



SLOVENSKA ODŠKODNINSKA DRUŽBA, d.d.

FREE TRANSLATION, FOR YOUR REFERENCE ONLY

TENDER DOSSIER

SUBJECT OF THE PUBLIC TENDER:

**DIRECTORS AND OFFICERS LIABILITY INSURANCE OF SLOVENSKA
ODŠKODNINSKA DRUŽBA, d.d.,**

Award of a public contract following the procedure of awarding a low-value public contract

Number of public procurement:

JN-B/P-02/11

INFORMATION ON THE CONTRACTING ENTITY:

Slovenska odškodninska družba, d.d.

Mala ulica 5

1000 Ljubljana

Slovenia

Contact person:

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INVITATION TO SUBMIT A TENDER

Slovenska odškodninska družba, d.d. (hereinafter also referred to as Company or Contracting entity or Policyholder), Mala ulica 5, 1000 Ljubljana, hereby invites tenderers to submit their tenders in writing in accordance with the tender dossier on the basis of a public tender following the procedure of awarding a low-value public contract, for directors and officers liability insurance of Slovenska odškodninska družba, d.d.

Written bids must be received no later than until 2nd June 2011 by 12 a.m. local standard time at the Company's address, to the following address: Slovenska odškodninska družba, d.d., Mala ulica 5, 1000 Ljubljana, Slovenia. They may be submitted in person or sent via registered mail.

The received bids shall be deemed valid if sent to the address by the said deadline provided they are submitted in a sealed envelope and labelled to read: **»NE ODPIRAJ – ZA JAVNO NAROČILO – zavarovanje odgovornosti družbe, uprave, nadzornega sveta in ostalih zaposlenih družbe«**, and bearing the title and address of the tenderer on the back side. A tender submitted via registered mail prior to the deadline for submission of bids but **received by the contracting entity only after the expiration of the above said deadline, shall be deemed untimely. A tender may not be submitted in an electronic form or via electronic mail.**

If the tenderer fails to submit the tender as required above, the contracting entity shall not be held responsible for any misplacement or premature opening of the tender. The tenders must be completely prepared in accordance with the tender dossier and must fulfil all the requirements as to the content, technical characteristics and conditions for participation in this public tender.

Upon completion of the tender opening procedure, all untimely submitted bids shall be returned to their tenderers unopened and labelled to read: past due.

Public bid opening shall be held on 3rd June 2011 at 10 a.m. local standard time at the premises of the Company.

Any eventual explanations as to the content of the tender dossier and other questions may be requested in writing through the public procurement portal. Explanations shall be posted on the public procurement portal. Any such explanation must be requested in a timely manner or no later than until **27th May 2011 by 12 a.m. local standard time at the Company's address**. The contracting entity shall publish its answer in writing on the said portal immediately or no later than until **31st May 2011 by 12 a.m. local standard time at the Company's address**, provided that the request has been sent in due time. There will be no meeting with the tenderers.

Respectfully yours,

Krešo Šavrič, Board Member

mag. Tomaž Kuntarič, Chairman of the Board

GENERAL PROVISIONS

Structure and list of tender documents

The tender dossier is composed of three (3) parts, namely:

- invitation to submit a tender;
- tender dossier without the information on the contracting entity;
- information on the contracting entity; not publicly published; in writing and available to the tenderer's representatives authorised for personal collection with the contracting entity.

Manner of execution of the public contract

The contracting entity shall award the public contract as a whole. The tenderer should be able to provide all the tendered types of services (partial bids are not allowed).

Insurance broker

This tender/preparation of the tender dossier also includes participation of the insurance broker ADVISIO, zavarovalno posredovanje, d.o.o., Rožna dolina C. II 24A, Ljubljana.

The insurance broker shall operate in accordance with the Insurance Act (Zzavar - Official Gazette of the Republic of Slovenia, no. 12/2000 and others) and for the account of the contracting entity, whereby the payment of its services shall be included in the administrative part of the premium as subject of a subsequent agreement between the insurance broker and the awarded tenderer/insurance company.

Basic rules of operations

Tenderers shall be allowed to communicate with the contracting entity in writing only. The contact person is stated in the tender dossier preceding the invitation to submit a tender. During the time from publication up to the conclusion of the contract, the tenderer shall not be allowed to commence or perform any action that would determine the award of a particular bid in advance. During the time from the selection of a tender up to the effective date of the contract, the tenderer is not allowed to perform any action that would prevent the contract from stepping into force or from being implemented.

A tender shall be drawn up by the tenderer inscribing the required information in the forms representing an integral part of the tender dossier or individual parts thereof. **A tender should contain signed forms enclosed to the tender dossier or signed forms that are identical as to the content and form but drawn up by the tenderer.** It is requested that all documents and appendices be enclosed to the tender so as to make it impossible to include, remove or replace them in the tender subsequently without harming the pages, and to keep the supporting documents in separate files enabling to view the entire document even if it contains more than one page (enabled browsing).

Language

The public contract procedure shall be executed in the Slovene language. A tenderer may use technical expressions already established in a foreign language but only in the technical part of the tender and only under the condition that foreign expressions are correctly translated into Slovenian. In the event of uncertainty or controversy in the understanding of any part or whole of the tender documentation or the insurance policy, the language more favourable to the insured shall prevail.

Multi-optional bids

Multi-optional bids shall not be allowed. Non-fulfilment of this requirement shall be sanctioned by **eliminating the tenderer from the public contract procedure**.

Allowed supplementations, calculation errors

In case the tender is established to be formally incomplete, it may be supplemented. However, upon expiry of the tender submission deadline, the tenderer must be able to meet the contracting entity's substantial requirement which must be, at least in some part, evident from the tender documentation. If the tenderer fails to supplement the tender with facts that cannot be verified by the contracting entity within the deadline set by the contracting entity, such bid shall be deemed **eliminated**.

It is not allowed to change the price or the tender within the criteria or any other part of the tender that could cause a different classification as to other bids received during the procedure. The contracting entity will enable the tenderers to remedy calculation errors within a scope allowed by law (this applies exclusively to correcting errors occurred in calculation operations).

Costs of the tender

The tenderer shall bear all costs related to the preparation and submission of the tender.

Payment terms

The contracting entity – person seeking insurance shall pay the premium within 60 days from insurance policy inception date.

SPECIAL PROVISIONS

Price (Premium)

The price must be expressed in accordance with the requirements stated in the technical part of the tender dossier, and to be fixed and expressed in EUR (€), and not to include tax on insurance services. Tax on insurance services must be presented separately, pursuant to the form of a tender pro-forma. The price in the tender must cover all costs that the tenderer shall experience in the realisation of the public contract. Any eventual discounts must already be included in the final bid price.

Should the tender include extraordinarily low prices for the given contract, the contracting entity shall, before turning the tender down, request a written detailed substantiation of all the prices it considers to be applicable and shall verify them with respect to the received substantiations.

The price must include:

- Service of directors and officers liability insurance policy of the Company,
- Any other eventual costs.

The contracting entity shall not allow the awarded tenderer to charge any additional amounts, which the tenderer explicitly and unconditionally agrees to by signing the statement on acceptance of conditions of this public contract procedure.

Criteria

The contracting entity shall award the best bid based on one sole criterion, the lowest offered annual insurance premium.

The price in the tender is fixed and must be expressed in euros. The price must include all costs and discounts (and any other eventual taxes).

In case there are two or more tenderers who provide the same lowest price, the tenderer with the best credit rating S&P shall be awarded, or should that also be the same, by drawing lots.

Tender assessment

The committee shall assess the tenders by considering the said criteria. Pursuant to Article 80 of ZJN-2, the contracting entity shall reserve the right not to award any of the tenders.

Validity of the tender offers and additional requirements of the contracting entity

The tender offers must be valid until 1st August 2011

Contract

The tenderer must submit a sample of the insurance contract (policy wording), including all insurance conditions and eventual endorsements to the policy wording, initial each page and affix its signature and stamp to the contract sample, and submit it within the scope of chapter "contract" and shall therefore confirm to agree with the contract sample. The awarded tenderer shall receive a contract to sign, including all insurance conditions and eventual endorsements to conditions containing the same content as the ones from the sample. The contracting entity shall not allow the tenderer to change any of the contractual provisions, except where a material change in the risk would occur between the tenderer selection procedure and the date of concluding the insurance contract. A material change in the risk shall only be considered a notification to the contracting entity of a claim or occurrence of a circumstance which may reasonably give rise to a claim.

If the tenderer fails to return the signed contract within 8 (eight) days, it shall be considered to have resigned from the tender. The contracting entity shall in such case charge the damage it incurred due to the awarded tenderer's non-fulfilment of contractual obligations or its resignation from the contract.

Contracting entity's reservations

The contracting entity shall reserve the right to decide on the award of a tender and shall not be obliged to award any of the tenders. The tenderers shall participate in the tender at their own costs and risk. The contracting entity shall not be held liable for any damage a tenderer may incur by not being awarded the contract.

Data protection

The contracting entity shall protect all data in accordance with provisions of laws regulating public tenders, and shall ensure to handle all data, labelled as confidential by the tenderer

pursuant to the law on business companies, as business secret. Tenderers' names and submitted bids shall be considered business secret until the tender opening deadline.

If the tenderer labels any part of the tender as business secret, the contracting entity shall consider it accordingly in case of a request for review into the tender dossier, pursuant to Article 22 of ZJN-2.

Final provisions

Apart from other provisions, contractual provisions shall also apply, whereby in case of doubt individual provisions shall be considered in accordance with articles of the Public Procurement Act (ZJN-2), Auditing of Public Procurement Procedures Act (ZRJN, Official Gazette of the Republic of Slovenia, no. 94-07-official consolidated text 5, hereinafter also referred to as ZRJN) and Code of Obligations (Official Gazette of the Republic of Slovenia, no. 97-07- official consolidated text 1).

Legal protection

Pursuant to the Auditing of Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia, no. 94-07-official consolidated text 5), a request for audit may be lodged by any person who has or has had interest in the award of the contract, and who is able to prove to have incurred damages due to the contracting entity's conduct stated in the request for audit as a violation of the contracting entity during the procedure of awarding a public contract.

Upon lodging a request, the applicant must pay a fee in the amount of EUR 2,500.00 to the bank account with the Ministry of Finance, no. 01100-1000358802 – implementation of the budget of the Republic of Slovenia, pursuant to Article 22 of the Auditing of Public Procurement Procedures Act, ref. 11 16110-7111290-000...(«three-digit number NMV»)11.

The tenderer may lodge a request for audit against the notification on the award of the contract within ten days upon receipt of the notification on the award of the contract. The request for audit must be submitted in two copies with the contracting entity. The applicant shall use one copy of the request for audit to notify the Ministry of Finance, Public Procurement and Concessions Division. A request for audit shall be sent to the contracting entity via registered mail with confirmation of receipt or in an electronic form certified with a qualified certificate.

CONDITIONS FOR PARTICIPATION

Each fulfilled condition must be supported by a statement. Bids that fail to fulfil (support) the following conditions, shall be **e l i m i n a t e d** from the procedure.

Pursuant to Article 35 of the Public Sector Integrity Act (Official Gazette of the Republic of Slovenia, no. 45/2010), a tenderer must not be an entity whose officer performs a function

with the contracting entity or is its family member, member of its management or is directly or through other legal entities involved in more than 5 % of founding rights, management or capital.

Identification information on the contracting entity

A tenderer must submit identification and basic registration information.

SUPPORTING DOCUMENT:

- Information on the tenderer (completed, signed and stamped FORM 1).

Compliance of the tender with the specifications

A tenderer must submit a bit price in accordance with the tender dossier.

SUPPORTING DOCUMENT:

- Tender (completed, signed and stamped FORM 2).

Acceptance of tender conditions and credibility of information in the tender documentation

A tenderer must accept all tender conditions and ensure credibility or truthfulness of all information stated in the tender documentation.

SUPPORTING DOCUMENT:

- Statement of the tenderer on acceptance of tender conditions (completed, signed and stamped FORM 3).

Police clearance of the tenderer and its lawful representatives

SUPPORTING DOCUMENT:

- Statement on fulfilment of conditions of basic abilities of the tenderer (completed, signed and stamped FORM 4).

Acceptance of contractual obligations

A tenderer must submit a sample of the insurance contract, including all insurance conditions and eventual annexes to conditions, initial each page, and sign and stamp the insurance contract sample, and submit it within the scope of chapter "contract" and thus confirm to agree with the contract sample. The awarded tenderer shall receive a contract to sign, including all insurance conditions and eventual annexes to conditions, containing the same content as the contract sample. The contracting entity shall not allow the awarded tenderer to change any of the contractual provisions, except where a material change in the risk would

occur during the tenderer selection procedure and the date of concluding the insurance contract. A material change in the risk shall only be considered a notification to the contracting entity of a claim or occurrence of a circumstance which may reasonably give rise to a claim.

If the tenderer fails to return the signed contract within 8 (eight) days, it shall be considered to have resigned from the tender. The contracting entity shall in such case charge the damage it incurred due to the awarded tenderer's non-fulfilment of contractual obligations or its resignation from the contract.

SUPPORTING DOCUMENT:

- Tenderer's submission of a contract sample (initialled on each page, signed and stamped).

A tenderer is not obliged to accept a contractual obligation only in the event of a material change in the risk occurred during tenderer selection procedure and the date of concluding the insurance contract. A material change in the risk shall only be considered a notification to the contracting entity of a claim or occurrence of a circumstance which may reasonably give rise to a claim.

DESCRIPTION OF PUBLIC TENDER – TECHNICAL SPECIFICATION

Subject matter of this public tender

Subject matter of this public tender is Directors and Officers Liability Insurance of Slovenska odškodninska družba, d.d. its board of directors, its supervisory board and all other employees of the Company.

Public tender is submitted for a period of one year (12 months)

Technical specification / requirements of the contracting entity

General technical requirements / Specification of technical requirements

The contracting entity has prepared a minimum insurance technical documentation requirement, which must be adhered by the tenderers when preparing the tender offer. General conditions and eventual endorsements required by the insurers are only valid, if these are not contrast with the insurance technical specification below and equally with the entire public tender documentation.

Specification of coverage requirements

1. Policyholder

Slovenska odškodninska družba, d.d.

No coverage for subsidiaries; other than coverage for claims arising out of, attributable to or in any way connected to subsidiaries, against the Insured in their capacity as Insured, including their positions in the subsidiary companies or against the entity for claims arising out of, attributable to or in any way connected to subsidiaries.

2. Insuring agreements

- a) Non-indemnifiable Loss (Side A)
- b) Corporate Reimbursement (Side B)
- c) Securities Entity Claims coverage (Side C)

3. Limit of Liability

EUR 10.000.000,00 each and every claim and in the annual aggregate

4. Deductibles

- a) Non-indemnifiable claims / Side A (Worldwide): NIL
- b) Corporate Reimbursement / Side B (Worldwide): NIL
- c) Securities Entity Claims / Side C: EUR10.000 each and every claim

5. Policy Period

- a) 12 months from the policy Inception date, to be advised after a possible successful election of a tenderer / insurer
- b) Retroactive coverage: unlimited
- c) Prior and pending litigation date: Inception date of this policy

6. Policy trigger

Coverage is required for claims first made against the Insured in the policy period for all claims that are not specifically excluded.

7. Critical coverage requirements

- a) Coverage in respect of any (regardless of the way the claim is brought) demand for damages against the Insured; full limit of liability
- b) Coverage for any civil, criminal, arbitral or mediation proceeding; full policy limit
- c) Coverage for any regulatory or administration proceeding; full policy limit
- d) Coverage for costs in respect of extradition proceeding; full policy limit
- e) Coverage for insured persons in respect of employment related wrongful acts; full policy limit
- f) Coverage for securities claims against Insured; full policy limit
- g) Coverage for defence costs; full policy limit
- h) Coverage for legal representation expenses in a formal investigation; full policy limit
- i) 5 years or longer extended reporting period for retired/former directors or employees of the Company, whose office in the Company ceased voluntarily prior to the end of the expiry of the policy period; in the event of non-renewal of this policy; full policy limit
- j) Coverage for defence costs in respect of corporate manslaughter; full policy limit
- k) Coverage for loss mitigation expenses
- l) Coverage for emergency defence costs where insurers prior consent cannot be reasonably obtained
- m) Coverage for insured in the event of a claim for a wrongful act arising out of or attributable to or in any way connected to new subsidiaries with auto acquisitions threshold 10% of total consolidated assets of the Company; full policy limit
- n) Coverage for the premium paid for insurance instruments for appeal, bail or similar bonds; full policy limit
- o) Coverage for outside entity positions, including positions in Financial Institutions.; full policy limit without limitations, other than position in US registered companies or any companies that has its securities traded in the US; full policy limit
- p) Coverage for civil fines and penalties where insurable by the laws of Slovenia (or if different under the laws of the Company's domicile); full policy limit
- q) Coverage for Shareholder derivative costs
- r) Coverage for any securities offering outside US, other than IPO; full policy limit
- s) Additional Side A excess limit; EUR1m in the aggregate
- t) Avoidance waiver extension in the event of innocent or negligent non-disclosure/misrepresentation (except with respect to Side C coverage), or for any fraudulent misrepresentation or fraudulent non-disclosure where established by final non-appealable adjudication or any formal written admission by or on the behalf of any Insured.
- u) Coverage for travel and accommodation expenses in connection with any claim; full policy limit
- v) Order of payments clause in the following order:
 1. Side A
 2. Side B
 3. Side C

8. Exclusions

The Insurer shall not be liable under this Policy for Loss in the following points:

1) Dishonesty / Personal Profit

Incurred by or on behalf of an Insured arising from or attributable to:

- (a) his deliberately dishonest or deliberately fraudulent acts or omissions; or
- (b) his deliberately unlawful profit or financial advantage (or that gained by an entity in which he has a financial interest);

Provided that this exclusion shall apply only if it is established through: a final non-appealable judgment; or any other final non-appealable adjudication; or any written admission by such Insured, that the relevant conduct occurred.

Up to that point, the Insurer shall advance Defence Costs to such Insured. After that point, such Insured shall repay any such advance payments.

2) Prior and Pending Claims

Arising from or attributable to:

- (a) the matters underlying any legal or regulatory proceedings or official investigations involving: the Company, or an Outside Entity; or an Insured, commenced before the Prior and Pending Litigation Date, except to the extent that such matters were disclosed in the Proposal and are noted in an endorsement as being carved out from this exclusion; or
- (b) any circumstance or Claim or Wrongful Act of which notice has been given under any policy existing or expired before or on the inception date of this Policy.

3) Trustees

Arising from an Insured's capacity as trustee or administrator of any pension, profit sharing, health, welfare or any other employee benefit programme established by the Policyholder.

4) Claims by the Company or Outside Entity brought in the US

arising from or attributable to any US Claim that is brought by the Company or Outside Entity against an Insured Person, although this exclusion shall not apply to:

- (a) Defence Costs; or
- (b) a derivative action brought in the name of the Company, initiated by a shareholder provided it is not brought with the voluntary (as opposed to legally required) active assistance, active intervention or active solicitation on the part of the Company or Outside Entity; or

- (c) a US Claim brought or maintained by a trustee in bankruptcy or equivalent for the Company; or
- (d) a US Claim for a contribution or an indemnity in relation to a separate claim brought by a third party, provided this third party claim is not brought with the active assistance, active intervention or active solicitation on the part of the Company or Outside Entity.

5) Specific matters exclusion

the Insurer shall not be liable to pay Loss or Legal Representation Expenses in connection with any Claim or Formal Investigation based on or arising from or in anyway attributable to claims or circumstances referred to in the proposal form, signed and dated 12th May 2011.

Should tenderers include any other additional exclusions in their tender offers, the tender offer will be deemed invalid.

9) Insured means any natural person who, by the date of Policy inception, has been, is or who, during the Policy Period becomes:

- (a) Director; or
- (b) an Outside Entity Director or Officer; or
- (c) an employee of the Company
- (d) the lawful spouse (which will include same sex relationship civil partnerships that are recognised by law in the parties' country of domicile) of any Insured Person, but only in relation to enforcement proceedings brought against joint property held or owned by or on behalf of the spouse following a judgment against the Insured Person for a Wrongful Act. There is no cover for any Claim that alleges a Wrongful Act by the spouse; or
- (e) the legal representatives, heirs, assigns or estates of the above mentioned in the event of the death, incapacity, insolvency or bankruptcy of any person defined in (a) - (c) above. There is no cover for any Claim that alleges a Wrongful Act by the legal representatives, heirs, assigns or estate.

In the event of Securities Entity Coverage, Company is deemed to be an Insured.

In the interest of clarity, the following definitions should be included within the policy wording:

1. **Director** means any natural person who is or has been a director or board member or supervisory board member or officer of the Company.
2. **Outside Entity Director or Officer** means a Director or employee who at the request of the Company becomes a director, member of the board of directors or member of the supervisory board or officer of an Outside Entity.

3. Outside Entity means:

- (a) any tax exempt, non-profit organization, trade association or registered charity;
or
- (b) any company in which the Policyholder directly or indirectly holds any of the issued share capital.

However, in no event shall Outside Entity mean an entity that has its securities publicly traded in the US unless the Insurer agrees in writing otherwise.

4. Company means Slovenska odškodninska družba, d.d.

10) Extended Reporting Period

The policy must include 5 year optional extended reporting period

11) Geographical scope of coverage

Worldwide, including US

12) Claims notification conditions

The Insured shall give the Insurer written notice of any Claim or Formal Investigation as soon as practicable, but no later than 60 days after expiry of the Policy Period.

Where a circumstance that might reasonably be expected to give rise to a Claim or Formal Investigation is notified during the Policy Period any subsequent Claim or Formal Investigation arising out of such circumstance shall be deemed to have been made during the Policy Period.

13) Disputes resolution in governing law

Law and jurisdiction: Slovenia and Slovenian Law

Arbitration: Any dispute which arises out of or in connection with this Policy, including any question regarding its existence, validity or termination, that cannot be resolved by agreement between them shall be referred to and finally resolved by arbitration under the Rules of the Permanent Court of Arbitration attached to the Chamber of Commerce and Industry of Slovenia (PCACCIS), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The parties to the arbitration shall each nominate one arbitrator, who shall in turn jointly nominate a third. Failing agreement on nomination of the third arbitrator such nomination shall be made by the president of the PCACCIS. The place of arbitration shall be Ljubljana, Slovenia. The language to be used in the arbitral proceedings shall be Slovenian. The governing law of the Policy shall be the substantive law of Slovenia.

14) Subrogation

The Insurer will not exercise its rights of subrogation against an Insured Person in connection with a Claim, unless it is established through final (non appealable) adjudication or written admission relating to dishonesty, personal profit or criminal wrongful acts and claim applies to the Insured Person

15) Policy issuance

All cover notes, insurance policy and any applicable endorsements, must be issued in Slovenian language as a minimum requirement

16) Validity of terms

Until 1st August 2011

Details of the contracting entity

Interested parties may collect the details of the contracting entity every business day between 9 a.m. and 3 p.m. at the registered office of Slovenska odškodninska družba, d.d., Mala ulica 5, 1000 Ljubljana, namely based on a written request sent to jaka.vrhovsek@so-druzba.si, and subject to mandatory presentation of due power of attorney for personal collection. Said details will be available until the final date for submission of tenders. Interested parties shall treat and handle all received information as confidential, pursuant to regulations governing data protection.

Appendices

Form 1

Tenderer:

Contracting entity:

Tenderer's details

Based on the public tender published on the Portal of Public Tenders on _____ ,

Under reference no. NMV....., subject » _____«,
we are hereby applying for said tender and duly enclose the tender dossier pursuant to the
instruction on drafting said tender.

Data on business entity

Company name:

Legal representative:

Tax ID number:

Bank account no.:

Registration no.:

Address:

Telephone no.:

Fax no.:

E-mail for notification of tenderer:

Tenderer's contact person:

Person authorised to sign public contract:

Date:

Tenderer's stamp and
signature:

Form 2 TENDERED PRICE – pro-forma invoice

Tenderer:

(company name and address)

Subject of public tender: *Directors and Officers Liability Insurance of Slovenska odškodninska družba d.d., its directors, board members, supervisory board members and all employees of the Company (published on the portal together with the date of publication and reference number of the public tender).*

Tendered value of the annual premium for *Directors & Officers Liability Insurance for Slovenska odškodninska družba, d.d., including discounts in EUR and including tax on insurance services (considering all the technical demands made by the contracting entity):*

Price excluding tax on insurance services

Tax on insurance services

Price including tax on insurance services

Eventual discount _____

Final price including discount and tax on insurance services

Informative premium allocation (excluding insurance premium tax) by the individual insuring agreements, in percentage of insurance premium:

Non-indemnifiable claims / Side A: %

Corporate reimbursement / Side B: %

Securities Entity Claims / Side C: %

PAYMENT DEADLINE: The premium shall be payable within 60 days of policy Inception date.

Place and date: Stamp and signature:

Form 3 – TENDERER’S STATEMENT OF ACCEPTANCE OF TERMS OF TENDER

Tenderer:

(company name and address)

Tender no.:

(tenderer’s reference no.)

We hereby state that we accept all terms and demands set forth in the tender dossier for submission of public tender for Directors and Officers Liability Insurance.

We hereby state as follows:

- That we are aware of the contents of the tender dossier for said tender, including general and special terms thereof, and that we agree with said terms in full,
- That we have not modified any provisions of the tender dossier for said tender, excluding data required to be filled in by the tenderer,
- That we are fully aware of the scope and complexity of the public tender and that we are fit and capable of making good on our tender,
- That all data included in our tender our true and not misleading, and that all copies of documents, which the tender dossier allows, correspond to their original copies,
- That we dispose with the professional staff and equipment that allows us to render quality of service with regard to the subject of the public tender,
- That we are registered with the competent court for the undertaking that constitutes the subject of the public tender,
- That we will not assign the awarded public contract to any other contractor or subcontractor without the contracting entity’s due consent,
- That we are providing a 60-day payment deadline, which shall be effective once the relevant insurance policy is concluded,
- That, if chosen to enter into the public contract, we will be able to quote the contracting entity as a reference, subject to prior written consent of the latter,

We are aware of the fact that the contracting entity may exclude our tender from the selection process if the data found in our tender should turn out to be false or misleading, if the tender arrives late, if it is not marked as required in the instructions, incorrect, unsuitable, unacceptable or in other cases as set forth under the Public Procurement Act and the tender dossier.

We hereby assume complete liability for any data provided by us, including their truthfulness and suitability.

Place and date: _____ Stamp: Responsible person:

Form 4 - STATEMENT OF TENDERER'S COMPLIANCE WITH FIT AND PROPER TERMS

Tenderer: _____

(company name and address)

Subject of public tender:

We hereby state that we meet the following terms under criminal and material liability (circle as appropriate):

No.	TERMS		
1.	We have a valid licence to perform tendered services.	YES	NO
2.	We have a licence from the competent authority to render services that constitute the subject of the public tender, if such licence is required.	YES	NO
3.	Neither we as a company or our competent officer has not been subject to a final conviction due to criminal activity as set forth under Article of the Public Procurement Act (ZJN-2) or meet terms as set forth under the second indent of Paragraph 4, Article 42 of ZJN-2, which would force the contracting entity to exclude the respective tenderer's offer from the selection process. *	YES	NO
4.	We have not been sanctioned pursuant to Article 15a of the Liability of Legal Persons for Criminal Offences Act (ZOPOKD; Official Gazette of the Republic of Slovenia no. 98/2004-UPB1, no. 65/2008)**	YES	NO
5.	We have paid all due liabilities to our subcontractors in previous public procurement procedures in the Republic of Slovenia (Paragraph 6, Article 44 of ZJN-2).***	YES	NO
6.	We are not subject to compulsory settlement, bankruptcy or liquidation proceedings, or any other proceedings whose consequence or purpose would be winding up of our operations; that our operations are not under administration: or that we are not subject to any proceedings that would be similar to said proceedings pursuant to the legislation of the country we are registered in.	YES	NO
7.	We have settled all due taxes, contributions and other mandatory dues pursuant to the regulations of the country where we are registered, or the provisions of the Republic of Slovenia as the domestic country of the contracting entity.	YES	NO
8.	We are financially stable and have capacity to contract.	YES	NO
9.	We dispose with adequate technical capacity and staff to make good on the public tender.	YES	NO

The stated details are true and we are prepared to prove as such by furnishing due evidence if required to do so by the contracting entity.

We hereby also state that we fully agree with and accept the terms of tender as set forth by the contracting entity.

Place and date: _____ Stamp: Responsible person:

*

Article 42 of ZJN-2
(candidates or tenderers demonstrating that they are fit and proper)

(1) The contracting entity shall eliminate any candidate or tenderer who is not deemed to be fit and proper for the public tender procedure following verification of the respective business entity or its legal representative, namely whether they have been subject to a final conviction for any of the following criminal actions, which are defined in the Criminal Code (Official Gazette of the Republic of Slovenia no. 55/08, 66/08 – amend. And 39/09, hereinafter referred to as the Criminal Code):

- association in a criminal syndicate,
- accepting bribes in elections (applicable to individuals), unsanctioned acceptance of gifts, giving gifts, taking bribes (applicable to individuals), giving bribes, accepting gifts or giving gifts in return for illegal intermediation,
- fraud, commercial fraud, deceit in obtaining loans or concealing financial liabilities,
- money laundering.

(2) The contracting entity shall eliminate any candidate or tenderer who is not deemed to be fit and proper for the public tender procedure following verification of the respective business entity or its legal representative, , namely whether they have been subject to a final conviction for fraud against the financial interest of the EC in the sense of Article 1 of the Convention on the Protection of Financial Interests of the European Community.

(3) The contracting entity shall eliminate any candidate or tenderer from the public tender procedure if the latter is included on the register of tenderers with negative references as set forth under Article 77a hereof or Article 81a of ZJNVETPS as of the deadline for submitting due tenders.

(4) The contracting entity shall eliminate any candidate or tenderer from the public tender procedure if:

- the tenderer is subject to bankruptcy proceedings;
- if a member of its management or supervisory bodies or a representative has had an interest of over 25% in an entity that was subject to said proceedings or served as a member of the management or supervisory board of such entities at any time in the last two years prior to the deadline for submission of respective tender;
- the tenderer has outstanding due liabilities in relation to payment of contributions for social security in line with statutory provisions of the country it is registered in, or provisions of the country of the contracting entity as of the deadline for submission of tenders;
- the tenderer has outstanding due liabilities relating to payment of taxes pursuant to statutory provisions of the country it is registered in, or provisions of the country of the contracting entity as of the deadline for submission of tenders.

(5) The tenderer shall demonstrate that it meets due terms from paragraphs 1 and 2 hereinabove by providing evidence from official records. Pursuant to Paragraph 6 hereinabove, the tenderer may provide a reference to the relevant register and state authority, local community or public authority in lieu of the actual evidence, whereby the contracting entity may verify the data itself. If there is reasonable doubt on whether the candidate or tenderer from under paragraphs 1 and 2 hereinabove are fit and proper, the contracting entity may ask the competent authorities for any data that would demonstrate the respective candidate or tenderer is fit and proper pursuant to paragraphs 1 and 2 hereinabove. If the candidate or tenderer is not registered in the Republic of Slovenia, the contracting entity may ask the competent authorities in the resident country to provide the relevant data. Information that the contracting entity requires shall refer to legal entities and private individuals and any other persons who hold due power of attorney for representation, decision-making or control over the respective candidate or tenderer.

(6) The contracting entity may eliminate the respective candidate or tenderer from the public procurement procedure if:

- a) They are subject to a motion for initiation of liquidation or bankruptcy proceedings or compulsory settlement proceedings, or are already subject to compulsory settlement or winding up proceedings or if their operations are under administration of a court for any other reason, or if it has ceased to operate or is in any similar position;
- b) They have been subject to a final sentence relating to their professional conduct in any country;
- c) the contracting entity can prove material professional error or material breach of professional rules of conduct on any justified grounds;
- d) they have intentionally provided misleading explanations or failed to provide due information when providing information required under the provisions of Articles 41 to 49 of this Act.

(7) When the tenderer intends to use a subcontractor in making good on a public tender, the terms set forth under Paragraph 4 hereinabove shall also apply to the respective subcontractor.

(8) If the country where the candidate or tenderer is registered in does not issue said documents, the contracting entity may also accept an affidavit from the respective candidate or tenderer in lieu of such document of proof. In case of tenders whose value is equal to or exceeds the value from under Paragraph 1 of Article 12 hereof, said statement shall be given in front of judicial or administrative authorities, notaries or competent authorities of professional or commercial entities in the country where the respective candidate or tenderer is registered in.

(9) The government shall inform the Commission which state bodies and other entities are competent to issue the proof as set forth in the previous paragraph on the proposal of the finance ministry, drafted based on information provided by the justice ministry, the Tax Administration of the Republic of Slovenia, the Customs Administration of the Republic of Slovenia and other authorities commissioned to maintain relevant public records.

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Prohibition of participation in public procurement procedures
Article 15a of ZOPOKD

(1) The court may sanction an entity by prohibiting it from entering public procurement procedures from three to ten years for criminal actions from Section 24 and under Articles 260 and 262 to 264, including Section 26 of the Criminal Code.

(2) The contracting entity shall eliminate any candidate or tenderer from a public procurement procedure, if the legal entity applying for the tender has been sanctioned under this article.

Article 44, Paragraph 6 of ZJN-2

(6) The tenderer shall provide a statement of having paid all due liabilities to subcontractors in previous public procurement procedures.

IMPORTANT NOTICE: IN THE EVENT OF INDISTINCTNESSES OR CONTRADICTIONS WITH REGARD TO THE INTERPRETATIONS OF THIS PUBLIC TENDER DOCUMENT, THE SLOVENIAN LANGUAGE VERSION SHALL PREVAIL.