lowest tender price / tender price) x 60 points.
Under this criterion, the Contracting Authority shall take as the price the "Total tender price" (no 25), "Price for total quantity in EUR net of VAT" column, entered in the Tender pro-forma invoice (Annex 17.6)
2. If the tenderer has performed at least one successful IBM QRadar migration from the local environment to the cloud, it shall receive 10 points.
3. Education/training per year: if the tenderer includes in the tender without presenting additional costs to the Contracting Authority:
 - 5 or more education/training days, it shall receive 2.5 points;
 - 10 or more education/training days, it shall receive 5 points (maximum number of points is 5).If the tenderer offers fewer than five education/training days, it shall receive no points under this criterion.
4. Consulting on optimisation of the Contracting Authority's environment in relation to information security (log management, archiving, etc.): if the tenderer includes in the tender without presenting additional costs to the Contracting Authority:
 - 10 or more consulting days, it shall receive 2.5 points;
 - 20 or more consulting days, it shall receive 5 points (maximum number of points is 5).If the tenderer offers fewer than ten consulting days, it shall receive no points under this criterion.
5. If in its tender description the tenderer offers the Contracting Authority a notification portal (providing warnings of planned changes and important SOC information on mobile devices as well) and report reviews via a portal equipped with dashboards, it shall receive 20 points. If it does not offer this facility, it shall receive no points under this criterion.

MEAT (maximum 100 points) = criterion 1 (maximum 60 points) + criterion 2 (10 points) + criterion 3 (maximum 5 points) + criterion 4 (maximum 5 points) + criterion 5 (20 points)

If two or more tenderers score the same number of points (MEAT), the Contracting Authority shall regard the most advantageous tenderer as the tenderer that receives a higher number of points under the "Price" criterion.

If the Contracting Authority is unable to select the most advantageous tenderer based on that criterion, it shall select the most advantageous tenderer by means of a public drawing of lots. The date of the drawing of lots shall be set by the Contracting Authority. The contract shall be awarded to the tenderer that is drawn first.

12 Tender price

The tender shall cover the entirety of the tendered services and take into account all the elements that affect its calculation. Tenderers shall compile their tenders using the *Tender pro-forma invoice* form (Annex 17.6), which is an annex to this documentation.

Tenderers may not alter the content of the forms. Tenderers shall specify a price in EUR for every item in the pro-forma invoice rounded to a maximum of two (2) decimal points in the *Tender pro-forma*

invoice form (Annex 17.6), and enclose the *Tender pro-forma invoice* form (Annex 17.6) with their tender. If the tenderer enters the price of zero (0) euros, it shall be deemed to be offering a specific item free of charge. If any item is already included in another item of the pro-forma invoice, the tenderer shall clearly indicate this in the pro-forma invoice (e.g. by writing "already included under item XY" in the relevant field). If the Contracting Authority identifies an obvious calculation error when reviewing and evaluating a tender, it shall act in accordance with the seventh paragraph of Article 89 of the ZJN-3. If a tenderer fails to enter a price (leaves a field empty or marks it with a slash) for a certain item in the *Tender pro-forma invoice* form (Annex 17.6), it shall be deemed to not be offering that item. In that case, the Contracting Authority shall reject the tender.

In the event of discrepancies between the data indicated under the "Total tender price" section and in the document that was submitted to the "Pro-forma invoice" section, the data in the document submitted to the "Pro-forma invoice" section shall be deemed valid.

The tender price net of VAT shall include all the elements of which it is comprised and all costs (labour costs, equipment costs, travel costs and all other costs that could arise in relation to the performance of contractual works for the entire duration of the contractual period), fees and other levies (except for VAT), and any discounts or commissions, tax burdens and tax obligations waived so that the Contracting Authority is not liable for any costs connected with the subject of the public contract.

The prices in the tender pro-forma invoice shall be fixed until the completion of the public contract, unless the agreement provides otherwise. The prices per unit shall remain the same as in the submitted tender in the event of any increase or reduction in the scope of equipment or services.

Tenderers shall upload the *Tender pro-forma invoice* (Annex 17.6) to the "Pro-forma invoice" section of the e-JN system in PDF format.

By submitting the *Specifications* form (Annex 17.5), the tenderer confirms that the tendered service meets the Contracting Authority's requirements. Tenderers shall complete the form and enclose it with the tender.

The tendered services shall be in full compliance with the requirements set out in the documentation. Should the Contracting Authority determine that a tendered service does not meet the requirements set out in the *Specifications* form (Annex 17.5) and the other requirements set out in the documentation, it shall exclude the tender from further consideration.

13 Guarantees

In order to secure the fulfilment of its obligations to the Contracting Authority, the selected tenderer shall be required to submit to the Contracting Authority the guarantees as per the models contained in the documentation, or in documents that may not differ in terms of content from the model guarantees contained in the documentation.

13.1 Tender guarantee

As security for their tender, tenderers shall enclose with their tenders a copy of a tender guarantee for the amount of EUR 10.000,00.

The tender guarantee shall be issued in accordance with the sample guarantee on the *Tender guarantee under URGD-758* form (Annex 17.3). The guarantee shall be valid for at least ten (10) days after the expiry of the required period of validity of the tender.

The Contracting Authority shall redeem the tender guarantee if the tenderer:

- withdraws or makes an inadmissible amendment to its tender after the deadline for the submission of tenders;
- refuses to conclude the agreement;
- fails to submit a performance bond within eight (8) days of concluding the agreement.

The Contracting Authority may require the tenderer to deliver the original guarantee at any time during the procedure.

The Contracting Authority shall return the tender guarantee to tenderers upon request after the agreement is concluded or, if the public procurement procedure is suspended, all tenders are rejected or the Contracting Authority withdraws from performance of the public contract, after the relevant decision becomes final.

If a tenderer fails to deliver a tender guarantee drafted in accordance with the requirements of the procurement documentation, its tender shall be excluded.

13.2 Performance bond

As a condition for validity of the agreement, the selected tenderer shall be required to deliver to the Contracting Authority, within eight (8) days of signing the agreement, a performance bond for an amount equal to 10% of the sum of the values under numbers 5, 8, 9, 11, 13 and 20 ("Price for total quantity in EUR net of VAT" column) of Annex (17. 6) with a period of validity of at least ten days after the validity of the agreement expires.

Guarantees shall be issued in accordance with the sample guarantee in the *Performance bond under URGD-758* form (Annex 17.4).

If the duration of the agreement or the warranty period, the type of service, or the quality or quantity changes in the course of performance of the agreement, the selected tenderer shall amend the value of the guarantee accordingly and/or extend its period of validity.

14 Qualitative selection criteria and supporting documents

Tenderers shall meet the requirements laid down in the ZJN-3 and the requirements laid down in this procurement documentation in order to be regarded as having capacity. Where a tenderer is participating in a joint tender or is to perform the public contract with subcontractors, the qualitative selection criteria, where stipulated in the procurement documentation, shall be met by each of the partners in the joint tender or each of the subcontractors listed by the tenderer in its tender. To determine capacity, the tenderer, individual members of a group of tenderers presenting a joint tender and nominated subcontractors shall complete, sign and submit a completed copy of the ESPD, annexed to the procurement documentation, in Slovenian or English.

In the submission of tenders, the Contracting Authority shall, in place of certificates issued by public authorities or third parties, accept the ESPD, which includes an up-to-date self-declaration as preliminary proof that the economic operator in question:

- a) is not in one of the positions set out in Article 75 of the ZJN-3 that could exclude it from taking part in a public procurement procedure;
- b) meets the relevant conditions for participation set out in Article 76 of the ZJN-3.

If an economic operator utilises the capacities of other entities under Article 81 of the ZJN-3, the ESPD information referred to in the previous paragraph shall also contain the required information in connection with the entities whose capacities are to be utilised by the economic operator.

The Contracting Authority may, at any time during the procedure, request that tenderers submit all relevant authorisations, supporting documents or parts of supporting documents relating to the statements made in the ESPD. Prior to awarding the public contract, the Contracting Authority may request certificates, declarations and other supporting documents as referred to in Article 77 of the ZJN-3 as proof of the absence of any grounds for exclusion under Article 75 of the ZJN-3 and as proof of compliance with the conditions for participation under Article 76 of the ZJN-3.

If a Member State or a third country does not issue documents and certificates, or if they do not cover all the cases referred to in the first and second paragraphs, point b) of the fourth paragraph and point b) of the sixth paragraph of Article 75 of the ZJN-3, these documents or certificates may be replaced by a sworn statement or, if this is not provided for in the Member State or third country, by a statement

from the relevant person given before a competent judicial or administrative authority, notary-public or professional or trade organisation in that person's home country or in the country in which the economic operator is established.

Information that is held in official records and for which the tenderer itself has not submitted supporting documentation may be verified by the Contracting Authority in the single information system (a database of tenderers and their tenders kept by the ministry responsible for administration), instead of in the official records, if the tenderer approves the Contracting Authority in this system.

If any grounds exist for exclusion, if a tenderer does not meet the conditions for participation, or if a tenderer's tender does not satisfy the Contracting Authority's needs and requirements as set out in the technical specifications (*Specifications* form, Annex 17.5) and the procurement documentation, the Contracting Authority shall reject such a tenderer or tender as inadmissible.

14.1 Grounds for exclusion

14.1.1 Absence of criminal record

The Contracting Authority shall exclude an economic operator from the public procurement procedure if, after performing checks pursuant to Articles 77, 79 and 80 of the ZJN-3, it determines or is otherwise apprised that a final judgment that includes elements of any of the criminal offences listed in the first paragraph of Article 75 of the ZJN-3 has been imposed on the economic operator, a member of an administrative, management or supervisory body of the economic operator, or a person empowered to represent or carry out decision-making or supervisory tasks at the economic operator.

Supporting document(s): Economic operators shall satisfy this requirement by submitting a completed ESPD in which the tenderer refers to all persons who are members of the administrative, management or supervisory body of the economic operator, including all persons who have powers of representation, decision or control therein, and enclosing a certificate from the criminal records of the Ministry of Justice (for all economic operators in the tender and all persons of the economic operators referred to in the first paragraph of this section). A certificate submitted in this way shall reflect the current status and may not be older than four months from the deadline for the submission of tenders.

The Contracting Authority reserves the right to request, after the deadline for the submission of tenders has passed, that an economic operator submit authorisation to acquire information from the criminal records (for all economic operators in the tender and for all natural persons of economic operators referred to in the first paragraph of this section) or an appropriate supporting document in accordance with the ZJN-3.

14.1.2 Settlement of mandatory tax and other non-tax financial liabilities

The Contracting Authority shall exclude an economic operator from participation in the public procurement procedure if, after performing checks pursuant to Articles 77, 79 and 80 of the ZJN-3, it determines that the economic operator has failed to settle mandatory tax or other non-tax financial liabilities under the law governing financial administration that are levied by the tax authority in accordance with the regulations of the country in which the tenderer is established, or the regulations of the Contracting Authority's country, if the value of such outstanding past-due liabilities amounts to EUR 50 or more on the day the tender or application is submitted. An economic operator shall also be deemed not to have performed the obligations referred to in the preceding sentence if it has failed to submit all its withholding tax returns for employment earnings for the last five years by the day the tender or application is submitted.

Supporting document(s): Economic operators shall satisfy this requirement by submitting a completed ESPD.

14.1.3 Non-inclusion in the list of economic operators with negative references and compliance with the conditions regarding remuneration for work

The Contracting Authority shall exclude an economic operator from participation in the public procurement procedure:

- a) if on the day the deadline for submitting tenders expires, it has been excluded from public contract award procedures due to inclusion in the list of economic operators with negative references;
- (b) if during the three years prior to the deadline for the submission of tenders or requests, any fine has been imposed on the economic operator twice or more by virtue of one or more final decisions rendered by a competent authority of Slovenia, another Member State or a third country for a misdemeanour in connection with remuneration for work, work time, rest periods, performance of work on the basis of civil law contracts despite the existence of elements of an employment relationship, or undeclared work.

Where the economic operator is in the position referred to in point b) of the above paragraph, they may, in accordance with Constitutional Court Decision No U-I-180/19-17 and with the application by analogy of the ninth paragraph of Article 75 of the ZJN-3, submit to the Contracting Authority evidence that they have taken sufficient steps, whereby they are able to demonstrate their reliability despite the existence of grounds for exclusion.

Supporting document(s): Economic operators shall satisfy this requirement by submitting a completed ESPD. If an economic operator answers YES in "Part III: Exclusion grounds, Section D: Purely national exclusion grounds", and is making use of the corrective mechanism, they should state, in the "Describe them" field, the breaches and the measures that enable them to demonstrate their reliability despite the existence of grounds for exclusion.

14.1.4 Other grounds for exclusion

The Contracting Entity will also exclude an economic operator from participation in the public procurement procedure in the following cases:

- a) if the Contracting Entity is able to demonstrate in any way a breach of the obligations laid down in the second paragraph of Article 3 of the ZJN-3;
- b) if insolvency or compulsory composition proceedings have been initiated against the economic operator under the law governing insolvency and compulsory composition proceedings, liquidation proceedings have been initiated against the economic operator under the law governing companies, the assets and operations of the economic operator are under the administration of a liquidator or the court, the business activities of the economic operator have been suspended, proceedings have been initiated against the economic operator in accordance with the regulations of another country, or a situation of equivalent legal consequences has arisen;
- c) if the Contracting Entity is able to demonstrate, using appropriate evidence, that the economic operator has committed a serious breach of professional rules by which its integrity has been compromised;
- d) if it is not possible to effectively remedy the distortion of competition resulting from the prior involvement of economic operators in preparation of the public procurement procedure in accordance with Article 65 of the ZJN-3 using other, less severe measures;
- e) if significant or constant deficiencies appeared in a previous agreement on the implementation of a public contract or previous concession agreement concluded between the economic operator and the Contracting Entity in connection with the performance of key obligations, owing to which the Contracting Entity was forced to prematurely withdraw from any previous contract or agreement, claim damages or impose other comparable sanctions.

The Contracting Entity will verify the fulfilment of requirements at the deadline set for tender submission.

Supporting document(s): Economic operators shall satisfy this requirement by submitting a completed ESPD.

Tenderers are required to satisfy all the requirements set out in Section 14.1. In the case of a joint tender, the requirements shall be satisfied by all partners. In the case of a tender using subcontractors, the requirements shall also be satisfied by each of the subcontractors. Where the capacities of other operators are used, the requirements shall also be satisfied by such other operators whose capacities are to be used by the tenderer.

Pursuant to the eighth paragraph of Article 75 of the ZJN-3, the Contracting Authority shall exclude an economic operator (a tenderer, a tenderer in a joint tender, a subcontractor or an operator whose capacities are to be used by a tenderer) from the public procurement procedure at any time during the procedure if it proves to be in one of the situations referred to in Section 14.1 based on its acts or omissions, either before or during the public procurement procedure.

14.2 Terms and conditions of participation

14.2.1 Capacity to pursue a professional activity

The economic operator shall be registered to pursue the activity that is the subject of this public contract in accordance with the rules of the country in which they are incorporated.

Supporting document(s): Economic operators shall satisfy this requirement by submitting a completed ESPD.

Economic operators shall satisfy the condition for their part of the business transaction.

14.2.2 Economic and financial standing

- a) An economic operator or its indirect/direct controlling company (one that pursues the same activity or constitutes a decision-making centre vis-à-vis the group to which the tenderer belongs) shall be required to have, on the day of issue, a credit rating of at least SB 6 or better from AJPES or an equivalent rating relative to the comparison table for credit ratings from the AJPES website or, on the day of issue of a credit rating report from Dun & Bradstreet, a credit rating of 3 or better for the most recent concluded financial year (e.g. the 2020 calendar year if the financial year is the same as the calendar year).

Supporting document(s): Economic operators shall satisfy this requirement by submitting a completed ESPD in which they provide a statement of their credit rating or that of their indirect/direct controlling company from the ratings agency that issued the credit rating. Economic operators shall satisfy this requirement by submitting a completed ESPD and a credit rating report from the ratings agency Dun & Bradstreet or an AJPES S.BON-1/P or S.BON-1 form, which may not be older than 30 days from the deadline for the receipt of tenders for this public contract. The original or a copy of credit rating report may be submitted.

Tenderers are required to satisfy this requirement.

- b) Economic operators shall have, on the day the deadline for the submission of tenders expires, a signed and valid insurance policy for general and professional liability for an amount equal to at least EUR 1 million a year (insurance sum). Economic operators shall be required to renew the insurance on a regular basis in the course of the performance of the agreement.

Supporting document(s): Economic operators shall satisfy this requirement by submitting a completed ESPD and a copy of the insurance policy.

Tenderers are required to satisfy this requirement. In the case of a joint tender, this requirement may be satisfied by all partners cumulatively.

14.2.3 Professional capacity

a) References

A tenderer shall be required to demonstrate the following in order to have its capacity recognised:

- that in the last three (3) years, counting from the day notice of the ordering of this public contract is published on the eNaročanje portal, it has successfully (in terms of quality, professionalism and in accordance with a contract) carried out at least one (1) project as the service provider for a Security Operations Centre (SOC) at a legal person in the financial sector in the EU (bank, savings bank, insurance company, financial intermediary, fund, etc.);

- that in the last three (3) years, counting from the day notice of the ordering of this public contract is published on the eNaročanje portal, it has successfully (in terms of quality, professionalism and in accordance with a contract) carried out at least one (1) project involving the implementation of IBM QRadar SIEM SOC on-site for at least 250 end-users, maintenance of which lasted at least two (2) years;
- that in the last three (3) years, counting from the day notice of the ordering of this contract is published on the eNaročanje portal, it has had at least five SOC customers;
- that it uses SOAR or a comparable tool for active incident response for SOC services with at least one SOC customer.

A tenderer may not simultaneously be a reference client.

Supporting document(s): Economic operators shall satisfy this requirement by submitting a completed ESPD (economic operators are not required to complete Part IV: Selection criteria, Section C: Technical and professional ability) and a completed References form (Annex 17.9).

Tenderers are required to satisfy this requirement. In the case of a joint tender, this requirement may be satisfied by all partners cumulatively. In the case of a tender that uses subcontractors, this requirement may be satisfied by the tenderer and subcontractors cumulatively. The partner or subcontractor with which the tenderer satisfies this requirement shall also be actually involved in the implementation of the works that are the subject of this public contract (the scope of involvement and the services to be performed by the subcontractor must be set out in the tender).

b) Staff capacity

1. On the day the deadline for the submission of tenders expires, the tenderer shall have at least ten employees (with employment contracts).

Supporting document(s): Economic operators shall satisfy this requirement by submitting a completed ESPD.

2. To ensure the timely and high-quality implementation of the subject of the public contract, the tenderer shall, with regard to an individual's role and for the entire duration of performance of the subject of the public contract, ensure that it has a team comprising at least ten (10) members with at least two (2) years' experience and with proven qualifications (professional competence) in the profiles/roles set out below (an individual member may be put forward and considered for more than one role):

- security analyst;
- incident investigator;
- threat hunter;
- data scientist;
- threat intelligence analyst;
- incident resolution specialist;
- network and ICT specialist;
- security specialist engaged in collecting indicators of compromise and performing in-depth analyses and forensic investigations.

The team should have at least ten (10) certificates in total that provide evidence of their qualifications in a field of the management of the security services defined in the subject of the public contract. Examples of relevant certificates: Certified Information Systems Security Professional (CISSP), Certified Information Security Manager (CISM), SANS GIAC Security Essentials (GSEC), CompTIA Security+, Certified Information Systems Auditor (CISA), GIAC Certified Incident Handler (GCIH), etc.

At least two (2) members of the team shall each have, on the day the deadline for the submission of tenders expires, at least one valid IBM QRadar certificate (e.g. IBM Certified Associate Analyst, IBM QRadar SIEM V7.3.2, IBM Certified Associate Administrator).

These members of the tenderer's team, who will communicate with the Contracting Authority, shall be required to be able to communicate fluently in English or Slovenian.

The tenderer shall retain at least the same type of team as existed when it was selected for the public contract by the Contracting Authority.

Supporting document(s): Economic operators shall satisfy this requirement by submitting a completed ESPD (economic operators shall not be required to complete Part IV: Selection criteria, Section C: Technical and professional ability), a completed Team members form (Annex 17.8) and copies of certificates.

Tenderers are required to satisfy this requirement. In the case of a joint tender, this requirement may be satisfied by all partners cumulatively. In the case of a tender that uses subcontractors, this requirement may be satisfied by the tenderer and subcontractors cumulatively. The partner or subcontractor with which the tenderer satisfies this requirement shall also be actually involved in the implementation of the works that are the subject of this public contract (the scope of involvement and the services to be performed by the subcontractor must be set out in the tender).

14.2.4 Suitability of a tenderer with regard to an assessment of reputation and compliance risk

In order to satisfy the requirement regarding the suitability of a tenderer with regard to an assessment of reputation and compliance risk, the tenderer shall be required to satisfy all the compliance criteria laid down by the questionnaire in the 17.10 Questionnaire to assess reputation and compliance risk form.

The tenderer shall be required to satisfy and maintain all compliance criteria for the entire duration of the agreement.

Supporting document(s): Economic operators shall satisfy this requirement by submitting a completed ESPD and a completed 17.10 Questionnaire to assess reputation and compliance risk form.

Tenderers are required to satisfy this requirement. In the case of a joint tender, this requirement shall be satisfied by all partners. In the case of a tender using subcontractors, this requirement shall be satisfied by each of the subcontractors. Where the capacities of other operators are used, this requirement shall also be satisfied by such other operators whose capacities are to be used by the tenderer.

14.2.5 Suitability of the tenderer with regard to an evaluation of the status of information security

In order to satisfy the requirement of suitability with regard to an evaluation of the status of information security, the tenderer shall enclose with the tender a valid ISO 27001 certificate or other equivalent certificate or standard.

In the case of an equivalent certificate, the tenderer shall specify the name of the certificate. A certificate that the tenderer encloses with the tender may not be more than three years old and shall be renewed on a regular basis in the course of performance of the agreement.

If they are selected, the selected tenderer shall be required to maintain the standard or renew the certificate on a regular basis for the entire period of performance of the agreement.

Supporting document(s): Economic operators shall satisfy the requirement by submitting a completed ESPD, a copy of a valid certificate for the ISO 27001 standard or another equivalent certificate or standard, which may not be more than three years old. In the case of an equivalent certificate or standard, they shall state the name of this certificate or standard.

The tenderer shall be required to have a valid ISO 27001 certificate or other equivalent certificate or standard, and enclose it with the tender. In the case of a joint tender, this requirement shall be satisfied by **all partners**. In the case of a tender using subcontractors, this requirement shall also be satisfied by **all subcontractors**. Where the capacities of other operators are used, the requirement shall also be satisfied by **such other operators** whose capacities are to be used by the tenderer.

15 Legal protection

Pursuant to Article 25 of the ZPVPJN, a request for review that relates to the content of the notice, invitation to tender or this documentation shall be lodged within ten (10) business days of the date of publication of the contract notice or notice of additional information, information on an incomplete procedure or a correction, if such notice serves to amend or supplement a requirement or criterion for the selection of the most advantageous tenderer. A request for review as referred to in the preceding sentence may not be lodged after the tender submission deadline, unless the Contracting Authority has set a tender submission deadline in the procurement procedure that is shorter than ten business days. In that case, a request for review may be lodged within ten (10) business days of the date of publication of the contract notice. After the tender submission deadline, the applicant may not allege breaches that were or should have been known to the applicant before the expiry of the deadline, except where permitted by the ZPVPJN and in cases where the applicant proves that it was objectively impossible to identify the alleged breaches before the deadline.

A request for review shall contain all the information and supporting documents laid down in Article 15 of the ZPVPJN: the name and address of the applicant and the contact person; the name of the contracting authority; the designation of the public contract or the public contract award or capacity recognition decision; the subject of the public contract; the authorisation to represent in the pre-review and review procedure (if the applicant is acting through proxies); and confirmation of the payment of the administrative fee under Article 71 of the ZPVPJN. The applicant's request shall include the alleged breach and the facts and evidence that prove that a breach occurred.

Pursuant to the first paragraph of Article 71 of the ZPVPJN, a fee of EUR 4,000 shall be paid to a bank account held with the Bank of Slovenia, Slovenska cesta 35, 1505 Ljubljana, Slovenia, no SI56 0110 0100 0358 802, SWIFT code BS LJ SI 2X, IBAN SI56011001000358802 and reference 11 16110-7111290-XXXXXXLL (in place of XXXXXXLL, enter the public contract number from the public procurement portal).

A request for review shall be lodged, along with proof of payment of the fee, via the eRevizija portal (www.portalerevizija.si).

16 Content of the tender documentation

A tenderer shall enclose with its tender the properly completed forms and other documents required in the "Instructions for tenderers", including a completed ESPD in Slovenian or English.

A tenderer shall also enter the required information in the blank fields of all the required forms. Any blank fields or specific content that has no relevance to the tender shall clearly be marked by the tenderer to indicate that it has no relevance (e.g. by striking it through).

17 Annexes

17.1 Tender

Name of tenderer (lead party): _____

Address of company's registered office:

As a tenderer in the public procurement procedure for the selection of a contractor for **"JN 154/2021 Security Operations Centre (SOC) services and the purchase of software for the SOC"**, we hereby submit the following tender:

Tender no: _____

We submit this tender (circle as appropriate):

(a) as a
standalone
operator

(b) with
subcontractors

(c) as a joint tender

(d) with utilisation of the
capacities of other
operators

A list of partners in a joint tender/subcontractors/other operators whose capacities are to be utilised by the economic operator (without a lead party):

No	Name of economic operator	Role of operator (circle as appropriate)
1.		<ul style="list-style-type: none"> - PARTNER - SUBCONTRACTOR - OTHER OPERATOR WHOSE CAPACITIES ARE TO BE UTILISED BY THE ECONOMIC OPERATOR
2.		<ul style="list-style-type: none"> - PARTNER - SUBCONTRACTOR - OTHER OPERATOR WHOSE CAPACITIES ARE TO BE UTILISED BY THE ECONOMIC OPERATOR
3.		<ul style="list-style-type: none"> - PARTNER - SUBCONTRACTOR - OTHER OPERATOR WHOSE CAPACITIES ARE TO BE UTILISED BY THE ECONOMIC OPERATOR
4.		<ul style="list-style-type: none"> - PARTNER - SUBCONTRACTOR - OTHER OPERATOR WHOSE CAPACITIES ARE TO BE UTILISED BY THE ECONOMIC OPERATOR

17.2 Subcontractor's request for direct payment¹

Name of subcontractor: _____

Full address: _____

We request that the Contracting Authority settle our claims against the lead contractor instead of the tenderer in accordance with the provisions of the ZJN-3.

I, the undersigned statutory representative _____, hereby request that the Contracting Authority make a direct payment to our current account for the work that we performed for the implementation of the relevant public contract in the amount stated in the tender on the basis of the invoice issued by the tenderer to the Contracting Authority. We agree to the deadlines and other payment terms referred to in the agreement.

Place and date:

Subcontractor's signature:

¹ Complete only in the case of a tender involving a subcontractor that is requesting direct payment.

17.3 Tender guarantee under URGD-758

Header with guarantor's (bank's) information

To:

(enter the name of the beneficiary, i.e. the Contracting Authority under the public procurement procedure)

Date:

(enter the date of issue)

TYPE:

(tender guarantee)

NUMBER:

(enter the number of the guarantee)

GUARANTOR:

(enter the name and address of the bank at the place of issue)

CONTRACTING AUTHORITY:

(enter the name and address of the party ordering the guarantee, i.e. the tenderer in the public procurement procedure)

BENEFICIARY:

(enter the name of the contracting authority under the public procurement procedure)

UNDERLYING TRANSACTION: The obligation of the party ordering the guarantee under its tender submitted in public procurement procedure no **JN 154/2021** (internal code), dated _____, the subject of which is "**Security Operations Centre (SOC) services and the purchase of software for the SOC**".

AMOUNT AND CURRENCY:

(enter the maximum amount in figures and words, and the currency)

DOCUMENTS TO BE SUBMITTED IN THE PAYMENT DEMAND ALONGSIDE THE DECLARATION AND EXPLICITLY REQUIRED IN THE TEXT BELOW: /

LANGUAGE OF REQUIRED DOCUMENTS: Slovenian or English

FORM OF SUBMISSION: In paper form by registered mail or any form of express mail, in person or in electronic form through the SWIFT system to the following address:

(specify the SWIFT address of the guarantor)

PLACE OF SUBMISSION:

(guarantor to insert the address of the branch where paper documents are to be submitted or, in the case of electronic submission, the relevant electronic address, such as the guarantor's SWIFT address)

Regardless of the branch address specified by the guarantor, paper documents may be submitted at any of the guarantor's branches in Slovenia.

EXPIRY DATE:

DD. MM. YYYY *(enter the expiry date of the guarantee)*

PARTY REQUIRED TO PAY THE COSTS:

(enter the name of the party ordering the guarantee, i.e. the candidate/tenderer in the public procurement procedure)

As the guarantor, we undertake, pursuant to this guarantee, to pay to the beneficiary any amount up to the amount of the guarantee when the beneficiary submits the relevant payment demand in the above-specified form of submission, signed by an authorised signatory or signatories, along with any other documents listed above, and in any case together with the beneficiary's declaration, either included in the actual wording of the payment demand or in a separate signed document that is enclosed or refers to the payment demand, which specifies in what way the party ordering the guarantee has failed to perform its obligations.

The guarantee may be enforced on the following grounds, which shall be stated in the beneficiary's declaration or payment demand:

1. the tenderer withdrew the tender after the expiry of the deadline for accepting tenders or impermissibly amended the tender during its period of validity; or
2. the selected tenderer failed to sign the agreement at the beneficiary's request; or
3. the selected tenderer failed to deliver an appropriate performance bond within eight (8) days of signing the agreement.

Any payment demand under this guarantee shall be received on or before the guarantee's expiry date at the place of submission specified above.

The amount of the guarantee shall be reduced by each amount paid under the guarantee.

Any disputes in connection with this guarantee shall be settled before the court of competent jurisdiction in Ljubljana in accordance with Slovenian law.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 revision, ICC publication no 758.

Guarantor:

(stamp and signature)

17.4 Performance bond under URGD-758

Header with guarantor's (bank's) information

To:

(enter the name of the beneficiary, i.e. the contracting authority under the public procurement procedure)

Date:

(enter the date of issue)

TYPE:

(performance bond)

NUMBER:

(enter the number of the bond)

GUARANTOR:

(enter the name and address of the bank at the place of issue)

CONTRACTING AUTHORITY:

(enter the name and address of the party ordering the bond, i.e. the contractor)

BENEFICIARY:

(enter the name of the contracting authority under the public procurement procedure)

UNDERLYING TRANSACTION: The obligation of the party ordering the bond under agreement no _____ of _____ *(insert the number and date of the agreement on the performance of a public contract concluded under the procedure labelled _____)* for the subject of the public contract "**Security Operations Centre (SOC) services and the purchase of software for the SOC**".

AMOUNT AND CURRENCY:

(enter the maximum amount in figures and words, and the currency)

DOCUMENTS TO BE SUBMITTED IN THE PAYMENT DEMAND ALONGSIDE THE DECLARATION AND EXPLICITLY REQUIRED IN THE TEXT BELOW:

(original bond)

LANGUAGE OF REQUIRED DOCUMENTS: Slovenian or English

FORM OF SUBMISSION: In paper form by registered mail or any form of express mail, in person or in electronic form through the SWIFT system to the following address:

(specify the SWIFT address of the guarantor)

PLACE OF SUBMISSION:

(guarantor to insert the address of the branch where paper documents are to be submitted or, in the case of electronic submission, the relevant electronic address, such as the guarantor's SWIFT address)

Regardless of the branch address specified by the guarantor, paper documents may be submitted at any of the guarantor's branches in Slovenia.

EXPIRY DATE:

DD. MM. YYYY *(enter the expiry date of the guarantee)*

PARTY REQUIRED TO PAY THE COSTS:

(enter the name of the party ordering the bond, i.e. the tenderer selected in the public procurement procedure)

As the guarantor, we undertake, pursuant to this bond, to pay to the beneficiary any amount up to the amount of the bond when the beneficiary submits the relevant payment demand in the above-specified form of submission, signed by an authorised signatory or signatories, along with any other documents listed above, and in any case together with the beneficiary's declaration, either included in the actual wording of the payment demand or in a separate signed document that is enclosed or refers to the payment demand, which specifies in what way the party ordering the bond has failed to perform its obligations under the underlying transaction.

The bond may be enforced on the following grounds, which shall be stated in the beneficiary's declaration or payment demand:

1. if the contractor fails to perform its obligations in accordance with the agreement to the agreed scope, quality or deadlines; or
2. if the contractor terminates performance of the agreement; or
3. if the contractor fails to deliver an appropriate new performance bond at least fifteen (15) days before the expiry of the performance bond delivered upon the signature of the agreement; or
4. if the beneficiary terminates the agreement due to a breach of contract by the contractor.

Any payment demand under this bond shall be received on or before the bond's expiry date at the place of submission specified above.

The amount of the bond shall be reduced by each amount paid under the bond.

Any disputes in connection with this bond shall be settled before the court of competent jurisdiction in Ljubljana in accordance with Slovenian law.

This bond is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 revision, ICC publication no 758.

Guarantor:

(stamp and signature)

17.5 Specifications

The subject of the public contract comprises Security Operations Centre (SOC) services and the purchase of associated software for a period of four (4) years.

The subject of the public contract includes:

- Security Operations Centre (SOC) services, encompassing:
 - security monitoring
 - incident analysis
 - incident response
 - threat hunting
 - threat notification
 - participation in forensic investigations
- education/training services;
- the purchase of SIEM software and associated services at the bank's location, encompassing:
 - the purchase of additional IBM QRadar licences
 - licence maintenance and support of the principal (at the Contracting Authority's location)
 - system administration and maintenance for the first two years of the agreement;
- the purchase of SIEM software and associated services in the cloud, encompassing:
 - SIEM migration to the cloud from the Contracting Authority's location (migration must be completed within two years of the conclusion of the agreement)
 - software licences (including licence maintenance and support of the principal) and the use of cloud-based IT infrastructure for the third and fourth years of the agreement
 - system administration and SIEM maintenance (in the cloud) for the third and fourth years of the agreement
- the purchase and maintenance of software for detecting and responding to security events (EDR, Endpoint Detection and Response) as cloud services. EDR is a tool that enables detection and response on endpoint devices as a form of protection of endpoints that uses data collected from devices/endpoints so as to understand how cyber risks behave and enable an organisation to respond properly to a threat. Some forms of endpoint protection are focused exclusively on the blocking of threats, while endpoint detection and response (EDR) tries to detect threats using a more comprehensive approach. By continuously monitoring endpoints and conducting strict analyses of data, we are better able to understand how one or another threat threatens/infects an endpoint device and the mechanisms that the malicious code uses to spread through the network.

The specifications of the Security Operations Centre (SOC) services and the purchase of associated software for a period of four years are explained in detail in **Annex 17.5.1 ("Specifications_closed part")**, which is part of the closed part of the documentation and is available to potential tenderers in accordance with the text of Section 3 ("Access to and clarifications of the procurement documentation and contract award decision"). In the event of a discrepancy between the description in this document and the description in Annex 17.5.1 ("Specifications_closed part"), the description in the annex shall prevail. Annex 17.5.1 ("Specifications_closed part") also contains a description of the existing information system which currently provides information security and details in relation to the required SOC services.

During the period of performance of the agreement, the Contracting Authority intends to introduce new systems and applications as part of its IT change management (e.g. Microsoft/other cloud; new core banking application, etc.), as well as withdraw from use old systems/applications. This will affect the inclusion of new/withdrawal of old resources to/from SIEM and SOC.

Timetable of implementation

The tenderer shall include in its tender a timetable of implementation that is required to comply with the activity milestones set out below:

<u>Activity</u>	<u>Duration from-to (calendar days)</u>	<u>Duration (calendar days)</u>
Signing of the agreement with the selected tenderer	T	-
Adoption of the plan of introduction (installation of IBM QRadar licences, SOC, EDR)	from T to T+2	2
Commencement of introduction and period of introduction to SOC services, installation of IBM QRadar licences	from T+3 to T+23	21
Introduction of EDR and its integration with SIEM	from T+3 to T+59	56
Introduction of SOC	from T+24 to T+114	90
Introduction of optimisation of SOC	from T+114 to T+204	90
Migration of SIEM from Contracting Authority's location to cloud	T+670	60

Service-level agreement (SLA)

<i>Importance of a security event</i>	<i>Expected response time</i>
Critical	30 minutes
High	90 minutes
Moderate	240 minutes
Low	2 working days

The importance of a security event is determined in accordance with the classifications of the MITRE ATT&CK Matrix for Enterprise, Common Vulnerability Scoring System (CVSS) or similar methodologies in agreement with the Contracting Authority.

Regarding software licences, the tenderer shall provide the Contracting Authority with the first level of support, whereby it shall, within the scope of its capacities, resolve the Contracting Authority's requests. The tenderer shall also provide a second level of support provided by the software principal either with the direct involvement of the principal in resolution or by resolving the issue itself. In both cases it shall be required to have the appropriate status at the principal. The Contracting Authority also expects the second level of support to be included among the tendered services.

A form submitted electronically to the e-JN information system shall be considered to be dated and signed by the tenderer's responsible person. It is therefore binding on the tenderer vis-à-vis the Contracting Authority.

17.6 Tender pro-forma invoice

The tenderer shall upload this Tender pro-forma invoice form (Annex 17.6) to the "Pro-forma" section of the e-JN system separately from other tender documentation.

The tender prices shall be drawn up in accordance with the public procurement documentation for public contract no JN 154/2021 "Security Operations Centre (SOC) services and the purchase of software for the SOC" and cover all the required services. If any item is already included in another item of the pro-forma invoice, the tenderer shall clearly indicate this in the pro-forma invoice (e.g. by writing "already included under item XY" in the relevant field).

No	1. SIEM software and associated services at the bank's location				
	Item	Unit of measurement	Quantity	Price per unit in EUR net of VAT	Price for the entire quantity in EUR net of VAT (quantity x price per unit)
1.	IBM QRadar: additional licence 1,500 EPS (additional to the existing 1,000 EPS), including licence maintenance (primary location) for the first year	EPS	1,500		
2.	IBM QRadar: licence maintenance for 1,500 EPS (primary location) for the second year	Package	1		
3.	IBM QRadar: licence maintenance for 1,000 EPS (primary location) for two years	Package	1		
4.	IBM QRadar: support of the principal for two years (primary location)	Package	1		
5.	IBM QRadar: systems administration and maintenance (primary, reserve location) for two years (SLA: 5 days x 12 hours, MTR 1 hour for critical faults)	Package	1		
6.	Item 1. TOTAL				
	2. SIEM software and associated cloud-based services				
	Item	Unit of measurement	Quantity	Price per unit in EUR net of VAT	Price for the entire quantity in EUR net of VAT (quantity x price per unit)
7.	Software licence (including licence maintenance and support of the principal) and the use of cloud-based IT infrastructure for two years	EPS	2,500		

8.	SIEM systems administration and maintenance for two years (SLA: 5 days x 12 hours, MTR 1 hour for critical faults)	Package	1		
9.	Migration of SIEM from bank's location to cloud	Package	1		
10.	Item 2. TOTAL				
3. Security Operations Centre (SOC) services with SIEM at the bank's location					
	Item	Unit of measurement	Quantity	Price per unit in EUR net of VAT	Price for the entire quantity in EUR net of VAT (quantity x price per unit)
11.	Control and administration services (24/7)	Year	2		
12.	Item 3. TOTAL				
4. Security Operations Centre (SOC) services with SIEM in the cloud					
	Item	Unit of measurement	Quantity	Price per unit in EUR net of VAT	Price for the entire quantity in EUR net of VAT (quantity x price per unit)
13.	Control and administration services (24/7)	Year	2		
14.	Item 4. TOTAL				
5. Software for detecting and responding to security events at endpoints and management of that software (EDR as SaaS cloud service) – for four years					
	Item (fulfilment of the items below depends on the tenderer's licence or service model – it is possible that a specific item is not relevant because it has already been included under another item)	Unit of measurement	Quantity	Price per unit in EUR net of VAT	Price for the entire quantity in EUR net of VAT (quantity x price per unit)
15.	Licences, licence maintenance, management	No of servers	200		
16.	Licences, licence maintenance, management	No of workstations and laptop computers	450		
17.	Licences, licence maintenance, management	No of mobile devices (smartphones, tablets)	100		
18.	Licences, licence maintenance, management	No of users	260		
19.	Introduction of EDR and integration with SIEM	Package	1		
20.	Item 5. TOTAL				
6. Education/training and consulting services					

	Item	Unit of measurement	Quantity	Price per unit in EUR net of VAT	
21.	Education/training per year included in the tender without presenting additional costs to the Contracting Authority*	No of days			
22.	Consulting on optimisation of the Contracting Authority's environment in relation to information security (log management, archiving, etc.) included in the tender without presenting additional costs to the Contracting Authority*	No of days			
23.	Training**	Day	1		
24.	Consulting**	Day	1		
25.	Total tender price (sum of values of items 1. TOTAL to 5. TOTAL)				

* The Contracting Authority shall take this figure into account in the criterion (see Section 11 Criteria).

** The tenderer shall enter the price per day of training/consultation – additional services. The Contracting Authority does not undertake to order these services and will order them as and when the need arises.

The tender price net of VAT shall include all the elements, i.e. all costs (labour costs, equipment costs, travel costs and all other costs that could arise in relation to the performance of contractual works for the entire duration of the contractual period), fees and other levies (except for VAT), and any discounts or commissions, tax burdens and tax obligations waived so that the Contracting Authority is not liable for any costs connected with the subject of the public contract.

The tenderer shall not be entitled to any additional payments or price increases, and shall ensure the operation of the subject of the agreement as part of the contract price.

The tender prices per unit in the tender pro-forma invoice shall be fixed until the completed execution of the order, unless the agreement provides otherwise. The prices per unit shall remain the same as in the submitted tender in the event of any increase or reduction in the scope of equipment or services.

The Contracting Authority shall order additional services as and when the need arises. The Contracting Authority shall not be obliged to order the envisaged estimated amount of additional services or use the envisaged quantity of hours during the period of performance of the agreement.

The price per unit applies to an hour of service equal to sixty (60) minutes. The price per unit applicable at the time performance commences shall be charged for services performed (for all hours not interrupted by a period of more than one (1) hour). The hours of service performed shall be rounded to thirty (30) minutes, with up to fourteen (14) minutes in excess of a full hour or half-hour being rounded downwards and fifteen (15) or more minutes being rounded upwards. The tendered prices per unit (hour) constitute the maximum price per unit charged for any additional services.

A form submitted electronically to the e-JN information system shall be considered to be dated and signed by the tenderer's responsible person. It is therefore binding on the tenderer vis-à-vis the Contracting Authority.

17.7 Description of tenderer's service

The tenderer shall be required to prepare a description of the service, which shall be compliant with the "Specifications" form (Annex 17.5).

If the tenderer provides the Contracting Authority with a notification portal (providing warnings of planned changes and important SOC information on mobile devices as well) and report reviews via a portal equipped with dashboards, it shall, in its own description of the service, describe how and to what extent the portal will operate. The Contracting Authority shall take the tendered service into account in the criteria, as laid down in Section 11 (Criteria).

17.8 Team members¹

We confirm that:

- on the day the deadline for the submission of tenders expires, we have at least ten employees (with employment contracts)

Circle as appropriate	YES	NO
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- we will ensure that, for the entire duration of performance of the subject of the public contract, we have a team comprising at least ten members with at least two years' experience and with proven qualifications (professional competence) in the profiles/roles set out below (an individual member may be put forward and considered for more than one role):

Team members						
No	Role	Full name of team member	Years of experience	Certificates*	Business relationship with the tenderer (employee, subcontractor/partner's employee, freelance contract, ² etc.):	Language skills (circle)
1.	security analysts					Slovenian/English
2.	incident investigators					Slovenian/English

¹ A form submitted electronically into the e-JN information system shall be considered to be dated and signed by the tenderer's responsible person. It is therefore binding on the tenderer vis-à-vis the Contracting Authority.

² In the case of staff with business connections to the tenderer on the basis of a freelance contract, the tenderer shall refer to such staff in the tender as subcontractors. Such staff shall satisfy the requirements applying to subcontractors and submit a completed ESPD with the tender.

3.	threat hunters					Slovenian/English
4.	data scientists					Slovenian/English
5.	threat intelligence analysts					Slovenian/English
6.	incident resolution specialists					Slovenian/English
7.	network and ICT specialists					Slovenian/English
8.	security specialists engaged in collecting indicators of compromise and performing in-depth analyses and forensic investigations					Slovenian/English
9.						

10.						
11.						
12.						
13.						
14.						

* The team should have at least ten certificates in total that provide evidence of their qualifications in a field of the management of the security services defined in the subject of the public contract. Examples of relevant certificates: Certified Information Systems Security Professional (CISSP), Certified Information Security Manager (CISM), SANS GIAC Security Essentials (GSEC), CompTIA Security+, Certified Information Systems Auditor (CISA), GIAC Certified Incident Handler (GCIH), ... At least two members of the team shall each have, on the day the deadline for the submission of tenders expires, at least one valid IBM QRadar certificate (e.g. IBM Certified Associate Analyst, IBM QRadar SIEM V7.3.2, IBM Certified Associate Administrator).

- we shall, for the entire duration of the agreement, retain at least the same type of team as submitted in the tender for the public contract.

Circle as appropriate	YES	NO
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If necessary for assessing the fulfilment of the requirements and criteria, the tenderer shall deliver additional supporting documents demonstrating the fulfilment of the requirements for the specified staff members to the Contracting Authority upon request.

17.9 References¹

We confirm that:

Description of requirement	Contracting authority that ordered the reference project (name, address) and the Contracting Authority's contact details (full name, email address, telephone number)	Brief description of the project (fulfilment of the requirements from the first line must be clear from the description)
- we have, in the last three (3) years, counting from the day notice of the ordering of this public contract is published on the eNaročanje portal, successfully (in terms of quality, professionalism and in accordance with the contract) carried out at least one (1) project as the service provider for a Security Operations Centre (SOC) at a legal person in the financial sector in the EU (bank, savings bank, insurance company, financial intermediary, fund, etc.)		

¹ A tenderer may not simultaneously be a reference client. The Contracting Authority reserves the right to verify the detailed contents and quality of implementation of the project directly with the reference client, or to request that the tenderer submit to it for inspection any contracts or other documents that unequivocally prove the authenticity of the references.

Tenderers are required to satisfy this requirement. In the case of a joint tender, this requirement may be satisfied by all partners cumulatively. In the case of a tender that uses subcontractors, this requirement may be satisfied by the tenderer and subcontractors cumulatively. The partner or subcontractor with which the tenderer satisfies this requirement shall also be actually involved in the implementation of the works that are the subject of this public contract (the scope of involvement and the services to be performed by the subcontractor must be set out in the tender). A form submitted electronically to the e-JN information system shall be considered to be dated and signed by the tenderer's responsible person. It is therefore binding on the tenderer vis-à-vis the Contracting Authority.

<p>- we have, in the last three (3) years, counting from the day notice of the ordering of this public contract is published on the eNaročanje portal, successfully (in terms of quality, professionalism and in accordance with the contract) carried out at least one (1) project involving the implementation of IBM QRadar SIEM SOC on-site for at least 250 end-users, maintenance of which lasted at least two (2) years;</p>		
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- we have, in the last three (3) years, counting from the day notice of the ordering of this contract is published on the eNaročanje portal, had at least five SOC customers;

Circle as appropriate	YES	NO
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- we have used SOAR or a comparable tool for active incident response for SOC services with at least one SOC customer;

Circle as appropriate	YES	NO
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- we have performed at least one successful IBM QRadar migration from the local environment to the cloud.²

Circle as appropriate	YES	NO
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If necessary for assessing the fulfilment of the requirements and criteria, the tenderer shall deliver additional supporting documents demonstrating the fulfilment of the above-mentioned requirements and criteria to the Contracting Authority upon request.

² The Contracting Authority shall take this declaration into account in the criterion (see Section 11 Criteria).

17.10 Questionnaire to assess reputation and compliance risk

Please provide the following information on your company. A tenderer that has entered all the required information from the questionnaire, answered "Yes" to all questions in Sections 2 to 7 of the questionnaire (except for point 5.3 d) or provided appropriate evidence of control of the risks of a conflict of interest in Section 4 and submitted and signed the statement contained in Section 8 of the questionnaire shall be regarded as suitable.

TENDERER'S DETAILS	
Company name	
Company's registered office (country, street and house number, settlement, municipality, postcode and town)	
Activity name and code, NACE code	
Registration number and tax number	
Are you a micro, small or medium-sized enterprise? ¹	
Contact details (email, telephone)	
Place and date of completion	
Full name of responsible person	
Handwritten signature of responsible person	
<p><i>By appending a handwritten signature, the responsible person accepts responsibility for the veracity of the responses. SID Bank shall be entitled, prior to signing the agreement on the outsourcing of services and for the entire duration of that agreement, to verify the veracity and completeness of the responses given. In the event of false or misleading responses, SID Bank shall be entitled to terminate the agreement and to demand the reimbursement of any payments made and any damage incurred.</i></p>	

1. DECLARATION OF PARTICIPATION OF NATURAL AND LEGAL PERSONS IN TENDERER'S OWNERSHIP

Any ownership links should be mentioned. (Alternative: submit a declaration of ownership in accordance with the ZIntPK).

Tenderer's ownership structure

1.1 Information on the participation of natural persons in the tenderer's ownership structure:

Complete the table for every natural person with a participating interest of more than 5% in the tenderer's ownership:

¹Indicate whether you are a micro, small or medium-sized enterprise (according to the criteria set out in Commission Recommendation 2003/361/EC)

Full name:	
Residence, permanent, unless the person has temporary residence in Slovenia (country, street and house number, settlement, municipality, postcode and town):	
Participating interest:	

1.2 Information on the participation of legal persons in the tenderer's ownership structure:

Complete the table for every legal person with a participating interest of more than 5% in the tenderer's ownership:

Name of the legal person:	
Registered office of the legal person:	
Participating interest in the tenderer:	
Registration number of the legal person and tax number of other legal persons not entered in the business register:	

1.3 Information on companies classed as related parties of the tenderer under the law governing companies:

Name of the legal person:	
Registered office of the legal person:	
Participating interest in the tenderer:	
Registration number of the legal person and tax number of other legal persons not entered in the business register:	
is in a mutual relationship with the tenderer in accordance with Article 527 of the ZGD-1 as follows:	

2. REFERENCES AND TECHNICAL KNOWLEDGE IN THE FIELD OF PERFORMANCE OF THE TENDERED SERVICES

State the references (if the public procurement documentation already requires the submission of proof of references, there is no need to complete Section 2 of the questionnaire).

a) Do you satisfy the requirements regarding key references in the field of the tendered services?

Yes.

No.

Provide supporting evidence:

b) Do the key persons who will be responsible for providing the tendered services satisfy the requirements regarding references and technical knowledge?

Provide supporting evidence (list the full names, references and technical knowledge of the key persons who will be providing the services):

3. RESOURCES AND LICENCES FOR PERFORMANCE OF THE TENDERED SERVICES:

a) Do you have adequate capacities and resources available (human, IT, financial, etc.) for the reliable, timely and high-quality provision of the tendered service?

Yes. No.

b) Do you have the required regulatory licences or registrations for the reliable and professional provision of the tendered service? Submit copies of the supporting documents.

Yes (or "We do not need them"). No.

4. CONFLICT OF INTEREST

Do you confirm that there exists, on the part of your company, your responsible persons (members of the management and supervisory boards), and/or the key employees involved in the provision of the tendered service, no risk of a conflict of interest that cannot be adequately managed, i.e. in terms of the following:

a) Economic interests (e.g. loans to the company approved by SID Bank);

Yes. No.

b) Personal or professional relationships with the management body of SID Bank;

Yes. No.

c) Personal or professional relationships with SID Bank employees who are part of the bank's team charged with selecting the tenderer (e.g. family relationships);

Yes. No.

d) A key employee involved in the provision of the tendered service has been employed at SID Bank in the last five years;

Yes. No.

Provide supporting evidence. If any of the above-mentioned risks exist, describe how you will manage it:

5. REGULATORY COMPLIANCE²

5.1 PERSONAL DATA PROTECTION AND TRADE SECRECY POLICY³

a) Does your company have a by-law/policy addressing personal data protection and trade secrecy?

Yes. No.

5.2 FRAUD RISK MANAGEMENT

a) Has your company adopted a zero tolerance policy (or do you have zero tolerance) with regard to fraud (including corruption, money laundering and terrorist financing)?

Yes. No.

b) Does your company take steps to uncover and prevent fraud?

Yes. No.

c) Do you systematically review and analyse identified and documented events that constitute or that could constitute (be suspected of being) fraud and, on that basis, adopt and carry out corrective measures?

Yes. No.

5.3 CODE OF ETHICS AND GOOD PRACTICE STANDARDS

a) Does your company have a code of ethics or other appropriate code of acceptable conduct?

Yes. No.

b) Do you systematically review and analyse identified and documented events that could constitute a violation of the code of ethics?

Yes. No.

c) Do you adopt and carry out corrective measures after addressing identified or suspected violations of the code of ethics?

Yes. No.

d) Has any violation of the code of ethics or acceptable conduct in the last five years had more significant negative effects for your company (e.g. extensive negative media coverage, termination of business relationships/contracts, cancellation of orders by your more significant business partners, revocation of licences)?

Yes. No.

5.4 RESPECT FOR HUMAN RIGHTS IN BUSINESS OPERATIONS

a) Do you consistently comply with the following in your business operations:

- labour legislation and workers' rights?

² Answer the questions with "Yes", "No", "We do not detect"/ "We do not implement" or "Annually", "Half-yearly", "When a change is noted".

³ Circle as appropriate.

Yes. No.

- prohibition of child labour?

Yes. No.

- prohibition of corruption?

Yes. No.

- environmental protection regulations?

Yes. No.

6. RELATIONS WITH REGULATORS (SUPERVISORY INSTITUTIONS)

- a) Do you confirm that you have not had a licence revoked by a regulator in the last five years?

Yes. No.

7. JUDICIAL PROCEEDINGS AND DISPUTES

- a) Do you confirm that no legal criminal, labour law or damages proceedings are ongoing or have been concluded by final legal judgment in the last five years against your or any of your responsible persons (members of the management and supervisory boards) and deriving from the operations of the company or the professional operations of your responsible persons (such proceedings may involve a dispute regarding compensation of a greater value, i.e. payment of damages, that could jeopardise the operations of your company), or that you are not undergoing criminal proceedings on account of a suspicion of having committed an offence involving human rights and freedoms, employment and social security, property, the economy, legal transactions, the environment, space and natural resources, or that you are undergoing proceedings before a court in relation to labour law legislation as a result of a violation of workers' rights?

Yes. No.

8. DECLARATION OF TENDERER

Declarations and guarantees

(company name and registered office)

1. We confirm that

- a) the data and information provided in the questionnaire are true, accurate and non-misleading;
- b) the deliberate giving of false data that puts SID banka, d.d., Ljubljana into a situation of grave error constitutes a serious breach of the agreement and may lead to extraordinary termination of the agreement.

2. We hereby declare that

- a) we have fully answered every question in this questionnaire and disclosed all information that may be deemed relevant for the purpose of completing this questionnaire;
- b) we undertake to inform SID banka d.d., Ljubljana without delay of any significant changes in connection with the answers, statements and other content that we have provided in this questionnaire and regarding other matters of which we become aware following the completion of this declaration and that are connected to performance of the agreement on the management of an external service;

- c) we shall provide all services under contract with SID Bank with due professional diligence, and with due regard to good practice and the standards of the profession, and shall observe the same values and ethical standards as SID banka, d.d., Ljubljana.

3. We hereby give our consent to and permit

SID banka, d.d., Ljubljana to carry out reasonable enquiries on the company and collect and use information from third parties for the requirements of due diligence, all in connection with the agreement and in accordance with the applicable regulations.

Place and date:

Signature of statutory representative:

17.11 Declaration of collection of the closed part of the procurement documentation⁴

In relation to public contract no JN 154/2021 "**Security Operations Centre (SOC) services and the purchase of software for the SOC**", the undersigned wishes to receive the closed part of the documentation and declares, under material and criminal liability, that:

- the documentation comprising the closed part of the procurement documentation will be used exclusively and solely for the purpose of drafting our tender in accordance with this procurement documentation;
- the closed part of the procurement documentation will not be printed, copied or otherwise distributed and/or communicated by the recipient to other natural and/or legal persons, except for the purposes specified in indent 1.

We undertake to request any additional clarifications relating to the detailed specifications at the Contracting Authority's email address (jn@sid.si) and not to make any such enquiries via the public procurement portal. We accept full material and criminal liability for any breach of the above undertaking.

Tenderer's email address for:

- the sending of the NDA, to be drawn up by the Contracting Authority, and the receipt of access to the means of transferring content that will be uploaded to the online content sharing platform and additionally protected by means of an encrypted ZIP file requiring a password;
- the receipt of any additional clarifications in connection with the closed part of the procurement documentation;

(email address)

Tenderers shall be responsible themselves for monitoring the email address given.

Place and date: Tenderer: _____

Full name: _____

Signed: _____

⁴ The tenderer shall send the signed (scanned) declaration to the Contracting Authority's email address jn@sid.si no later than ten (10) days prior to the final deadline for the submission of tenders. The tenderer shall be deemed to have received, to the email address specified in the declaration, the date and hour of collection of the closed part of the procurement documentation at the Contracting Authority's registered office if it does not notify the Contracting Authority at the same email address that it has not received the date and hour of collection of the closed part of the procurement documentation within two (2) days of sending the declaration.

17.12 Sample agreement

The tenderer shall submit the "Sample agreement" with its tender.

The electronic submission of the "Sample agreement" into the e-JN information system shall be considered to be dated and initialled by the tenderer's responsible person. It is therefore binding on the tenderer vis-à-vis the Contracting Authority.

Prior to signing the agreement in Slovenian with the selected tenderer, the Contracting Authority shall complete the sample agreement with all other information specified by the tenderer in its tender (on the tender forms).

SID – Slovenska izvozna in razvojna banka, d.d., Ljubljana, Ulica Josipine Turnograjske 6, 1000 Ljubljana, company registration no: 5665493000; VAT registration no: SI82155135), represented by Sibil Svilar, Chairman of the Management Board, and Goran Katusin, Member of the Management Board ("SID Bank" or the "Contracting Authority"),

and

_____ (registration no: _____; VAT registration no: _____; bank account no: _____ with _____), represented by _____ (the "Contractor"),

hereby enter into the following

AGREEMENT NO JN 154/2021

"Security Operations Centre (SOC) services and the purchase of software for the SOC"

I. PREAMBLE

Article 1

The parties agree and acknowledge that:

- pursuant to the Public Procurement Act (Uradni list RS, No 91/15, hereinafter: "ZJN-3"), SID Bank has conducted a procedure to award the public contract "Security Operations Centre (SOC) services and the purchase of software for the SOC" under open public contract award procedure no _____ ("public contract");
- in accordance with the public contract award decision of _____, SID Bank shall conclude Agreement no JN 154/2021 "Security Operations Centre (SOC) services and the purchase of software for the SOC" (hereinafter: "Agreement") with the Contractor;
- the Agreement defines all the essential requirements regarding the provision of Security Operations Centre (SOC) services;
- the terms used in this Agreement shall have the same meaning as ascribed to them in the procurement documentation and the Contractor's tender documentation, unless this Agreement provides otherwise.

II. SUBJECT OF THE AGREEMENT

Article 2

The subject of the Agreement comprises Security Operations Centre (SOC) services and the purchase of software for the SOC. These services are defined in more detail in the "Specifications" form (Annex 17.5), which is annexed to this Agreement.

Article 3

The procurement documentation, along with any amendments, the Contractor's tender (including any supplementations and clarifications) and the tender pro-forma invoice are integral parts of this Agreement.

If there is any conflict between the above documents and if the will of the parties is not clearly expressed, the provisions of this Agreement shall take priority in the interpretation of the will of the parties, followed by the remaining documents in the order in which they are listed in the preceding paragraph.

Article 4

The Contracting Authority reserves the right to order any additional services from the Contractor, in addition to the services specified in Article 2 of this Agreement, in the same manner as applicable to the services and if permitted by public procurement regulations.

III. METHOD OF PERFORMANCE AND DEADLINES

Article 5

The Contractor undertakes to perform the subject of the public contract no later than by the deadlines specified in the Specifications form (Annex 17.5). The Contracting Authority and the Contractor shall, at the introductory meeting, coordinate the timetable for implementation of the subject of the public contract, which must comply with the Contracting Authority's requirements as set out in the documentation and forms an annex to this Agreement.

Article 6

The Contractor shall provide the maintenance services included in the maintenance price in accordance with the requirements specified in the Specifications form (Annex 17.5) or by the deadlines imposed by the Contracting Authority. The Contractor shall provide any additional services by the deadline set by the Contracting Authority in the invitation to tender, unless the Contractor and the Contracting Authority agree otherwise.

Article 7

The Contractor shall consistently comply with all the deadlines laid down in this Agreement or as agreed with the Contracting Authority in the manner laid down in this Agreement. The Contractor may exceed the agreed deadlines only if the Contracting Authority fails to perform its obligations in respect of the timely communication of information, the provision of suitable hardware for the operation of the software solution, the provision of operating systems and conditions for the integration of the software solution with the Contracting Authority's information system, or the payment terms and deadlines agreed in this Agreement, or in the event of *force majeure*.

If the Contractor is unable to perform the agreed obligations in due time, it undertakes to immediately notify the Contracting Authority of the cause of the delay and the required extension of the deadline for completion of the services. The set or agreed deadlines may only be extended before they expire. The Contracting Authority shall decide on extensions of contractual deadlines based on the justifiability of the reason for the delay. If the Contracting Authority deems an extension of a deadline unreasonable given the subject of the Agreement, the Contracting Authority shall be entitled to terminate the Agreement.

Article 8

The parties are agreed that they shall use the request submission and error reporting application helpdesk.sid.si, provided by the Contracting Authority, for communication, all documentation and the submission of requests for the performance of services and notifications under the Agreement, unless a different means of communication is expressly agreed. The Contractor and the Contracting Authority agree to consult each other and exchange all information necessary for the performance of their contractual obligations in a documented manner for the duration of this Agreement.

The Contracting Authority shall check the quality and the progress of the implementation of the subject of the Agreement, and may appoint a committee, comprising a representative of the Contracting Authority and a representative of the Contractor, to check the quality and scope of services as follows:

- by comparing the scope and quality with the content of the subject of the Agreement or relevant order;
- by comparing the scope and quality with the monthly reports delivered by the Contractor.

The results of these assessments shall be documented and shall also be a precondition for the execution of payments. Documentation may be in paper or electronic form.

Services performed shall be deemed to be of the required quality if they have been performed in accordance with the agreement concerning quality assurance, in accordance with the requirements set out in the Specifications form (Annex 17.5) and the provisions of the Agreement.

Article 9

The Contractor guarantees that the services under this Agreement shall be performed (in particular in terms of security, reliability and organisation in the performance of maintenance services and upgrades and development) properly and with due professional diligence, to the required standard of quality, using suitably qualified staff, in accordance with the requirements laid down in the procurement documentation and the Contractor's tender, and in accordance with the applicable legislation in Slovenia and the European Union and the applicable standards and good practices of the profession in force at any time.

Article 10

The services performed shall comply with the Contracting Authority's order. If the Contracting Authority determines in its review of the services performed and the testing of the services that the quality of those services does not meet its requirements, it shall notify the Contractor and the Contractor shall remedy such deficiencies at its own expense after receiving the Contracting Authority's request (proposal for quality improvement, manner of implementation, corrective measures, etc.). In such an event, the Contracting Authority may refuse to accept the services. In the case of minor deficiencies, the Contracting Authority may accept the services and may either withhold payment until the services have been performed properly in their entirety, or reduce the payment to reflect the value of the unperformed or improperly performed services.

If the Contractor fails to perform the services properly, in a timely manner and to the required standard of quality, and if any of the Contractor's obligations are breached, the Contracting Authority shall be entitled to withdraw from the Agreement. The Contractor shall ensure full compliance with all deadlines and the performance of all other contractual obligations it has assumed.

In all cases, the Contracting Authority shall be entitled to claim damages in accordance with the general rules of liability for damages.

Article 11

The Contractor shall be required to record work performed in the report on work performed or the work order, and to submit it to the Contracting Authority for approval. The Contractor shall also be required to record the SOC services and report them to the Contracting Authority in accordance with the "Specifications" form (Annex 17.5).

Article 12

A handover record shall be drawn up of the performance of a service. In that record, the parties shall record any identified deficiencies and set deadlines for rectifying them. The Contractor shall rectify any identified deficiencies at its own expense by the deadlines set by the Contracting Authority in the handover record.

The handover record shall specify:

- the obligations assumed under this Agreement and the specifications;
- the obligations that have been performed and referred to in the preceding indent;
- any defects identified in connection to the performance of the obligations, any unperformed obligations, and the deadlines for the rectification of defects and the performance of unperformed obligations;

- whether the obligations assumed under this Agreement have been performed in a timely manner, in accordance with the specifications, to the required standard of quality and in accordance with the rules of the profession.

Article 13

The Contracting Authority shall order additional services (education/training not included in the Agreement without the Contracting Authority incurring additional costs, consulting, other services) as and when the need arises.

The Contracting Authority shall order additional services by electronic means via the communication channels laid down in Article 8 of this Agreement. The Contracting Authority shall draft a request in which it specifies the subject of the request and the specifications for the upgrade, the manner of collaboration, the implementation deadline and the deadline for the submission of the offer.

The Contractor shall be solely responsible for continuously monitoring the Contracting Authority's request submission and error reporting application for received orders.

Article 14

The Contractor shall deliver the offer for additional services by the deadline for its submission as specified in the request, in writing using the Contracting Authority's request submission and error reporting application.

After expiry of the deadline for the submission of offers for additional services, which is normally no longer than seven (7) business days, the Contracting Authority shall verify whether the offer is acceptable in terms of content and price.

If the offer is acceptable, the Contracting Authority shall accept the Contractor's offer by means of a written confirmation of the order, which shall serve as the basis for the performance of the additional services. If the offer is not acceptable, the Contracting Authority shall notify the Contractor of the identified deficiencies or errors, and request it to submit a new offer for the same order.

The Contractor shall perform any additional orders by the deadline set by the Contracting Authority in the invitation to submit an offer, unless the Contractor and the Contracting Authority agree otherwise.

Article 15

In determining the price for individual orders, the Contractor shall determine the number of hours required to complete the order and the price per hour. The Contractor shall use an hourly rate for the price of additional services as referred to in Article 23 of the Agreement. The Contractor may also offer a new lower price per hour. If the price per hour exceeds the price per unit offered in the tender pro-forma invoice, the offer will be rejected.

The Contractor shall not be entitled to request from the Contracting Authority an increase of the price for an individual order due to an erroneous estimate of the time required to complete the work.

The Contractor, acting with due professional diligence, shall notify the Contracting Authority of any objective absolute inability to complete an individual order (e.g. conflict of interest, impaired objectivity and independence).

Article 16

The Contractor shall be at the Contracting Authority's disposal:

- for system administration and maintenance of SIEM and EDR during regular working hours (8 am to 5 pm) on all business days in Slovenia:
 - by telephone at: _____;
 - by email at: _____;

through the Contracting Authority's request submission and error reporting application:
_____.

- for SOC services every day of the year (24/7):
by telephone at: _____;
by email at: _____;
through the Contracting Authority's request submission and error reporting application:
_____.

If the application is unavailable, errors are to be reported simultaneously by telephone and email at the specified number and address.

The Contractor undertakes to immediately notify the Contracting Authority of any change in its phone number or email address.

The Contractor shall be at the Contracting Authority's disposal every day of the year (24/7) for communication relating to SOC services in accordance with the agreed protocol of cooperation and via the agreed communication and escalation channels as defined in the "Specifications" form (Annex 17.5).

IV. PERFORMANCE USING SUBCONTRACTORS

Article 17 ⁵

The Contractor may also perform the services using subcontractors to the extent and in the manner set out in the procurement documentation. The Contractor may not transfer the performance of contractual services to subcontractors without the prior written consent of the Contracting Authority. The Contracting Authority's written consent shall apply only to any specific transaction of transfer to a subcontractor.

The Contractor undertakes to:

- supervise the services that it has transferred to a subcontractor;
- ensure uninterrupted compliance with the obligations to the Contracting Authority;
- obtain prior written consent from the Contracting Authority before transferring services and data to a subcontractor;
- ensure that the Contracting Authority has the contractual right to terminate the Agreement in the event of inadequate subcontracted work (e.g. if the risk to the Contracting Authority increases significantly as a result of subcontracting, if the external contractor transfers the performance of a service to a subcontractor without the prior written consent of SID Bank, etc.).

In the event of subcontracting, all provisions for the fulfilment of the subject of the Agreement shall also apply to the subcontractor.

The Contractor shall be required to supervise the subcontractor during the performance of the services that are the subject of this Agreement in order to ensure uninterrupted and timely compliance with all contractual obligations.

The Contractor may not replace a subcontractor with another subcontractor without the Contracting Authority's prior written consent. If the Contractor intends to replace a subcontractor with whom it satisfied the requirements of the procurement documentation, the new subcontractor shall be required to satisfy these requirements, in addition to the requirements and conditions applying to a subcontractor. The parties shall execute an addendum to this Agreement for any replacement of a subcontractor or engagement of a new subcontractor.

⁵ Applies only if the Contractor has enclosed a subcontractor's request for direct payment with its tender.

Where the tenderer intends to perform the public contract with a subcontractor requiring direct payment in accordance with this article:

- the lead contractor shall authorise the Contracting Authority in the Agreement to pay the subcontractor directly on the basis of an invoice or statement approved by the lead contractor;
- the subcontractor shall provide a letter of consent on the basis of which the Contracting Authority settles the subcontractor's claims against the tenderer;
- the lead contractor shall enclose the invoices or statements of each subcontractor as approved by the lead contractor with its own invoices or statements.

During the performance of the public contract, the lead contractor shall notify the Contracting Authority in advance of any changes relating to subcontractors, and provide information on the new subcontractors it intends to engage subsequently to perform the contractual works. If a subcontractor is to be replaced or a new one engaged, the Contractor shall include with its notice the information and documents required in accordance with indents 2, 3 and 4 of the second paragraph of Article 94 of the ZJN-3.

The Contractor shall be fully liable to the Contracting Authority for the performance of this Agreement.

V. PROCEDURE IN THE EVENT OF INEFFECTIVE PROVISION OF SERVICES

Article 18

If the Contracting Authority determines that the Contractor cannot perform the services under this Agreement effectively or in accordance with the applicable regulations, or that the lawfulness of SID Bank's operations or the continuity of the business process of SID Bank supported by a service subject to maintenance is jeopardised due to the outsourcing of a service, the Contracting Authority may ask the Contractor to immediately provide an explanation based on which the Contracting Authority can make a decision regarding appropriate further steps in connection to the performance of services under this Agreement.

VI. CONTRACTOR'S OBLIGATIONS

Article 19

The Contractor shall:

- perform all services and works in accordance with the specifications laid down in the Specifications form (Annex 17.5);
- cooperate with the Contracting Authority in the manner set out in the procurement documentation and the Agreement;
- prior to the start and during performance of the services, and at each stage, hold workshops for members of the Contracting Authority's team at which it presents and coordinates with the Contracting Authority the performance of the required services, and drafts an overview of the services performed;
- perform the works assumed with due professional diligence (in particular in terms of security, reliability and organisation in the performance of implementation, integration and routine maintenance activities);
- perform activities in accordance with the applicable law and regulations;
- perform the works assumed using suitably qualified staff and in accordance with the requirements of the Contracting Authority's procurement documentation;
- notify the Contracting Authority or its supervisory body without delay of the occurrence of any materially important circumstances that it knows about or should have known about and that affect or might affect the performance of the public contract;
- perform the works with due professional diligence, conscientiously and in good faith, in accordance with the applicable regulations, standards and norms and the applicable legislation (including

- information security regulations) in force in Slovenia and the European Union, and by the agreed deadlines;
- operate in accordance with standards in the area of information security (ISO/IEC 27001 or an equivalent certificate or standard). The tenderer shall maintain or renew a certificate obtained for the entire duration of the Agreement at its own expense;
 - ensure, in the event of any unforeseen events on the Contractor's side, that the contractual services are available in such a way that the Contracting Authority's operations are not interrupted;
 - have in place, maintain and periodically test appropriate business continuity plans with regard to provision of services under this Agreement (and provide evidence for it upon Contracting Authority's request);
 - use the latest information technologies and methods in the performance of its contractual obligations;
 - allow the Contracting Authority and Contracting Authority's competent authorities (and any other person appointed by them) to access, inspect and supervise the execution of the works at any time, and comply with its instructions;
 - allow the Contracting Authority and Contracting Authority's competent authorities (and any other person appointed by them) to audit its data in relation to the performance of services under this Agreement;
 - provide the Contracting Authority with any necessary clarifications regarding the performance of the services, and notify it promptly of anything that might affect the implementation of its contractual obligations;
 - deliver the documentation necessary for performance of this Agreement to the Contracting Authority;
 - include, without changing the price and in accordance with the principles of due professional diligence, any other necessary works not specifically provided for in the public contract but forming an integral part of the ordered works in substantive or technical terms, and necessary to the successful and proper performance of the works;
 - act on its own behalf and for its own account vis-à-vis third parties participating in the performance of individual activities, and only act on behalf of the Contracting Authority with the latter's prior written authorisation;
 - protect all information it acquires under this Agreement in accordance with personal data protection and trade secrecy regulations;
 - report any vulnerabilities and threats and any detected deviations from regular and established processes in connection with the services in question;
 - participate as an external member of a team appointed by the Contracting Authority to handle security incidents arising out of or in relation to this Agreement at the Contracting Authority's request;
 - deliver written reports on the progress of the performance of the services in accordance with the project design activities and on the actual work performed (who, when, what, how much and why);
 - assist in the analysis and drafting of specifications for the development of new functionalities and improvements to existing ones;
 - enable the Contracting Authority to verify that the Contractor is protecting its data adequately at the physical and logical levels.

The Contractor shall be required to allow the Contracting Authority to supervise and inspect the manner of performance of a service at the Contractor's location. The Contractor undertakes to grant the Contracting Authority's compliance department, internal audit department and external auditor complete access and the complete and unrestricted right to oversee, inspect and audit the Contracting Authority's data relating to performance of the service. The Contractor shall grant the authority competent to exercise powers and tasks of prudential supervision of credit institutions access to the relevant data and to its business premises if required.

The Contractor shall be required to report on the performance of services once a year by 31 March for the previous calendar year. The report should contain the services performed, who performed them, any faults detected and the reasons for them, whether the faults were eliminated and how long it took to eliminate them, and other circumstances that had/could have had a more significant effect on performance of the Agreement. The Contractor shall be required to inform the Contracting Authority without delay of the occurrence of materially important circumstances that have or that could have an effect on the performance of a service.

VII. CONTRACTING AUTHORITY'S OBLIGATIONS

Article 20

The Contracting Authority shall:

- enable the Contractor to execute the works under this Agreement;
- provide the necessary hardware capacities at its location as defined in the Contractor's tender for the performance of services;
- provide the necessary licences for Windows or Linux operating systems and virtualisation (VMware);
- notify the Contractor in a timely manner prior to the commencement of works of all material security rules in force at the place of the performance of works;
- provide the Contractor with all information connected in any way to the subject of this Agreement or required to ensure the proper performance of the Contractor's obligations under the Agreement;
- grant the Contractor uninterrupted access to the computer hardware and software that it requires for work under the Agreement, in accordance with the applicable legislation and the by-laws on data security and protection;
- provide the Contractor with the user privileges required for it to work on the computer system (usernames and passwords);
- ensure failover to the Contracting Authority's secondary site in case of major unforeseen events, where such failover is necessary to ensure business continuity;
- work with the Contractor to ensure that contractual obligations are performed in a timely manner, in full, and in accordance with the procurement documentation and the Contractor's tender;
- promptly notify the Contractor of any material changes relating to the performance of its contractual obligations;
- notify the Contractor of any necessary changes to the services resulting from legislative changes, changes to the business environment or the internal needs of the Contracting Authority as soon as such information becomes available, and deliver all the necessary associated specifications and instructions to the Contractor;
- notify the Contractor of any planned changes to linked systems as soon as such information becomes available, deliver a specification of the changes to the Contractor, and agree with the Contractor on the deadline for the implementation of all the necessary modifications;
- continuously monitor and supervise performance of the works;
- perform its payment and other obligations in accordance with this Agreement.

VIII. CONTRACT VALUE

Article 21

The Contractor undertakes to perform the subject of this Agreement at the tender prices laid down in form no 17.6 (Tender pro-forma invoice) of the procurement documentation

(the Contracting Authority shall enter here the information or table from form no 17.6 (Tender pro-forma invoice))

Since the subject of this Agreement includes additional services to be ordered by the Contracting Authority on the basis of a decision adopted subsequently or ordered subsequently on the basis of its actual needs, the scope of which are not known at the time the public contract is awarded, the actual price for the entire public contract cannot be determined. The parties have therefore merely agreed on an estimated contract price of EUR _____, net of VAT, for the entire period of validity of this Agreement, where they are agreed that the Contracting Authority is under no obligation to order equipment or services to that value from the Contractor. The Contracting Authority shall pay the Contractor only for services actually ordered and performed or goods ordered and supplied.

Article 22

The tender prices net of VAT shall include all elements, i.e. all costs (labour costs, hardware and software costs, travel costs and all other costs that could arise in relation to the performance of the contractual works over the entire period of the contract), fees and other levies (except for VAT), and any discounts or commissions, additional tax burdens and tax obligations waived so that the Contracting Authority is not liable for any costs connected with the subject of the public contract.

For each order of additional services or consulting, the Contractor shall specify any additional costs separately and clearly in drafting its tender for a specific request or upon receiving an order. If the Contracting Authority agrees to the specified costs and approves them in writing, and if these costs are actually incurred by the Contractor, the Contracting Authority shall pay those costs.

Article 23

The contract prices per unit, net of VAT, shall remain fixed for the duration of this Agreement.

The Contractor's hourly rates for additional services based on the daily rate specified in form 17.6 (Tender pro-forma invoice) refers to sixty (60) minutes. The Contractor shall bill for any additional services not interrupted by more than one (1) hour at the price per unit for the relevant services applicable at the time performance of the service commences. The hours of service performed shall be rounded to thirty (30) minutes, with up to fourteen (14) minutes in excess of a full hour or half-hour being rounded downwards and fifteen (15) or more minutes being rounded upwards.

Article 24

The Contractor shall not be entitled to any additional payments or price increases, and shall provide the service of performance of the subject of the Agreement in accordance with the specifications as part of the contract price.

IX. PAYMENT METHOD

Article 25

The Contracting Authority shall pay for works performed on the basis of invoices correctly issued by the Contractor. The Contractor shall issue invoices after a service has been performed, and in accordance with the Agreement and the timetable. All invoices shall include a reference to the Agreement and the Contractor's VAT registration number.

The Contractor shall issue invoices for services performed under the following scheme and in line with the values referred to in Article 21 of the Agreement:

- 100% of the value of the sum of item numbers 1, 3 and 4 following the installation of additional IBM QRadar licences;
- 100% of the value of the sum of item number 2 one year after the installation of additional IBM QRadar licences;
- 100% of the value of item number 9 following the migration of SIEM from the bank's location to the cloud;
- 100% of the value of item number 19 following the introduction of EDR and integration with SIEM;

- 100% of the value of item numbers 23 and 24 in line with the scope of the services ordered following performance of those services;
- 1/24 of the value of the sum of item numbers 5 and 11 on a monthly basis following the performance of a maintenance service during the first two years of the signing of the Agreement;
- 1/24 of the value of the sum of item numbers 7, 8 and 13 on a monthly basis following the performance of a maintenance service following transition to the cloud for a period of two years;
- 1/48 of the value of the sum of item numbers 15, 16, 17 and 18 on a monthly basis following performance of the service of introduction of EDR and integration with SIEM for the duration of the Agreement (four years).

The payment of invoices shall also be conditional upon the delivery of monthly reports on the services performed by the Contractor, signed by the Contracting Authority and enclosed with each invoice.

The Contractor shall issue invoices for additional services after such services are performed. The Contractor shall enclose with the invoice a report on the works performed, approved by the Contracting Authority and specifying the date and time and the nature of the works performed and the time spent.

Article 26

The Contracting Authority shall make payments on the basis of invoices correctly issued by the Contractor to the Contractor's bank account no:

_____ with _____ within fifteen (15) days of receiving each correctly issued invoice. The Contractor shall send invoices to the Contracting Authority in e-invoice form to the Contracting Authority's email address at e-racun@sid.si.

If the last day for payment is not a business day, the Contracting Authority shall make the payment on the following business day.

If the tender includes or the Contracting Authority subsequently receives a subcontractor's request for direct payment and a completed and signed form 17.2 ("Subcontractor's request for direct payment") of the procurement documentation, the Contracting Authority shall pay invoices issued by subcontractors and approved by the Contractor for individual types of works directly to the bank account(s) of the relevant subcontractor(s) by the payment deadline laid down in the preceding paragraph.

For nominated subcontractors not requiring direct payment, the Contracting Authority shall ask that the Contractor send it the following within 60 days of payment of the final invoice or statement: its own written declaration and the written declaration of the subcontractors to the effect that they have received payment for the work performed. Should the Contractor fail to act in accordance with this provision, the Contracting Authority shall submit a proposal to the National Review Commission to initiate the misdemeanours proceedings referred to in point 2 of the first paragraph of Article 112 of the ZJN-3.

X. CONTRACTUAL PENALTY

Article 27

If the Contractor breaches a contractual obligation, the Contracting Authority shall be entitled to enforce a contractual penalty.

If the Contractor fails to meet its obligations under this Agreement in a timely manner, the Contracting Authority shall be entitled to claim a contractual penalty for any delays in line with the values referred to in Article 21 of the Agreement:

- in an amount equal to 0.1% of the value of a particular item number 1, 9 and 19 in the "Price for total quantity in EUR net of VAT" column in Annex 17.6 for every commenced day of delay in relation to the dates envisaged for a particular service as stated in the "Timetable of

implementation" in Annex 17.5 ("Specifications"), but not more than 10% of the value of a particular item number;

- in an amount equal to 10% of the monthly value of item number 11 in the event of a breach of the service-level agreement (SLA) in Annex 17.5 ("Specifications");
- in an amount equal to 10% of the monthly value of item number 13 in the event of a breach of the service-level agreement (SLA) in Annex 17.5 ("Specifications");
- in an amount equal to 10% of the monthly value of item number 5 in the event of a failure to comply with the expected response time in Annex 17.6 ("Tender pro-forma invoice");
- in an amount equal to 10% of the monthly value of item number 8 in the event of a failure to comply with the expected response time in Annex 17.6 ("Tender pro-forma invoice");
- in the submission of an offer for additional services for delay, in an amount equal to EUR 50 for every commenced day of delay after the deadline for the submission of an offer has expired, but not more than 1% of the value of item number 25;
- in the performance of individual confirmed orders for additional services in an amount equal to 1% of the value of the order in question, net of VAT, for every commenced day of delay, but not more than 10% of the value of the order, net of VAT.

A delay in the performance of obligations by the Contractor that has a deadline defined in days shall be deemed to have commenced on the day after the agreed day. A delay in the performance of obligations by the Contractor that has a deadline defined in hours shall be deemed to have commenced on the hour after the agreed time.

If the Contractor defaults on an obligation, the Contracting Authority shall be entitled to require the performance of such obligation and claim a contractual penalty.

The Contracting Authority's right to claim a contractual penalty due to a delay or the unjustified termination of the Agreement shall not be conditional upon the Contracting Authority incurring any actual damage. The Contracting Authority shall claim reimbursement for any damages incurred under the general principles of liability for damages and independently of claiming any contractual penalty for delays. The Contracting Authority shall offset any contractual penalty and any damages incurred as a result of a delay against the next payment to the Contractor under this Agreement or, if that is not possible, issue a separate invoice, which the Contractor shall pay within fifteen (15) days of receipt.

If a delay in the performance of services under this Agreement by the Contractor is such that it might result in damage to the Contracting Authority or render the performance of the services meaningless, the Contracting Authority may order a replacement service from another contractor at the Contractor's expense, and may claim compensation for the actual damage incurred.

The Contractor shall pay any resulting damages incurred by the Contracting Authority within thirty (30) days of receiving the Contracting Authority's written request.

XI. GUARANTEES

Article 28

As a condition for validity of the Agreement, the Contractor shall be required to deliver to the Contracting Authority, at the same time as the signed copy of the Agreement and no later than within eight (8) days of signing the Agreement, a performance bond for an amount equal to 10% of the sum of the values under item numbers 5, 8, 9, 11, 13 and 20 ("Price for total quantity in EUR net of VAT" column) of Annex 17. 6 as referred to in Article 21 of this Agreement in EUR, net of VAT, with a period of validity of at least ten days after the validity of the Agreement expires.

The guarantee shall be issued in accordance with the sample bank guarantee in form 17.4 ("Performance bond") of the procurement documentation.

If the duration of the Agreement or the warranty period, the type of service, or the quality or quantity changes in the course of performance of the Agreement, the Contractor shall amend the amount of the performance bond accordingly and/or extend its period of validity.

XII. WITHDRAWAL FROM THE AGREEMENT

Article 29

The Contracting Authority shall notify the Contractor of any breach or termination of the Agreement in writing via the email address of the Contractor's agreement administrator as specified in this Agreement. This Agreement shall be terminated one (1) month after the date of despatch of the notice of termination. Unless the Contracting Authority receives an automatic reply that the notification has not been delivered, the Contractor shall be deemed to have received it.

The Contractor shall pay any resulting damages incurred by the Contracting Authority, including the difference up to a higher price offered by the new contractor, within thirty (30) days of receiving the Contracting Authority's written request.

If the Contractor unjustifiably terminates this Agreement, the Contracting Authority shall be entitled to claim a contractual penalty in an amount equal to ten per cent (10%) of the estimated contract price under Article 21 of this Agreement, net of VAT.

Article 30

The Contracting Authority may withdraw from this Agreement if the Contractor:

- fails to commence performance of this Agreement;
- fails to perform the works in accordance with the requirements of the procurement documentation, the applicable standards and good practices of the profession, and the provisions of this Agreement;
- breaches the applicable legislation;
- fails to declare subcontractors in the manner laid down in Article 18 of this Agreement, uses subcontractors contrary to this Agreement or increases the risk to SID Bank considerably as a result of subcontracting;
- acts for the account of the Contracting Authority vis-à-vis third parties without the Contracting Authority's express written authorisation, or exceeds such authorisation;
- comes to a situation in which it is unable to perform its obligations under this Agreement;
- suspends the works without the Contracting Authority's written approval;
- fails to satisfy the criteria of the questionnaire to assess reputation and compliance risk;
- performs the works improperly, negligently and in an untimely manner;
- fails to meet its obligations under this Agreement even after being reminded to do so by the Contracting Authority;
- acts negligently in relation to the management and security of confidential, personal or other sensitive data or information;
- delays the performance of the works to such an extent that the Contracting Authority is entitled to the maximum contractual penalty laid down in this Agreement;
- delays the performance of the contractual works to such an extent it is unable to perform its contractual obligations by the agreed deadlines;
- in the event of instructions being issued by the competent body of SID Bank, e.g. if the competent authority is no longer able, on account of the agreement with the Contractor, to exercise effective supervision of SID Bank.

The Contracting Authority may withdraw from the maintenance services under the Agreement at any time.

Should the Contracting Authority withdraw, the Contractor shall not be entitled to any compensation.

Without prejudice to the provisions of the law governing obligational relationships, the Contracting Authority may terminate this Agreement during its period of validity in the following circumstances:

- if significant changes have been made to the public contract such as to require a new procurement procedure;
- if at the time the public contract is awarded the Contractor was subject to circumstances that should have impelled the Contracting Authority to eliminate it from the procurement procedure, but the Contracting Authority was not aware of that fact during the procurement procedure;
- if the public contract should not have been awarded to the Contractor due to material breaches of obligations under the Treaty on European Union, the Treaty on the Functioning of the European Union (the "TFEU") or the ZJN-3 identified by the Court of Justice of the European Union in a procedure in accordance with Article 258 of the TFEU;
- in the event of instructions being issued by the Contracting Authority's competent body;

Article 31

Up until the termination of the Agreement, the parties shall be required to perform the obligations they have assumed under this Agreement in the correct manner.

Article 32

Either the Contracting Authority or the Contractor may terminate this Agreement with immediate effect if the other party breaches any material provision of the Agreement and fails to remedy the breach or the consequences of the breach within thirty (30) days of receiving a written notice from the other party.

XIII. TEMPORARY OR PERMANENT INABILITY TO PERFORM SERVICES

Article 33

If either party becomes unable to perform its obligations, the party that is unable to perform its obligations shall notify the other party by the following business day of the obstacles preventing the performance of its contractual obligations and the additional period of time it will require to perform its obligations, if performance is possible.

Liability for any inability to perform obligations shall be determined in accordance with the Code of Obligations.

XIV. CHANGES TO THE SCOPE OF THE SUBJECT OF THE AGREEMENT

Article 34

In accordance with Article 46 of the ZJN-3, the Contracting Authority reserves the right to carry out procurement procedures for new services constituting a recurrent procurement for similar services, if the Contracting Authority requires such services, under a negotiated procedure without prior publication of a contract notice. The Contractor undertakes to conclude an appropriate contract with the Contracting Authority for that purpose.

This Agreement may be amended in accordance with Article 95 of the ZJN-3.

XV. ANTI-CORRUPTION CLAUSE

Article 35

This Agreement shall be null and void if it is determined that, in accordance with Article 14 of the Integrity and Prevention of Corruption Act (Uradni list RS, No 45/10, with corrigenda), the Contractor itself or another person on its behalf or for its account promised, offered or provided any undue advantage to a representative or agent of the Contracting Authority in order to obtain this business or transact this business on more favourable terms, or in exchange for committing any other act or omission resulting in damage to the Contracting Authority or enabling a representative or agent of the Contracting Authority or the other party or its representative or agent to gain any undue advantage.

In accordance with Article 14(6) of the Integrity and Prevention of Corruption Act, prior to entering into any contract valued at over EUR 10,000 net of VAT, and in order to ensure the transparency of the transaction and to prevent corruption risks, the Contractor shall be required to submit to the Contracting authority a declaration or information on the participation of natural and legal persons in the ownership of the tenderer, including the participation of silent partners, and on the economic operators who, with regard to the provisions of the act regulating companies, are considered to be affiliates of the tenderer. For natural persons, the declaration shall contain the full name, the residential address and the share of ownership. If a tenderer delivers a false declaration or provides false information regarding the above facts, the Agreement shall be null and void.

XVI. SOCIAL CLAUSE

Article 36

This Agreement shall be concluded under a resolutive condition that is fulfilled if one of the following circumstances occurs:

- if the Contracting Authority learns that a court has found in a final decision that the Contractor or its subcontractor has committed any breach of labour, environmental or social laws (second paragraph of Article 3 of the ZJN-3); or
- if the Contracting Authority learns that a competent government authority has determined during the performance of this Agreement that the Contractor or its subcontractor has committed two or more breaches in connection with:
 - remuneration for work,
 - working hours,
 - rest periods,
 - the performance of work under civil-law contracts despite the existence of elements of employment or in connection with undeclared work,

where a fine for an offence has been imposed by virtue of a final decision or multiple final decisions;

and under the condition that there are still at least six months from the time the Contracting Authority learns of the violation to the expiry of the Agreement or, if the Contractor has engaged a subcontractor, after establishing a violation on the part of the subcontractor the Contractor fails to substitute or replace this subcontractor in the manner set out in Article 94 of the ZJN-3 and the provisions of this Agreement within 30 days of learning of the violation.

If any of the conditions referred to in the preceding paragraph occur, this Agreement shall be deemed to be null and void as of the date on which a new public contract is concluded. The Contracting Authority shall notify the Contractor of the date on which the new agreement is to be signed.

If the Contracting Authority fails to initiate a new public procurement procedure within 30 days of learning of the violation, this Agreement shall be deemed to be null and void as of the thirtieth day after the Contracting Authority learned of the violation.

XVII. PROTECTION OF TRADE SECRETS AND PERSONAL DATA

Article 37

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

The Contractor undertakes to safeguard and process the Contracting Authority's confidential data in accordance with the applicable legislation governing in any way the protection of data, in particular, the Personal Data Protection Act, the Trade Secrets Act, the Banking Act, the Financial Instruments Market Act and, as a rule, with the recommendations of the ISO/IEC 27001 and ISO/IEC 27002 standards, as well as with other standards and good practices governing data protection. The Contractor also undertakes to handle and use confidential data in its operations in such a way as to prevent its unauthorised disclosure. The Contractor undertakes to separate the Contracting Authority's confidential data from the data of other partners with which it does business in such a way as to not disclose confidential data.

The Contractor shall use the Contracting Authority's confidential data exclusively for the performance of contractual obligations in accordance with this Agreement.

Before commencing work, the Contractor undertakes to issue the Contracting Authority, at its request, with a list of the persons who will directly perform the works, have knowledge of the Contracting Authority's confidential data and be obliged to sign a confidential data protection or other statement in accordance with the applicable legislation and/or the Contracting Authority's by-laws. The Contractor shall expand the obligation to safeguard confidential data to all those who are to directly perform works under this Agreement such that, before commencing works and at the Contracting Authority's request, they deliver to the Contracting Authority a signed confidential data protection statement.

The obligation to safeguard confidential data shall apply during and after the performance of this Agreement, unless the parties agree otherwise.

The Contractor shall ensure that those persons who are to directly perform contractual obligations are informed that they are required to safeguard data confidentiality at all times, even after the termination of their employment or other legal relationship with the Contractor. The Contractor shall bear liability if the disclosure or unauthorised use of the confidential data referred to in this Agreement occurs, either through its fault or the fault of persons who directly perform works.

The Contractor undertakes to:

- carry out all activities necessary to ensure that confidential data remains confidential, and secure it from theft or any unlawful appropriation;
- use data sent solely for the purpose of performing this Agreement;
- return to the Contracting Authority or destroy all data acquired from the Contracting Authority during the period of validity of this Agreement, including any copies thereof, after the Agreement expires.

Should the contracting parties learn of personal data during the performance of this Agreement, each contracting party shall be required to safeguard and process the personal data that they possess as the controller in accordance with European and national personal data protection legislation. The contracting parties shall ensure that individuals whose personal data they hold are granted the rights of individuals pursuant to the law binding on the contracting party. The contracting parties hereby agree that they shall not process personal data acquired on the basis of this Agreement on behalf of the other contracting party, and that neither contracting party is a contractual processor for the other contracting party, as the processing of personal data is not the subject of this Agreement. The personal data of individuals who participate in the performance of this Agreement or are otherwise important to the performance of the Agreement shall be exchanged between the contracting parties so that an individual contracting party may perform its contractual obligations or exercise its rights under this Agreement (i.e. each contracting party shall process personal data on its own behalf). The contracting parties shall process personal data only in a manner indispensable for the performance of the Agreement, store it only for such time as is required for the performance of this Agreement and its legal safety, and safeguard it with appropriate technical and organisational measures that protect it against unauthorised or unlawful processing, accidental loss, destruction or damage.

The contracting parties shall ensure that they have a lawful legal basis for the communication of the personal data of an individual to the other contracting party.

The Contracting Authority's general privacy statement (on the protection of personal data) is published on its website at <https://www.sid.si>.

At the Contracting Authority's request, the Contractor shall also be required to carry out additional procedures that constitute a necessary security standard for the needs of the Contracting Authority's work. The Contracting Authority shall have the right to record and monitor all activities carried out by the Contractor in connection with the Agreement.

The Contractor hereby declares that it has been apprised that records are kept of the use of the Contracting Authority's data or data resources, and that persons authorised by the Contracting Authority may use such records as evidence in the event of a breach, in accordance with the relevant commercial and security provisions.

Upon signing this Agreement, the Contracting Authority shall brief the Contractor, as required and according to circumstances, regarding the content of its security policy and data protection procedures in mutual communications in order to ensure the effective performance of contractual obligations and the safeguarding of confidential data. In the event of a finding or an amendment to legislation requiring the signing of a special data processing agreement, the Contractor undertakes to sign such an agreement. The Contractor undertakes to uphold the security policy and the data protection procedures communicated in accordance with the previous sentence.

The Contracting Authority may forward to the competent authorities and organisations data in connection with this Agreement and public contract as requested pursuant to regulations. The Contracting Authority may publish the entire content of the Agreement, if so required by regulations.

If personal data protection is breached, the Contractor shall immediately inform the Contracting Authority by contacting the Contracting Authority's agreement administrator, sending an email to the data protection officer (povop@sid.si) and handing over to them all the necessary data and information relating to the breach.

The Contractor shall be required to notify the Contracting Authority without delay of any breach or security incident relating to the unauthorised use or disclosure of personal and other confidential data under this Agreement. In the event of a breach of the obligation to safeguard confidential data, the Contractor shall be required to pay the Contracting Authority the contractual penalty referred to in Article 33 of this Agreement. If damage is incurred, it shall also pay for all direct damage in excess of the aforementioned sum.

The Contractor agrees that, in the event of insolvency, rescue or the discontinuation of its business activities, the Contracting Authority may freely access the data owned by the Contracting Authority and forward it to third parties for the purpose of verification.

The Contractor shall immediately inform the Contracting Authority of any breaches of security or security incidents in connection with the unauthorised use or disclosure of personal and other confidential data referred to in this Agreement.

XVIII. ADMINISTRATOR OF THE AGREEMENT

Article 38

The administrator of this Agreement for the Contracting Authority is:

Telephone: _____
Email: _____

The administrator of this Agreement for the Contractor is:

Telephone: _____
Email: _____

The contracting parties shall inform each other of any replacement of the representatives specified in the first paragraph of this article within three (3) business days of the replacement. A written notice from either party to the other shall suffice for any change to the contact details or Agreement administrator.

All notices in connection with this Agreement shall be deemed to have been received on the day they are delivered in person, or on the day they are dispatched by email if sent to the addresses specified above by 5 pm on a business day in Slovenia; otherwise, notices shall be deemed to have been received on the following business day. Any shipment delivered by registered mail shall be deemed to have been delivered at the end of the eighth (8th) day after the day of posting by registered mail if sent to the most recent address provided.

Any amendments to this Agreement shall be made in writing, approved by the administrators of the Agreement and signed by the authorised signatories to the Agreement. The document shall indicate the Agreement to be amended, the amendments agreed and which parts of the existing valid Agreement are to be amended, and the effect of the agreed amendments on the contract price.

XIX. DISPUTE RESOLUTION

Article 39

The contracting parties undertake to resolve any disputes amicably. Any disputes shall be resolved before the court of competent jurisdiction in Ljubljana.

XX. OTHER PROVISIONS

Article 40

The contracting parties are agreed that SID Bank shall, pursuant to the eleventh paragraph of Article 10a of the Access to Information of a Public Nature Act (Uradni list RS, Nos 51/06 [official consolidated text], 117/06 [ZDavP-2], 23/14, 50/14, 19/15 [Constitutional Court ruling], 102/15 and 7/18), publish information on its website on the type of transaction, contractual partner, contract value, data and duration of the transaction. This shall also apply to any addenda attached to the Agreement.

Article 41

The rights and obligations under this Agreement shall be subject to Slovenian law.

Any matters not specifically covered by this Agreement shall be subject to the provisions of the Code of Obligations (Uradni list RS, No 83/01, with corrigenda) and the applicable regulations governing the subject of this Agreement.

Article 42

This Agreement shall enter into force when it is signed by both contracting parties and when the Contractor, in accordance with the provisions of Article 32 of this Agreement, delivers a performance bond to the Contracting Authority. This Agreement shall be concluded for a fixed period of four (4) years or until the framework contract value (net of VAT) referred to in Article 24 of this Agreement is used up.

The parties are agreed that the Agreement shall only be concluded in electronic form and digitally signed by means of a qualified certificate, and that an agreement signed in this way shall have the same validity and effect as an agreement signed by hand.

Article 43

The following documents shall form an integral part of this Agreement:

- the publication of the public contract notice on the public procurement portal and the TED portal;
- the procurement documentation, including any amendments, corrections or supplementations;
- the Contractor's tender documentation and tender pro-forma invoice;

- documentation relating to any additional orders;
- a list of the Contractor's partners/subcontractors.

Contracting Authority: SID banka, d.d., Ljubljana Contractor: _____

Sibil Svilan

Chairman of the Management Board

Goran Katušin

Member of the Management Board

17.13 Sample exit plan

EXIT PLAN

GENERAL PROVISIONS

Article 1 (content of an exit plan)

An exit plan shall be applied in the case of outsourcing, where the bank has concluded an outsourcing agreement with a third party and this agreement satisfies the requirements for outsourcing and, at the same time, the outsourced function is defined as an important function or a function of decisive importance.

The exit plan shall be drawn up by the proposer of the outsourcing contract with the aim of ensuring that, in the event of an exit from the agreement, the substance of the agreement can continue without major disruption and as smoothly as possible. The plan must be comprehensive, documented and adequately tested as required (e.g. with an analysis of potential costs, effects, resources and the consequences, in terms of time, of the transfer of an outsourced service to a replacement provider).

EXIT PLAN

Article 2 (composition of the exit team)

The exit team shall be comprised of specialists in outsourcing, and its composition shall be tailored to the organisations representing the outsourced bank function and the outsourcing provider.

The following shall be part of the exit team:

- the administrator of the outsourcing agreement, who is responsible for the composition and leadership of the exit team (head of the exit team);
- a representative of the of risk management department, for which the director of the risk management department is responsible;
- a representative of the bank responsible for the _____, for which the director of the _____ is responsible (bank's representative in the exit team);
- a representative of the bank responsible for the _____, for which the director of the _____ is responsible (member of the bank's team in the exit team);
- a representative of the bank responsible for the _____, for which the director of the _____ is responsible (member of the bank's team in the exit team);
- a representative of the outsourcing provider responsible for _____, for which _____ at the outsourcing provider is responsible (outsourcing provider's representative in the exit team);
- a representative of the outsourcing provider responsible for _____, for which _____ at the outsourcing provider is responsible (member of the outsourcing provider's team in the exit team);
- a representative of the outsourcing provider responsible for _____, for which _____ at the outsourcing provider is responsible (member of the outsourcing provider's team in the exit team).

Article 3 (exit process)

The exit plan is designed for use in the event that it proves necessary to transfer an outsourced function from an outsourcing provider to the bank or to another outsourcing provider. Until the Contractor's process begins, the conditions stated in the contract with the outsourcing provider (they may also be in an agreement on the level of quality of the function) must be met.

During the exit process, it is envisaged that the function shall be performed in an uninterrupted fashion by the outsourcing provider.

As part of the exit plan, the outsourcing provider shall be required, in the transition plan:

1. to prepare for the comprehensive transfer of technical and functional documentation relating to the outsourcing;
2. to transfer data relating to the outsourcing;
3. to deliver to the bank all documentation required by the bank to ensure smooth performance of the function.

The exit process should comply with banking regulations, with particular regard to data protection and information security.

**Article 4
(post-exit process)**

An outsourcing provider shall be required, during and after outsourcing provision, to adhere to the standards agreed for performance of the function.

**Article 5
(responsibilities)**

The head of the exit team shall be required to:

- define the duration of the exit from the agreement;
- coordinate and realise the exit plan.

The outsourcing provider's representative in the exit team shall be required to:

- define the duration of the exit;
- prepare all the agreed documentation;
- report regularly to the head of the exit team.

The bank's representative in the exit team shall be required to:

- define the duration of the exit;
- adopt all the agreed documentation;
- ensure implementation of the function at the bank;
- report regularly to the head of the exit team.

The representatives shall submit a timetable for exit no later than five business days after the conditions for exit from the outsourcing agreement have been met. The head of the team shall be required to coordinate the timetable and send it to all those involved in the exit process ten days after the conditions for exit have been met. In any case the timetable for exit shall be sent to:

- the management board of the bank;
- the director of the risk management department;
- the director of the compliance department;
- the director of the internal audit department.

The administrator of the outsourcing agreement shall be responsible for implementation of the exit plan in the event of an exit from the agreement.

**Article 6
(entry into force and termination)**

This exit plan shall apply from the day it is signed by all responsible persons and has been approved by the administrator responsible for outsourcing, the responsible director and the director of the risk management department. The plan shall be signed by the outsourcing provider, unless the elements of the plan are covered in the contract with the outsourcing provider.

Name	Date	Signature
Outsourcing administrator		
Responsible director of outsourcing		
Outsourcing provider		