

Public contract number: JN 291/2018

• Date: 21.08.2018

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Subject of public contract **PURCHASE OF 10 pcs APS PUSH PLATES**

Procedure for awarding the public contract: **Negotiated procedure without a prior publication of a notice**

## I. INVITATION TO TENDER AND INSTRUCTIONS ON THE PREPARATION OF THE TENDER

### 1 BASIC INFORMATION ON THE CONTRACT

#### 1.1 INFORMATION ON THE CONTRACTING ENTITY AND PROCEDURE

Contracting entity:	<b>Luka Koper, d.d.</b> <b>Vojkovo nabrežje 38</b> <b>6501 Koper</b>
Public contract number:	JN 291/2018
Subject of the public contract:	Purchase of 10 pcs APS push plates
Procedure	Negotiated procedure without a prior publication of a notice
Basis (Article) pursuant to the Public Procurement Act (ZJN-3):	Point b) of the third paragraph of Article 46
Justification negotiated procedure without prior publication of a notice:	<p>Customer has at the moment established a system of ten charging points for supplying electrified rubber tyre gantry cranes (hereinafter: e-RTG cranes). Due to the growth of traffic, the expansion of the terminal and the increase in the area of electrification of the terminal, there was a need for the purchase of additional, identical connection points of the existing type for the needs for supplying e-RTG cranes in order to increase the existing capacities of the single system. The client needs is to install the control system of the all APS connection points to be followed by a single control system. The reason for choosing the same APS connection points of the same supplier is that there is a single system of connection points, whereby the invited supplier is the only producer of these types of connection points. Another reason is also the competence of the maintenance staff and, consequently, faster troubleshooting, less spare parts on stock, compatibility of spare parts and unification of control systems.</p> <p>In accordance with the above mentioned, the Contracting Entity may use the negotiated procedure without prior publication of a notice in compliance with the provision b) of the third paragraph of Article 46 of the Public Procurement Act (Official Gazette of the Republic of Slovenia RS, No. 91/2015; hereinafter ZJN-3), which provides that "<i>for additional supplies of goods from the original supplier intended to partly compensate for goods or installations or to increase the volume of existing goods or installations if the contracting authority ought to have purchased goods with different technical characteristics for the purpose of replacing a supplier which would lead to incompatibility or disproportionate technical difficulties between operation and maintenance</i>".</p>

#### 1.2 SUBJECT OF THE PUBLIC CONTRACT

Type:	Goods
Subject of the contract:	The subject of the order is the supply of 10 pcs APS push plates and transport to Luka Koper (DAT Luka Koper). The subject of the public contract is described in more detail in the technical description.

	<p>The equipment, as stated in the technical description, must include all the associated equipment certificates, the declaration of conformity of the equipment - the CE certificate in the Slovenian language, the instructions for operation and maintenance, and safe work (in the Slovenian and English language and labels on the equipment), a spare parts catalog, technical description, warranty statement, general assembly drawing, workshop drawings of assemblies and sub-assemblies, electro schemes all 4x in physical form and other certificates of suitability of equipment and technical documentation, namely 3x in physical form and complete set of documentation 1x in electronic form.</p> <p>The offered equipment is required for a minimum of 12 months of a general guarantee from a successful acceptance and the subsequent provision of maintenance assistance.</p> <p>The tenderer must be technically able to carry out the contract no later than the deadline set by the contracting authority.</p> <p>The tenderer must ensure the availability of the service and provision of spare parts for at least 10 years after the goods are taken over.</p> <p>The contracting authority will exclude from the public procurement procedure an economic operator who did not guarantee that all elements will be certified with the CE marking and in accordance with all Slovenian legislation and directives.</p>
Time limit:	Maximum 5 months from signing the contract

### 1.3 DOCUMENTATION IN RELATION TO THE AWARD OF THE PUBLIC CONTRACT

The documentation in relation to the award of the public contract consists of:

- instructions to the tenderers with pertaining forms;
- ESPD (database XML);
- the technical specification and the technical description;
- constituent part of the documentation in relation to the award of the public contract are also all eventual amendments, supplements, adjustments of the documentation and further clarifications.

Contact data for further clarifications	<p>Tenderers may forward questions at the contracting entity to the email address: <a href="mailto:danjel.zobec@luka-kp.si">danjel.zobec@luka-kp.si</a>.</p> <p>The contracting entity will not reply to questions which will not be transmitted in the above said manner.</p>
Visit of the site:	It is not required, but possible after a prior agreement.

### 1.4 SUBMISSION AND PUBLIC OPENING

#### Submission of tenders

Time limit for the receipt of tenders:	<b>Friday, November 30, 2018, till 12:00 a.m. – local time (CEP+1)</b> Tenderers shall be informed about the eventual modifications by email on the address defined by the tenderer after the receipt of the tender documents.
submission of tender:	<a href="http://www.eponudbe.si">www.eponudbe.si</a> when publishing this public contract
Changes and withdrawal of tenders:	Tenderers may change or withdraw their bids by the deadline for receipt of tenders. Withdrawal of the offer can be performed on the ePonudbe.si portal in the provider profile that has submitted the bid to the system, when the bid is submitted, with the optional statement of the reason for the withdrawal, and the change of bid is performed within the same system by first withdrawing the already submitted bid, then before the deadline for the receipt of tenders, a new tender is submitted.
<b>Public opening of tenders</b>	
Time	<b>Friday, November 30, 2018 at 12:01 a.m. – local time (CEP+1)</b>
Location	<a href="http://www.eponudbe.si">www.eponudbe.si</a> when publishing this public contract

**We invite you to submit your tender.**

**LUKA KOPER, d.d.**  
**Chairman of the Commission for the award of public contracts**  
**Robert Rožac**

## 2 INSTRUCTIONS TO THE TENDERERS

The procedure of the award of the subject procurement is implemented on the basis of the Public Procurement Act (ZJN-3) and the by-laws, governing the public contracts and in compliance with the applicable legislation, which is the subject of the public contract. The Instructions to the Tenderers determine the rules of operation governing the contracting entity and tenderers in the negotiated procedure with prior publication of a notice as to the elaboration and submission of a tender.

### 2.1 Method of contract financing

Works implemented under the public contract shall be financed by the contracting entity Luka Koper, d.d.

The payment terms are reflected in the attached contract draft.

### 2.2 Amendments and clarifications of contract documents

The contracting authority reserves the right to partially amend or supplement the tender documentation and, if necessary, extend the time limit for the submission of tenders. Amendments and additions are an integral part of the tender documentation.

### 2.3 Confidentiality

The contracting entity shall provide for protection of data, which by virtue of provisions laid down by law, governing the protection of personal data, confidential data or companies, are deemed as personal or confidential data or trade secret in accordance with Article 35 of the Public Procurement Act (ZJN-3).

If the tender contains all data, which tenderer considers as trade secret, the tenderer must attach to the tender an appropriate resolution on data considered as trade secret, and whereof it shall clearly result which data and in which single segments shall be deemed trade secret, in compliance with the provision of Article 35 of the Public Procurement Act (ZJN-3) and other provisions of the sectoral law (Companies Act and similar).

If the tender is submitted by a group of tenderers, the request for the submission of the resolution as per previous paragraph shall apply for each single tenderer, in case that the information in the tender in relation to a single tenderer, is deemed as trade secret.

The tenderer must mark the information considered as trade secret yet in the tender, subsequent marking shall not be possible. If on each side the trade secret is deemed only a defined information, this must be explicitly marked.

### 2.4 Forms of cooperation of economic operators in the submission of tenders

As tenderer in this public procurement procedure may compete any legal and natural person, registered for the activity which is the subject of this contract and has all required licences for the execution of this public contract.

Individual tender	An individual tender is a tender submitted by a single economic operator (single economic operator), which alone fulfils all tender conditions and requirements and alone with its knowledge and ensured capacities entirely undertakes the execution of the contract.
Tender involving subcontractors	A tender involving subcontractors is a tender where the main tenderer participates jointly with subcontractors. The subcontractor is economic operator, which is legal or natural person, and performs a service which is directly related to the subject of the public procurement for the tenderer with which the contracting entity under this Act concluded a public contract. The main contractor is fully responsible for the implementation of the contract and for subcontractors' work regardless of the number of subcontractors.

	<p>In the event of the execution of the public contract involving subcontractors, ALL subcontractors contact data, legal representatives and any part of the tender which shall be implemented by a single subcontractor (subject matter, quantity, value) must be indicated in the tender (FORM-2).</p> <p>In the tender, the tenderer shall be obliged to:</p> <ul style="list-style-type: none"> <li>- submit the required evidences on the prescribed forms for all subcontractors confirming the conditions of the suitability,</li> <li>- attach the subcontractor's requirement for the direct payment, if required by the subcontractor.</li> </ul> <p>When a tenderer intends to employ a subcontractor for the execution of the public contract, by which it demonstrates the suitability, also the subcontractor which participates in the execution of the public contract must fulfil the conditions set out in the documentation.</p> <p>In case of public contracts, in execution of which are involved the subcontractors, in the event the subcontractors in accordance and in a manner defined in paragraphs 2 and 3 of the Article 94 of the Public Procurement Act (ZJN-3) require direct payments, the contractor must authorise the contracting entity in the contract on the execution of a public contract to effect direct payments to subcontractors on the basis of the endorsed invoice. The subcontractor must submit the consent, on the basis of which the contracting entity shall settle the subcontractor's receivable towards the main subcontractor (assignment) instead of the main contractor. Consents of subcontractors for direct payments are annexed to the contract. Payment terms to the main contractor and its subcontractors shall be the same. The tenderer must mandatory enclose subcontractors' invoices, which were previously endorsed, to its invoice.</p> <p><u>Where a main contractor intends to perform the execution of a public contract with one or more subcontractors, he must have concluded valid contracts with the subcontractors at the conclusion of the contract with the contracting entity or in the course of its implementation.</u></p> <p>The tenderer in relation to the client is fully responsible for the execution of the received order, irrespective of the number of subcontractors that he states in his bid.</p>
Joint tender	<p>Joint tender involving several contractual partners is admissible in the public procurement.</p> <p>In the event a group of tenderers submits a joint tenderer, in tender (FORM -2) must be indicated ALL subjects, which will cooperate in this joint tender (contact data, legal representatives and each part of the tender implemented by a single tenderer – subject, quantity, value).</p> <p>In item 3.1 (Verification of suitability) of these instructions it is defined, if in the event of a joint tender each of partners shall fulfil the condition or if the condition must be fulfilled.</p> <p>The contract on the execution of the object of the public contract (partnership contract) shall be submitted by the tenderer to whom the contract is awarded. The contract defines a lead partner who will accept obligations, instructions and payments from the client in the name and on behalf of all participants, as well as the proportion and type of services provided by each partner. <u>The contract must clearly define, that all</u></p>

	<u>partners are severally liable towards the contracting entity for the entire obligation and each its part.</u>
Foreign tenderers	<p>Tenderers from foreign country shall be obliged to fulfil the same conditions as the tenderes registered in the Republic of Slovenia.</p> <p>Tenderers, not registered in the Republic of Slovenia, shall be obliged to submit the evidences of the fulfilment of conditions for the recognition of the suitability in relation to the award of the public contract, translated in English language (e.g. evidences of absence of conviction for natural persons; evidences of absence of conviction of legal persons, extract from the relevant register, such as companies register, failing this, an equivalent document, issued by a relevant judicial or administrative body in other Member- State or in domain (country) home Member State, where the economic operator is registered.</p> <p>In addition to the abovementioned, under the criminal and material liability, the tenderer may submit an affidavit that he fulfills all the conditions for the recognition of his ability. This declaration must be made to the judicial or administrative authority, to a notary or to the competent body of professional or economic operators in the country in which the economic operator is established and translated into the Slovene language.</p> <p>The Tenderer undertakes to authenticate the translations through a court-appointed translator at the client's request, which must be clearly and unambiguously written and confirmed on the translation of the document.</p> <p>The contracting authority reserves the right to request additional (real) evidence of compliance with all the required conditions.</p> <p>Communication with the contracting authority at the stage of the award of the public contract, and later in the execution of works, can be carried out in the Slovene or English language, as well as via the e-mail to be provided by the tenderers.</p>

## 2.5 Financial collaterals

### **Bid bond is not required.**

#### **2.5.1. Insurance instrument for the good and timely fulfillment of contractual obligations**

Within eight (8) working days after the signing of the contract, a financial collateral instrument (original, unconditional, irrevocable bank guarantee is redeemable at the first call made under the Uniform Rules for Guarantees on Call (EPGP) revision of 2010, issued by MTZ under No. 758, or an equivalent insurance guarantee of the insurance company) for the good and timely fulfillment of contractual obligations in the amount of 10% of the contract value with VAT, otherwise the contracting authority may withdraw from the contract without any obligation to the contractor and redeem the insurance instrument for the seriousness of the tender. The financial collateral instrument must be at least 90 days longer than the scheduled delivery date. If the time limits, quality and quantity are changed during the term of the contract, the instrument of financial collateral should be amended accordingly, or its validity must be extended, which must be at least 90 days longer than the scheduled delivery date.

The client can realize the financial collateral instrument for quality and timely execution of contractual obligations if the contractor does not fulfill his obligations to the client in accordance with the contract, in the agreed quality, quantity and deadline.

### **2.5.2. Insurance instrument for the elimination or remedy of defects during the Defects Liability Period**

For the elimination or remedy of defects during the Defects Liability Period, the Supplier shall submit to the Contracting Authority a financial security instrument (original bank guaranty – Warranty Bond, payable on first demand, issued in compliance with the ICC Uniform Rules for Demand Guarantees (URDG 758), or an equivalent surety bond of an insurance Company) for elimination of defects during the defects liability period, in the amount of five percent (5%) of the Contract Price incl. VAT when handing over the goods.

This Insurance instrument has to cover cases of an event that would reduce use or the quality of the subject of the contract within the warranty period, or the contractor failed to fulfill his contractual obligations and did not eliminate all deficiencies at his own expense. The validity of the insurance instrument must be at least thirty (30) days longer than the warranty period.

### **2.6 Tender price, schedule and financial plan**

The prices in the tender must be expressed in EUR excluding VAT and VAT and must include all the costs of the contractor necessary for the execution of the entire contract and the delivery of goods in the Port of Koper (eg taxes, possible customs duties, transport and insurance costs, storage, arrangement licenses, fees, translation, consulting, start-up assistance, training of operators and maintainers, possible assistance in the installation of equipment, materials, materials and materials, subsistence allowances, mileage, tests at the supplier's premises, contractors or outsourcers, processing and so on). The tender must be prepared on the basis of the attached technical specification and description. The final price should represent a total recapitulation of the supply, processing, delivery, testing and acceptance of the entire object of the public procurement on the coast of the European Energy Terminal in Luka Koper.

The contracting authority will subsequently not recognize any costs that are not included in the bid price. The prices from the bidding budget are fixed and fixed until the completion of the subject of the contract. Value added tax must be shown separately, in accordance with the bid form form, and then included in the final bid value in the bid form or the bidding offer.

### **2.7 Variants**

Variants are inadmissible.

### **2.8 Submission of tender**

The tender must be submitted electronically in formats of forms provided by the subscriber in the documentation or completed manually and scanned in PDF format and submitted on the portal [www.eponudbe.si](http://www.eponudbe.si) when publishing this public contract.

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

### **2.9 Opening of tenders**

Opening of tenders is public and is carried out in the system [www.eponudbe.si](http://www.eponudbe.si) when publishing this public contract. Opening of tenders shall be made automatically after the expiration of the deadline for the submission of tenders. The tender opening minutes shall be publicly accessible within a few seconds of the expiry of the time limit for the submission of tenders with this public contract, between public procurement contracts whose deadline for submitting tenders expired.

### **2.10 Examination and evaluation of tenders**

Only those documents and references (statements) which are required by the contact documents shall be evaluated in the examination.

The contracting Entity may require the supplements, corrections or amendments, clarifications, additional (material) evidence and correction of calculation errors from the tenderer. After

reviewing the offers, the contracting authority may, for reasons and in the manner prescribed by law, reject all offers or bids. resign from the performance of the public contract.

### **2.11 Negotiation plan**

A detailed negotiation protocol will be provided in the invitation to negotiate. In the context of negotiations, it is not allowed to raise the prices offered.

### **2.12 Contract award notice**

After the decision on the award of the contract, the contracting authority will publish it on the public procurement portal.

Upon the adoption of the decision on the award of the contract, the contracting entity may, due to the reasons and in a manner, as defined by law, withdraw from the conclusion of the contract resp. execution of the public contract.

### **2.13 Legal protection**

A legal protection shall be provided to tenderers under the Act on Legal Protection in Public Procurement Procedures.

### **2.14 Conclusion of the contract**

The contracting entity shall invite the selected tenderer to sign the contract. Upon the receipt of the contract to be signed, the selected tenderer must send the signed contract by mail within 3 (three) working days from the receipt, otherwise it shall be deemed that it shall withdraw from the conclusion of the contract. If that proves impossible due to objective circumstances, the contracting entity party may on tenderer's request grant a longer time limit.

Within 8 (eight) working days from the delivery of the contract signed by both parties, the tenderer shall be liable to submit the performance bond for quality execution of contractual obligations.

On the contrary, the contracting authority may resign from the contract without any obligation to the contractor and require the contractor to recover the incurred loss and to reinstate the financial collateral instrument for the seriousness of the tender.

## 3 CONDITIONS AND SELECTION CRITERIA FOR TENDERS

### 3.1 Verification of the suitability

**Each economic operator (each tenderer, partner or subcontractor, which will be involved in the execution of the public contract) shall confirm the fulfilment of the requested conditions by submitting completed and signed ESPD - European Single Procurement Document** (the economic operator shall save the ESPD from the contract documentation to its computer, thereafter it shall complete the form through the online connection <http://ec.europa.eu/ESPD/>). On this online connection, the economic operator shall select the option »I am an economic operator« and then the option »Import ESPD« (prepared by the contracting entity). Then, the economic operator shall complete in full the ESPD, print it, sign it and stamp it and submit it in its tender).

**The contracting entity shall verify the fulfilment of conditions prior to the issue of the decision by inviting the tenderers to submit the appropriate evidences in accordance with Articles 77 and 78 of the Public Procurement Act (ZJN-3). Tenderers not registered in the Republic of Slovenia, must provide translated evidences in English language.**

#### 3.1.1 Exclusion grounds

Any economic operator (tenderer, partner, subcontractor), involved in the tender must fulfil the following conditions:

- the economic operator or a person who is a member of the administrative, management or supervisory board of that economic operator or has powers of representation, decision or control herein, has not been the subject of a conviction by a final judgement containing elements of criminal offences defined in the first paragraph of Article 75 of the Public Procurement Act (ZJN-3);
- the economic operator by the date of the submission of the tender or request, in accordance with the regulations of the country in which it is established or with the regulations of the country of the contracting entity, its unpaid overdue liabilities shall not total EUR 50 or more in relation to compulsory charges or other non-pecuniary non-tax liabilities under the law governing financial administration;
- economic operator by the date of the submission of the tender or request has submitted all the withholding tax returns for income from the employment relationship for the period five years preceding the date of the submission of the tender or request;
- the economic operator has not infringed the obligations as per paragraph 2, Article 3 of the Public Procurement Act (ZJN-3) (obligations of the environmental, social and labour legislation);
- the economic operator is not subject of insolvency or compulsory winding-up proceedings under the law governing companies, where its assets or operations are being administrated by a liquidator or by the court, where its business activities are suspended, or where, it is the subject of proceedings or is in an analogous situation having the same legal effect;
- the economic operator is not guilty of grave professional misconduct which renders its integrity questionable;
- economic operator has not shown significant or persistent deficiencies in the performance of of a substantive obligation under a prior public contract or a prior concession contract, concluded with a contracting entity, which led to early termination of that contract by the contracting entity resp. the claiming of damages from the contracting entity or other comparable sanctions;
- the economic operator on the date when expires the time limit for the submission of tenders or requests is not included in the register of economic operators with negative references in accordance with Article 110 of the Public Procurement Act (ZJN-3);

- the economic operator was not fined twice in the three years preceeding the expiry of the time limit for the the submission of tenders, by way of a final decision of a competent entity of the Republic of Slovenia or another Member State or a third country, for a minor offence relating to the remuneration for work.

**Economic operator in the Republic of Slovenia** shall validate the compliance with the condition by submission of completed and signed:

- **ESPD**;
- **request of the evidence of absence of conviction for natural persons** (*the request shall be submitted for each subject, member of the administrative, management or supervisory board of the economic operator or has powers of presentation, decision or control therein*);
- **request of the evidence of the absence of conviction for legal persons** (*the request shall be submitted for the economic operator*).

**Economic operator registered outside of the Republic of Slovenia** validates the fulfilment of the condition by submitting:

- dully completed and signed **ESPD**;
- **extract from the relevant register**, such as court register; failing this, any other equivalent document to be issued by a relevant judicial or administrative body in other Member State or in the domain (country) in which is established the economic operator.

The economic operators may through the website <http://ec.europa.eu/markt/ecertis/searchDocument.do> find out which country and which body keeps the records on the evidence of conviction, and namely:

- Evidence of absence of conviction for legal persons and
- Evidence of absence of conviction for natural persons.

**If the country, where the economic operator is established, does not issue such documents and certificates, or if those do not comprise all cases as per first paragraph of the Article 75 of the Public Procurement Act (ZJN-3), the economic operator shall deliver to the contract entity instead of a written evidence, a sworn statement. Where no such documents or certificates are issued in the in a Member State or in another country concerned, they may be replaced by a declaration of a relevant person, produced in front of the relevant judicial or administrative body, notary or the relevant professional or commercial organisation in the domain (country) of this subject or in the country, whereby the economic operator is registered.**

### **3.1.2 Conditions for participation**

The tenderer must meet all requirements indicated in this item.

#### *3.1.2.1 Suitability for the pursuit of a professional activity*

- Entry in the business register: the economic operator is registered to perform the activity that is the subject of the contract and accept it in the tender (the economic operator must fulfill the condition for its part of the transaction).

#### *3.1.2.2 Economic and financial capacity*

- The economic entity on the date of submission of the bid has blocked any transaction account in the last 180 days before the deadline for submission of tenders but had no blocked transaction account for more than 10 consecutive days,

- the condition must be met by each economic operator involved in the performance of a public contract and by which the tenderer will demonstrate the capability, except for the subcontractor)

Means of proof:

- completed ESPD form for all economic operators in the offer (Part IV, Entry into the business register, Conditions for participation),
- the subscriber reserves the right to request proof from the tenderer

### *3.1.2.3 Technical and professional ability*

The tenderer must submit the following evidences on the fulfilment of professional and technical capacity:

- In the last three years prior to the publication of this public contract, the economic operator has successfully supplied comparable equipment to at least one subscriber and has a professionally qualified team to perform a public contract.
- The fulfillment of technical requirements and personnel capability is proven by the tenderer by submitting completed forms, which form an integral part of the tender documentation. By its signature, the provider fully guarantees the authenticity of all the information given in the forms.

Means of proof:

- Form no. 3, Certificate of references signed by the issuer.

Note:

The contracting authority reserves the right to require additional evidence (for example: a contract with an investor or an employer) prior to the submission of an order from the trader to perform the said reference work. The contracting authority also reserves the right to verify the references on the reference works and the performance of the performance directly with the investor, and the tenderer agrees with the submission of this offer that the previous investor provides such information to the investor according to this tender.

(in the case of a joint offer, the condition may be fulfilled jointly by the partners; in the event that the tenderer refers to the references of the subcontractor, the tenderer must ensure that the same subcontractor with whom he meets the reference condition is also actually involved in the execution of those parts of the transaction for which If a subcontractor has been replaced at the time of the contract, the new subcontractor must allow the contractor to fulfill the conditions set out in the tender documentation).

## **3.2 Criteria for the selection of the most economically advantageous tender**

The criterion for selecting the most favorable bid is the lowest bid price.

## II. TENDER DOCUMENTS

The tender documents must be prepared in English language and made in compliance with the requests from the contract documents. It shall consist of the following documents:

1. Completed and signed form The tender with attached completed fiches in textual and electronic form,
2. Completed and signed form Information on the tenderer and subcontractors resp. subcontractors in joint tender,
3. Completed and signed form References with pertaining contracting entity certificates,
4. Completed and signed form ESPD (for each economic operator, which will be included in the execution of the public contract),
5. form, which shows the credit rating
6. Completed and signed form Contract sample,
7. Insurance instruments
8. Completed and signed forms Request from the criminal records (for each economic operator, which will be included in the execution of the public contract and for all members of the administrative, management or supervisory body of that economic operator or they have powers of representations, decision or control therein).

The documents shall be completed and signed. Stack and scan them in the top order.

The statements in the documents submitted must show actual and real situations and must be demonstrably. Copies of the required certificates and extracts shall apply equally unless the original is specifically required.

### 4.1. Tender, currency and application of the law

All requested data must be indicated in the document »Tender«, whereby the following requirements must be met:

- in joint tender, the leading partner must be defined as tenderer.
- in tender price must be included all charges and taxes related to the execution of the contract, VAT excluded. All values must be given in euros.
- the tender must apply for the entire public contract. Partial tenders shall not be taken into consideration.
- the tender must be valid at least 180 days after the time limit for the submission of tenders.
- the tender validity period for the execution of the contract work shall not exceede the one in the call for tender.
- the tenderer shall bear all costs in relation to the preparation and submission of the tender. The contracting entity shall not reimburse any costs related to the preparation of this tender, neither any other costs which shall arise during the procedure of the submission of the public contract.

All payments resulting from this public contract are to be made exclusively in euros.

For all issues concerning this call for tenders, including the tender, acceptance of tender, contract and its execution or non-fulfilment, the Slovenian law shall apply.

### 4.2 Information on the economic operator

An economic operator may be involved in the tender as *single tenderer*, as *main contractor*, as *leading partner* in joint tender, as *partner* in joint tender, as *subcontractor*.

If only one economic operator is involved in the tender, it shall be deemed that all services which are the subject matter of the public contract shall be undertaken by itself as a single tenderer. If several economic operators are involved in the tender, each of them must indicate besides personal data also the services it shall undertake and the value of services (in EUR, VAT excluded).

The subcontractor, requiring a direct payment from the contracting entity, must submit a request for a direct settlement of its receivable towards the tenderer by the contracting entity in accordance to the Act on the Public procurement (ZJN-3).

#### **4.3 Evidences for recognition of tenderer's suitability**

All economic operators under the tender must in accordance with the work to be undertaken as per the tender, submit all requested evidences on the fulfilment of conditions for the recognition of suitability. The work undertaken shall be carried only by the economic operator, which shall provide the requested references and which shall provide at the submission of the tender all requested human resources capacities and technical capacities for the execution of work.

The evidences shall be arranged in order, following the sequence of the conditions for the recognition of the suitability, and namely, firstly for the tenderer resp. leading partner, subsequently for partners and subcontractors.

The subscriber reserves the right to request from the tenderers to submit appropriate supporting documents.

#### **4.4 Order specification and pro forma invoice**

The tender must contain the contractual specification of the contract (description of the order, technical specifications, technical conditions, completed data sheet ...) from which the contents and scope of the contract are shown. All requirements of the order specification must be considered. The tender specifications must not be modified by the provider. Only the input of the required data is permitted. The tenderer must also enclose the technical documentation of the equipment offered. The technical specifications shall include the descriptions and technical characteristics of the required equipment that can not be altered. In the "data" column, the data that the object of the order must meet. The tenderer in the "offer" column (where applicable) indicates whether the object of the offer meets the customer's requirements or write information about the equipment provided. In the event that the individual data is not entered or marked and the contracting authority will not be able to determine on the basis of the given tender whether the offered equipment meets the required conditions, the contracting authority will consider that the bidder is not offering and will exclude such tender as incomplete.

#### **4.5 Draft contract**

The submitted draft contract must be completed, signed, stamped and initialled by the tenderer.

#### **4.6 Insurance instruments**

The collateral shall be submitted in accordance with point 2.5 of these Instructions.

### III. FORMS

- **TENDER WITH ENCLOSURES – ANNEX (FORM-1)**
- **DATA ON THE TENDERER AND SUBCONTRACTORS RESP. CONTRACTORS IN A JOINT TENDER (FORM-2)**
- **REFERENCES (FORM-3)**
- **DRAFT CONTRACT (FORM-4)**
- **REQUEST FOR DATA FROM THE CRIMINAL RECORDS OF LEGAL ENTITIES (FORM-5)**
- **REQUEST FOR DATA FROM THE CRIMINAL RECORDS OF NATURAL PERSONS (FORM-6)**
- **STATEMENT/INFORMATION ON THE PARTICIPIATION OF NATURAL AND LEGAL PERSONS IN THE TENDERER'S ASSETS (FORM -7)**
- **ESPD IN ELECTRONIC VERSION** (for each economic operator involved in the execution of the public contract, see item 3.1)

**TENDER**

Tender No.

Public contract No. 291/2018**Contracting entity:** **LUKA KOPER, d.d., Vojkovo nabrežje 38, 6501 KOPER****Subject of the contract:** **Purchase of 10 pcs APS push plates****Tenderer:**

Offer price without VAT:

--

EUR

Offer price with VAT:

--

EUR

In the calculation of the tender price shall be considered all elements, that affect the price. The tender price includes all costs and duties related to the execution of the contracted works. The VAT shall be paid in compliance with the provision of the national legislation:

1. For the equipment provided, we give 12 months warranty.
2. The deadline for the delivery of the equipment provided (in the area of Luka Koper) is \_\_\_\_\_ months from the signing of the contract. The tender shall be valid for the entire contract and shall be prepared in compliance with the requests of the contract documents which are annex to this tender.
3. The assurance of the availability of spare (mechanical and electrical) parts is at least 10 years.
4. The tender shall be valid for the whole contract (ie for all equipment) in accordance with the tender documentation which is annexed to this tender.
5. The unit prices in the offer are fixed and fixed.
6. The offer is valid 180 days after the deadline for submitting a tender.
7. The equipment offered shall have all the characteristics as indicated in the tender documentation and fully complies with the requirements of the tender documentation and specification.
8. We are obliged to perform the contract in accordance with the requirements of the tender documentation.
9. We will carry out the public procurement as stated in the offer and will not be transferred to another contractor. We will immediately inform the contracting authority and inform us with which subcontractors we are working on, for what type of works or materials and the value of works or materials, otherwise we are obliged to pay the client for the costs or other damage caused to him by an untimely notice.
10. We declare that we have examined the entire tender documentation and that we fully agree with it.
11. We declare that the equipment provided meets all the required conditions and includes the surrender of all necessary technical documents, certificates, certificates, operating and

maintenance instructions and safe work (in Slovene or English, and markings on equipment) and other certificates of suitability of the equipment and technical documentation.

12. We declare that we will provide start-up assistance, training and maintenance, and possible assistance in installing the equipment and provide appropriate documentation.
13. The manufacturer is provided with an authorized service within the European Union.
14. Within eight (8) working days from the signing of the contract, we will deliver to the client a security instrument in the amount of 10% of the contract value with VAT as a guarantee for the timely fulfillment of contractual obligations, with validity of at least ninety (90) days after the expected acceptance of the goods.
15. We declare that we have all the necessary qualified personnel capacities necessary for the successful completion of the contract and within the deadline set by the contracting authority.

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

Tenderer

Place: \_\_\_\_\_

stamp

\_\_\_\_\_  
*(name and surname of the authorised person)*

Annex:

- Technical documentation in Slovene or English language, which will show the technical and technical characteristics of the equipment offered, as evidenced by the client's requirements.

## DATA ON THE TENDERER AND SUBCONTRACTORS RESP. CONTRACTORS IN A JOINT TENDER

### 1. TENDER

Tender for the execution of the public contract JN 291/2018: » **Purchase of 10 pcs APS push plates**« is submitted (mark X where appropriate):

- individually  
 involving subcontractors  
 joint tender

### 2. DATA ON TENDERER

#### 2.1 Data on tenderer

Full tenderer's name:	
Tenderer's address:	
Responsible person/persons resp. legal representative for the signature of the contract:	
Legal representative resp. person authorised for signing the contract:	
Registration number:	
Tax number:	
Bank account number:	
Bank title and address:	
BIC/SWIFT:	
Phone:	
E-mail:	

#### 2.2 Tender involving subcontractors – information on subcontractors

Providers point 2.2. in the event that they will cooperate with subcontractors when performing a public contract.

In the case of a public contract bearing the code JN 291/2018, we will cooperate with the following subcontractors:

No.	Title of the subcontractor, address, legal representative, registration number, tax number	Description of the execution of the contract work, which will be executed by the subcontractor	Quantity (%)	Value (EUR, VAT excluded)
1.				
2.				
3.				

Remark: In case the tenderer shall involve several subcontractors, it shall attach in the tender the requested data in the table with equivalent content. The additional document must be signed and stamped by the tenderer, and likewise it must be clear that the data are given for the subject public procurement.

## 2.2 JOINT TENDER

To the bidder, point 2.3 is fulfilled if they submitted a joint offer.

The following tenderers participate in a public contract bearing the mark JN 291/2018

No.	Title of joint venture partner, address, legal representative, registration number, tax number	Description of the execution of the contract work, which will be executed by the - tenderer	Quantity (%)	Value (EUR, VAT excluded)
1.				
2.				
3.				

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

Tenderer

Place: \_\_\_\_\_

Stamp

\_\_\_\_\_  
(name and surname of authorised person)

## REFERENCES

We herein declare, under criminal and material liability, that information in relation to the reference work listed below is true. Upon the contracting entity request, we will, within requested timeframe, submit the requisite additional certificates as to the satisfactory execution of the listed reference work.

Title of reference work:	
Contracting entity of the reference work: (title and address)	
Contractor of the reference work:	
Partners involved in the reference work: (if involved in a joint tender)	
Subcontractor: (in case the economic operator was involved as subcontractor of the main contractor)	
Contractor's share in the total value of the work in EUR, excluding VAT, if involved in joint tender (in %):	
Value of the entire work (in EUR, excluding VAT):	
Date of execution:	
Description of work from results the fulfilment of conditions:	

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

Tenderer

Place: \_\_\_\_\_

stamp

\_\_\_\_\_  
(name and surname of authorised person)

## CERTIFICATE OF THE CONTRACTING ENTITY ON THE REFERENCE WORK

**Contracting entity \_\_\_\_\_ herein confirms that the contractor resp. its subcontractor \_\_\_\_\_, performed services in the table above timely and in quality manner.**

Responsible person of the contracting entity, by which the additional information may be obtained: \_\_\_\_\_, Phone: \_\_\_\_\_, email address: \_\_\_\_\_

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

Contracting entity

Place: \_\_\_\_\_

stamp

\_\_\_\_\_  
(name and surname of responsible person)

Remark:

In the event the economic operator in the execution of the reference work acted as subcontractor, he must submit the reference certificate, signed by the contracting entity or the reference certificate signed by the main contractor of the reference work, to which it must attach the endorsed references of the contracting entity to the main contractor.

**CONTRACTING AUTHORITY / PURCHASER / BUYER**

**Name and address:** Luka Koper dd, Vojkovo nabrežje 38, 6501 Koper, Slovenia

**Tax number:** SI 89190033

**Identification number:** 5144353

**No. bank account:** SI56 1010 0000 0001 935; Banka Koper, d.d.

**SWIFT:** BAKOSI2X

**Telephone number:** +386 5 66 56 100

**E-mail:** Portkoper@luka-kp-si

**Contract administrator:** Mr. Danjel Zobec

**Signatory:** President of the Management Board, Mr. Dimitrij Zadel

**Signatory:** Member of the Management Board, Mr. Method Podkrižnik

And

**TENDERER / VENDOR / SUPPLIER /SELLER**

**Name and address:**

**Tax number:**

**Identification number:**

**No. bank account:** .

**SWIFT:**

**Telephone number:**

**E-mail:** P

**Contract administrator:**

**Signatory:**

**herein conclude the following**

**C O N T R A C T No. JN 291/2018 - \_\_\_\_\_**

## I. LEGAL BASIS AND SUBJECT OF THE CONTRACT

### Article 1

The subject of this contract is the execution of public procurement JN 291/2018 "**Purchase of 10 pcs APS push plates**" on the basis of a negotiated procedure without prior publication, in accordance with Point b) of the third paragraph of Article 46.

## II. SUBJECT OF THE CONTRACT

### Article 2

1) The parties agree that the purchaser shall buy, and the Vendor shall sell:

#### **10 pcs of APS push plates**

2) the characteristics of the equipment, its components and equipment are specified in the supplier's tender \_\_\_\_\_ of \_\_\_\_\_, which is an integral part of this contract as an attachment. The deadline for the supply of items of the contract and the said equipment is \_\_\_\_\_ months from the signing of this contract. The Vendor is obliged to supply the equipment of the contract in its quantity and appropriate quality at its own expense and risk to the Port of Koper at the PC Container Terminal. In the event of a discrepancy between the offer and this contract, the terms of this agreement shall apply.

## III. CONTRACT PRICE

### Article 3

1) The contracting authority undertakes, in accordance with Article 2 of this contract, to pay to the supplier for the 10 pcs APS push plates:

in words: \_\_\_\_\_ **EUR** /00 eur

- 2) The contract price is net, excluding of value added tax. The contractor shall charge the contracted value to the contractor at the time of the VAT invoice in accordance with the applicable legislation.
- 3) The costs of manufacturing and delivery and transport costs of equipment to Koper are also included in the contract price. The buyer is obliged to pay the seller only the contract price. Supply and final testing of the subject of this contract is carried out at the final location in the Port of Koper.
- 4) The objects of this contract as shown in Article 2 of this contract must be factory-made with the year of manufacture 2019. The Seller ensures that the items of this contract will be equipped with a declaration of conformity "CE" or " certificate of origin from the EU.

## IV. TERMS OF PAYMENT

### Article 4

- 1) The Contracting Authority undertakes to pay the purchase price as per Article 3 as follows:
  - 70% of the contract value shall be paid by an advance payment of EUR \_\_\_\_\_ at the presentation of the seller's invoice, freight documents (CMR) and the irrevocable, unconditional bank guarantee delivered in the same amount payable at the first call with validity at least until the successful acquisition of the objects of the contract. An advance payment made by the buyer is a prerequisite for the eventual withdrawal of a bank guarantee delivered by the seller. The bank guarantee will be returned to the seller immediately after the successful handover of the objects of the contract. In case of

delayed and / or partial supplies, the seller must extend the validity of the bank guarantee until the date agreed with the buyer. Otherwise, the buyer is entitled to redeem the delivered bank guarantee.

- 30% of the contract value in the amount of \_\_\_\_\_ EUR will be paid within 60 days from the date of successful acceptance.

- 2) Payment is made to supplier's bank account IBAN: \_\_\_\_\_, SWIFT / BIC: \_\_\_\_\_.
- 3) Pursuant to Article 2 of this contract, the supplier shall indicate the number of this sales contract in the account relating to the APS push plates.
- 4) In the event of a delay in payment, the client must pay legal default interest.

#### Article 5

- 1) Until the execution of payment of the entire purchase price, in accordance with Article 3 of this contract, the supplier reserves the right to own the subject of this contract.
- 2) Seller allows the buyer to use the object of this contract at his own risk and without payment of compensation to the seller, from the moment of the composition of the acceptance record to the payment of the purchase price for him, and the buyer does not lose the guarantees under this contract.

### **V. OBLIGATIONS OF THE SELLER AND DELIVERY TIME**

#### Article 6

The seller undertakes:

- 1) to supply and deliver the objects of the contract to the purchaser with a professional care in accordance with the provisions of this contract,
- 2) that the objects of this contract will function impeccably and will be free from any factual and legal errors and comply with all applicable standards in the Republic of Slovenia and technical specifications and all standards regarding safety and occupational safety, quality, etc.,
- 3) to promptly and promptly inform the buyer of everything that could affect the quality and timely fulfillment of obligations under this contract,
- 4) to provide and submit appropriate guarantees and documentation in accordance with this contract,
- 5) to supply the objects of the contract at its own expense and risk and to test them at the latest within 7.5 months from the signing of the contract.

The seller is obliged to fulfill everything in accordance with the above and with the content of this contract.

### **VI. DELIVERY OF THE CONTRACT SUBJECTS**

#### Article 7

- 1) The supply of the objects of this contract will be executed on the costs and risks of the seller in the area of Luka Koper within \_\_\_\_\_ months from the signing of this contract.

### **VII. PENALTIES FOR DELAY**

#### Article 8

- 1) The contracting parties shall also provide for a contractual penalty for the following cases: (a) for a delay; (b) for a delay in the broader sense, resulting from errors (improper fulfillment/performance); and (c) for failure to fulfil / non-performance.

- 2) If the Seller delays the fulfilment /performance of its contractual obligations for any reason other than force majeure, he shall owe the contracting authority 5 ‰ (five permille) from the contract price for each started day of delay (contractual penalty for delay). The payment of a contractual penalty for a delay may not exceed 10% of the contract value. The right to a contractual penalty for a delay occurs on the basis of the contract and the fact of the delay, and the contracting authority does not need to reserve it again. The contracting authority may therefore enforce the contractual penalty for a delay, even if it did not explicitly reserve the right to a contractual penalty upon the acceptance of the default execution. For the purposes of this provision, the day of fulfilment of contractual obligations shall be the day when the fact of fulfilment of the obligations is recorded and agreed (takeover and acceptance) or, in the event that the handover is not recorded, the day when the subject of the contract was handed over to the contracting authority, allowing it to use it normally.
- 3) If the Seller completes the contractual works in due time, but with the actual or legal errors/deficiencies communicated to the Seller in due time, the Seller is obliged to pay a contractual penalty for the time starting on the next day after the agreed fulfilment of its contractual obligations until the day on which all the defects have been remedied (contractual penalty for defects/errors) for each day of non-repayment of errors of 5 ‰ (five promises) of the contract price, but in total no more than 10% of the contract price. The date of error notification is the day on which the error message was sent to the provider by e-mail, orally or by registered mail; as the day of the eradication of the error, the day when the record is found that all the defendants have been eliminated or, if the record is not found the day of the correction of errors, the day when all the errors were actually eliminated and the object of the contract is again handed over to the undisturbed use of the contracting authority.
- 4) The payment of any contractual penalty shall not relieve the supplier of all the guarantee obligations hereunder or of the damage liability if the damages exceed the penalty.
- 5) For the amount of the calculated penalty, for which the contracting authority shall issue an invoice to the supplier, the claim of the contracting authority towards the supplier is established, and set contracting authority's liability shall be reduced by the amount of the contractual penalty or set off against it. If the contractual penalty is not charged in the above way, the supplier shall settle it within 8 days of the invoice date by a bank transfer to the contracting authority's transaction account no. 10100-0000001935. After the expiry of this deadline, default interest shall be accrued on the entire amount of the contractual penalty.
- 6) If the seller fails to perform the contract, or the contracting authority does not accept the default fulfillment of the seller and the situation of the non-fulfilment occurs, the contracting authority shall be entitled to a contractual penalty of 10% of the contract value (contractual penalty for failure to fulfill). If the contracting authority requests the payment of a contractual penalty for non-fulfillment, the fulfillment of the request will be terminated and the contracting authority is deemed to have withdrawn from the contract. However, in the event of a delay in the event of a seller's delay, the contracting authority shall be deemed to invoke a contractual penalty for a delay, and not a contractual penalty for non-fulfilment, unless the contracting authority declares otherwise. A contractual penalty for non-fulfillment may also be invoked by the contracting authority in all other cases where the divorce is due to a cancellation due to delay or error or for any other reason on the seller's side.
- 7) If due to late delivery or non-performance the contracting authority incurs damages that exceed the contractual penalty, the supplier shall in addition to the contractual penalty also pay all the costs incurred and compensate the damage or non-performance in the amount charged by the contracting authority, i.e. the difference to the full damages.

## **VIII. QUALITATIVE AND QUALITY ACCEPTANCE**

### Article 9

- 1) The quantity and quality acquisition of contractual items from Article 2 of this contract shall be executed by the Purchaser acceptance commission and Vendor in Port of Luka. The acceptance is to be made without delay after the notification of readiness for acceptance.

### Article 10

- 1) In case the acceptance commission should establish that the delivery corresponds to the contractual requirements, the Acceptance Certificate which shall be the basis for the payment as per article 3, shall be drawn up. The date of signature of the acceptance Certificate shall be considered as the date of the service provided.
- 2) In case the acceptance commission ascertains in occasion of the quantity and quality acceptance of the delivery, that the delivery fails to correspond to the contractual requirements, in Acceptance Certificate the delivery shall be refused and the Vendor shall be required to eliminate the errors resp. defects. Such defects shall be listed in the Acceptance Certificate and Vendor shall remedy the defects without delay. The Acceptance Certificate shall be signed by both parties. In case the Vendor refuses to sign the minutes, this shall be stated in the minutes and therefore the delivery shall be considered as refused.
- 3) If only part of the supply correspond the contractual requirements, only a partial acceptance can be carried out with the acceptance certificate, and for the rest, it refuses the delivery and specifies in the inspection report and requires the seller to make a mistake, remedies shall be remedied within a specified period. The seller is deemed to be delayed.
- 4) The Vendor undertakes to effect the corresponding delivery on his own expenses within 21 working days after the acceptance of the Acceptance certificate where the defects are stated.
- 5) In case the Vendor fails to fulfil his obligation within the term as per previous paragraphs of this article, he shall be liable for all damages suffered by the Purchaser because of the delivery non-corresponding to the contractual requirements.

## **IX. DOCUMENTATION**

### Article 11

At the same time as the subject of the contract, the seller is obliged to deliver to the buyer:

- 1) operating instructions and safe operation and instructions maintenance in the Slovenian language in three copies (3 x printed + 2 x USB);
- 2) schemes of electrical installations in English with the main diagrams in the Slovenian language in three copies (3 x printed + 2 x USB);
- 3) hardware installation schemes in English in three copies (3 x printed + 2 x USB);
- 4) spare parts catalog in three copies (3 x printed + 2 x USB);
- 5) the inscriptions and markings on the equipment in order to meet the requirements of the law on the safety of machinery in the Slovenian language;
- 6) statement of conformity "CE" original and translation in the Slovenian language.

### Article 12

- 1) The Seller ensures that all agreed technical and other characteristics of the subject of the contract specified in the attachments to this contract shall be achieved. The seller also ensures that the subjects of this contract will meet all the prescribed standards, quality and load capacity, as well as safety and occupational safety, so that the purchaser can use them according to their purpose.

- 2) The Seller guarantees that every item of this contract, as is evident from Article 1 of this Contract, will operate perfectly and smoothly 24 months from the successful acceptance of delivery.
- 3) The warranty period for the subject shall start on the day of its successful acceptance of delivery as stated in Articles 9 and 10 of this contract. The Seller undertakes to deliver free of charge to the buyer all necessary material, including the arrival of authorized service engineer and implementation of works, for the cancellation of warranty defects on the equipment referred to in Article 2 in the duration of the warranty period,
- 4) After the acceptance of the subject of the contract, the seller undertakes, within the warranty period, to eliminate, at his own expense, any deficiencies that would arise:
  - within 48 hours (during working days) from the receipt of the notification, all defects which should occur because of the defects in the production, installation, defects on material or on equipment;
  - At the request of the buyer, within 48 hours (during working days), any spare parts or terminal tug (with possible warranty defects) with the same or equivalent if the supply of spare parts would be interrupted (eg collective leave by the manufacturer ... ).
- 5) In case the Vendor should not proceed to eliminate the defects within the term as per paragraph 1 of this article, the purchaser may on the Vendor's cost and risk order the reparation by another person. By passing the order to another person because of the reasons as per this paragraph, the Purchaser shall not lose the rights and benefits resulting from the Vendor's guarantee for the subjects of this Contract.
- 6) For the parts replaced resp. repaired during the warranty period the warranty shall apply as for the original parts and the equipment and namely up to 24 months from the acceptance. In the case the fault arises after 18 months from the acceptance, the warranty for replaced parts shall apply for additional 6 months from the replacement.
- 7) The general warranty period is 24 months from the date of successful acceptance of delivery.
- 8) At the successful delivery of the subject of the contract, the Vendor undertakes to hand over to the Purchaser a financial security instrument (original bank guaranty – Warranty Bond, payable on first demand, issued in compliance with the ICC Uniform Rules for Demand Guarantees (URDG 758), or an equivalent surety bond of an insurance Company) for the elimination or remedy of defects during the guarantee period and for the fulfilment of guarantee obligations under the guarantee period, in the amount of five percent (5%) of the Contract Price incl. VAT. The validity time of such a financial security instrument must be at least 25 months after successful final acceptance the subject of this contract.
- 9) In the case that the Vendor does not present to the Purchaser a bank guarantee as in the preceding paragraph, the Purchaser is legitimate to retain 10% of contract value for the duration of the warranty in this Article. For retained payment is not paying interest.

## **X. EXEMPTION OF LIABILITY**

### Article 13

- 1) The Force Majeure shall prolong the delivery period for its duration.
- 2) As force majeure shall be meant all events or circumstances which may occur after the signature of the Contract and the parties could not expect, avoid or divert. The examples of force majeure are Act of God, fire, wars (whether declared or not), strikes, revolts.

### Article 14

- 1) The contract party suffering such a force majeure shall be liable to inform promptly the other party by fax, telegram or e-mail stating the reason and approximative duration of the force majeure.

- 2) At the termination of the force majeure the party shall be liable to inform the other party in the same mode as for its start.

#### Article 15

- 1) The party suffering such Force majeure shall be liable to document the cause for such a force majeure.

#### Article 16

Should the duration of force majeure exceed two months, the parties shall agree on further implementation of this Contract. Should they fail to reach a Contract, then any of parties may withdraw from the Contract without any right to claims for damages.

### **XI. TERMINATION OF THE CONTRACT**

#### Article 17

- 1) The Purchaser may besides the law or statutory defined reasons and without any obligation towards the Vendor, terminate this Contract at any time, in case against the Vendor:
  - started the insolvency proceeding (court-supervised administration or bankruptcy) or cancellation from the court register without the liquidation or voluntary resp. compulsory liquidation,
  - breaches his contractual obligations and fails to meet them within the subsequently established term defined by the Purchaser,
  - otherwise infringes the provisions of this Contract.

### **XII. ANTI-CORRUPTION CLAUSE**

#### Article 18

- 1) The Parties hereby acknowledge having been informed and aware of the fact that said Contract be null and void if at any stage of negotiation/conclusion or execution hereof any person had or will have promised, offered or given on behalf or account of the Service Provider to any representative, agent or broker of the Contracting Authority any undue advantage or benefit with the intent of acquiring the business hereunder, concluding said business under more favourable terms, by omission of the due supervision over the performance of obligations hereunder, or by any other act, conduct or omission resulting in a damage or loss to the Contracting Authority, or allowing to obtain undue advantage to any representative, agent or broker of the Contracting Authority and/or or the Service Provider or to their representatives, agents or brokers.
- 2) The Parties are committed to avoid any conduct that might lead to, or result in annulment or voidness of the Contract in the meaning of the preceding paragraph. This statement stands for the Statement required by the regulations on integrity and prevention of corruption.

### **XIII. SETTLEMENT OF DISPUTES**

#### Article 19

- 1) The contracting parties shall try to settle mutual disputes by mutual consent. In the absence of an agreement, the parties agree that their dispute shall be settled by the competent court in Koper, applying the Slovenian Law.

#### **XIV. AMENDMENT OF THE AGREEMENT**

##### Article 20

- 1) Amendments to this Agreement are valid only if they are accepted in writing and signed by both contracting parties.

#### **XV. VALIDITY OF THE CONTRACT**

##### Article 21

- 1) This Contract shall enter into effect on the date of signing by both Parties.

#### **XVI. FINAL PROVISION**

##### Article 22

- 1) This Agreement is issued in four counterparts, in the Slovenian and English language, each two for each Party.  
2) The authentic language of the contract is the Slovenian language.

Koper, \_\_\_\_\_

CONTRACTING AUTHORITY / PURCHASER  
/BUYER:

**Port of Koper d.d.**  
**Vojkovo nabrežje 38**  
**6501 Koper**

President of the Management Board  
Dimitrij Zadel

Member of the Management Board  
Metod Podkrižnik

\_\_\_\_\_  
(place, date)

TENDERER / VENDOR / SUPPLIER  
/SELLER:

\_\_\_\_\_ (title)

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

\_\_\_\_\_  
(authorised person for the signature of the contract)

## REQUEST FOR DATA FROM THE CRIMINAL RECORDS OF LEGAL ENTITIES

PUBLIC PROCUREMENT	
Contracting entity:	Luka Koper d.d. Vojkovo nabrežje 38 6501 Koper
Public contract mark:	291/2018
Subject of the public contract:	<b>Purchase of 10 pcs APS push plates</b>
INFORMATION ON THE ECONOMIC OPERATOR	
Full title of the economic operator	
Headquarters of the economic operator	
Headquarters Municipality of the economic operator	
Registration number of the economic operator	
Purpose of certification	Verification of the fulfilment of conditions pursuant to Article 75 of the Act on the Public Procurement (ZJN-3) in the procedure of the above-mentioned contract award.

The undersigned principal, I hereby authorise the contracting entity that for the needs of the execution of the subject of the public contract shall obtain all required data resp. certificate from criminal records of legal entities from he relevant entity.

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

Place: \_\_\_\_\_

Tenderer

stamp

\_\_\_\_\_  
(name and surname of authorised person)

**ZAHTEVEK ZA PODATKE IZ KAZENSKE EVIDENCE**  
**PRAVNIH OSEB**

JAVNO NAROČILO	
Naročnik	Luka Koper d.d. Vojkovo nabrežje 38 6501 Koper
Oznaka javnega naročila	291/2018
Predmet javnega naročila	NABAVA APS PRIKLOPNIH MEST – 10 kos
PODATKI O GOSPODARSKEM SUBJEKTU	
Polno ime gospodarskega subjekta	
Sedež gospodarskega subjekta	
Občina sedeža gospodarskega subjekta	
Matična številka gospodarskega subjekta	
Namen izdaje potrdila	Preverjanje izpolnjevanja pogojev iz 75. člena ZJN-3 v postopku oddaje zgoraj navedenega javnega naročila.

Spodaj podpisani pooblastitelj, pooblaščen naročnika, da za potrebe izvedbe predmetnega javnega naročila pridobi vse potrebne podatke oz. potrdilo iz kazenske evidence pravnih oseb pristojnega organa.

Datum: \_\_\_\_\_

Kraj: \_\_\_\_\_

Ponudnik

žig

\_\_\_\_\_  
(ime priimek in podpis  
pooblaščen osebe)

## REQUEST FOR DATA FROM THE CRIMINAL RECORDS OF NATURAL PERSONS

PUBLIC PROCUREMENT	
Contracting entity:	Luka Koper d.d. Vojkovo nabrežje 38 6501 Koper
Public contract mark:	291/2018
Subject of the public contract:	<b>Purchase of 10 pcs APS push plates</b>
INFORMATION REGARDING THE NATURAL PERSON	
ID number:	
Name and surname:	
Date of birth:	
Place of birth:	
Municipality of birth:	
Permanent/temporary residence:	
Citizenship:	
My previous name and surname:	
Purpose of certification:	Verification of the fulfilment of conditions pursuant to Article 75 of the Act on the Public Procurement (ZJN-3) in the procedure of the above-mentioned contract award.

The undersigned principal, I hereby authorise the contracting entity that for the needs of the execution of the public contract it shall obtain all requested data resp. the evidence from the criminal records of natural persons from the relevant entity.

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

Place: \_\_\_\_\_

\_\_\_\_\_  
(name and surname of the authorised person)

**ZAHTEVEK ZA PODATKE IZ KAZENSKE EVIDENCE**  
**FIZIČNIH OSEB**

JAVNO NAROČILO	
Naročnik	Luka Koper d.d. Vojkovo nabrežje 38 6501 Koper
Oznaka javnega naročila	291/2018
Predmet javnega naročila	NABAVA APS PRIKLOPNIH MEST – 10 kos
PODATKI O FIZIČNI OSEBI	
EMŠO	
Ime in priimek	
Datum rojstva	
Kraj rojstva	
Občina rojstva	
Stalno/začasno prebivališče	
Državljanstvo	
Moje prejšnje osebno ime se je glasilo	
Namen izdaje potrdila	Preverjanje izpolnjevanja pogojev iz 75. člena ZJN-3 v postopku oddaje zgoraj navedenega javnega naročila.

Spodaj podpisani pooblastitelj, pooblaščen naročnika, da za potrebe izvedbe predmetnega javnega naročila pridobi vse potrebne podatke oz. potrdilo iz kazenske evidence fizičnih oseb pristojnega organa.

Datum: \_\_\_\_\_

Kraj: \_\_\_\_\_

\_\_\_\_\_  
(ime priimek in podpis osebe)

**STATEMENT/INFORMATION ON THE PARTICIPIATION OF NATURAL AND LEGAL PERSONS IN THE TENDERER'S ASSETS**

**and**

**ON ECONOMIC OPERATORS, WHICH ARE PURSUANT TO LEGISLATIVE PROVISIONS GOVERNING THE COMPANIES CONSIDERED AS COMPANIES ASSOCIATED WITH THE TENDERER** (paragraph 6 of Article 14 Law on integrity and prevention of the corruption, Official Gazette of the Republic of Slovenia, No. 69/11)

PUBLIC CONTRACT	
Contracting entity	Luka Koper d.d. Vojkovo nabrežje 38 6501 Koper
Public contract mark:	291/2018
Subject of the public contract:	<b>Purchase of 10 pcs APS push plates</b>
INFORMATION REGARDING THE LEGAL PERSON - TENDER	
Tenderer's full name and title	
Tenderer's registered office:	
Municipality of the tenderer's registered office:	
Tenderer's registration number	
Registration No.:	

The undersigned representative hereby states that the following subjects (natural and legal persons) participate in abovementioned tenderer's assets:

No.	Name and surname / title	Permanent residence / Registered office	Share of ownership %
1			
2			
...			

The undersigned representative I hereby declare that, in accordance with legal provisions governing the companies, companies associated with the above-mentioned tenderer, the following economic operators (natural and legal persons) participate in the abovementioned tenderer's assets (natural and legal persons):

No.	Title	Registered office	Registration number
1			
2			
...			

\* in case the tenderer does not complete the table, the contracting entity shall deem, that the tenderer states not having the associated companies.

**The tenderer may submit all above required data also by electronic means.**

If the tenderer makes a false declaration resp. provides false information on stated facts, this shall result in the nullity of the contract / framework agreement.

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

Tenderer

Place: \_\_\_\_\_

Stamp

\_\_\_\_\_  
(name and surname of the authorised person)

