

Public procurement number: 341/2017  
Date: 22.01.2018

Subject of the public procurement: **PURCHASE OF USED GRAB UNLOADER CRANE**

Public procurement number: **341/2017**

Type of public

**Open procedure**

## I. INSTRUCTIONS TO OFFERORS FOR DRAWING-UP THEIR OFFER

### 1. BASIC INFORMATION ABOUT THE PROCUREMENT

#### 22.01.2018 INFORMATION OF THE CONTRACTING AUTHORITY AND THE PROCEDURE

Contracting authority:	<b>Luka Koper, d.d.</b> <b>Vojkovo nabrežje 38</b> <b>6501 Koper</b>
Public procurement designation.	JN 341/2017
Subject of the public procurement:	PURCHASE OF USED GRAB UNLOADER CRANE
Procedure:	Open procedure
Basic (article) in the Public Procurement Act: (Official Gazette of the RS No. 91/2015; hereinafter ZJN-3).	Article 40

#### 1.2. SUBJECT OF THE PUBLIC PROCUREMENT

Type	Goods
Subject of the procurement:	<p>The subject of the procurement is the supply of USED a GRAB UNLOADER CRANE, manufactured year 1988-1995- a GRAB unloader, type with a grab 32t x 35/18m, with possible prior modification of the crane to the required condition (prepared outside the Port of Koper), transportation, installation on the operative quay of the European Energy Terminal in the Port of Koper, according to the instructions of the Contracting Authority, including testing, training and assistance after delivery. The supplier of the crane must warrant the equipment supplied will be functionally operational, delivered to the Contracting Authority fully at the supplier's costs, at the expected location and within the deadline to be agreed with the Contracting Authority. The subject of the public procurement is described in more detail in the Technical Specifications and the Technical Description.</p> <p>The equipment listed in the tender documentation must contain all accompanying certificates, the equipment compliance certificate - CE certificate in Slovenian, instructions for operation, maintenance and safe use (in Slovenian and English, and markings on the equipment), a catalogue of spare parts, the crane technical description, a warranty statement, a general arrangement drawing, workshop drawings of sections and subsections, an electrical scheme, all in 4 physical copies, and other certificates of compliance and technical documentation in 3 physical copies, and the complete documentation in 1 electronic format.</p> <p>The equipment offered must have at least 2 year general warranty, 5 year warranty for the steel construction, 8 year warranty for anti-corrosion protection after the successful acceptance of the crane and subsequent provision of maintenance assistance, an offer to supply spare parts for at least 5 years after the acceptance of the crane.</p> <p>While the crane is being delivered, the offeror must ensure to provide assistance during its launch, training of operators and</p>

	maintenance staff, all testing (statistical and dynamic testing, 8 hour endurance test, etc.), the certificate by an authorised institution on inspecting and testing of the working equipment.
The deadline for the supply of the crane and any modification (outside the area of Port of Koper)	6 months maximum after signing the contract
Unloading the crane onto the operative quay and establishing the operational of the crane.	14 days maximum
Testing and delivery of the crane	1 month maximum
Training of maintenance staff and crane operators	15 working days
Assistance after the acceptance of the crane	30 working days
Offering the supply of spare (mechanical and electrical) parts	5 years minimum after the acceptance

### 1.3 DOCUMENTATION FOR THE PUBLIC PROCUREMENT

The documentation for the public procurement is available at: <http://www.luka-kp.si/slo/javna-narocila>. The documentation is available free of charge.

The documentation for the public procurement consists of:

- Instructions to offerors with accompanying forms
- ESPD form (XML file)
- Technical Specifications and Technical Description
- A component part of the documentation for the public procurement include any possible amendments, supplements, corrections of the documentation and additional explanations.

Contact details for additional explanation	Offerors may ask questions through the Public Procurement Portal <a href="http://www.enarocanje.si">www.enarocanje.si</a> where the public procurement is published. The Contracting Authority will not be answering questions asked by a different method.
Deadline for asking questions	<b>Friday 16.02.2018 by 09:00 hour</b> The Contracting Authority will answer questions no later than by Monday, 19.02.2018 on the Public Procurement Portal <a href="http://www.enarocanje.si">www.enarocanje.si</a> where the public procurement is published.

### 1.4 SUBMITTING OFFERS AND PUBLIC OPENING

<b>Submitting offers</b>	
The deadline for receiving offers	<b>Tuesday, 27.02.2018 by 09:30 hour</b> or as stated in the Notification of additional information, information on incomplete procedure or in a correction should they be published.
Submit to:	<b>Luka Koper, d.d.</b> <b>EKSPEDIT (first floor of the Administration building)</b> <b>Vojkovo nabrežje 38</b> <b>6501 Koper</b>

Amending and withdrawing an offer	Offerors may amend or withdraw their offer until the deadline for their submission. An offeror's notification on amending or withdrawing its offer must be drawn-up, closed, marked and delivered as an offer; instead of the word 'OFFER', the envelop must contain the word 'AMENDMENT' or 'WITHDRAWAL'.
<b>Public opening of offers</b>	
Time	<b>Tuesday, 27.2.2018 at 10:00 hour</b> or as stated in the Notification of additional information, information on incomplete procedure or in a correction should they be published.
Location	<b>Luka Koper, d.d.</b> <b>Meeting room of the Investment department (Administration building, ground floor right)</b> <b>Vojkovo nabrežje 38</b> <b>6501 Koper</b>
Legal representatives of offerors or representatives of offerors presenting a written power of representation may actively participate at the public opening of offers.	

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

**Luka Koper, d.d.**  
**The President of the committee for public procurement**  
**Robert Rožac**

## 2. INSTRUCTIONS TO OFFERORS

Instructions to offerors contain rules of conduct between the Contracting Authority and offerors during the open public procurement procedure, and instructions on preparing and submitting an offer.

### 2.1 Financing of the procurement

The public procurement will be financed from the resources of Luka Koper d.d.

The Contracting Authority will pay for the equipment supplied on the basis of an issued and confirmed invoice (situation) in 75 days after the successful acceptance of the goods, including the delivery of accompanying documentation, warranties and an instrument of financial security for remedying faults during the warranty period, defined in point 2.5.3 of this Tender Documentation.

### 2.2 Amendments to and explanations of the Tender Documentation

The Contracting Authority reserves the right to partially amend or supplement the Tender Documentation and extend the deadline for submitting offers if necessary. Amendments and supplements are component part of the Tender Documentation.

Any amendments to and explanations of the Tender Documentation will be published on the Contracting Authority's website (<http://www.luka-kp.si/slo/o-podjetju/javna-narocila>) and on the Public Procurement Portal. Explanations and amendments are component part of the Tender Documentation and must be applied when drawing-up an offer.

### 2.3 Confidentiality

In accordance with Article 35 of the ZJN-3, the Contracting Authority shall ensure protection of information which is according to the provisions of the law governing protection of personal information, secret information or a commercial companies regarded as a personal or secret information or a business secret.

If an offer contains information which an offeror regards as a business secret, the offeror must submit an appropriate resolution on classifying such information as a business secret which shall clearly show which information is a business secret and where in an offer it appears, all in accordance with Article 35 of the ZJN-3 and other provisions of the law governing this area (Companies Act, etc.).

If an offer is submitted by a group of offerors, the requirement to submit a resolution under the preceding paragraph applies to each co-offeror whose business secret is an information in the offer.

Information that is a business secret must be identified as such by an offeror; identifying subsequently is not allowed. If on a particular page only particular information is a business secret, it must be explicitly identified as such.

### 2.4 Forms of cooperation of commercial entities in submitting an offer

Any legal of physical person, registered for the activity that is the subject of the public procurement and holding all required licences for performing the activity that is the subject of this public procurement can be an offeror in this public procurement procedure.

Independent offer	An independent offer is an offer involving only one commercial entity (independent offeror) who fully complies with the tender conditions and requirements and who accepts to perform the procurement alone, with its knowledge and capacity.
Offer with sub-contractors	An offeror may assign a part of the public procurement for its realisation to a sub-contractor.  In case the public procurement is to be performed with subcontractors, the offer (OBR-2) must list ALL sub-contractors, their contact details, legal representatives and each part of the procurement to be performed by each sub-contractor (subject, quantity, value).  The offer must state:

	<ul style="list-style-type: none"> <li>- for all sub-contractors, together with whom it is demonstrating the capacity conditions, submit all evidence in the prescribed forms;</li> <li>- submit a request of the sub-contractor for a direct payment if so requested by the sub-contractor.</li> </ul> <p>When an offeror intends to perform part of the public procurement with sub-contractors with whom it is demonstrating capacity, the sub-contractor with whom it is participating in the performance of the public procurement must also comply with the conditions of this Tender Documentation.</p> <p>In case of a public procurement involving sub-contractors for its performance and in case sub-contractors request direct payment in accordance and in the manner set out in Article 94(2) and (3) of the ZJN-3, the contractor must authorise the Contracting Authority, in its contract for public procurement, direct payments to the sub-contractor on the basis of a confirmed invoice or situation and the sub-contractor must submit a consent on the basis of which the Contracting Authority pays the sub-contractor's claim against the main contractor instead of the main contractor (assignment of a claim). Consents of sub-contractors for direct payment are an enclosure to the contract. The deadline for paying the main contractor and its sub-contractors are the same.</p> <p><u>The main contractor who participates with one or more sub-contractors in the performance of the public procurement, must have valid contracts with the sub-contractors at the time of concluding the contract with the Contracting Authority or at the time of its performance.</u></p> <p>In relation to the Contracting Authority an offeror is fully responsible for the performance of the procurement regardless of the number of sub-contractors listed in its offer.</p>
Joint participation	<p>A joint offer of many contracting partners is permitted.</p> <p>In case a group of offerors submits a joint offer, the offer (OBR-2) must list ALL participants in the joint offer (contact details, legal representatives and each part of the procurement to be performed by each offeror (subject, quantity, value)).</p> <p>In point 3.1 (Checking capacity) of this Documentation is stated if a particular partner must comply with a particular condition in a case of a joint offer or if the condition can be complied jointly by the partners.</p> <p>The contract for performing the subject of the public procurement (partnership contract) is submitted by the offeror to whom the public procurement is awarded. The contract identifies the managing partner who accepts from the Contracting Authority obligations, instructions and even payments in the name and on behalf of all participants, and the share and the type of service to be performed by each participating partner. <u>The contract must clearly define that all partners are jointly and severally liable to the Contracting Authority for full obligation and for their parts.</u></p>
Foreign offerors	<p>Offerors with a seat in a foreign State must comply with the same conditions as offerors with a seat in the Republic of Slovenia.</p> <p>Offerors who do not have a seat in the Republic of Slovenia must submit evidence of complying with conditions for recognising the capacity for awarding the public procurement, translated into Slovenian (for example a certificate from the criminal records for a physical person; a certificate from the criminal records for legal Persons; an extract from a register such as a court register, or where there is no such register, an equivalent document issued by a competent judicial or administrative body in another Member State or a country of origin or in a country in which the company has its seat).</p>

	<p>For the purposes of this public procurement, offerors without a seat in the Republic of Slovenia must appoint a representative for service of documents in accordance with the Administrative Procedure Act.</p> <p>An offeror must ensure attendance of expertly qualified staff with knowledge of Slovenian through all the stages of the procedure and performance of works. All communication with the Contracting Authority during the award of the public procurement and subsequently during the performance of works is in Slovenian.</p>
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## **2.5 Financial security**

### **2.5.1 Instrument as a security for earnestness of offer**

An offer must have enclosed to it an instrument of financial security (original, unconditional, irrevocable bank guarantee, redeemable upon first demand, issued according to the Uniform Rules for Demand Guarantee (URDG), revised in 2010, issued by ICC under no. 758 or an equivalent surety insurance) for earnestness of offer, in the amount of EUR 150,000.00. The instrument of financial security must be valid for at least 90 days after the deadline for submitting offers.

The instrument of financial security for earnestness of offer may be liquidated by the Contracting Authority if an offeror:

- withdraws its offer after the deadline for submitting offers;
- fails to submit the requested evidence for statements in its offer when requested by the Contracting Authority;
- declines to conclude the contract or does not conclude the contract within the prescribed period;
- does not submit an instrument of security for remedying faults in the warranty period;
- in all other cases laid down in the contract sample (tender OBR 4).

### **2.5.2 Instrument of security for timely performance of contractual obligations**

An instrument of financial security (original, unconditional, irrevocable bank guarantee, redeemable upon first demand, issued according to the Uniform Rules for Demand Guarantee (URDG), revised in 2010, issued by ICC under no. 758 or an equivalent surety insurance) for timely performance of contractual obligations in the amount of 10 % of the contract value incl. VAT, to be submitted in eight (8) days after signing the contract; otherwise the Contracting Authority has the right to withdraw from the contract without any obligations towards the contractor and liquidate the instrument of security for earnestness of offer. The instrument of financial security must be valid for at least 90 days after the anticipated date of delivering the goods. If during the performance of the contract the deadlines, quality or quantity changes, the instrument of financial security must be accordingly amended or its validity extended so that it is always valid for at least 90 after the anticipated date for delivering the goods.

The instrument of financial security for quality and timely performance of contractual obligations may be liquidated by the Contracting Authority if the contractor does not perform its obligations towards the Contracting Authority in accordance with the contract, according to the agreed quality, quantity and deadline.

### **2.5.3 Instrument of security for remedying faults during the warranty period**

The instrument of financial security (original, unconditional, irrevocable bank guarantee, redeemable upon first demand, issued according to the Uniform Rules for Demand Guarantee (URDG), revised in 2010, issued by ICC under no. 758 or an equivalent surety insurance) for remedying faults during the warranty period, in the amount of 5 % of the contract value incl. VAT, is submitted by the contractor upon the acceptance of the delivery of goods. The instrument of financial security for remedying faults during the warranty period must cover situations where the contract, in case of an event that would reduce the possibility of use or quality of the subject of the contract during the warranty period, does not perform its contractual obligations and remedy all deficiencies upon own costs. The validity of the instrument of financial security must be for at least thirty (30) days longer than the warranty period.

## **2.6 Price offered, term and financial plan**

The price in the offer must be expressed in EUR, excluding VAT and including VAT, and must include all costs of the contractor that are required for performing the procurement in full and deliver the goods in the Port of Koper (taxes, customs, transportation and insurance costs, warehousing costs, arranging procedures, storage costs, transportation of goods and materials, daily expenses, millage, testing at the seat of the offeror, Contracting Authority or external provider, any licences, duties, translation and consultation costs, assistance upon launch, training of operators and maintenance staff, assistance during installation, materials, modification and similar). The offer must be prepared on the basis of the enclosed technical specification and description. The final price must represent total recapitulation of supply, modification, delivery, testing and acceptance of the complete subject of the public procurement at the quay of the European Energy Terminal in the Port of Koper.

The Contracting authority will not subsequently recognise any costs that are not included in the price offered. The prices in the proforma invoice are fixed and unamendable until completing the performance of the subject of procurement. Value added tax must be shown separately, according to the form of the proforma invoice, and then included in the final offered value on the offer form or on the proforma invoice.

The supply of the crane is made according to the term plan for each individual phase as set out in this Tender Documentation.

## **2.7 Submitting offers**

An offer is submitted in a closed envelope, addressed according to the label in the Tender Documentation. It must be delivered (in person or by post) to the Contracting Authority (reception - Ekspedit, first floor of the Administration building) before the deadline (date and hour), determined in the publication and the invitation for submitting offers in order to be regarded as submitted on time. The reception office of the Contracting Authority marks the date and exact time of receiving an offer.

## **2.8 Public opening of offers**

Opening of offers is public, at the place and time laid identified in the publication and the notifications on additional information, incomplete procedure or corrections should they be published on the Public Procurement Portal. Offers are opened in the order in which they were received.

During the opening of offers, the main information of every offer is announced and entered on the record (name or code of offeror, price offered and any discounts). Any deficiencies found in offers and comments of authorised representatives of offerors made regarding the opening procedure are also entered on the record. The record is signed by the attending authorised representatives of offerors and the members of the expert committee.

Offers not received on time are returned unopened to its senders.

A copy of the record on the public opening of offers are given to the attending authorised representatives of offers immediately after completing the procedure, while all other offers are sent a copy by post no later than within 5 working days after the opening of offers.

## **2.9 Review and assessment of offers**

During the review of offers, only those documents and statements required in the Tender Documentation are checked and assessed.

Within legislative provisions, an offeror may be asked to supplement, correct or change documents enclosed to an offer and statements, provide explanations, additional (actual) evidence and remedy typo errors. After reviewing offers, the Contracting authority may, for reasons and according to provisions set out by law, reject all offers or withdrawn from realising the public procurement.

## **2.10 Notification on awarding the procurement**

The Contracting Authority shall no later than within 90 days after the deadline for submitting offers make a decision on awarding the procurement.



After making the decision on awarding the procurement, the Contracting Authority may, for reasons and according to provisions set out by law, withdraw from concluding the contract or realising the public procurement.

### **2.11 Legal remedies**

An offeror has legal remedies according to the Legal Protection in Public Procurement Procedures Act.

### **2.12 Concluding the contract**

The selected offeror will be invited by the Contracting authority to conclude the contract. After receiving a copy of the contract for its signature, the selected offeror must return it to the Contracting Authority signed within three (3) working days from its receipt; otherwise, it is considered it has withdrawn from concluding the contract. In case where it is not possible to sign the contract for objective circumstances, the Contracting Authority may extend the deadline upon the offeror's request.

In eight (8) working days after both parties have been served with the signed contract, an offeror must to submit the instrument of financial security for good performance of contractual obligations.

Otherwise the Contracting authority may withdraw from the contract without any obligations to the contractor and demand from the contractor to reimburse damages occurred and liquidate the instrument of financial security for earnestness of offer.

## **3. CONDITIONS AND CRITERIA FOR SELECTING OFFERS**

### **3.1 Checking capacity**

**A commercial entity (each offeror, partner or sub-contractor participating in the performance of the public procurement) confirms compliance with the required conditions by submitting a completed and signed form ESPD** (commercial entities saves the form ESPD in the Tender Documentation on its computer and then completes it through web connection <http://enarocanje.si/ESPD>). On this webpage, a commercial entity selects the option 'Economic entity' (in Slovenian: sem gospodarski subjekt) and the option 'Import Contracting Authority's ESPD' (in Slovenian: uvoziti naročnikov ESPD). The commercial entity then completes ESPD in full, prints and signs it, affixes it seal and encloses it to its offer).

**The Contracting authority will check if conditions are satisfied before issuing a decision, in the manner that it will request offerors to submit suitable evidence in accordance with Articles 77 and 78 of the ZJN-3. Offerors without their seat in the Republic of Slovenia will have to submit suitable evidence translated into Slovenian language.**

#### **3.1.1 Reasons for exclusion**

Each commercial entity (offeror, partner, sub-contractor) included in an offer must satisfy the following conditions:

- The commercial entity or a person who is a member of its administrative, management or supervisory body or holds authorisations to represent, decide or supervise it, had not been subject of a final judgment involving criminal offences listed in Article 75(1) of the ZJN-3.
- On the day of submitting the offer or registration, the commercial entity does not have, in accordance with regulations of the State of its seat or the regulations of the Contracting Authority's State, unpaid obligations for mandatory duties or other monetary non-tax obligations in the amount of 50 EUR or more, in accordance with the law governing financial administration.
- On the day of submitting the offer or registration, the commercial entity had submitted all withholding tax returns for income from employment relationships for the last five years before submitting the offer or registration.
- The commercial entity does not breach obligations under Article 3(2) of the ZJN-3 (obligations under environmental, social and labour law).
- The commercial entity is not subject of insolvency proceedings or compulsory strike-off under the law governing proceedings due to insolvency and compulsory strike-off, liquidation under

the law governing companies, its assets or operations are not managed by an administrator or a court, its business activities have not been temporarily suspended, or no proceedings have been initiated or no situation with similar legal consequences has occurred in accordance with laws of another State.

- The commercial entity had not committed any serious breach of business rules due to which its integrity had been compromised.
- Under a previous public procurement contract or a concession contract, concluded with the Contracting Authority, the economic entity had not demonstrated significant or continuous deficiencies in performing key obligations due to which the Contracting authority had withdrawn early from a previous procurement or contract, or had claimed damages or had asserted other comparable sanctions.
- On the day after the deadline for submitting offers or registrations, the commercial entity is not listed in the record of commercial entities with negative references under Article 110 of the ZJN-3.
- In the last three years before the deadline for submitting offers, the commercial entity had not been issued a final decision of a competent authority of the Republic of Slovenia, another EU Member State or a third country by which a fine for a minor offence concerning payments for work had been issued twice.

**Commercial entities with a seat in the Republic of Slovenia** confirms compliance with the conditions by submitting completed and signed:

- the form **ESPD**;
- **the request for information from the criminal records of physical persons** (*the request is submitted for each individual who is a member of its administrative, management or supervisory body or holds authorisations to represent, decide or supervise it*);
- **the request for information from the criminal records of legal persons** (*the request is submitted by the commercial entity*)

**Commercial entities without their seat in the Republic of Slovenia** confirms compliance with the conditions by submitting:

- the completed and signed form **ESPD**;
- **an extract from a register** such as a court register, or if there is no such register, an equivalent document issued by a competent judicial or administrative body in another Member State or the country of origin or in a country in which the commercial entity has its seat.

Commercial entities may find which States and which authority keeps records on non-impunity at [the webpage http://ec.europa.eu/markt/ecertis/searchDocument.do](http://ec.europa.eu/markt/ecertis/searchDocument.do), namely:

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

**If the State in which a commercial entity has its seat does not issue such documents or certificates, or if these do not include all instances under Article 75(1) of the ZJN-3, the commercial entity shall submit to the Contracting Authority a sworn statement instead of evidence, or if in the EU Member State or third country it is not possible to get a sworn statement, then a statement of a particular person given before a competent judicial or administrative authority, a notary or a competent professional or trade organisation in the country of origin of this person or in the country in which the commercial entity has its seat.**

### 3.1.2 Conditions for participating

#### 3.1.2.1 Suitability for performing professional activity

- Entry in a business register: a commercial entity is registered for performing the activity that is the subject of the procurement and is to be accepted in the offer (the commercial entity must comply with the condition for its part of works).

#### 3.1.2.2 Economic and financial position

- On the day of submitting an offer, a commercial entity does not have any of its bank accounts frozen and, in 180 days before the deadline for submitting an offer, it did not have any of its bank accounts frozen for more than 10 consecutive days.
- On the day of issuing credit rating form, a commercial entity must have the last actual credit rating of at least SB6 according to the Basel II rules. A commercial entity from abroad must submit the credit rating of an institution that is comparable to AJPES, which records credit rating according to the Basel II rules and balance sheets for the last business year (the comparability of credit ratings is available at: [http://www.ajpes.si/Bonitetne\\_storitve/S.BON\\_AJPES/Vzporejanje\\_bonitetnih\\_ocen](http://www.ajpes.si/Bonitetne_storitve/S.BON_AJPES/Vzporejanje_bonitetnih_ocen)).
- The evidence may not be older than 30 days from the deadline for submitting offers.

(this condition must be satisfied by each commercial entity participating in the performance of the public procurement and with whom an offeror is demonstrating capacity)

#### 3.1.2.3 Technical and professional capacity

A commercial entity had, in three years prior to the publication of this public procurement, successfully supplied a comparable grab unloader crane to at least one contractor and has available professionally qualified team to perform the public procurement.

An offeror demonstrates compliance with technical requirements and staff qualifications by submitting completed forms that are component part of the Tender Documentation. By its signature, an offeror fully warrants for correctness of all information stated in the forms.

An offeror must have technical ability to realise the procurement within the deadline specified by the Contracting Authority.

Note:

*The Contracting Authority reserves the right to request from a commercial entity additional evidence (for example: a contract with an investor or employer) on performing listed reference works before awarding the procurement. The Contracting authority reserves the right to check directly with an investor a statement on reference works and their successful completion; an offeror consents by submitting this offer that a previous investor may disclose such information.*

(in case of a joint offer, the condition can be satisfied jointly by partners; where an offeror cites a reference of a sub-contractor, an offeror must ensure that the sub-contractor through whom it satisfies a particular reference condition actually participates in the performance of those parts of works for which the reference was submitted; where a sub-contractor is changed during the performance of the contract, each new sub-contractor must be such that the contractor can satisfy through it the conditions prescribed in the Tender Documentation).

## 3.2 Criteria for selecting most favourable offer

The criteria for selecting most favourable offer is the economically most favourable offer in terms of price and the condition of the crane. In case of equal offers the rule to follow is the lowest price offered.

**The Contracting authority will select the most favourable offer that will obtain the maximum number of points according to the following formula:  $T = T1 + T2$**

**1.) T1 = price in EUR excluding VAT (max. 60 points)**

(lowest price/price offered by an offeror) x 60

**2.) T2 = condition (max. 40 points)**

The condition of the crane will be determined by inspecting the subject offered (which must be permitted by an offeror) by the Contracting Authority or by its authorised, certified inspector who will professional inspect the crane offered and give a final report on the condition of the crane (for example wear and tear of the crane, condition of welds, mechanical and electrical components, etc.). The crane in the best condition will be awarded 40 points, the second best 25 points, the third best 10 points and each subsequent crane 0 (zero) points.

## II. OFFER DOCUMENTATION

Offer documentation must be prepared in Slovenian, in accordance with the requirements and enclosures in the Tender Documentation. It consists of the following documents:

1. *The completed label for addressing the envelop, affixed on the external envelop of the offer*
2. *The completed and signed form Offer, with enclosed completed information sheets, in printed and electronic format*
3. *The completed and signed form Information on Offeror and Sub-Contractors or Contractors in case of a joint offer.*
4. *The completed and signed form Reference, with enclosed certificates of contractors*
5. *The completed and signed form ESPD (for each commercial entity participating in the performance of the public procurement)*
6. *AJPES S.BON form, showing credit rating*
7. *The completed and signed form Sample Contract*
8. *The instruments of security*
9. *The completed and signed form Request for information from the criminal records (for each commercial entity participating in the performance of the public procurement and each physical person who is a member of its administrative, management or supervisory body or holds authorisations to represent, decide or supervise it)*

Forms are completed and signed, with a seal affixed as prescribed. They are placed in the order listed above (it is desirable that each 'chapter' under above indents has a divided, identifying the next chapter), bound in a folder, tied with a string and sealed with a sticker, across which a seal is affixed. **The component part of an offer is also a CD with an electronic copy (original and scanned) of complete offer documentation in a pdf format.**

Statements in documents enclosed must demonstrate an actual and accurate state and must be provable. The same applies to copies of required certificates and extracts except where an original is not specifically requested.

### 4.1. Offer

The document 'Offer' has to contain all the required information which are:

- In a case of a joint offer, the managing partner of the offeror is identified.
- The price offered must include all costs and duties associated with the performance of the procurement, including value added tax (VAT). Aside from the price offered, the total pre-invoice value (excluding VAT) must be stated and the amount of tax (VAT) on this value. All the amounts must be expressed in EUR.
- The offer is for the whole procurement. Partial offers will not be considered.
- The offer must be valid for at least 90 days after the deadline for its submission.
- Deadlines offered for the performance of the procurement cannot be longer than prescribed.
- The offeror bears all costs arising from drawing-up and submitting its offer. The Contracting authority will not reimburse offerors any costs arising from drawing up their offers nor any other costs arising during the course of the public procurement procedure.

### 4.2 Information on commercial entity

A commercial entity can appear in its offer as an independent offeror, as the main contractor, as a managing partner in a joint offer, as a partner in a joint offer, or as a sub-contractor.

If one commercial entity appears in an offer it is regarded that it supplies all the goods that are the subject of the procurement as an independent offeror. If more commercial entities appear in an offer, in addition to information on each entity, the part of goods supplied by a particular entity and the value of these goods (excluding VAT) must be stated for each entity.

A sub-contractor requesting a direct payment from the Contracting authority must submit, in accordance with the law (ZJN-3), a request that the Contracting authority pays directly pay its claim against the offeror.

#### **4.3 Evidence on satisfying conditions for recognising capacity**

Each commercial entity appearing in an offer must, according to the part of the procurement accepted, submit requested evidence on satisfying conditions for recognising capacity. The part of procurement accepted is to be performed only by the commercial entity that had evidence required and had provided all required staff and technical capacity for performing the procurement at the time the contract is awarded.

Evidence is prepared in the order of conditions for recognising capacity, first for an offeror or the managing partner, then for partners and sub-contractors.

#### **4.4 Specifications of the procurement and proforma invoice**

The offer must have enclosed to it the Contracting Authority's specifications of the procurement (description of the procurement, technical specifications, technical conditions, completed information sheet, etc.) which show the content and the scope of the procurement. All specifications of the procurement must be taken into consideration. An offeror may not change the specifications of the procurement. It is permitted only to enter information. An offeror must also submit technical documentation of the equipment offered. Technical specifications contain descriptions and technical characteristics of the equipment requested which cannot be changed. The column 'requested information' shows the information which the subject of the procurement must comply with. In the column 'Offer information' (where applicable) mark if the subject of the offer complies with the requirements of the Contracting Authority or enter the information on the equipment offered. In a case where information is not entered or identified and the Contracting authority cannot determine on the basis of the offer submitted if the offered equipment complies with the required conditions, the Contracting authority will consider that the offeror is not offering the required conditions and such offer will be excluded as incomplete.

#### **4.5 Contract sample**

The enclosed contract sample must be completed and signed, affixed with an offeror's stamp and initialled by the offeror on each page.

#### **4.6 Instrument of security**

An instrument of security is submitted in accordance with point 2.5 of these Rules.

### III. FORMS

- OFFER with enclosures (OBR-1)**
- INFORMATION ON OFFEROR AND SUB-CONTRACTORS OR CONTRACTORS IN CASE OF A JOINT OFFER (OBR-2)**
- REFERENCE(OBR-3)**
- CONTRACT SAMPLE (OBR-4)**
- LABEL FOR ADDRESSING AN OFFER (OBR-5)**
- REQUEST FOR INFORMATION FROM THE CRIMINAL RECORDS OF LEGAL PERSONS (OBR-6)**
- REQUEST FOR INFORMATION FROM THE CRIMINAL RECORDS OF PHYSICAL PERSONS (OBR-7)**
- STATEMENT/INFORMATION ON PARTICIPATION OF PHYSICAL AND LEGAL PERSONS IN THE OWNERSHIP OF AN OFFEROR (OBR-8)**
- ELECTRONIC FORM ESPD** (for each commercial entity participating in the performance of the public procurement; see point 3.1)

## OFFER

Offer no.: \_\_\_\_\_  
 Public procurement  
 no.: 341/2017

**1. Contracting authority:** **LUKA KOPER, d.d., Vojkovo nabrežje 38, 6501 KOPER**

**2. Subject of the procurement:** **PURCHASE OF USED GRAB UNLOADER CRANE**

**3. Offeror:**

**4. Price offered:**

Price offered, excluding VAT:

--

EUR

Price offered, including VAT:

--

EUR

When calculating the price offered, all elements affecting the price are included. The price offered includes all costs and duties concerning the performance of the procurement.

- 5.** For equipment offered, manufactures in year \_\_\_\_\_ we give \_\_\_\_\_ years of warranty.
- 6.** The deadline for the supply of the crane and any possible modification (outside the area of Port of Koper) is \_\_\_\_\_ months after signing the contract.
- 7.** Unloading the crane onto the operative quay and making the crane operational in: \_\_\_\_\_ days.
- 8.** Testing and delivery of the crane in: \_\_\_\_\_ days.
- 9.** Offering the supply of spare (mechanical and electrical) parts: \_\_\_\_\_ years.
- 10.** The offer applies to the whole procurement (e.g. to the whole equipment) in accordance with the Tender Documentation which is an enclosure to this offer.
- 11.** The prices per unit in the offer are fixed and unchangeable.
- 12.** The offer must be valid for at least 90 days after the deadline for its submission.
- 13.** The crane offered has all the properties as set out in the Tender Documentation and it fully complies with the requirements of the Tender Documentation and specifications.
- 14.** We undertake to perform the procurement in accordance with the requirements of the tender documentation.
- 15.** The public procurement will be performed as stated in the offer and will not be transferred to another provider. The Contracting Authority will be immediately informed of sub-contractors involved, and which works or materials and the value of these works and materials to be performed by the sub-contractor involved as otherwise it must settle to the Contracting Authority costs and damages arising from late notification.
- 16.** We state that we had examined all the Tender Documentation and fully agree to it.
- 17.** We state that the equipment offered complies with all the required conditions and includes the delivery of all required technical documentation, a-tests, certificates, instructions for operation, maintenance and safe work (in Slovenian and English, and labels on the equipment) as well as other certificates on the compliance of the equipment and technical documentation.
- 18.** We state that we will provide assistance upon the launch, training of operators and maintenance staff and any assistance for installing the equipment, provide suitable documentation for passing the



inspection of the field and to obtain a certificate on the proper working order of the installed active fire protection system.

**19.** The contractor provides an authorised servicer within the European Union.

**20.** In eight (8) working days of signing the contract, we will deliver to the Contracting Authority an instrument of security, in the value of 10 % of the contract value including VAT, as a security for timely performance of contractual obligations, with the validity of at least ninety (90) days after the expected acceptance of the goods.

**21.** We state that we have available all required staff capacity for successful performance of the public procurement and within the deadline stipulated by the Contracting Authority.

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

Offeror:

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

Seal:

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

Enclosures:

- Technical documentation in Slovenian or English, showing expert technical properties of the equipment offered as shown in the Contracting Authority's requirements.

**INFORMATION ON OFFEROR AND SUB-CONTRACTORS OR CONTRACTORS IN CASE OF A JOINT OFFER**

**1. OFFER**

Offer for the performance of the procurement procedure JN 341/2017 »PURCHASE OF USED GRAB UNLOADER CRANE« is given (mark with X as applicable):

- independently  
 with sub-contractors  
 joint offer

**2. INFORMATION ON OFFEROR**

**2.1 Information on offeror**

Full name of offeror	
Address of offeror	
Responsible person/s or legal representative for signing the contract	
Legal representative or authorised person for signing the contract	
Registration number	
VAT identification number	
Bank account number	
Name and address of the bank	
BIC/SWIFT	
Telephone	
Email	

**2.2 Offer with sub-contractors - information on sub-contractors**

Offerors complete point 2.2. in a case where they are participating in the public procurement together with sub-contractors.

In the public procurement JN 341/2017, we are participating with the following sub-contractors:

No.	Full name of a sub-contractor, its address, authorised person, registration number, VAT identification number	Description of works to be performed by the sub-contractor	Quantity (%)	Value (EUR excluding VAT)
1.				
2.				
3.				
4.				

Note: Where an offeror participates with more sub-contractors, the offer must contain the required information in a table with the same information. An additional sheet must be signed by an offeror, with its seal affixed, and it must show that the information is given for this public procurement.

### 2.3 JOINT OFFER

Offerors complete point 2.3. in a case where they submitting a joint offer.

In the public procurement JN 341/2017, we are participating with the following offerors:

No.	Full name of a co-offeror, its address, authorised person, registration number, VAT identification number	Description of works to be performed by the co-offeror	Quantity (%)	Value (EUR excluding VAT)
1.				
2.				
3.				
4.				

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

Offeror: \_\_\_\_\_

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

Seal: \_\_\_\_\_

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

**REFERENCE**

Under criminal and material liability we state that the information provided below on reference works is true. Upon request of the Contracting Authority we will submit any additionally required evidence on successful performance of the listed reference works.

Name of reference work	
Contractor for the reference work (name and address)	
Provider of the reference work	
Partners in the reference work (in case of joint performance)	
Sub-contractor (where the commercial entity participated as a sub-contractor of a main contractor)	
Share of the performance in the total value of the transaction, in EUR excluding VAT, in a case of participating in a joint transaction (in %)	
Value of the total transaction (excluding VAT)	
Date of realisation of the transaction	
Description of works demonstrating compliance with conditions (for example properties of the equipment supplied, quantity of the equipment supplied, etc.)	

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

Offeror:

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

Seal:

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

**CERTIFICATE OF A CONTRACTOR FOR REFERENCE WORK**

**The Contractor \_\_\_\_\_ confirms that the supplier or its sub-contractor \_\_\_\_\_, supplied the equipment stated in the table above on time and of the right quality.**

The responsible person of the Contractor where additional information can be obtained: \_\_\_\_\_, tel. \_\_\_\_\_, email.....

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

Contractor:

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

Seal:

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

Note:  
In event the commercial entity appeared as a sub-contractor in performing the reference works, it is necessary to submit either a reference certificate signed by the contractor or a reference certificate signed by the main supplier of the reference works to which a confirmed reference of the contractor of goods of the main supplier is enclosed.

**LUKA KOPER, port and logistic system, a public limited company,  
Vojkovo nabrežje 38, KOPER  
represented by the president of the board of the public limited company Dimitrij Zadel and the  
board member Metod Podkrižnik,  
as the CONTRACTING AUTHORITY**  
Identification number: SI89190033  
Registration number: 5144353

and

\_\_\_\_\_ (name of the supplier)  
\_\_\_\_\_ (name of the supplier)  
represented by \_\_\_\_\_ (authorised representative of the supplier for signing the  
contract)  
as the SUPPLIER  
Identification number: \_\_\_\_\_  
Registration number: \_\_\_\_\_

conclude the following

**CONTRACT NO. JN 341/2017/\_\_\_\_\_ - \_\_\_\_\_**

## **I. SUBJECT OF THE CONTRACT**

### Article 1

The subject of this Contract is the supply of a used GRAB UNLOADER crane on the basis of the public procurement JN 341/2017 »PURCHASE OF USED GRAB UNLOADER CRANE«.

The technical properties of the goods, the deadline of the supply and the deadlines of individual phases for the acceptance of the crane appear in the offer documentation of the seller which is the component part of this Contract. In event of discrepancy between the Contract and the offer, the provisions of this Contract.

## **II. CONTRACT PRICE**

### Article 2

The final price offered for the supply of goods in accordance with the technical requirements and on the basis of the submitted offer is:

\_\_\_\_\_ EUR  
in words \_\_\_\_\_ 00/100 EUR

The contract price is net, excluding value added tax. In accordance with valid laws, VAT shall be added by the supplier on the invoice issued to the Contracting Authority.

The contract price is fixed and includes all costs for transportation, delivery, installation and testing at the location of the buyer, and assistance upon and after launch, training of operators and maintenance staff and providing suitable documentation. The buyer shall pay the seller the above stated contract price. The seller ensures that the crane meets all requirements for its import into the EU and has all required certificates, complies with all safety measures, norms, technical regulations and standards applicable in the Republic of Slovenia.

### **III. PAYMENT CONDITIONS**

#### Article 3

The purchase price under Article 2 of this Contract, as reduced by any penalties under Article 8, shall be paid by the buyer within 75 days after the successful acceptance of the crane, including accompanying documentation, warranties and financial security for remedying faults during the warranty period as defined in Article 11 of this Contract. The day the goods are accepted is the day of signing the acceptance record by both contracting parties as set out in Article 9 and 10 of this Contract. The conditions for issuing an invoice is having a signed acceptance record. The acceptance of goods shall take place at the location agreed with the Contracting Authority.

The payment are to be made to the bank account opened at the bank \_\_\_\_\_, IBAN: \_\_\_\_\_, BIC/SWIFT of the bank: \_\_\_\_\_

The invoice issued for the supply of goods stated in Article 1 of this Contract, and seller shall state the number of this Contract.

In event of delay in payment the buyer shall pay statutory default interests.

The Contracting Authority undertakes to pay each invoice to the supplier in 75 days after the date of the service performed, e.g. from the date of signing the acceptance record. The Contracting Authority may settle its obligations before the deadline in agreement with the supplier by being granted a 0.5 % discount for every 10 days the payment is made early, e.g. cassa-sconto on the total value of the Contracting Authority's obligation. In such a case the supplier shall issue a credit note to the Contracting Authority, in the amount of the cassa-sconto for any early payment made.

#### Article 4

The seller shall retain the ownership right on the goods until the buyer pays the full purchase price.

From the moment the acceptance record is drawn up and until the payment of the purchase price, the seller shall allow the buyer to use the equipment upon the buyer's responsibility and without any compensation to the buyer without the buyer losing any of the seller's warranties under this Contract.

### **IV. OBLIGATIONS OF THE SUPPLIER AND THE SUPPLY CONDITIONS**

#### Article 5

By this Contract, the supplier undertakes to supply and deliver for ownership and possession a crane, including its accompanying documentation, at the location agreed by the Contracting Authority, no later than in 6 months after signing this Contract (e.g. within the deadline for each phase of the acceptance as determined by the selected offeror in its offer on OBR-1, e.g. as arising from the offered documentation of the offeror) for which the buyer shall pay the contract price listed in this Contract.

The supplier undertakes:

- to supply the crane with due diligence and in accordance with the provisions of this Contract;
- the crane will be in proper working order, without material and legal faults, and will comply with valid standards (CE - document of compliance) in the Republic of Slovenia, technical specifications and all standards concerning safety at work, quality and load capacity, etc.;
- to continuously and timely inform the buyer of any factors that could affect the quality or timely performance of obligations under this Contract;
- offer and submit suitable warranty.

The supplier shall perform all its obligations in accordance with the content of this Contract.

#### Article 6

An instrument of financial security (original, unconditional, irrevocable bank guarantee, redeemable upon first demand, issued according to the Uniform Rules for Demand Guarantee (URDG), revised in 2010, issued by ICC under no. 758 or an equivalent surety insurance) for timely performance of contractual obligations, in the amount of 10 % of the contract value incl. VAT, shall be submitted in eight (8) days after signing the Contract; otherwise the Contracting Authority has the right to withdraw from the Contract without any obligations towards the contractor and liquidate the instrument for security for earnestness of offer. The instrument of financial security must be valid for at least 90 days after the anticipated date of delivering the goods. If during the performance of the contract, deadlines, quality or quantity change, the instrument of financial security must be accordingly amended or its validity extended to the effect that it is always valid for at least 90 after the anticipated date for delivering the goods.

The instrument of financial security for quality and timely performance of contractual obligations may be liquidated by the Contracting Authority if the contractor does not perform its obligations towards the Contracting Authority in accordance with the Contract, according to the agreed quality, quantity and within the deadline, and in case if the contractor does not perform its contractual obligations because insolvency proceedings had been initiated against it.

## V. SUB-CONTRACTORS

#### Article 7

If the supplier acts with a sub-contractor in the performance of the procurement, it accepts in its name all the obligations and liabilities for participating sub-contractors.

For the performance of contractual works, the supplier will include the following sub-contractors:

---

The supplier undertakes to conclude a contract with sub-contractors which will clearly define the type and scope of their supply and the price of their goods. Any direct payments to sub-contractors are governed in accordance with Article 94 of the ZJN-3. Direct payments to sub-contractors obligate the Contracting Authority and the main contractor only where a sub-contractor requests a direct payment in accordance with Article 94(2) and (3) of the ZJN-3.

If a sub-contractor does not request a direct payment from the Contracting Authority, the main contractor undertakes by this Contract to submit to the Contracting Authority, within 60 days from the payment of a final invoice or situation, its written statement that it had paid all its sub-contractors who are directly involved in the performance of the public procurement and a written statement of sub-contractors they had received the payments.



## **VI. CONTRACTUAL PENALTY**

### Article 8

If the seller is in delay in the supply of goods for any reason or is in the delay during an individual phase in the supply of the crane, except in a case of force majeure, the seller owes to the buyer 0.5 % of the contract price for each starting week of the delay. The payment of penalties for delay shall not exceed 10 % of the contract value.

In case of delay in the supply of goods or during a particular phase in the supply of the crane, the Contracting authority shall claim from the contractor any damages suffered.

The payment of penalty by the seller does not relieve any warranty obligations under this Contract.

If the contractual penalty is not set-off against the obligation of the buyer in the acceptance record, the seller shall settle the penalty in 8 days from the time an invoice is issued, by making a payment to the bank account of the buyer, no. IBAN SI56101000000001935, open at Intesa Sanpaolo Bank d.d.

## **VII. QUANTITY AND QUALITY ACCEPTANCE**

### Article 9

Quantity and quality acceptance of the goods set out in Article 1 of this Contract is made by the acceptance committee of the buyer at the Port of Koper.

### Article 10

If the acceptance committee finds that the supply complies with the contractual requirements it shall draw up an acceptance record which is the basis for making the payment set out in Article 2 of this Contract.

If the acceptance committee finds during quality and quantity inspection that the supply does not comply with the contractual requirements, it shall draw up a record of inspection by which the acceptance shall be refused and demand that the seller remedies faults or deficiencies within a particular deadline. In such a case, it shall be regarded that the seller is in delay in performing its obligations.

If part of the supply complies with the contractual requirements, partial acceptance may be made by an acceptance record while the supply of the remaining part is refused as specified in a record of inspection, and a demand is made on the seller to remedy faults or deficiencies within a particular deadline. In such a case, it shall be regarded that the seller is in delay in performing its obligations.

A copy of the record of inspection shall be delivered to the seller in case of rejecting the supply or in case of a partial acceptance as soon as possible and no later than within 8 working days from the time the quality and quantity inspection of the supply took place.

The seller undertakes to perform acceptable supply upon own costs within 8 days from receiving the record of inspection in which deficiencies are stated.

If the seller does not perform its obligation within the deadline specified in the preceding paragraph of this Article, the buyer may withdraw from the contract without any obligations towards the seller while the seller shall be liable to the buyer for all damages incurred by the supply that does not comply with the contractual requirements.

## VIII. DOCUMENTATION

### Article 11

Together with the crane, the seller shall deliver to the buyer the following documentation: an accompanying certificates of the equipment, an equipment compliance certificate - CE certificate in Slovenian, instructions for operation, maintenance and safe use (in Slovenian and English, and markings on the equipment), a catalogue of spare parts, the crane's technical description, a warranty statement, a general arrangement drawing, workshop drawings of sections and subsections, an electrical scheme, all in 4 physical copies, and other certificates of compliance and technical documentation in 3 physical copies and full documentation in 1 electronic format.

## IX. WARRANTY

### Article 12

The seller warrants that all agreed technical and other properties of the goods stated in the offer documentation will be satisfied. The seller also warrants that the crane will comply with all prescribed standards, quality and properties, as well as safety at work to allow the buyer to use the equipment according to its intended use.

The warranty period starts on the day the crane is accepted as stated in Articles 9 and 10 of this Contract. The warranty includes all faults that arise during the warranty period, including all costs for repair, transportation, spare parts, installation, arrival of authorised servicers, performance of works, etc.

The seller warrants to repair at own costs all deficiencies that arise during the warranty period by starting to remedy each faults that arise due to installation or manufacture faults or faults the actual equipment within 12 hours (during working days) from the time of receiving a notification of the buyer.

If the seller does not start remedying faults within the deadline listed in the preceding paragraph, the buyer may undertake the repairs itself or engage other another person to undertake the repairs upon the seller's costs in either case. By engaging another person or undertaking to remedy the deficiencies itself, the buyer does not lose rights and obligations from the seller's warranty for the crane.

The seller provides at least 2 (two) year warranty from the time of acceptance of goods.

Parts replaced or repaired during the warranty period are subject to the same warranty as original parts or equipment, e.g. for at least 2 (two) years from the time of their replacement or repair.

Upon acceptance, as a condition for good acceptance, the seller shall deliver to the buyer an instrument of financial security (original, unconditional, irrevocable bank guarantee, redeemable upon first demand, issued according to the Uniform Rules for Demand Guarantee (URDG), revised in 2010, issued by ICC under no. 758 or an equivalent surety insurance or a deposit to the bank account of the Contracting Authority, no SI5610100000001935) for remedying faults during the warranty period, in the value of five percent (5 %) of the contract value including VAT. The validity of the instrument of financial security must be at least thirty (30) days longer than the warranty period under Article 12 of this Contract.

In event the warranty period covers faults that will not be remedied before its expiry, the contractor shall extend the validity of the instrument of financial security for remedying faults during the warranty period.

The instrument of security for remedying faults during the warranty period may be liquidated under the following conditions:

- if the supplier does not perform warranty obligations during the warranty period, in the manner and as set out in this Contract;
- if insolvency proceedings had been initiated against the supplier (e.g. compulsory settlement or bankruptcy) or proceedings for strike-off from the court register without liquidation, or voluntary or compulsory liquidation.

The seller shall remedy any faults and deficiencies during the warrant period that arise and represent a difference between the actual functioning and the requirements in the specifications.

In the case the seller does not deliver to the buyer the instrument of financial security for remedying faults during the warranty period, the buyer shall be entitled to retain 10 % of the purchase value for the duration of the warranty period under this Article. The payment retained is not interest bearing.

## **X. EXCLUSION OF LIABILITY**

### Article 13

Force majeure shall extend the supply deadline for the period of its duration.

Force majeure includes all those circumstances that arise after signing the Contract and which the contracting parties could have anticipated, avoided or prevented. Examples of such events are natural disasters, war, strike or uprising.

### Article 14

The contracting party who is affected by force majeure shall immediately sent a fax, telegram or an email notification to the other contracting party, stating approximate duration of force majeure and the reasons thereof.

Once force majeure ends, the contracting party shall inform the other contracting thereof in the same manner as it informed of its start.

### Article 15

The contracting party affected by force majeure shall document it.

### Article 16

If force majeure last longer than two months the contracting parties shall agree on continuing with the performance of the contract. If the parties cannot reach an agreement either party may withdraw from the contract without any claims for damages by the other.

## **XI. WITHDRAWAL OF CONTRACT**

### Article 17

The Contracting authority may withdraw from the contract for reasons set out by law and without any obligations to the supplier if the supplier:

- is subject to insolvency proceedings (compulsory settlement or bankruptcy) or proceedings for strike-off from the court register without liquidation, or voluntary or compulsory liquidation;
- breaches its contractual obligations and does not remedy them within the deadline given by the Contracting Authority;
- is in serious breach of this Contract.

The Contract may also terminate if the Contracting authority is notified that a competent State authority or court had found by its final decision breaches of employment, environmental or social laws by the contractor or its sub-contractor in the performance of a public procurement.

In the case where the Contracting Authority may withdraw from the Contract or if the Contract terminates for reasons laid down by law, as well as in a case where the supplier does not perform its obligations within the deadline, the supplier shall pay the contractual penalty for non-performance of contractual obligations in the amount of 10 % (ten percent) of the contract value excluding VAT.

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

### Article 18

The contracting parties confirm they are notified and aware of the fact that this Contract is null and void if during the phase of its conclusion or performance, anyone in the name or for the account of one contracting party, promises, offers or gives to the representative of the other contracting party any unlawful benefit in order to obtain the works under this Contract, or to conclude the works under more favourable terms, or to omit mandatory supervision over the performance of contractual obligations, or any other act or omission by which contracting parties incur or will incur any damage, or it was or will be possible for a representative or agent of either contracting party to obtain any unlawful benefit.

The contracting parties undertake to avoid any action that could cause the Contract to be null and void under the preceding paragraph of this Article. This statement constitutes a statement in accordance with regulations on integrity and prevention of corruption.

### Article 19

Amendments and supplements of this Contract shall be valid only if concluded in writing and signed by both contracting parties. For all questions not governed by this Contract, the parties agree to apply the provisions of the Code of Obligations of the Republic of Slovenia.

## **XIII. VALIDITY OF CONTRACT**

### Article 20

The contracting parties shall amicably resolve any disputes arising from or due to this Contract. Where amicable solution shall not be possible, the competent court in Koper shall have the jurisdiction for dispute resolution, by applying Slovenian law according to which this contractual relationship shall be assessed.

### Article 21

This Contract shall enter into effect on the day of its signing by both contracting parties. The Contract is drawn in four copies of which each contracting party receives two copies.

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

Contracting authority:  
Luka Koper ,d.d.

Represented by the president of the  
board of the public limited company,  
Dimitrij Zadel

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

Supplier:  
\_\_\_\_\_ (name)

\_\_\_\_\_  
(person authorised for signing the Contract)

Board member  
Metod Podkrižnik

**LABEL FOR ADDRESSING AN OFFER**

*To be completed (name and address of the sender), cut-out and affixed to the envelope!*

<b>Sender:</b> Name:  Address:	<b>Offer received (completed by recipient):</b> Date: ..... Hour: ..... Sequence no.: ..... Signature: ..... Seal:
<b>Public procurement:</b> <b>PURCHASE OF USED GRAB UNLOADER CRANE</b>  Public procurement no. <b>341/2017</b> The deadline for receipt:     27.2.2018 by 09.30	<b>Recipient:</b> <b>LUKA KOPER, D.D.</b> <b>VOJKOVO NABREŽJE 38</b> <b>6501 KOPER</b>
<b>DO NOT OPEN - OFFER!</b>	

**REQUEST FOR INFORMATION FROM THE CRIMINAL RECORDS  
OF LEGAL PERSONS**

PUBLIC PROCUREMENT	
Contractor:	Luka Koper, d.d. Vojkovo nabrežje 38 6501 Koper
Public procurement designation	341/2017
Subject of the public procurement	PURCHASE OF USED GRAB UNLOADER CRANE
INFORMATION OF COMMERCIAL ENTITY	
Full name of commercial entity	
Seat of commercial entity	
Municipality of the seat of commercial entity	
Registration number of commercial entity	
Purpose of issuing the certificate	Verification of compliance with conditions under Article 75 of the ZJN-3 in the above stated public procurement procedure.

The above signed representative authorise the Contracting Authority to obtain all required information and certificates from the criminal record of legal persons from the competent authority for the purpose of this public procurement procedure.

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

Offeror: \_\_\_\_\_

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

Seal: \_\_\_\_\_

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

**REQUEST FOR INFORMATION FROM THE CRIMINAL RECORDS  
OF PHYSICAL PERSONS**

PUBLIC PROCUREMENT	
Contractor:	Luka Koper, d.d. Vojkovo nabrežje 38 6501 Koper
Public procurement designation	341/2017
Subject of the public procurement	PURCHASE OF USED GRAB UNLOADER CRANE
INFORMATION ON PHYSICAL PERSON	
EMŠO (personal identification no.)	
Name and surname	
Date of birth	
Place of birth	
Municipality of birth	
Permanent/temporary residence	
Nationality	
Previous personal name if any	
Purpose of issuing the certificate	Verification of compliance with conditions under Article 75 of the ZJN-3 in the above stated public procurement procedure.

The above signed representative authorise the Contracting Authority to obtain all required information and certificates from the criminal record of physical persons from the competent authority for the purpose of this public procurement procedure.

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

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

\_\_\_\_\_  
(name and surname, and signature  
of person)



**STATEMENT/INFORMATION ON PARTICIPATION OF PHYSICAL AND LEGAL  
PERSONS IN THE OWNERSHIP OF THE OFFEROR**

**and**

**ON COMMERCIAL ENTITIES WHICH ARE CONSIDERED AS ASSOCIATED  
COMPANIES WITH THE OFFEROR ACCORDING TO THE LAW GOVERNING  
COMPANIES**

(Article 14(6) of the Integrity and Prevention of Corruption Act, Official Gazette of the RS No  
69/2011)

PUBLIC PROCUREMENT	
Contractor:	Luka Koper, d.d. Vojkovo nabrežje 38) 6501 Koper
Public procurement designation	341/2017
Subject of the public procurement	PURCHASE OF USED GRAB UNLOADER CRANE
INFORMATION ON LEGAL ENTITY - OFFEROR	
Full name of the offeror	
Seat of the offeror	
Municipality of the seat of the offeror	
Registration number of the offeror	
Entry no. in the court register	

Below signed representative state that the following entities (physical and legal persons) participate in the ownership of the above offeror:

No.	Name and surname/Name	Address of permanent residency/seat	Share of ownership in %
1			
2			
...			

Below signed representative state that, in accordance with the provisions of the law governing companies, the following entities (physical and legal persons) are associated companies with the offeror:

No.	Name	Seat	Registration number
1			
2			
...			

\* In case the offeror does not complete this table the Contracting authority shall consider that the offeror does not have any associated companies

**All above required information are to be submitted by the offeror in an electronic format as well**  
If the offeror submits a false statement or incorrect information as to the facts, this shall result in the contract/framework agreement being null and void

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

Offeror: \_\_\_\_\_

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

Seal: \_\_\_\_\_

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