



Number of the public contract: 92/2023

Date: 20/09/2023, supplemented or amended 06/10/2023,
supplemented or amended 25/10/2023, supplemented or
amended 27/10/2023

TENDER SPECIFICATIONS for a public contract

Subject-matter of the public contract: **CONSTRUCTION OF BERTH 12 AND ROLL-ON/ROLL-OFF BERTH WITH THE NECESSARY INFRASTRUCTURE ON THE PIER II**

Number of the public contract: **92/2023**

Type of procurement procedure: **Open procedure**

WARNING: The English translation of the tender or procurement documents is intended only as initial assistance to help tenderers understand the content of the contract and to establish if they are interested in submitting a tender. During the notification stage, the tender documents in Slovenian language will be supplemented or amended as necessary with regard to questions submitted by potential tenderers on the Public Procurement Portal. The English translation of the tender or procurement documents will not be supplemented or amended by the contracting authority. The same applies to the translation of the descriptions of the items in the bill of quantities.



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I. INSTRUCTIONS TO TENDERERS FOR THE PREPARATION OF TENDERS

1. BASIC DATA ABOUT THE TENDER

1.1. INFORMATION ON THE CONTRACTING AUTHORITY AND THE PROCEDURE

Contracting authority:	Luka Koper, d.d. Vojkovo nabrežje 38 6501 Koper
Code of the public contract:	JN 92/2023
Subject-matter of the public contract:	CONSTRUCTION OF BERTH 12 AND ROLL-ON/ROLL-OFF BERTH WITH THE NECESSARY INFRASTRUCTURE ON THE PIER II
Procedure:	Open procedure
Basis (Article) under the Public Procurement Act: (Official Gazette of the Republic of Slovenia, Nos. 91/15, 14/18, 121/21 and 10/22; hereinafter referred to as ZJN-3)	Article 40

This public procurement/contract award procedure is governed by Regulation (EU) 2022/1031 of the European Parliament and of the Council of 23 June 2022 on the access of third-country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI).

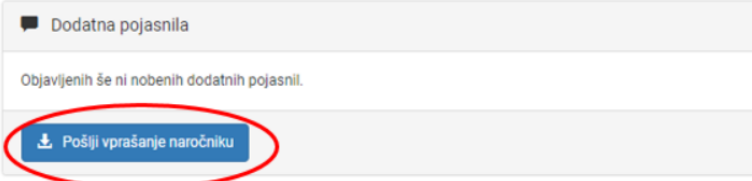
1.2. SUBJECT-MATTER OF THE PROCUREMENT

Type	Construction
Subject-matter of the procurement:	Subject-matter of the procurement is the construction of berth 12 and roll-on/roll-off berth with the necessary infrastructure on the pier II.
Deadlines for the implementation of the works:	They are listed in Article 20 of the Model Contract later in this document

1.3. PROCUREMENT DOCUMENTS

All the documentation relating to the award of the contract is published on the public procurement portal. The documents are available free of charge.

Contact details for further clarifications	Tenderers may ask questions via the public procurement portal www.enarocanje.si when publishing the contract in question. The question should be asked at the end of the page of the contract procurement, under the heading „Dodatna pojasnila“(Further clarifications), by selecting the option „Pošlji vprašanje naročniku“(Send a question to the Contracting Authority) (see below).
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	 <p>The Contracting Authority will not answer questions not asked in the above manner.</p>	
Deadline for submitting questions	<p>The deadline for submitting questions is specified in the contract notice and any revisions thereof published on the public procurement portal www.enarocanje.si. The Contracting Authority will reply to the questions via the public procurement portal www.enarocanje.si when publishing the public procurement in question.</p>	
Visit is possible and recommended, but not mandatory!	Contact details for prior notification	Location and subject matter of the visit
	ogledi.jn@luka-kp.si	Luka Koper, d.d., Vojkovo nabrežje 38, 6000 Koper
	<p>Site visit is possible within the deadline for submitting questions by prior arrangement at least one day before the desired date of the visit.</p>	

1.4. SUBMISSION OF TENDERS AND PUBLIC OPENING

Submission of tenders	
Deadline for receipt of tenders	The deadline for the submission or receipt of tenders is indicated in the contract notice and any amendments thereto published on the public procurement portal www.enarocanje.si .
Mailroom	The e-JN information system at https://ejn.gov.si , at the time of publication of this procurement notice.
Amendment, modification and withdrawal of tenders	Tenderers may amend, modify or withdraw their tenders up to the deadline for receipt of tenders in accordance with the instructions for use of the e-JN (https://ejn.gov.si/aktualno/vec-informacij-ponudniki.html)
Public opening of tenders	
Time	One hour after the expiry of the deadline for the submission or receipt of tenders or as specified in the form and notifications of additional information, information on unfinished procedure or correction, if they will be published.
Location	The e-JN information system at https://ejn.gov.si , at the time of publication of this procurement notice.

2. INSTRUCTIONS TO TENDERERS

The Instructions to Tenderers set out the rules governing the conduct of business by the contracting authority and tenderers in the open procurement procedure, as well as guidance on the preparation and submission of tenders.

2.1 Financing of the contract

The procurement is partly financed by Luka Koper d.d. and partly by the European Union through the IPE program under the ACCESS2KOPERPORT project.

2.2 Amendments and clarifications to the tender documentation

The Contracting Authority reserves the right to amend or supplement the tender documentation during the period of the call for tenders and, if necessary, to extend the deadline for receipt of tenders. Amendments and modifications shall form an integral part of the Tender Documents.

Any amendments and clarifications to the tender documents will be published on the public procurement portal. Clarifications and amendments shall form an integral part of the tender documents and shall be taken into account when preparing the tender.

2.3 Confidentiality of data

In accordance with Article 35 of ZJN-3, the Contracting Authority shall ensure the protection of data considered as personal data or as classified information or as business secret according to the provisions of the law governing the protection of personal data.

If the tender contains information which the tenderer considers to be a business secret, the tenderer must indicate this in the tender or attach, in accordance with the Trade Secrets Act, a relevant decision designating the information which is a business secret, which will make it clear which information and where in the individual segments of the tender constitutes a business secret, all in compliance with the provisions of Article 35 of the ZJN-3 and other provisions of sectoral legislation (Law on Trade Secrets Act, etc.).

If a tender is submitted by a group of tenderers, the requirement to submit the decision referred to in the preceding paragraph shall apply to each individual co-tenderer in so far as the information in the tender relating to the co-tenderer constitutes a business secret.

The specification quantity, unit price, value per item and total value of the tender shall not be considered to be personal data, classified information or business secrets.

In accordance with Article 35 of ZJN-3, if a request for inspection of a tender is submitted, the contracting authority will notify and invite the tenderer to be present when other tenderers inspect his tender in order to protect his own interests.

2.4 Forms of participation of economic operators in the submission of a tender

As a bidder, any legal or natural person registered for an activity that is the subject of this public procurement and has all the prescribed permits to perform this activity may submit a tender in this public procurement procedure.

Stand-alone tender	A tender is a stand-alone tender in which only one economic operator (the independent tenderer), which alone fulfils all the conditions and requirements set out in the invitation to tender and which alone, with the skills and capacities provided, fully undertakes the performance of the contract.
Tender with subcontractors	The tenderer may subcontract a specific part of the public contract. In the case of subcontracting, the tender (OBR-2) must specify ALL subcontractors, their contact details and legal representatives, and each part



	<p>of the contract to be performed by each subcontractor (description of the work and quantity).</p> <p>If the tenderer is going to subcontract the works or services, the tenderer must, in addition to the required OBR-2, submit the following</p> <ul style="list-style-type: none"> - the completed ESPDs of these subcontractors in accordance with Article 79 of the ZJN-3; and - attach the subcontractor's request for direct payment, if requested by the subcontractor. <p>In the case of public contracts involving subcontractors, and if the subcontractors request direct payments in accordance with and in the manner provided for in Article 94(2) and (3) of the ZJN-3, the contractor must authorise the contracting authority in the public procurement contract to make direct payments to the subcontractors on the basis of a confirmed invoice or statement, and the subcontractor must provide a consent whereby the contracting authority, instead of the main contractor, pays the subcontractor's claim on the main contractor (assignment). The subcontractors' consents for direct payments shall be annexed to the contract. The deadlines for payments to the main contractor and to the subcontractors shall be the same.</p> <p><u>The main contractor who involves one or more subcontractors in the performance of the contract must have valid subcontracts with the subcontractors at the time of conclusion of the contract with the contracting authority or at the time of performance of the contract.</u></p> <p>The tenderer shall be fully responsible to the contracting authority for the performance of the contract awarded, irrespective of the number of subcontractors indicated in his tender.</p>
Joint performance	<p>In the case of a public contract, joint tendering by several contractual partners is permitted.</p> <p>In the event that a group of tenderers submits a joint tender, it is necessary to specify in the tender (OBR-2) ALL those who will participate in this joint tender and their contact details, legal representatives and each part of the contract to be performed by each economic operator (description of works and quantity).</p> <p>The contract for the performance of the subject-matter of the public contract (partnership contract) shall be submitted by the tenderer to whom the public contract is awarded. The contract shall identify the managing partner who will accept from the contracting authority the obligations, instructions and, possibly, payments in the name and on behalf of all participants, and the proportion and type of services to be provided by each partner. <u>The contract shall clearly stipulate that all partners shall be jointly and severally liable to the contracting authority for the whole and any part of the obligation.</u></p>
Foreign tenderers	<p>Tenderers established in a foreign country must meet the same conditions as tenderers established in the Republic of Slovenia.</p> <p>Tenderers not established in the Republic of Slovenia will be required to provide evidence on meeting the conditions for qualitative selection in relation to the award of a public contract, translated into Slovene (e.g. certificates from the criminal records of natural persons; certificates from the criminal records of legal persons; an extract from the relevant register, such as the court register, or, in the absence of such a register, an equivalent document issued by a competent judicial or administrative authority in another Member State or in</p>

	<p>the country of origin or in the country in which the economic operator has his registered office).</p> <p>Instead of the above, the tenderer may, under criminal and material liability, submit a sworn declaration that it fulfils all the conditions for qualitative selection. This declaration must be made before a judicial or administrative authority, a notary public or a competent authority of professional or economic operators in the country in which the economic operator is established, and translated into Slovene.</p> <p>The tenderer undertakes to have the translations certified by a sworn translator at the request of the contracting authority, 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 (material) evidence that all the required conditions have been met.</p> <p>All communication with the contracting authority during the procurement phase and subsequent implementation of the works shall be in the Slovene language.</p>
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2.5 Financial collateral

2.5.1 Tender guarantee instrument

A financial collateral instrument (an unconditional, irrevocable bank guarantee, redeemable at first call, drawn up in accordance with the Uniform Rules for Demand Guarantees (URDG), or an equivalent suretyship insurance of an insurance company), amounting to EUR 1,000,000, must be submitted with the tender as tender guarantee. The financial collateral instrument must be valid for at least 120 days from the closing date for receipt of tenders.

The financial collateral instrument may be retained by the contracting authority if:

- the tenderer withdraws his tender after the deadline for receipt of tenders,
- the tenderer refuses to conclude the contract, or fails to conclude the contract within the offered deadline,
- the tenderer or contractor fails to deliver the financial security for good performance of contractual obligations to the contracting authority or fails to deliver it in due time;
- the contractor fails to deliver the appropriate insurance contract (policy) for general liability insurance and the liability for damage risks and for construction insurance to the contracting authority or fails to deliver it in time,
- the contractor does not start the contractually agreed works within the contractual deadline or does not start the works within any subsequent deadline set by the contracting authority
- the contractor is the subject of insolvency proceedings or proceedings for striking off the register without winding up before the financial security for good performance of contractual obligations has been lodged
- in any other case, if the contract is terminated for a reason attributable to the contractor before the delivery of the financial security for good performance of contractual obligations, or in any other case provided for in the contract or the procurement documents.

Financial security for good performance of contractual obligations may be submitted:

- together with the tender before the deadline for submission of tenders, electronically in PDF format, whereby the instrument itself must explicitly state that no documents other than a request by the beneficiary (i.e. the contracting authority) are required for its release;
- in the original by post or in person at the place of delivery, in an envelope duly marked with the code of the tender, the sender and the indication „do not open FINANCIAL SECURITY FOR GOOD PERFORMANCE FOR JN 92/2023 CONSTRUCTION OF BERTH 12 AND ROLL-ON/ROLL-OFF BERTH WITH THE NECESSARY INFRASTRUCTURE ON THE PIER II- in the



hands of the Public Procurement Department" (if there is any other document in the envelope in addition to the financial security instrument, it will not be considered as part of the tender documentation). The original of the financial security for good performance must be received by the contracting authority, irrespective of the method of delivery, before the expiry of the deadline for the submission of tenders. If it is delivered in person to the contracting authority, it shall be delivered to the shipping department on the 1st floor of the administrative building of Luka Koper d.d. at the address Vojkovo nabrežje 38, 6501 Koper.

2.5.2 Financial security for good performance of contractual obligations

Within eight (8) working days of the signature of the contract, a financial security for good performance of contractual obligations must be submitted in accordance with Articles 44 to 48 of the Model Contract OBR-5 set out in this documentation.

The contracting authority shall require that the successful tenderer, before issuing the financial security for good performance of contractual obligations, coordinates its content with the contracting authority or the contracting authority's representative indicated in the contract.

2.5.3 Financial security instrument to eliminate errors within the warranty period

The financial security instrument to eliminate errors within the warranty period shall be furnished in accordance with Articles 44 to 50 of the Model Contract OBR-5 set out in this documentation.

The Contracting Authority shall require that the successful tenderer, before issuing the financial security instrument to eliminate errors within the warranty period, coordinates its content with the contracting authority or the contracting authority's representative indicated in the contract.

2.5.4. Advance payment security instrument

An advance payment security instrument as defined in Articles 27 and 51 of the Model Contract (OBR-5) of these documents shall be required prior to the implementation of the advance payment.

The Contracting Authority shall require that the successful tenderer, before issuing the advance payment security instrument, coordinates its content with the contracting authority or the contracting authority's representative indicated in the contract.

2.5.5 Insurance covering the liability for damage risks and construction insurance

Within eight (8) working days from the signing of the contract, the tenderer shall deliver to the contracting authority:

- a copy of the insurance contract covering the liability for damage risks which may be incurred by the contracting authority and third parties in connection with the performance of the activities, together with the terms and conditions of insurance, in accordance with Clause 49 of the Model Contract OBR-5 set out in this documentation and
- a copy of the construction insurance contract together with the terms and conditions of insurance with Article 49 of the Model Contract OBR-5 set out in this documentation.

2.6 Tender price

It is assumed that before submitting the tender, the tenderer has visited and carefully checked the construction site and the surroundings, that he has seen all relevant data, that he has seen the existing roads and other traffic paths, that he knows all relevant elements that can influence the



organization of the construction site, that he has tested and checked all existing sources for the supply of material and all other circumstances that can affect the realization of works, that he has read all regulations and laws regarding the payment of fees, taxes and other contributions in the Republic of Slovenia, that he has fully studied the documentation regarding the handing over of works, that he has found all relevant data regarding the realization of works and that his tender was submitted based on all the mentioned factors.

The tenderer must take into account that the work in the port area is specific and requires absolute adaptation to the primary warehousing and transshipment activities of the contracting authority.

The contractor shall provide and include in the tender prices all costs relating to the marking of the worksite.

The contracting authority will carry out noise monitoring in accordance with the applicable legislation and the environmental permit; in case of exceeding the noise limit values, the contractor must adapt the work. The results of the measurements will be communicated to the contractor by the contracting authority. Any additional costs and deadline extensions incurred on this account will be disregarded by the contracting authority.

All costs related to the ongoing adjustment of the implementation to the port activities and other factors that may affect the implementation of the works must be included in the single tender prices!

Notwithstanding the above, the contracting authority will make every effort to enable the contractor to work as optimally and smoothly as possible with the aim of completing the works as soon as possible.

If electricity and water are provided to the contractor by the contracting authority, all connection and consumption costs shall be charged in accordance with the applicable price list.

The prices in the tender must be submitted in EUR without VAT and have to include all the costs of the contractor, which will be required to realize the tender (taxes, customs duties, transport and insurance costs, storage, access arrangements, storage costs, transport of persons and materials, daily subsistence allowances, mileage, tests at the headquarters of the tenderer, the contractor or external contractors, licences, taxes, translation, consultancy, materials, processing, etc.). The costs relating to the necessary movements of machinery or changes in the layout of the site required to carry out the contracting authority's transshipment operations will not be recognised by the contracting authority.

Inventories of the works shall include descriptions and quantities of the individual inventory items. The descriptions and quantities of individual inventory items may not be altered. In the event that the unit price and value of a particular item of the inventory is not given or a particular field of the inventory is not completed, or if the tenderer indicates „0, -, / included, already covered“, etc. in a field of the inventory which should have been completed, the contracting authority shall consider that this item is included in the total price.

The contracting authority reserves the right to subsequently request from an individual tenderer calculative bases, norms and analysis of item prices, and the tenderer undertakes to submit them at the request of the contracting authority.

The contracting authority will not accept any costs, which are not included in the offered price. The prices from the tender are fixed and unchangeable until the completion of the work to be carried out. Value added tax must be shown separately in the final tender value on the tender form.

2.7 Submission of the tender

Tenders must be submitted by tenderers to the e-JN Information System (hereinafter referred to as the system) to <https://ejn.gov.si>, in accordance with point 3 of the document Instructions for using the e-JN system: TENDERERS" (hereinafter: Instructions for using the e-JN), which is part

of tender documents and is published at the web address:

<https://ejn.gov.si>.

For foreign tenderers, it is also recommended to view the links below on <https://ejn.gov.si> in English, namely:

- <https://ejn.gov.si/en/ponudnik.html> (English version)
- <http://ejn.gov.si/documents/10193/191051/Registration+instructions+for+foreigners.pdf> (Quick instructions for registering in the e-JN system for foreign suppliers via SI-PASS)
- https://ejn.gov.si/documents/10193/191051/ejn_EO_instructions.pdf (Instructions for using the system in English language).

Before submitting their tenders, tenderers must register at the web address <https://ejn.gov.si> in accordance with the Instructions for using the e-JN. If the tenderer is already registered in the e-JN system, they sign in at the same address.

The user of the tenderer who is empowered to submit the tenders into the IT e-JN system, submits the tender by clicking on the button „Oddaj“ (submit). When submitting applications/tenders, the e-JN system records the identity of the user and the time of submission of the tender. With the act of submitting the tender, the user declares the intention to conclude a contract for the behalf of the tenderer (Article 18 of the Obligations Code). By submitting the tender, it becomes binding for the time indicated in the tender, unless the user of the tenderer withdraws or changes it before the expiration of the deadline for submission of tenders. A tender is deemed to be submitted on time if the contracting authority receives it via the e-JN system <https://ejn.gov.si> no later than by the deadline for the submission of tenders. A tender is deemed submitted if it is marked with the status „ODDANA“ (submitted) in the e-JN system.

Tenderers may withdraw or change their tenders by the deadline for the submission of tenders. If a tenderer withdraws their tender from the e-JN system, it is deemed that no tender has been submitted and the contracting authority will not see it in the e-JN system. If a tenderer changes their tender in the e-JN system, the contracting authority sees the last tender submitted.

It is not possible to submit any tender after the expiry of the deadline for the submission of tenders.

The page for submitting an e-tender in this procurement procedure can be accessed here: <https://ejn.gov.si>

In the e-JN system, the tenderer enters the total tender amount without tax in EUR and the amount of tax in EUR in the section „Skupna ponudbena vrednost“ (total tender value) in the space provided for that purpose. The amount including tax in EUR is calculated automatically.

The tenderer uploads the completed form „OBR 1 Ponudba“ in pdf format, and the completed form „Izpolnjen ponudbeni predračun oz. popis del s predizmerami“ (pro forma invoice or inventory of works with pre-measurements) in pdf format in the section „Dokumenti“ (documents), under „Ostale priloge“ (Other Annexes). „Skupna ponudbena vrednost“ (total tender value), which will be entered in the section of the same name and the document that will be uploaded as a pro forma invoice in the Proforma Invoice section, will be visible and accessible at the public opening of tenders.

In the event of discrepancies between the information given in the total tender value section, the information in OBR 1 Ponudba - uploaded in the section „Skupna ponudbena vrednost“ (total tender value) of the section „Predračun“ (pro forma invoice), and the full estimate (completed pro forma invoice or inventory of works with pre-measurements) - uploaded in the section „Dokumenti“ (documents), under „Ostale priloge“ (other annexes), the data given in the document submitted in the section „Dokumenti“ under „Ostale priloge“ shall be considered as valid.

2.8 Opening of tenders

The opening of tenders will take place automatically in the e-JN system at <https://ejn.gov.si>.

The opening of the tenders is as follows: at the time specified for the tender public opening, the e-JN system automatically displays information about the tenderer, variants, if requested or allowed, the total value of the tender, and gives access to the PDF document that the tenderer uploaded to the e-JN system in the Total tender price section, in the Estimate part. Minutes on the Tender Opening are generated with all relevant information concerning the tenderers and the tenders, which are accessible to the tenderers who have submitted tenders in the e-JN system.

Minutes on the Tender Opening shall be deemed to have been served on the tenderers.

After the public opening of tenders, the contact person of the contracting authority will normally send all notices and other information relating to the procurement by e-mail to the contact person of the economic operator indicated in the tender or via the e-JN system.

2.9 Review and assessment of the tenders

During the review of the tenders only those documents and statements will be considered, which are mandatory in accordance with the tender documentation.

In respect of the documents submitted in the tender and the statements (declarations) made, the tenderer may be required to make additions, corrections or amendments, clarifications, provide additional (material) supporting documents and to rectify calculation errors within the limits of the legal provisions. If the tenderer does not respond within the deadline specified in the contracting authority's invitation or does not submit the requested amendments, the tender shall be excluded.

2.10. Award decision

The contracting authority shall take a decision on the award of the contract no later than 90 days after the deadline for receipt of tenders and shall publish it on the public procurement portal.

After the decision regarding the tender the contracting authority can withdraw from the signing of the contract or realization of the public procurement due to reasons/in a way determined by law.

2.11 Legal protection

The legal protection of tenderers is guaranteed in accordance with the Legal Protection in Public Procurement Procedures Act.

2.12 Signing of the contract

The contracting authority shall invite the successful tenderer to sign the contract. **Upon receipt of the contract for signature, the successful tenderer shall return the signed contract to the contracting authority within five (5) working days of receipt**, otherwise it shall be considered that he withdraws from the conclusion of the contract. Where this is not possible due to justifiable circumstances, the contracting authority may, at the request of the tenderer, agree to a longer period.

Within eight (8) working days of the signature of the contract, the tenderer shall be obliged to provide a financial security for good performance of contractual obligations and to submit copies of the insurance contracts covering the liability for damage and construction insurance.

Otherwise, the contracting authority may withdraw from the contract without any obligations to the contractor and request reimbursement of the damage incurred from the contractor and redeem the financial security for good performance of contractual obligations or security for the quality and timely implementation of works, if this has already been submitted.

3. CONDITIONS AND CRITERIA FOR THE SELECTION OF TENDERS

3.1 Terms for acknowledgment of capability

The ESPD form represents the economic operator's formal statement that there are no grounds for exclusion and that he is eligible to participate while providing the relevant information required by the contracting authority. The ESPD form shall also include an official statement that the economic

operator will be able to provide, upon request and without delay, evidence that there are no grounds for exclusion or eligibility.

Entries in the ESPD and/or supporting documents submitted by the economic operator must be valid.

The economic operator of the contracting authority imports the ESPD form (XML file) from website: **<https://ejn.gov.si/espd>** and directly inserts the required information into it.

The completed and signed ESPD must be attached to the bid for all economic operators participating in the tender in any way (bidder, participating bidders in case of a joint tender, economic operators to whose capacities the tenderer and subcontractors refer).

The tenderer submitting the application for participation in the e-JN system shall upload their ESPD to the "ESPD - Tenderer" section and upload the ESPD of the other participants to the "ESPD - Other Participants" section. The tenderer uploads electronically signed ESPD in .xml form or unsigned ESPD in .xml form to the e-JN system. If submitted in the latter form, the tender is in accordance with the general conditions of use of the e-JN information system considered as a legally binding document with the same validity as a signed one.

For other participants, the tenderer shall enclose the signed ESPD in pdf. format in the section "ESPD - other participants" or an xml signed in electronic form.

In the event that the ESPD does not indicate a requirement to fulfil certain conditions, the contracting authority expressly reminds that each economic operator participating in the tender must demonstrate compliance with all the requirements and conditions which are in any way specified (depending on the form of the economic operator's participation in the tender) in the documentation relating to the award of the public contract.

The English version of the ESPD is available at: https://ec.europa.eu/growth/single-market/public-procurement/digital/espd_en.

The contracting authority will verify the fulfilment of the conditions prior to the issuing of the decision in such a way that it will call on the tenderers to submit the relevant supporting documents in accordance with Articles 77 and 78 of the ZJN-3. Tenderers not established in the Republic of Slovenia will have to provide appropriate evidence translated into Slovenian language.

3.1.1 Grounds for exclusion

Each (tenderer, partner, subcontractor) participating in the tender must comply with the following conditions:

- The economic operator is not the subject of insolvency or compulsory winding-up proceedings under the act governing insolvency and compulsory winding-up proceedings or of liquidation proceedings under the act governing companies, his assets or operations are not being administered by a liquidator or by the court, his business activities are not suspended, and, in accordance with the regulations of another country, he is not the subject of proceedings or is not in an analogous situation having the same legal effect.
- On the day on which the deadline for receipt of tenders or applications expires, the economic operator is not excluded from public procurement procedures on the grounds of being entered in the register of economic operators on whom secondary sanctions of exclusion from procurement procedures have been imposed from Article 110 of ZJN-3 (Exclusion grounds from Article 75(4)(a) of the ZJN-3).
- On the basis of Article 23(1) of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, and Council Decision (CFSP) 2022/578 of 8 April 2022 amending Decision 2014/512/CFSP concerning restrictive measures in view of Russia's actions

destabilising the situation in Ukraine, the contracting authority shall exclude from the procurement procedure an economic operator if it or the persons, entities or bodies referred to in the first paragraph of Article 5.k of Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine are subject to the prohibition from the first paragraph of Article 5.k of this Regulation.

An economic operator shall confirm compliance with this condition by submitting a completed and signed:

- ESPD form;
- Form OBR-3 or OBR-3a for subcontractors

3.1.2. Conditions for participation

3.1.2.1 Suitability to pursue professional activity

Each (tenderer, partner, subcontractor) participating in the tender must comply with the following conditions:

Entry in the commercial register: the economic operator is registered to carry out the activity which is the subject of the contract and which he undertakes in the tender (the economic operator must fulfil the condition for his part of the business).

An economic operator shall confirm compliance with this condition by submitting a completed and signed:

- ESPD form;
- Form OBR-3 or OBR-3a for subcontractors

3.1.2.2 Economic and financial standing

a) Over the latest three financial years (where operating less than 3 financial years, within the term of its operation) the tenderer average net annual income amounted to no less than EUR 30,000,000 (thirty million); in a joint tender the net annual income of partners are combined/added up). The condition is not obligatory for subcontractors.

An economic operator shall confirm compliance with this condition by submitting a completed and signed:

- ESPD form;
- Form OBR-3

b) On the day of the submission of the tender, none of the economic operator's transaction accounts are blocked and in the last 150 days before the deadline for the submission of tenders, none of his transaction accounts were blocked for more than 10 consecutive days. Each (tenderer, partner, subcontractor) participating in the tender must comply with this condition.

An economic operator shall confirm compliance with this condition by submitting a completed and signed:

- ESPD form;
- Form OBR-3 or OBR-3a for subcontractors

c) On the date of issuance of the credit rating form, the economic operator must have a recent current credit rating according to Basel II rules of at least SB6 or a credit rating in the top 60% of the scale used by each financial institution in determining credit ratings.

An economic operator established in the Republic of Slovenia shall demonstrate the fulfilment of this condition by means of an AJPES credit rating from the S.BON-1 form not older than 30 days from the first deadline for submission of tenders specified in the Contract Notice, before any extensions of deadline.

An economic operator established outside the Republic of Slovenia shall demonstrate the fulfilment of this condition by a credit rating of other institutions that is not older than 30 days from the first deadline for submission of tenders specified in the Contract Notice, before any extensions of the deadline, whereby the contracting authority will recognize the tenderer has an appropriate rating if it falls within the top 60% of the ratings of the scale used by each financial institution in determining credit ratings. The required rating shall relate to the last financial year for which the tenderer was required to produce and submit accounts or the latest credit report if this reflects a revised rating from the report produced for the last financial year for which the tenderer was required to submit an annual report.

The condition (c) must be fulfilled by each economic operator involved in the performance of the contract, with the exception of subcontractors.

An economic operator shall confirm compliance with this condition by submitting a completed and signed:

- ESPD form;
- Form OBR-3

3.1.2.3 Technical and professional capacity

The technical and professional capacity requirements must be fulfilled by the tenderer; where the capacities of other entities are invoked, they must have carried out the works or services in the part for which the capacities are required and be designated as subcontractors or partners in the tender.

A) REFERENCES AND OTHER REQUIREMENTS CONCERNING THE ECONOMIC OPERATOR

1. During the period from 1.1.2013 onwards, the tenderer, joint tender partner or subcontractor has successfully completed at least the operations listed in the table below:

Code of the condition	Condition	Description of the condition(s) or minimum requirement(s) of the contracting authority
A	Coastal works	<p>The construction of the following works (Decree on the classification of structures; Official Journal of the Republic of Slovenia No 96/22):</p> <ul style="list-style-type: none">- coastal structures (quay, storage platforms and handling areas) with classification of the facility CC-SI 21510: Ports and waterways, OR- bridges, viaducts, overpasses, overpasses with classification of the facility CC-SI 21410: bridges, viaducts, overpasses, OR- storage buildings, garage buildings and airport hangars with classification of the facility CC-SI 12410: station buildings, terminals, communication buildings and associated buildings, car storage buildings, OR parking houses with classification of the facility CC-SI 12420: garage buildings). <p>The total gross floor area of the building, as defined in SIST ISO 9836, shall be at least 4,000 m² and the supporting structure of the building shall be reinforced concrete.</p> <p>The value of the contract or construction and technical installation works must be at least EUR 8,000,000 excluding VAT.</p>



B	Construction of the deep foundation structure	The foundations of the building shall be laid with at least 200 steel piles of at least 80 cm diameter. The length of each pile must not be less than 20 m.
C	Dredging	Dredging of the seabed or of the bottom of another body of water with disposal of at least 35,000 m ³ of excavated bulk material.
D	Construction of a pipeline for petroleum products	Construction of a liquid fuels pipeline with a minimum diameter of DN400 for a length of at least 50 m or other steel structure in the EX zone in accordance with the ATEX Directive. The value of the contract or construction and technical installation works must be at least EUR 300,000 excluding VAT.
E	Implementation of railway infrastructure	Construction of a crossing or replacement of a switch or renewal of a track section or any other construction work on railway infrastructure such as new buildings and rehabilitation of track installations with a value of at least EUR 400,000 excluding VAT.

The contracting authority allows the fulfilment of several of the preceding conditions to be demonstrated by a single operation in the framework of which all the works referred to have been carried out and it is not necessary to fulfil each of the references referred to in A, B, C, D or E by a separate reference operation.

For the conditions listed under A and B, only references or operations for which an operating permit or a decision on trial operation has been obtained within the reference period will be taken into account.

- The tenderer must demonstrate to have an accredited concrete testing laboratory for the testing of samples and the internal quality control of concretes, which may be owned or contracted by the tenderer or partner or subcontractor, for the testing of samples and internal quality control of concretes.
- The tenderer shall demonstrate that he obtained and holds a valid certificate of competence for ex-equipment installation in the construction of a pipeline for petroleum products. A copy of the certificates shall be submitted with the tender.

Proof:	Completed ESPD for EACH ECONOMIC OPERATOR demonstrating eligibility and completed declaration on provision of technical and staffing capacities (OBR-4) form with required annexes, e.g. Certificates of the Contracting Authority as Investor (OBR-4a).
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B) HUMAN RESOURCES

Adequate staffing must be provided as indicated below.

1. A foreman must be provided as construction manager to **manage the overall construction** and must meet the following criteria:
 - has a professional education from the field of construction,
 - meets the conditions laid down in the Building Act for managing the construction of a demanding construction,
 - entered in the register of construction foremen at the Slovenian Chamber of Engineers (implementation of the entire or major part of the construction of a demanding and less demanding construction, management of individual works on demanding and less demanding construction, management of the construction of a less demanding construction) or entered in the register of certified engineers with the Slovenian Chamber of Engineers as a certified surveying engineer in the field of civil engineering, or fulfils the prescribed conditions for this entry,
 - has a knowledge of the Slovene language of at least level B2 according to the Common European Framework,
 - has, since 1 January 2013, at least once managed the construction of a **building** with a gross floor area of at least 4,000 m² with a reinforced concrete structure as the responsible foreman or as the construction manager under the Building Act or in a comparable role abroad (in accordance with the legislation of another country, for which an operating permit or a decision on trial operation has been obtained within the reference period, and the value of the contract or the construction and technical installation works was at least EUR 4,000,000, excluding VAT,
 - is employed by the economic operator which will undertake the major part of the works tendered for.

All communication during the implementation phase of the contract shall be in the Slovenian language. For key personnel such as the construction manager, who will be in charge of the overall construction, knowledge of the Slovenian language is essential for the performance of the contract. It is not possible to ensure communication in Slovene for the key personnel by appropriate translators or interpreters, as errors in translation in communication with other stakeholders such as representatives of the contracting authority, the designer, the supervisor and the occupational health and safety coordinator or in the interpretation of the project documentation could result in the building not meeting the essential requirements for a building as defined in Article 25 of the Construction Act or in endangering the health and safety of people during the construction phase. The required level of Slovenian language skills for key personnel is B2 according to the Common European Framework, which is equivalent to having completed a Slovenian secondary school.

2. A construction or geotechnical or mining supervisor for **deep foundation** works must be provided and must meet the following requirements:
 - a professional qualification in civil engineering or geotechnical engineering or mining,
 - meets the conditions laid down in the Building Act for managing the construction of a demanding construction,
 - is entered in the register of construction foremen at the Slovenian Chamber of Engineers (implementation of the entire or major part of the construction of a demanding and less demanding construction, management of individual works on demanding and less demanding construction, management of the construction of a less demanding construction) or entered in the register of certified engineers with the Slovenian Chamber of Engineers as a certified surveying engineer in the field of geotechnical engineering or mining, or fulfils the prescribed conditions for this entry,

- has, since 1 January 2013, at least once managed the construction of a facility that was deeply grounded with at least 100 pieces of steel piles with a cross-section of at least 80 cm, whereby the length of each pilot was not shorter than 20 m, as the responsible foreman or as the construction manager under the Building Act or in a comparable role abroad (in accordance with the legislation of another country, for which an operating permit or a decision on trial operation has been obtained within the reference period.

3. A welding technologist must be provided who must meet the following requirements:

- hold an IWE (international welding engineer) diploma from an IIW (International Institute of Welding) authorised body.

If the nominated personnel is not a member of the Slovenian Chamber of Engineers at the time of submission of the tender, the successful tenderer shall provide proof of membership of IZS before signing the contract. If the tenderer fails to provide proof of membership in the tender, the tenderer shall be deemed to have made a declaration by signing the tender that he/she will provide the required proof before signing the contract.

Proof:	Completed ESPD for EACH ECONOMIC OPERATOR demonstrating eligibility and completed declaration on provision of technical and staffing capacities (OBR-4) form with required annexes, e.g. Certificates of the Contracting Authority as Investor (OBR-4a), proof of professional qualifications and proof of knowledge of the Slovene language. In the tender, the applicant must submit proof of entry in the relevant register of the Slovenian Chamber of engineers or that he fulfils the conditions for such registration.
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C) TECHNICAL CAPACITY, EQUIPMENT

The necessary technical capacity (machinery and equipment) must be provided for the quality performance of the entire contract within the set deadline, in accordance with the requirements set out in the tender documentation (Contract Specification), the rules of the profession and the regulations and standards in the field of the subject-matter of the contract.

3.2 Criteria for selecting the most economically advantageous tender

The criterion for selecting the most economically advantageous tender **shall be the lowest tender price after correcting any calculation errors.**

What is taken into account in case of discrepancies is stated in point 2.7 Submission of the tender.

II. TENDER DOCUMENTS

The tender documents shall be in Slovene and shall be drawn up in accordance with the requirements and templates set out. It shall consist of the following documents:

1. **A completed and signed OBR-1 form (Tender) with an attached tender pro forma invoice (completed bill of quantities) in both text (PDF) and electronic format (XLS)**
2. **Completed and signed Information of the tenderer and subcontractors or joint contractors form (OBR-2)**
3. **Completed and signed Declaration of Eligibility to Participate and of the Absence of Grounds for Exclusion (OBR-3)**
4. **Completed and signed Declaration of Eligibility to Participate and of the Absence of Grounds for Exclusion for subcontractors (OBR-3a)**
5. **Completed and signed Declaration on provision of technical and staffing capacities (OBR-4)**
6. **Completed and signed Certificates of the contracting authority as investor (OBR-4a) for the economic operator and the staff**
7. **Completed and signed ESPD form** (for each economic operator to be involved in the performance of the public contract)
8. **AJPES S.BON form indicating the credit rating** (for the tenderer and partners, not applicable to subcontractors)
9. **Completed and signed Model contract form (OBR-5)**
10. **Tender guarantee instrument**
11. **Completed and signed Declaration/data concerning the participation of natural and legal persons in the ownership of the tenderer (OBR-6)** (for each economic operator to be involved in the performance of the public contract, except for subcontractors who do not require direct payment or who do not take a share of the contract greater than EUR 10,000 excluding VAT)
12. **Completed and signed Declaration by the tenderer on compliance with the Code of Conduct for business partners of the Luka Koper Group (OBR-7)** (*the Code is published on the following website: <https://www.luka-kp.si/en/company/corporate-documents/>*)

The documents shall be completed and signed and stamped where required.

All tender documents shall be submitted in PDF format and the tender pro forma invoice shall also be submitted in an XLS file.

The statements in the documents submitted must be current and true and must be verifiable. Copies of the certificates and excerpts requested shall be equally valid, unless the original is specifically requested.

4.1. Tender

The Tender form must contain all the information requested and must comply with the following requirements:

- In the case of a joint tender, the lead partner shall be named as the tenderer
- The tender price must include all costs and charges relating to the performance of the contract, including value added tax (VAT). In addition to the tender price, the total tender price (excluding VAT) and the amount of tax (VAT) on that value must be indicated. All values must be in EUR.
- The tender must be valid for the entire contract. Partial tenders will not be considered.
- The tender must be valid for at least 120 days after the deadline for receipt of tenders.
- Variation tenders and options are not allowed
- The deadline for the performance of the contract may not exceed the deadline set in the invitation to tender
- The tenderer shall bear all costs associated with the preparation and submission of the tender. The Contracting Authority will not reimburse tenderers for any costs associated with the

preparation of the tender, nor for any other costs incurred in the course of the procurement procedure

4.2 Data on the economic operator

An economic operator may act as *an independent tenderer*, as a *main contractor*, as a *lead partner* in a joint tender, as a *partner* in a joint tender, or as a *subcontractor*.

If only one economic operator is involved in the tender, he shall be deemed to undertake all the work covered by the contract himself as an independent tenderer. If several economic operators are involved in the tender, each of them shall indicate, in addition to the particulars of the economic operator, the works which he is undertaking and the quantity of the total in relation to the value of those works (in %). The works taken over must be listed and structured in such a way that they can be compared in terms of content and/or value with the bill of quantities submitted.

The subcontractor requesting direct payment from the contracting authority must, in accordance with the law (ZJN-3), enclose a request for direct payment by the contracting authority.

4.3. Evidence of fulfilment of the conditions for eligibility

Each economic operator participating in the tender must, in respect of the operation undertaken, provide the required evidence of fulfilment of the conditions for eligibility.

The supporting documents shall be stacked in the order of the eligibility conditions, first for the tenderer or lead partner, then for the partners and subcontractors.

4.4. Contract specification and tender pro forma invoice

The tender shall be accompanied by the contracting authority's contract specification, which shall indicate the content and scope of the contract. All the requirements of the contract specification must be complied with. The tenderer may not modify the contract specification. Only the input of the required information (*for example: unit prices in the bill of quantities*) is permitted.

The tender pro forma invoice shall consist of a recapitulation of the estimated value and a detailed specification of that value, structured according to the types of work specified in the contract documents. The prices in the pro forma invoice shall be quoted excluding VAT and in EUR.

The bill of quantities with preliminary dimensions shall be completed with unit prices for all items. The unit prices shall be quoted by rounding them to two decimal places and the value of the item (product: quantity x unit price) shall itself be rounded to two decimal places. The tender shall include an electronic version of the bill of quantities in XLS format and a scanned version in PDF format. In the event of a discrepancy, the pdf format shall be considered as the bill of quantities.

4.5 Model contract

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

4.6 Collateral instruments

Collateral instruments shall be submitted in accordance with point 2.5 of these instructions.

III. CONTRACT SPECIFICATION

Subject-matter of the procurement is the construction of berth 12 and roll-on/roll-off berth with the necessary infrastructure on the pier II.

1. GENERAL JUSTIFICATION FOR THE CONSTRUCTION OF NEW BERTHS ON THE SOUTH SHORE OF PIER II

The Port of Koper, as the investor, intends to establish a new quay to the east of the existing Berth 11, which will be used for general cargo handling and a RO-RO car berth, with an associated back storage area, to further reconstruct the existing Silo Quay and to extend it to the west, so that it will also be suitable for the berthing of Panamax bulk carriers of a larger tonnage.

The construction of the new berths on the southern shore of Pier II with the associated infrastructure is planned to be carried out in phases:

- Reconstruction of Berth 11 (removal of the access bridge to Berth 11 and construction of a new access) and closure of the lagoon as construction of a new Berth 12 - Phase 1,
- construction of the Berth 12 and RO-RO berth - Phase 2,
- reconstruction of the Silo Quay as construction of the new Berth 13 - Phase 3 (not subject to this contract),
- extension of the Silo Quay to the west (as construction of the new Berth 13A) - Phase 4 (not subject to this contract).

Due to the complexity, duration and streamlining of the procedures for obtaining a building permit, a common Design Documentation for obtaining Opinions and Building Permit (hereinafter DGD) has been prepared for all the investments on the southern shore of Pier II, which allows for a phased construction. A building permit for the construction of new berths on the south shore of Pier II has also been obtained (No 35105-3/2021-2550-32 of 11.5.2022). Detailed design documentation (hereinafter PZI) has been prepared separately for each phase.

The associated infrastructure relates to the dredging, disposal of marine sediment and construction of the tracks, as described below.



Figure1: Ortho photo showing the interventions for the overall development of the southern shore of Pier II

2. JUSTIFICATION OF THE CONTRACT FOR CONSTRUCTION OF BERTH 12 AND ROLL-ON/ROLL-OFF BERTH WITH THE NECESSARY INFRASTRUCTURE ON THE PIER II

Subject-matter of this public contract is:

- the implementation of Phase 1 and Phase 2 of the construction of new berths on the south shore of Pier II, consisting of the construction of a new Berth 12 and a new RO-RO Berth,
- dredging of the seabed along the newly planned berth to -12 m hydrographically,
- the construction of railway tracks in the area of the berth 12 with a connection to the existing tracks,
- the redevelopment of the existing land plot on parcel 799/72, c.m. Ankaran for the disposal of marine sediment from dredging operations in a manner that allows for the further disposal of material (access routes, planning, ...)
- transfer of the pipeline for petroleum products outside the construction area at Berth 12, comprising the construction of a new trench and the laying of a new pipeline with connections to existing pipelines, and the demolition of the existing part of the trench in the area of intervention after the pipeline has been put into service.

For the construction of berth 12 and Ro-Ro berth with the necessary infrastructure at Pier II, the following investments are being managed by the contracting authority:

- Construction of berth 12 and RO-RO berth - SPJIP 2,
- Dredging of the seabed along berth 12 and along the south shore of Pier II in Basin II (dredging to -12) - SPJIP 3,
- Construction of Tracks 51 and 52 on the south shore of Pier II - Phases 1 and 2 - SPJIZ 26
- redevelopment of the land plot on parcel 799/72 c.m. Ankaran for the disposal of materials - SPJIP 241,
- transfer of the pipeline for petroleum products outside the construction area at Berth 12 - SPEET 21

The public procurement contract Construction of berth 12 and roll-on/roll-off berth with the necessary infrastructure on the pier II covers the following investments:

- *investment SPJIP 2* construction of Berth 12 and RO-RO berth
- *investment SPJIP 3* Dredging of the seabed along berth 12 and along the south shore of Pier II in Basin II (dredging to -12)
- *investment SPJIZ 26* Construction of Tracks 51 and 52 on the south shore of Pier II - Phases 1 and 2
- *investment SPJIP 241* redevelopment of the land plot on parcel 799/72 c.m. Ankaran for the disposal of materials
- *investment SPEET 21* transfer of the pipeline for petroleum products outside the construction area at Berth 12

The area that is the subject of implementation for *investments SPIIP 2, SPIIP 3, SPIŽ 26 and SPEET 21* can be seen on the figure below.

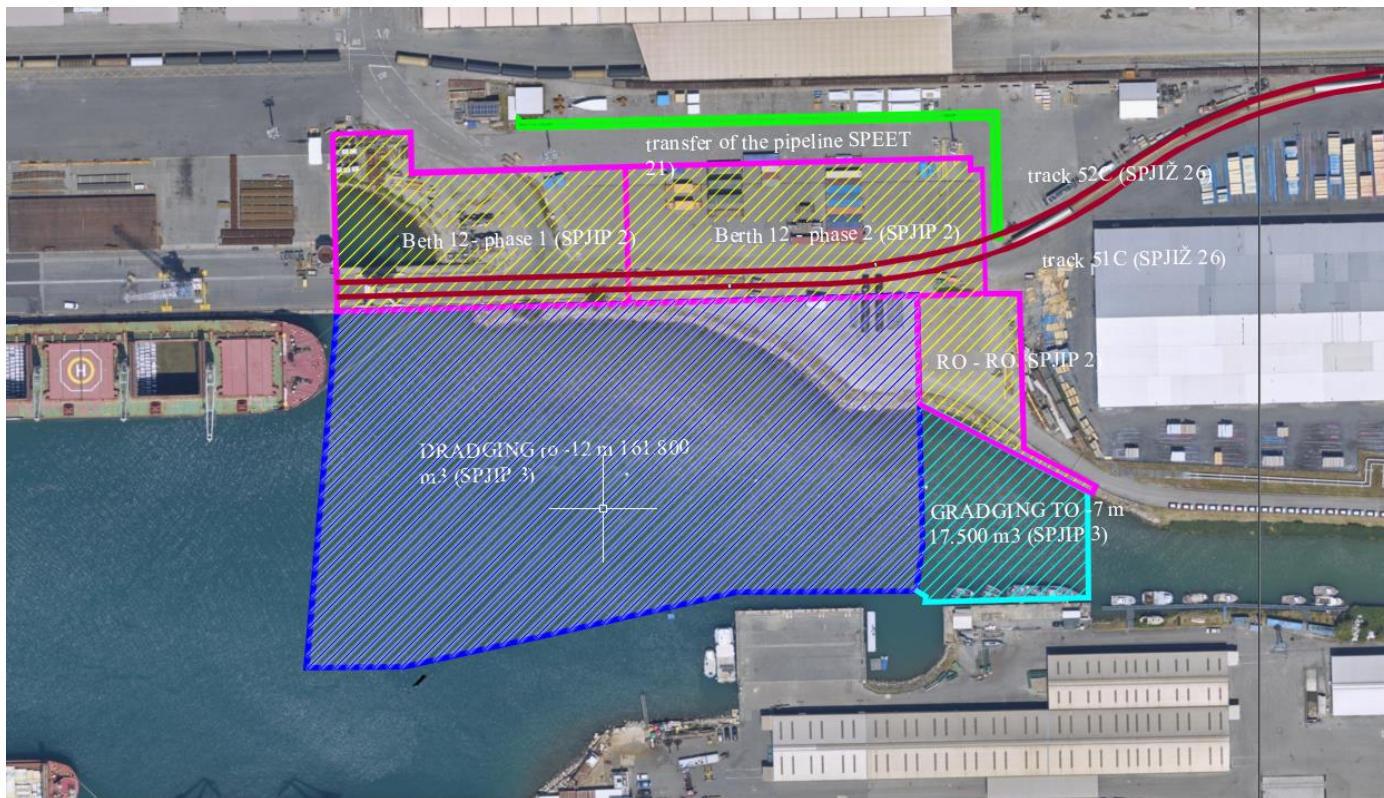


Figure 2: Ortho photo showing the interventions for the construction of Berth 12 and RO-RO berth with the necessary infrastructure.

The area subject to works for the investment SPJIP 241 can be seen on Figure 9: Ortho-photo of the marine sediment disposal site.

The location of the intervention is located on the south side of Pier II in the Basin II of the Koper cargo port. The construction of berth 12 is divided into two phases, which are located on land parcel numbers 694, 695, 696/1, 696/2, 697, 698, 699, 700, 724, all c.m. Ankaran. Marine sediment is deposited on plot no. 799/72 of c.m. Ankaran.

2.1 Investment SPJIP 2: construction of Berth 12 and RO-RO berth

Existing situation Phase 1: The existing access bridge to Berth 11 (from bollard 22 to 26) was

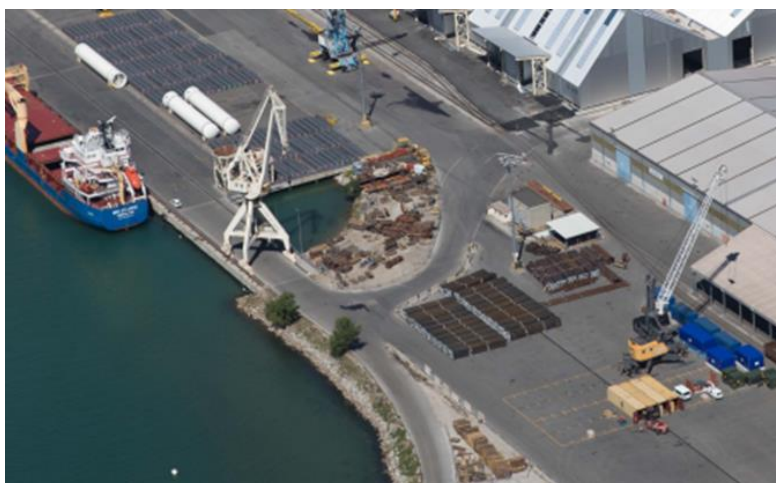


Figure 3: photo documentation of the existing condition of berth 12 - Phase 1

not designed for landing of large ships, therefore the permissible loads exclude this, mainly due to the impact of the ship during landing and the towing of the ship on the bollard. For this reason, the berth in question is equipped only with weaker bollards with a load capacity of 600 kN. The permissible vertical load of the bridge is only 40 kN/m² or 4 t/m² and the bridge is therefore scheduled for demolition. The foundation of the bridge is a system of steel driven vertical and inclined tubular piles with a tip of

Φ 508/8 mm and first piles at the transition to the hinterland of Φ 812,8/12,5 mm. The tip is filled with C 35/45 concrete. All piles are made of S275 J2 material. The tips are also made of the same material. The piles are filled with C 25/30 reinforced concrete in the upper section below the lower edge of the structure. The piles are driven to a depth of approx. -38 m. The bridge structure is constructed as a continuous double-sided reinforced concrete slab on reinforced concrete (RC) harrow structure consisting of RC stringers and cross-beams.

Design of Phase 1: The bridge shall be completely removed. The bridge is to be constructed as a new construction in Phase 1 of the construction of Berth 12. The coastal structure was designed in one span of 99.4 m length and 42.55 m width. A sheet piling is provided in the front line to reduce excavation. An excavation has been made in the north-western part of the site, which also needs to be covered with an additional reinforced concrete structure 22.40 m long and 14.00 m wide, due to the higher loads and the mobile crane stand.

The foundations shall be constructed using a system of vertical and inclined steel piles of Φ 812.8/14.2 mm without a tip, with a depth of approx. 40 m.

In the seaward pile line, a combined wall of steel driven piles of Φ 1422/24 mm in combination with a steel sheet piling AZ 50 is foreseen. The pile raster is adapted to the demolished structure of the access bridge, to not get in the way of the existing bridge piles, which remain in the soil. This results in a pile axis in the first seaward line of 3,30 m offset from the shoreline. The planned expansion between berth 11 and the new shoreline of berth 12 is 5 cm, followed by the first N-S line at a distance of 2.00 m, thus creating an offset that can be used for a transverse collector to accommodate the installations. The general layout of the piles is 5.30 m transversely and 5.40 to 5.90 m longitudinally, with the piles in the first line at a spacing of 2.65 m, which is conditioned by the dimensions of the sheet piling.



Figure 4: Construction scope of Berth 12 - Phase 1

The driven steel piles will be protected by a reinforced concrete lining at the level of the water surface fluctuation and the part of the piles that will be in water and soil will be protected by cathodic protection with an external current source.

The deck construction consists of reinforced concrete elements, namely cross beams passing over the piles at a 5.30 m spacing, and longitudinal beams in the longitudinal axes. The structure is additionally laterally secured in two axes by a system of adhesive

pre-stressing of the precast cross beams. Between the longitudinal beams, prefabricated formwork panels between the crossbars are planned, through which the monolithization of the structure with a double-sided reinforced plate 60 – 70 cm thick will be carried out. The structure will have three longitudinal rail beams of the bridge crane track, on which the rails will be mounted. At the location of the lagoon, the structure is partly prefabricated and monolithised on site. In the hinterland, where the terrain is located, the structure will be constructed by in-situ concreting. The lagoon closure in the hinterland shall be constructed in the same way.

The upper arrangement of the coastal embankment will be made with a reinforced concrete slab and will allow for the installation of the railway tracks with platform. 3 crane tracks for the bridge

cranes are foreseen on the structure. The inter-rail spacing of the crane tracks for the bridge cranes will be 10.5 m and 18 m. The bridge crane tracks are traversable or have a platform.

Available project documentation:

- Documentation for obtaining Opinions and Building Permit: New berths on the south shore of Pier II; No. gp-pr-029/18, August 2019 (after revision, December 2019); creators: Geoportal d.o.o., as lead partner in a consortium with Opi inter d.o.o., Gravitas d.o.o. and Rijekaprojekt d.o.o.,
- Detailed design documentation New berths on the southern shore of Pier II; No. gp-pr-029/18, Dec. 2022, (after review Aug 2023); Phase 1; creator: Opi inter Ltd, together with other plans and studies related to Phase 1.

See Chapter 2.6 for details.

Existing situation Phase 2: The site where Phase 2 of the construction of Berth 12 and the RO-RO berth is planned is currently a predominantly flat, gravel surface over which the asphalt road from Pier II to the harbour hinterland passes. The area is also crossed by a pipeline for the handling of petroleum products, which is installed in an underground trench.

Design of Phase 2: Berth 12 will have floor dimensions of 42.55 x 117.80 m. The upper part of the superstructure of the berth will consist of a reinforced concrete grid, which will be deeply founded on steel piles.

Given that the existing situation is such that the existing terrain extends to the top of the intended structure and that there are problems with the disposal of excavated material, it is envisaged that the terrain will remain below the structure, which implies that a combined wall consisting of steel piles will be provided primarily on the seaward side. Due to the large horizontal pressures on the combined wall, the piles in the first row on the seaward side will differ in geometry from the others. The piles in the first row on the seaward side will be made of steel tubes of $\phi 1422/24$ mm diameter, between which will be piles of a type such as IBZ 46-580, while the remaining piles will be made of steel tubes of $\phi 812.8/12.5$ mm diameter. The piles will be without tips and driven to an estimated depth of -40 m or approx. 2 m in a layer of clay gravel (GC very dense).

The pile spacing is variable in the transverse direction and is 4.875 m, 5.25 m, 3.75 m, 5 m and 5.3 m. In the longitudinal direction, the pile spacing is constant at 2.65 m in the first row on the seaward side and 5.3 m in all other rows. The piles will be vertical and inclined. The piles will be

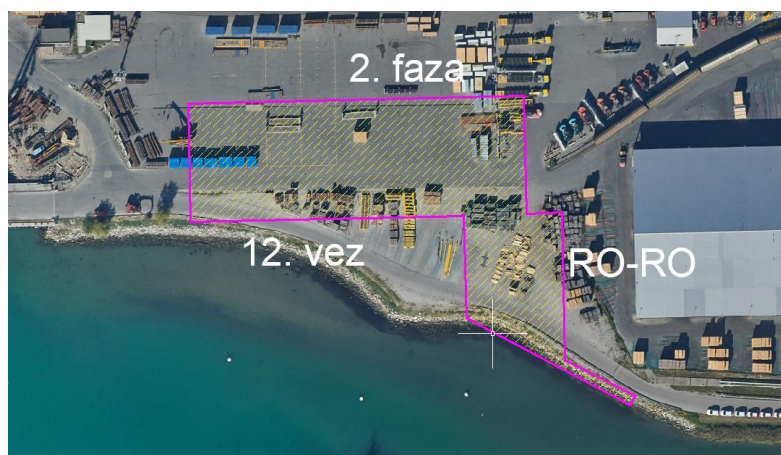


Figure 5: intervention zone of Phase 2 of Berth 12 and RO-RO berth

crossed by an RC harrow structure consisting of crossbeams and stringers. A RC pressure slab, between 0.6 and 0.7 m thick, will be constructed across the crossbeams and the rail beams. The HI and the HI protection are planned to be carried out across the RC slab, followed by a 0.2 m thick RC roadway slab. A 4 m wide transition slab is planned at the transition from the structure to the ground.

In order to ensure crack control in the crossbeams in the section



above the combined wall, internal cables have been provided in the lower section, which will be pre-stressed in the facility. For the sake of the construction itself, we provided prefabricated cross-beams in this part, which will have a rectangular cross-section of $b/h = 1.2/0.55$ m. The prefabricated cross-beams will be of two lengths: 6.9 m and 4.15 m and will be pre-stressed in the facility with 44 Y1860 S7 15.2 cables.

The structure will have 3 crane tracks for the bridge cranes, the top angle of which will be at +3.0 m.a.s.l. or in line with the existing height of the crane rails at Berth 11. The inter-rail spacing for the bridge cranes will be 10.5 m and 18 m. The bridge crane rails will have platforms. Two railway tracks are also foreseen between the 10.5 m crane rails for the ship-to-shore cranes. The tracks will have platforms.

On the seaward side of the berth, an installation collector is planned along its entire length, which will have the same structure dimensions as the collector on berth 11. Drainage will be carried out with a slope towards the centre gutter between the tracks and inland of the shore. The storm water will be discharged via the interceptors into DN250 storm sewer pipes, which will run longitudinally in the RC pressure slab and will be terminated in intermediate manholes/sand traps. From the manholes, the storm water will then be conveyed through DN250 sewer pipes, laid in the ground and suspended from the RC structure, via two type-built oil traps with coalescence filters with a settling tank and by-pass to the sea. The outlet from the oil traps will be under the structure. Storm water will be piped from the oil traps above the piles to the sea. Non-return valves will have to be constructed at the outlet. Special arrangements will be made for the drainage of the collector.

The storm water will be discharged via the interceptors into DN250 storm sewer gutters, which will run longitudinally in the RC pressure slab and will be terminated in intermediate manholes/sand traps. From the manholes, the storm water will then be conveyed via sewer pipes laid in the ground and suspended from the RC structure, via three type-built oil traps with coalescence filters with a settling tank and by-pass to the sea. The outlet from the oil traps will be under the structure. Storm water will be piped from the oil traps through an opening in the piles to the sea. Non-return valves will be constructed at the outlet through the piles. The drainage of the collector and the crane tracks will be specially arranged.

RO-RO berth: Given that vertical excavation along the RO-RO tie-back will be required in the last phase to a depth of -14 m (hydrographically), the structure is designed to serve both as a berth structure and as a shore protection to prevent the shore from sliding into Basin II. The new RO-RO berth is foreseen for RO-RO ships with stern ramp. It is designed entirely as a sloping surface. The structure of the RO-RO berth consists of piles which will be connected at the top by reinforced concrete (RC) beams.

The RC beams will be fitted on the RC slab, which will be rigidly connected to the beams. As dredging is planned on the western side of the berth, the installation of sheet piles between the piles on the seaward side is foreseen to prevent the material from creeping into Basin II. The chosen shore protection system is a combined pile wall consisting of round piles of diameter Φ 2032/22 mm and sheet piles such as AZ 18-700 (Arcelormittal) or equivalent. A connecting beam will be constructed above the combined pile wall. Three more pile lines are planned towards the hinterland. The piles in the three back-end lines will have a diameter of Φ 1016/14 mm.



In the extension of the RO-RO link to the south-east, an extension of the combined pile wall of approximately 28 m is foreseen to protect the existing road. The two combined walls are not connected to each other, therefore, to ensure stability and limit horizontal movements of the extended combined wall, a RC slab, 30 cm thick, will be provided, rigidly connected to the berth beam and aligned in height with the lower part of the berth beam, and then backfilled with buffer material and the carriageway structure. The road passes through the area where the RC slab is planned. The RC slab will be supported by 3 trestles which will limit the horizontal movements of the combined wall.

Figure 6: Design of RO-RO Berth

Available project documentation:

- Documentation for obtaining Opinions and Building Permit: New berths on the south shore of Pier II; No. gp-pr-029/18, August 2019 (after revision, December 2019); creators: Geoportal d.o.o., as lead partner in a consortium with Opi inter d.o.o., Gravitas d.o.o. and Rijekaprojekt d.o.o.,
- Detailed design documentation New berths on the southern shore of Pier II; No. gp-pr-029/18, Dec. 2022, (after review Aug 2023); Phase 2; creator: Geoportal d.o.o., together with other plans and studies related to Phase 2.

See Chapter 2.6 for details.

2.2 Investment SPJIP 3: Dredging of the seabed along berth 12 and along the south shore of Pier II in Basin II (dredging to -12)

Dredging of the seabed along the berth 12 and RO-RO berth is planned to a final hydrographic depth of -14 m, which can be carried out in a sequential manner, as allowed by the sheet piling. In this phase (which is the subject of the contract), the dredging will be carried out to -12 m hydrographically. On the south side of the RO-RO berth, dredging to -7 m hydrographically is planned for the manoeuvring of towing vessels.

The table below shows the quantities of excavation material to be dredged at berth 12, the quantities subject to this order are marked in blue.

Depth of dredging (m)	Berth 11 (m ³)	Berth 12 (Phase 1) (m ³)	Berth 12 (Phase 2) (m ³)
-7	/	/	17,500
-12	3,100	44,800	117,000
-13	11,000	9,500	13,500
-14	20,600	10,000	12,500
TOTAL (m3)	34,700	64,300	160,500

Figure 7: Overview of the quantities of excavation material for the deepening at Berth 12

It should be noted that the NE corner of the dredging area for Berth 12 (Phase 2) is land, therefore excavated material above sea level can be disposed of at another disposal site (selection at the discretion of the contractor) and no disposal on the plot is planned. Rock armour – larger rocks shall be deposited in the harbour area with the agreement and instruction of the contracting authority, for subsequent maintenance of other rock armours. Smaller quantities of material may be deposited in the lagoon area to the east of Berth 11.

Available project documentation:

- Documentation for obtaining Opinions and Building Permit: New berths on the south shore of Pier II; No. gp-pr-029/18, August 2019 (after revision, December 2019); creators: Geoportal d.o.o., as lead partner in a consortium with Opi inter d.o.o., Gravitas d.o.o. and Rijekaprojekt d.o.o.,
- Detailed design documentation New berths on the southern shore of Pier II; No. gp-pr-029/18, Dec. 2022, (after review Aug 2023); Phase 1 and 2; creators: Geoportal d.o.o. and Opi inter d.o.o.

See Chapter 2.6 for details.

2.3 Investment SPJIŽ 26: Construction of Tracks 51 and 52 on the south shore of Pier II - Phases 1 and 2

From Track Group V, a part of track 51b is implemented, which approaches the coastal part of Pier II in an "S" curve. The track is constructed in system 49E1 on wooden sleepers. In the area of track 52d an area is left for the installation of a new switch from which the new tracks 52 c, b and a will start.

The construction of track 51 and 52 is divided into the phasing of the construction of the bank of berth 12 (phases 1 and 2) and berth 13 (phase 3) and berth 13A (phase 4).

Track 51 has already been partially constructed and is interrupted before the existing pipeline trench. The track 52 begins with the construction of the track 53C into which a new switch is installed.

Both tracks will be mainly constructed with 57R1 grooved rails, except in the area where the surface will not be asphalted or trafficked and a 49E1 symmetrical rail will be used.

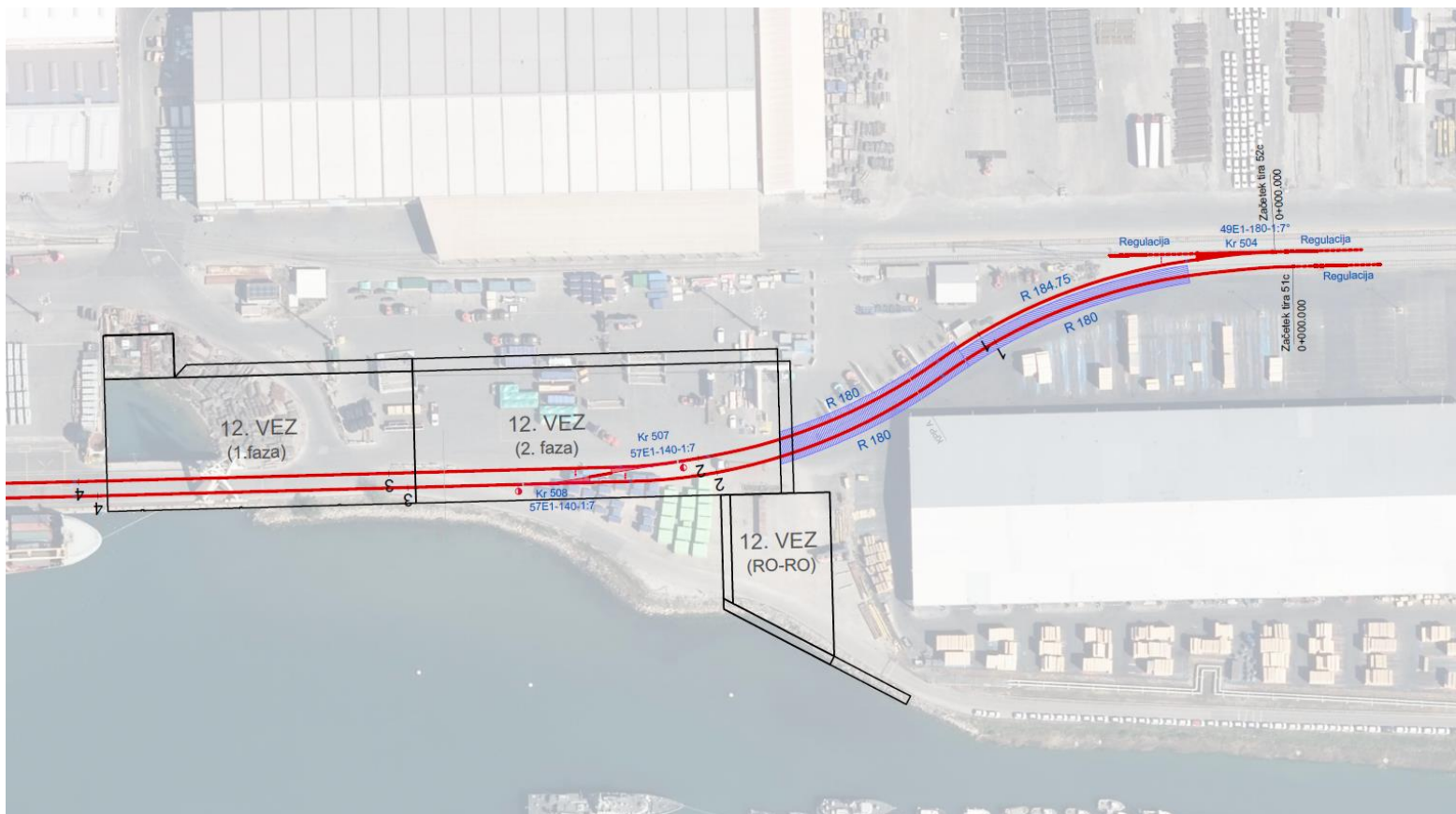


Figure 8: Demonstration of the course of railway tracks that are the subject of works

The tracks are elevated to the existing condition, with a horizontal drop of 2.99 m and 2.98 m in the concrete structure area, respectively - the drop is due to drainage. The tracks are to be built for an axle load of 225 kN or 80 kN/m1 respectively, hence the rails of the 49E1 and 57R1 system, where the tracks will have platforms. Drainage in the area under consideration is already in place with drainage pipes DN 150 and a drain to the sewer. In the area where the track runs on ballast, drainage pipes with a connection to an existing drainage manhole are still to be laid.

In the part of the existing shoreline, drainage is provided by sloping the asphalt surface into the existing interceptors. By lowering the inner rail, a sufficient cross fall is ensured to allow drainage of the entire asphalt surface.

Available project documentation:

- Documentation for obtaining Opinions and Building Permit: New berths on the south shore of Pier II; No. gp-pr-029/18, August 2019 (after revision, December 2019); creators: Geoportal d.o.o., as lead partner in a consortium with Opi inter d.o.o., Gravitas d.o.o. and Rijekaprojekt d.o.o.,
- Detailed design documentation New berths on the southern shore of Pier II; No. gp-pr-029/18, Dec. 2022, (after review August 2023); 2/5 Civil Engineering Plan - Track Systems; Phase 1and 2; creator: SŽ – Projektivno podjetje Ljubljana d.d. projektiranje, inženiring, svetovanje, Ukmarjeva ulica 6, 1000 Ljubljana.

See Chapter 2.6 for details.

2.4 Investment SPJIP 24 1: redevelopment of the land plot on parcel 799/72 c.m. Ankaran for the disposal of materials

A general description/proposal of the arrangements is given below. The actual volume of work needs to be adjusted according to the contractor's chosen technology for the disposal of the material on the site, which is entirely in the domain of the contractor.



Figure 9: Ortho-photo of the marine sediment disposal site

The entire area of the disposal site is approximately 18 ha. The estimated available volume for disposal is 170.000 m³. When depositing on the site, it is necessary to take into account the maximum height point for disposal of material + 3.20 m a.s.l.

The existing site for disposal is divided into the western and eastern part. The existing access routes are located on the western and northern embankments of the western part and along the northern embankment of the eastern part. The existing access to the disposal site (door) is located at the SW and NW of the western part, and at the N and S at the end of the central embankment.

The existing routes around the disposal site are not managed by Luka Koper d.d., so the contractor must obtain all the appropriate consents of the operator for the use of these routes.



As part of the arrangement of the disposal site, it is necessary to sufficiently reinforce existing routes within the disposal site for the access of machinery used for disposing the material. If necessary, access paths towards the centre of the disposal site shall also be made according to the progression of the material deposition from the edge of the site to its centre. Presumably, a geotextile will be laid for the construction of access routes, and stone material will be installed on it (it can be rolled minimally, without vibrations).

The contracting authority does not have documentation for this type of intervention. See Chapters 2.6 and 4 for details. — Conditions of the implementation.

A building permit has been obtained for the construction of disposal site in the area of the planned landfill of surplus material deposited during the construction of the 2nd track of the railway line Divača – Koper and filling the disposal site with refill, No 35105-63/2023/18-01031380 PK of 7 November 2013 and the operating permit for disposal site No 35106-11/2014/7-01031380 dated 3 April 2014.

2.5 Investment SPEET 21: transfer of the pipeline for petroleum products outside the construction area at Berth 12

The delivery of petroleum products is carried out by tankers through the mooring point Petrol in Basin II. Transport from the ship to the storage tanks is carried out by ship pumps via the ship's arms and pipeline to the collector in the manipulative pumping station and further to the tanks. Most of the pipeline is above ground supported on steel supports. In the hinterland of berth 11, it is placed in a reinforced concrete trench and covered with RC mounting plates that can be dismantled. Due to the construction of berth 12th, a trench with a pipeline in the length of approx. 220 m will need to be moved to the north. The following interventions will be required:

- build a new section of the underground watertight RC trench,
- perform new installations in the new section of the waterproof RC trench, which will be the same as in the existing trench (pigged pipeline 16", water transport pipeline 14", pipeline for emptying the pigged pipeline 4", optical cables),
- carry out the connection of installations on the parts where the existing and the new, relocated RC trench meet,
- remove the existing trench in the part that is in conflict with the planned construction of berth 12.



Figure 10: Pier II - ortho photo of the existing (blue) / planned (red) route of the pipeline trench

The new part of the trench is planned in the same way as the existing one, with internal dimensions of 2.00 x 1.55 m. The new trench consists of a U-shaped profile from the bottom and walls and a dismantling roof panel. The trench must ensure water tightness. The trench consists of a bottom, walls and a dismantling roof panel, all 0.30 m thick.

All pipelines are executed by falling towards the pipeline discharge pumping station, which is located in the middle of the entire trench to allow complete emptying of all pipelines. Pipelines 16" and 14" are supported on steel supports in the trench. Pipeline 4" is installed on water pipe 14". Optical cables are also installed in the trench, which are also moved to the new part of the trench.

As can be seen in Figure 11, the route changes in the area of berth12, and at the rest of the pipeline, it remains unchanged.

Available project documentation:

- DGD - Replacing of the pipeline for petroleum products, project no. gp-PR-012/23, creator: GEOPORTAL d.o.o. with partners OPI INTER d.o.o., NAFTING d.o.o., June 2023
- PZI - Replacing of the pipeline for petroleum products, project no. gp-PR-012/23, creator: GEOPORTAL d.o.o. with partners OPI INTER d.o.o., NAFTING d.o.o., August 2023

See Chapter 2.6 for details.

2.6 Project documentation

The entire existing project documentation can be accessed at the contracting authority before submitting a tender by prior arrangement.

DGD documentation is available at the links below:

- SPJIP 2:	construction of Berth 12 and RO-RO berth	(DGD) New berths on the south shore of Pier II; No. gp-pr-029/18, August 2019 (after revision, December 2019); creators: Geoportal d.o.o., as lead partner in a consortium with Opi inter d.o.o., Gravitas d.o.o. and Rijekaprojekt d.o.o.: https://lukakoper-my.sharepoint.com/:f/g/personal/merkuzam_luka-kp_si/EkItCD98IYRApz53bsd-dIBNW2OjIDESxbnelxwJwWNOW?e=p2F9TD
- SPJIP 3:	Dredging of the seabed along berth 12 and along the south shore of Pier II in Basin II (dredging to -12)	
- SPJIP 26:	Construction of Tracks 51 and 52 on the south shore of Pier II - Phases 1 and 2	
- SPEET 21:	transfer of the pipeline for petroleum products outside the construction area at Berth 12	(DGD) - Replacing of the pipeline for petroleum products, project no. gp-PR-012/23, creator: GEOPORTAL d.o.o: partners OPI INTER d.o.o., NAFTING d.o.o., June 2023 https://lukakoper-my.sharepoint.com/:f/g/personal/merkuzam_luka-kp_si/EuAS2c20uw5Dr5npiW6i_R0BJaL8Lhcj87JoL0G2zKk1wQ?e=DUI3N8 Building permit: in the process of being obtained

The detailed design documentation contains:

- Master plan – construction plan – Berth 12 (phase 2), folder 0-2-/1, PZI, gp-pr-029/18-1, Geoportal d.o.o., Ljubljana. Dec. 2022; after review August 2023,
- Construction plan – Berth 12(phase 1), folder 2/2, PZI 145-2018/3, OPI inter d.o.o., Ljubljana; Nov. 2022; after review August 2023,
- Construction plan – removal (phase 1), PZI 145-2018/3, plan no. 145-2018/4 OPI inter d.o.o., Ljubljana; Nov. 2022; after review August 2023,
- Construction plan – railway devices, folder 2/5, PZI 3690_2/5, SŽ-PP d.o.o., Ljubljana; Dec. 2022; after review Aug 2023, see Phase 1 and 2,
- Electrical engineering plan, folder 3/1, PZI, gp-pr-029/18-3/2, Savaprojekt d.d., Krško., Dec. 2022; after review August 2023,
- Electrical engineering plan – cathodic protection, folder 3/2, PZI, 1622/2022, CPS d.o.o., Trzin; Nov. 2022, see phase 1 and 2,
- Mechanical engineering plan, folder 4/1, PZI, gp-pr-029/18-4/1, Savaprojekt d.d., Krško., Dec. 2022; after review Aug 2023, see Phase 1 and 2,
- Fire safety plan, folder 6/1, PZI, NPV. 1715/2022, CIP d.o.o., Hrastnik, Nov. 2022; after review August 2023,

and is available at the links below:

SPJIP 2:	construction of Berth 12 and RO-RO berth	Detailed design documentation New berths on the southern shore of Pier II; No. gp-pr-029/18, Dec. 2022, (after review Aug 2023); Phase 1 and 2: https://lukakoper-my.sharepoint.com/:f/g/personal/merkuzam_luka-kp_si/EpPKj3SdJTdLhfgAODtBly4BQKMpiOrAlJ_3_WEzTwe7FA?e=CWIEZH
SPJIP 3:	Dredging of the seabed along berth 12 and along the south shore of Pier II in Basin II (dredging to -12)	

SPJIZ 26:	Construction of Tracks 51 and 52 on the south shore of Pier II - Phases 1 and 2	Detailed design documentation <i>New berths on the southern shore</i> of Pier II; No. gp-pr-029/18, Dec. 2022, (after review August 2023); 2/5 Civil Engineering Plan - Track Systems; Phase 1 and 2; creator: SŽ – Projektivno podjetje Ljubljana d.d. projektiranje, inženiring, svetovanje, Ljubljana: https://lukakoper-my.sharepoint.com/:f:/g/personal/merkuzam_luka-kp_si/Eieq3qI-Xj9IuUNhvenCjIEBn-4WtUyyshzdEXxpgY1wSQ?e=n88dLd
SPEET 21:	transfer of the pipeline for petroleum products outside the construction area at Berth 12	PZI - Replacing of the pipeline for petroleum products, project no. gp-PR-012/23, creator: GEOPORTAL d.o.o. with partners OPI INTER d.o.o., NAFTING d.o.o., August 2023 (draft): https://lukakoper-my.sharepoint.com/:f:/g/personal/merkuzam_luka-kp_si/Eq6PTs-NDqFBn2EsStXYF98BzgKx_c6GwIVNfvSnWVYSRg?e=2E96ju

For Investment SPJIP 24 1: "redevelopment of the land plot on parcel 799/72 c.m. Ankaran for the disposal of materials", the contractor prepares all the necessary documentation or plans for the arrangement of the site for the disposal of material.

A single excel work specification file is prepared for all investments. Individual tabs in the bill of quantities refer to an individual investment and are evident from the recapitulation.

For individual items from the bill of quantities, which are marked with A in the column Price Analysis as part of the tender documentation, the tenderer prepares and submits a price analysis of each item, which shows at least the costs of labour, materials, machinery, manipulations,... Items from the bill of quantities that are marked with A1 in the column Price Analysis and refer to the quantity marked as „set“ (set), the price analysis is prepared for all composite components presented in the specification. Price analyses of these items are part of the tender. After signing the contract, the analysis is prepared for all specification items and submitted to the contracting authority within 10 days.

3. CONDITIONS FOR IMPLEMENTATION AND OTHER REQUIREMENTS OF THE CONTRACTING AUTHORITY

3.1 General

Before submitting a tender, the tenderer must examine the documentation relating to the award of the public contract and the project documentation with professional diligence. The contracting authority also recommends a visit of the areas and the location where the work will be carried out in such a way that the tenderer will be familiar with the site and all its characteristics and specifications and will include in the tender all the costs necessary for the successful realization of the contract. The contracting authority will not recognize additional costs arising from the lack of knowledge regarding the location and the safety requirements of the contracting authority.

The contractor must take into account that the work in the port area is specific and requires absolute adaptation to the primary warehousing and transshipment activities of the contracting authority, to the port vessel traffic and tides. When submitting a tender, the tenderer must take into account that the influence of tides, vessel traffic and transshipment and weather influences may require temporary interruption of the work. In the cases referred to in this paragraph, the contractor shall not be entitled to reimbursement of costs incurred due to downtime / interruption of works and shall not be entitled to assert any claims due to downtime/interruption of works.

The contractor must envisage the technology of implementation in such a way that, at the request of the contracting authority, he will be able to remove the machinery in a very short time and, to the greatest extent, free the surface for the purpose of carrying out port warehousing and transshipment activities. The contractor and the contracting authority will coordinate the implementation of the works at regular (if necessary daily) operational meetings.

According to the schedule of construction and the progress of other port investments in the area of Pier II and its hinterland, it can be expected that at the same time some of the planned or unplanned investments or maintenance works will take place. The contractor is required to coordinate the implementation of his works with other contractors who would potentially simultaneously carry out works in the vicinity of Pier II and coordinate the use of the planned transport routes from the tender. All costs associated with coordinating and collaborating with other contractors must be covered by item prices.

The work must be carried out with professional diligence, in a sound, high-quality manner by professionally trained personnel and in accordance with applicable standards and regulations. The contractor must adapt all activities related to the implementation of works to the work process, which must run smoothly. He must organise it in such a way as not to jeopardise or disrupt the work process for the contracting authority, and he assumes full responsibility for the consequences of any omission. If the contractor has to temporarily remove the machinery, he must include these costs in his tender. Additional costs from this title will not be recognized by the contracting authority.

3.2 Technological study

Prior to the commencement of works, the contractor must prepare a Technological study (hereinafter referred to as TS) for the implementation of works, in which he must define the technology of implementation, describe in detail the manner of implementation or procedures of implementation, the necessary materials, equipment and products, the manner and frequency of quality control of implementation, the schedule for the implementation of works, technical capabilities of equipment and work machinery, environmental impacts and mitigation measures. The contractor must provide appropriate equipment, machinery and personnel for the implementation of the subject of the contract. The list and characteristics of the equipment that the contractor will use in the implementation of works must be stated by the contractor in the technological study.

A draft of the instructions for the production of the technical study is available at link https://lukakoper-my.sharepoint.com/:f/g/personal/merkuzam_luka-kp_si/Eo2QgRNp3XBKv0Z38IUfRH8BAfWCfXVw-BHxyjOW8dUxpg?e=JdLGEZ.

3.3 Organization and implementation of works and ensuring safety on the construction site

Construction site organization and preparatory work

During the implementation, the contractor is obliged to use such construction technology and such organization and arrangement of the construction site, which allows the transshipment at the terminal to be carried out smoothly. The Contractor shall be fully responsible for the proper organization and preparation of construction sites/worksites and shall bear all costs associated with the construction of the construction sites/worksites, operation and restoration to the original state or final arrangement of the construction sites/worksites after the completed works/phases of

implementation. Transport of materials, equipment and devices to the construction site or warehouse is possible through the existing internal road network, cargoes of extraordinary dimensions may be delivered to the construction site upon prior agreement and confirmation by the terminal and the operations department. Any storage or use of surfaces outside the area of the construction site is not allowed, except against payment in agreement with the terminals using the surfaces. The contractor must organize appropriate transport for the workers, access by personal vehicle is allowed only for the needs of the site management. In the event of violations, the contracting authority will take into account that this is a violation of the port order and act in accordance with the provisions of the contract.

The contractor is also obliged to organize and carry out the work in such a way as to protect the environment throughout the implementation of works. In doing so, the contractor must anticipate and implement all necessary measures to prevent any contamination at all stages of construction. The contractor is obliged to immediately stop the works causing damage and immediately repair the damage completely. Only after the damage has been eliminated, the contractor can continue with the works in such a way that no damage occurs during the implementation of the works.

Demolition works and construction waste

The management of construction waste must be carried out in accordance with the applicable legislation ZVO-2 (Environmental Protection Act, Official Gazette of the Republic of Slovenia, No.44/22) and executive regulations (umbrella decrees: Decree on management of waste arising from construction work (Official Gazette of the Republic of Slovenia, Nos. 34/08 and 44/22 – ZVO-2) and Decree on waste, Official Gazette of the Republic of Slovenia no., 77/22), the applicable amendments thereto and the prepared 2 studies on the management of construction waste, which form an integral part of the project documentation.

The removal and handover of construction waste, for which the investor/contracting authority is responsible, caused by the activities of investment in construction and demolition (e.g. waste from demolition of facilities, adaptations, surplus excavations of soil, etc.), shall be carried out in accordance with the applicable legislation and handed over to an authorized waste collector who has the appropriate administrative permits for the acceptance of individual types of waste material. He must also ensure that the transport of waste material is carried out only by the carrier entered in the records of carriers on the Ministry's website. The tenderers - contractor selects the appropriate collectors of construction waste and takes into account all transport and handover costs in the prices.

Prior to the export of the construction waste truck from the contracting authority's area (port), the contractor shall order the contracting authority to prepare a record sheet of construction waste in accordance with the applicable waste regulation.

The new Decree of 1 January 2024 requires the creation of a record sheet for each shipment of waste (shipment of waste is the amount of waste with the same number of waste, which is shipped in the territory of the Republic of Slovenia by the holder of waste from the place of generation, preliminary storage or storage to the place of preliminary storage, storage or treatment of waste with one transport in one day), which means that each individual truck with non-hazardous or hazardous waste during transport must be equipped with a copy of the record sheet in paper or electronic form. For the record sheet to be valid, it must be duly completed and electronically signed by the producer of waste (contracting authority) and the waste collector. In order for the record sheet to be properly completed and for all legal conditions to be met, the waste carrier and the waste collector must be registered and entered in the ARSO records. The contracting authority will be able to transfer the authorization to create the record sheet to the contractor, this cost must be included in the costs of the execution of works or the tender price.



Temporarily, non-hazardous construction waste may be stored on the construction site (within the site) until the end of construction works, but not for more than one year, separately by individual types, as conditioned by the applicable legislation. The disposal of construction site waste outside the construction site area is prohibited. All generated non-hazardous construction waste can be reused on the construction site. For each shipment of construction waste transported from an individual construction site at the gatehouse, the waste carrier must show a copy of the completed record sheet to the FURS representatives (if several trucks of the same carrier are transported from the port area, the contractor must ensure that each driver has one copy of the record sheet from the construction site in question).

Special attention should be paid to hazardous waste during the demolition of the trench and the pipeline, and a Waste Management Plan for the waste generated on the construction site and a report on the waste generated should be prepared. In this case, the driver must already have a copy of the completed record sheet in the vehicle, in accordance with the currently applicable national legislation, until the final location of the waste collector.

In doing so, the contractor must anticipate and implement all necessary measures to prevent any contamination at all stages of construction. In the technological study, it is necessary to envisage measures to repair any damage. In the area of works, there is an outflow of the river Rižana, which causes stronger currents, which the contractor must anticipate and take into account in terms of environmental impacts.

Dredging

Baseline measurements of seabed depth shall be provided by the contracting authority prior to the implementation of works and final measurements after the completion of works.

The contractor must also include in the uniform prices the costs of real-time monitoring depth measurements to monitor the accuracy of the work. It is foreseen that the contractor delivers the progress reports periodically once a week or for every 10.000 m³ (whichever comes first), unless otherwise agreed with the contracting authority.

Control depth measurements for reporting to the contracting authority on the progression of works are carried out in the same way as baseline measurements (according to IHO S44 – special order and taking into account the same parameters) to ensure comparability of results with existing measurements in the port aquatorium. The necessary parameters will be handed over to the contractor upon introduction into work.

Due to the limited space for the disposal of the material, it is assumed that dredging is carried out with grab excavators rather than, for example, vacuum excavators. The method of excavation should be adapted in such a way that the excavated material contains a minimum amount of water and is drained, consolidated and dried as quickly as possible. Consequently, it is envisaged that the material is transported to the site for disposal by lorries or by any other appropriate means and not, for example, by pumping with a pipeline.

Due to the smaller maneuvering space in the dredging area, it is suggested to carry out dredging with a smaller vessel (e.g. length up to 65 m). Because of the transshipment at Berth 11, it is more likely that work (dredging as well as transshipment from ship to trucks) can be carried out from 22 bitt most of the time. In this case, the 22nd bitt will not be able to be used to moor the vessel. The area of transfer of material from the ship to the trucks will be closely coordinated with the contractor before each dredging phase is carried out. The options are direct transshipment from the ship to trucks or transshipment from the ship to a temporary site in the port area and then forward

from the site to trucks and the transport of material to former salt pans (bonifika). Several transshipment locations (Basin II or III) are possible, depending mainly on the contractor's technology, so this will have to be coordinated immediately before the works are carried out.

In order to prevent a collision between the transport route from the construction site to the disposal site and other port traffic, we assume that a temporary passage through the "Carina" fence near Rižana is established and used.

In order to adapt to shipping and transshipment in the port, the method of transporting material to Bonifika, which must be carried out with watertight trucks, will need to be adjusted in real time, which must be included in the tender prices.

However, if the excavation is carried out with vacuum excavators and the material is pumped onto disposal site with a pipeline, the material must be dehydrated before being placed on the site to a level comparable to that of excavation with a grab excavator.

Regardless of the way the material is transhipped and transported from the dredging area to the final location of disposal on former salt pans in Ankaran - bonifika (disposal site), all costs related to the transshipment and transport of the material, as well as the costs of preparing and removing temporary sites and restoring the original condition, must be included in the offer prices. It is also necessary to include the costs of maintaining affected areas of transshipment and transport routes (e.g. cleaning, remediation of any damage, etc.). All areas or locations must be cleaned regularly (if necessary several times a day) to prevent damage or contamination of the remaining cargo in the port. The installation of temporary sites for deposit must not result in negative impacts or damage to the rest of the infrastructure (coastal construction, etc.) or to reduce the depths in the site area. After completion of the works, it is necessary to fully restore the original state at all affected temporary locations.

Overdredging at the declared height point of -12 m or -7 m hydrographically should be minimised due to the limited space for disposal. The total amount of seabed excavation with a possible overdredging may not exceed the available volume of the disposal site, but the target depth must be reached throughout the dredging area. In the event that, for reasons on the contractor's side, the quantity of excavation exceeds the available volume for deposit and therefore it is not possible to reach the target depth, the missing space for deposit must be provided by the contractor at his own expense.

The contractor must provide all the necessary permits to carry out works from the craft prior to the start of the work.

The contractor shall provide and include in the tender prices all costs relating to the marking of the worksite. The contractor must mark the worksite at night with light-marking buoys in accordance with the requirements of the Slovenian Maritime Administration and/or the applicable rules. The worksite should be of minimum dimensions so that it does not interfere with work processes.

The contractor must take into account that the work is carried out on water and from the craft and, to this end, must implement the prescribed measures for work on/near water, as derived from the Decree on safety and health protection at work at temporary and mobile construction sites. From the point of view of ensuring safety on the construction site, the contracting authority will not recognise to the contractor any claims made by the contractor as a result of the measures to be taken under the Security Plan.

During the implementation of the works, ships will arrive and depart to nearby berths and to the port, and the transshipment must be carried out without congestions. The contractor must adapt the implementation of the works accordingly so as to ensure timely withdrawal (within a maximum of 1 hour from the request for withdrawal) if the works are carried out within the ship's waterway. During the interruption of work due to vessel traffic, the contractor is not entitled to additional costs due to downtime. In the event of non-compliance with the request for withdrawal or a longer

duration from notification to withdrawal, which results in a delay in cargo traffic in the port, the contracting authority reserves the right to claim all incurred costs from the contractor.

The tide is evident from the forecast published on the website of the Slovenian Environment Agency, but the actual tide may deviate from the forecast due to other weather factors.

Considering that the works are carried out in the area of the outflow of the Rižana river, it is also necessary to take into account the water flow. During the rainy season, the latter can significantly increase. To this end, it is necessary to adjust the methods of work and machinery and other conditions (e.g. safety at work, arrangement of the construction site).

Consequently, the contracting authority will not recognize any subsequent claims of the contractor due to delays or lower productivity in the implementation of works.

The contractor must adapt the work technology so that he can perform the work in accordance with the building permit from Monday to Friday from 6 a.m. to 6 p.m. and on Saturdays from 6 a.m. to 12 p.m. On Sundays and holidays, construction works may not be carried out with regard to vessel traffic.

The data regarding the vessel traffic that affects the implementation of works (traffic in Basin II) are as follows:

- total ship manoeuvres 1.1.2022-27.7.2023 (572 days) = 1737 (mooring+ unmooring); i.e. an average of 3 manoeuvres/day.
- In the period from January 2022 to July 2023 inclusive, 45 ships were moored at berth 8.A, with a mooring duration of approximately 3 days for each ship; please note that the current trend of ships on the 8.A berth is on the rise (approximately 1 per week).
- Manoeuvre means mooring or unmooring the ship (bypass); approximate duration 1 hour. To this we must add the arrival or departure of the required number of towing vessels to carry out the manoeuvre in accordance with the Rules on compulsory ship towage.
- The mentioned manoeuvres are usually announced one (1) day in advance by approximately 1:00 p.m. with the creation of a pilotage plan in Luka Koper d. d., although the time and duration of the manoeuvre may subsequently change.

The contracting authority also cannot guarantee that during the execution of the works the vessel traffic will be comparable to the traffic in the previous paragraph.

Anchoring of the vessel for carrying out excavations during work must be ensured in such a way that it does not obstruct the passage of vessels or navigation safety. Dredging with a vessel anchored to the seabed with steel cables and anchors is therefore not permitted. It is necessary to ensure that the vessel is removed from the work site area on call as soon as possible (maximum 1 hour).

Prior to the implementation of works, the contracting authority will, based on the technology of the contractor's works, obtain a decision of the Slovenian Maritime Administration, where the requirements will be defined in more detail during the implementation of works from the aspect of navigational safety (requirements of the applicable legislation). In the case of requirements of the Slovenian Maritime Administration arising from the technology of the contractor's work, it is taken into account that the implementation of works necessary to meet the requirements is included in the tender price under the preparatory work item. As a result, the contracting authority will not recognize any subsequent claims of the contractor under this title.

The contractor must provide the necessary equipment (VHF) and personnel in order to be able to communicate with the operational area of Luka Koper d.d., the pilotage company KOPP, towing vessels Adria-Tow d.o.o. and the Slovenian Maritime Administration. The contractor must strictly follow the instructions from the communication and also record them in the work register. In the

event of non-compliance with the instructions, the contracting authority reserves the right to take action in accordance with the contract.

If electricity and water are provided to the contractor by the contracting authority, all connection and consumption costs shall be charged in accordance with the applicable price list of the contracting authority.

The contracting authority is not obliged to provide the tenderer with a mooring place for vessels or any storage space for the provision of services.

Insofar as the mooring place and/or storage space is provided by the contracting authority outside the construction site area, all costs are calculated in accordance with the valid price list.

Requirements for a dredging vessel:

- own power; it can be auxiliary (e.g. with towing vessels), but they must be available at all times
- It must not be anchored with anchors and steel cables
- Is able to be removed within a maximum of 1 hour from the call
- It must be equipped with a system for precise positioning and real-time monitoring of the progress of work - dredging (hardware and software).

Disposing of dredged silts at the disposal site

The contractor, who will use the disposal site for disposing of the material, must use the area with due diligence throughout the implementation of works and prevent the occurrence of damage due to use. In the event of damage, it must be repaired (e.g. embankments, fence, door damage, etc.).

Please note that there are no utility connections in the area of the disposal site, so the entire infrastructure must be used for the purposes of arranging the construction site or the implementation of works must be arranged by the contractor himself, which must already be included in the offer prices.

In order to remove the excavated material, the contractor must arrange both an accessible route and a place for loading the material in the port area. This is coordinated with the contracting authority.

The contractor prepares all the necessary documentation or plans necessary for the implementation of works or obtaining the necessary approvals and permits for the use of local routes and roads.

The area of the disposal site is enclosed by a fence, access is provided only to the contracting authority and the user. The contractor must ensure that access to the disposal site is possible only during the disposal of dredged silt. If, during the use of the disposal site, it is found that other material is deposited in the area, the contracting authority will consider that it is the material of the contractor, which the contractor is obliged to remove at his own expense. Disposal of material that does not comply with this order is a breach of contract. In the event of breaches, the contracting authority reserves the right to enforce the contract penalty for violation of the Port Regulations or other contractual sanctions. The contracting authority stipulates that the disposal of dredged silts on the disposal site is subject to Port Regulations, because these are works carried out within the port and the disposal sites are part of the concession area.

Implementation of construction and technical installation works

All works must be of high quality and made from materials with the required physical characteristics and must be carried out according to the submitted project documentation, details and instructions of the designer. All embedded materials and products must have appropriate proof of conformity or properties and must correspond to the price range indicated in the bill of quantities. Dimensions

and quantities must be checked on the spot before manufacturing or ordering. In the case of parts where a particular material is indicated, it is also possible to choose another with the same characteristics and in the same quality with the prior approval of the contracting authority, the design manager and the head of supervision. The same applies to all finishing materials (quality, dimension, texture, colour...). This does not apply to key telecommunication equipment and lighting, due to the unification of key elements, to ensure easier and cheaper maintenance throughout the lifetime of all key equipment of the contracting authority and, consequently, to ensure the availability of the equipment. If there is no detail in the project documentation for a specific type of work, the draft details must be drawn up by the contractor and submitted to the design manager for approval (see instructions for preparation of TS).

During the execution, the contractor must ensure constant internal control of the works and possible environmental impacts at the work site, and consequently take measures and record all observations and measures in the work register.

The implementation of earthworks must be adapted to the data from the geomechanical report, i.e. to the actual situation established on the field and the instructions of the geomechanic. The slope of the side of the excavation must correspond to the soil in such a way that the material is not scattered or slipping. For all excavation works and transport of excavated materials, the quantities are estimated by the volume of soil in the bulk state. For all embankment works, the quantities are estimated by the volume of the soil in the built-in state, so the unit price calculation must take into account the relevant expansion or compaction factors.

During construction, a condition can be identified that requires additional measures from the geomechanical point of view. In the event that circumstances that require additional measures are identified during construction, monitoring will have to be carried out. The contractor is obliged to ensure the installation of appropriate equipment (geodetic measurement points) and to ensure the involvement of relevant experts (geologist, geotechnician, hydrogeologist, surveyor, etc.) in carrying out the works and monitoring the behavior of works performed.

On the part of the lagoon above the sea, piling may be carried out from a prefabricated structure or from an existing coastline (Berth 11) or in combination with a craft. On land, pile driving is carried from the ground. For this purpose, local excavations at the site of the pile, as well as reinforced concrete beams will be required. Likewise, a local excavation will be necessary at the site of the piles of the sheet piling and the installation of protective RC caps.

Deep foundation is provided for with piles that

- are spiral welded steel pipe piles made of S355 J2 steel. In the construction of piles and installation thereof, it is necessary to take into account the standard for displacement piles SIST EN 12699:2015 and the standards for steel and aluminium structures SIST EN 1090-1:2009 and SIST EN 1090-2:2018. The execution class for piles is EXC3 and 1st class of geometric tolerances.
- they are supplied in one piece or in segments or sections, which are extended by welding on the construction site. The control of welding performance will have to be carried out in accordance with the instructions of the designer, the contracting authority-appointed supervisor and external quality control,
- they must have a horizontal tolerance of ± 10 cm (except piles in the combined wall). Horizontal tolerance of piles in the combined wall is given by the supplier of the sheet piles.

The actual length of the piles will be determined on the basis of the driving criterion when the first piles will be driven. The price of piles must take into account the keeping of records of driving, the issuance of birth certificates, geodetic recordings of piles and all final reports on pile driving. The price must also include all movements of piles (loading, transport, unloading) from temporary landfills to the installation site, as well as the arrangement and maintenance of access routes to

piles. The contracting authority will allow the contractor to store piles in one of the areas operated in the vicinity of the port. The location will be communicated to the contractor no later than within 3 months of signing the contract. In order to carry out transport, the contractor must obtain all the necessary consents and pay all the fees or costs of transport, insofar as these are derived from the licences obtained.

The construction of a pipeline for petroleum products is also coordinated with the user of the pipeline, which is Petrol d.d. The pipeline must be connected during the time when there is no tanker at the Petrol berth.

The contractor must record all changes during construction for the preparation of as-built design (hereinafter referred to as the PID) and submit them to the contracting authority with all the project and technical documentation for operation and maintenance at the end of the construction.

Geodetic plan of the existing situation prior to the implementation of works, including existing facilities (for records and for monitoring the measurements of works carried out) – the initial state is prepared by an authorised surveyor of the contractor in the presence of the contracting authority. Before drawing up the plan, it is necessary to obtain data from the land surveyor in the field of investments of Luka Koper d.d. on the starting point of the Port of Koper elevation grid. If the starting points of measurements are not the existing points of the Port of Koper measurement grid, the height of the points must be determined by levelling.

4. SCHEDULE

The contracting authority notes that all works are carried out during the full operation of the port, with the exception of the areas on which the work will be carried out. The operation of the port has priority over construction.

In accordance with the building permit obtained in the integrated procedure No 35105-3/2021-255-32 of 11 June 2022, the second point of Chapter 5, **Protection against noise during construction**, states that works may be carried out from Monday to Friday from 6 am to 6 pm and Saturdays from 6 am to 12 pm. On Sundays and public holidays, construction work may not be carried out. At the time of drawing up the schedule, the contractor foresees the workforce and the machinery to carry out all the work in the term, as is apparent from the draft contract.

Within 30 days of the signing of the contract, the contractor shall submit to the contracting authority the TS for inspection, which has already been coordinated with the designated supervisors appointed by the contracting authority and external quality control. The draft instructions for the preparation of TS can be found in the link in point 3.2 of Chapter III Contract specification. If the contractor proves the content and quality of the offered works, the contracting authority shall confirm or submit comments within 10 working days of receipt. The contractor must reconcile the comments within the next 10 days.

The time window available to the contractor for carrying out the connection of the pipeline shall be a maximum of 4 days when the tanker will not be at berth.

The contractor prepares a schedule which is an integral part of the TS taking into account any restrictions arising from the tender specifications and the draft contract. The schedule is of an informative nature and only to help the contracting authority to monitor the works.

For the handover of works, see the contractual terms in the section **Handover and acceptance**.

5. Scope of contract work

5.1 Method of determining the tender price

The scope of the planned works can be seen from the procurement documents with the contract specification, all available project documentation and the bill of quantities. All product types - trade names and manufacturers listed in the bill of quantities are mentioned solely for the purpose of precisely defining the technical characteristics, standards and regulations according to which they are manufactured, certificates and evidence of properties or compliance, which they have in order to define more precisely the technical requirements and manufacturing procedures for equivalent products offered by the contractor. This does not apply to key telecommunication equipment and lighting, due to the unification of key elements, to ensure easier and cheaper maintenance throughout the lifetime of all key equipment in the port and, consequently, to ensure the availability of the equipment.

Before submitting a tender, the tenderer should examine the situation in the field and familiarise themselves with the existing situation, but this is not mandatory for submitting a tender. The tenderer assumes responsibility if he has not acquainted himself with certain situation and data, because he has not examined the situation in the field where the work will take place and/or the existing project documentation.

If the bill of quantities indicates a specific supplier of goods or equipment or a type of goods or equipment, the tenderer may always offer an equivalent type of goods or equipment of another supplier. The burden of proof is on the part of the contractor.

Before submitting a tender, the tenderer must examine the conditions at the facilities and the bill of quantities and anticipate the necessary scope and complexity of the works and the organisation of the works on the field. When determining the tender price, the tenderer must take into account all the necessary works by harmonising the volume of the tender works and by giving the total tender price according to the **turnkey** system.

The tender price according to the **turnkey** system also includes costs for:

- all necessary tasks that are prescribed and determined by the applicable regulations on safety at work and are subject to a safety plan (placing a fence on the work site, lifeguard, protection of all municipal and other installations in the field, etc.),
 - all necessary tasks for the protection of the environment during construction (air, noise, sea, etc.) by preparing all the necessary studies (e.g. the study for the prevention and reduction of particulate emissions from the construction site, the noise abatement study, the marine pollution prevention study, the study on preventing the possibility of a major accident due to the proximity of pipelines containing petroleum products) with an indication of all mitigation measures to reduce environmental impacts.
 - the organisation and costs of permits for all workers and payment of any compensation for the use of traffic areas for entry into the port area,
 - arranging all necessary permits for the implementation of works from a craft,
 - all possible working plans that are necessary for implementation, e.g. prefabricated reinforced concrete elements, pile caps, etc. (the latter are to be specified in TS, and are made before installation or construction and are approved by the designer and the supervisor appointed by the contracting authority),
 - the installation of containers and toilets for the management of the construction site (the contracting authority requires a multi-purpose double air-conditioned container for holding meetings on the construction site for the entire duration of works and one single container for the contracting authority and his representatives for smooth work),
 - arranging the work site in such a way that the rest of the port and terminals operate smoothly.
- The price should also include the establishment of possible new temporary traffic routes and

signalling, cleaning of work site and traffic routes. The contracting authority points out that it is necessary to clean the traffic area along the entire route to the disposal site, or to implement other measures during the transport of material in order to minimize surface pollution. If the contractor has to temporarily remove the machinery, he must include these costs in his tender. Additional costs from this title will not be recognized by the contracting authority. The contractor shall provide and include in the tender prices all costs relating to the marking of the worksite on sea.

- costs of temporary construction electrical cabinets, water and other energy consumption and delivery with the installation and maintenance of a temporary toilet sanitary cabins,
- removal of all obstacles encountered at work,
- performing internal quality control of installed materials or performed works (in accordance with TP) or by prior agreement with the contracting authority, the supervisor appointed by the contracting authority and the external quality control contractor,
- preparation of as-built design documentation in 4 paper copies and a digital copy, which is submitted on an electronic medium (all drawings in Autocad stored in the format .DWG and in .PDF - for the user, single-pole schemes in the format ".SEP" (SEE Electrical software tool) – for managers, the rest in .DOC and .PDF. As-built design is produced and handed over separately for the relocation of the pipeline for petroleum products and the construction of Berth 12 with the infrastructure and dredging for obtaining the operating permit and allowed for trial operation. As-built design prepared to relocate the pipeline for petroleum products must include the cost of certification of explosion risk assessment.
- production of all records, birth certificates and other documentation or evidence necessary for the preparation of the documentation certifying reliability of completed construction, including prepared expert assessments for steel towers and all steel elements.
- preparation of operating and maintenance instructions in 2 paper copies and a digital copy on an electronic medium,
- all documentation, supporting documentation and measurements required for carrying out the technical inspection and obtaining the operating permit/trial operation,
- insurance of activities and construction sites with an insurance company.

In order to enter the port area, the selected contractor will have to arrange permits in due time. Permits are also regulated by the selected contractor for subcontractors and other participants with current validation of the application for the issuance of permits.

5.2 Preparation and handing over of interim certificates

A register of accounting measurements shall be kept separately for each investment. A protocol for the preparation of statements and validation will be drawn up in TS; without prejudice to the turnkey clause the contractor keeps a register of accounting measurements by individual items and works and shall take into account that:

1. The register of accounting measurements is reviewed and validated by the contracting authority's appointed supervisor. For positions for which it will not be possible to check the measurements at a later stage, the contractor must attach to the individual calculation sheet a photo documentation from which the unit of measurement (e.g. height, depth, etc.) is clearly visible, or an appropriate geodetic record with evident dimensions. Measurements of all performed works must be made according to the applicable norms and standards with all conditions in accordance with good practice in construction. The contracting authority reserves the right to dispute the recognized quantities in the event of subsequently identified irregularities, when it is established on the basis of new facts that the quantities were incorrectly declared.



2. Each calculation sheet must show the month for which the quantity is calculated and the signature by the contracting authority's appointed supervisor or the contracting authority, otherwise the quantity may not be accounted for in that month. For manufactured prefabricated elements which have a basis for settlement, a statement of the elements produced must be attached to the interim certificate, where the measurement unit is undisputedly determined. The declaration must be signed by the contracting authority's designated supervisor.
3. Before handing the interim certificate to the contracting authority, supervision must confirm the interim certificate on the sheet showing cumulative issued certificates and the invoice for each month.
4. The confirmed statement is sent to the contracting authority as a digital copy. After the review, the contracting authority forwards the interim certificate to the accounting department.
5. After confirmation of the situation in SAP, the investment administrator of the contracting authority informs the contractor and the designated supervisor by e-mail by the 5th day of the month.

6. Bill of quantities

Bill of quantities must cover all investments. The bill of quantities is attached to the procurement documents as a digital file Popis del.xls and is an integral part of the documentation. Descriptions of works in the bill of quantities are also translated into English. In the event of deviations of the English translation from the original in the Slovenian language, the specification in the Slovenian language shall apply.



IV. FORMS

- **TENDER (OBR-1)**
- **INFORMATION ON THE TENDERER AND SUBCONTRACTORS OR JOINT CONTRACTORS (OBR-2)**
- **DECLARATION ON ELIGIBILITY TO PARTICIPATE AND THE ABSENCE OF GROUNDS FOR EXCLUSION (OBR-3)**
- **DECLARATION ON ELIGIBILITY TO PARTICIPATE AND THE ABSENCE OF GROUNDS FOR EXCLUSION FOR SUBCONTRACTORS (OBR-3a)**
- **DECLARATION ON PROVISION OF TECHNICAL AND STAFFING CAPACITIES (OBR-4)**
- **CERTIFICATE OF THE CONTRACTING AUTHORITY AS INVESTOR (OBR-4a)**
- **CONTRACT SAMPLE (OBR-5)**
- **DECLARATION /DATA ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE OWNERSHIP OF THE TENDERER (OBR-6)**
- **DECLARATION BY THE TENDERER ON COMPLIANCE WITH THE CODE OF CONDUCT FOR BUSINESS PARTNERS OF THE LUKA KOPER GROUP (OBR-7)**
- **ESPD IN ELECTRONIC FORMAT** (for each economic operator to be involved in the performance of the public contract; see point 3.1)



OBR-1

TENDER

tender no.: _____
Public Procurement
No. **92/2023**

1. Contracting authority: **Luka Koper, d.d., Vojkovo nabrežje 38, 6501 Koper**

2. Subject-matter of the procurement: **CONSTRUCTION OF BERTH 12 AND ROLL-ON/ROLL-OFF BERTH WITH THE NECESSARY INFRASTRUCTURE ON THE PIER II**

3. The tenderer:

4. Tender price:

Pro forma invoice value (without VAT): _____ EUR (see pro forma invoice)

Tender price excluding VAT

--

EUR

Tender price with VAT

--

EUR

The tender price includes all costs and fees connected with the realization of the tender.

- 5.** The tender is valid for the entire contract, in accordance with the tender documents related to the award of the contract, which is attached to this tender.
- 6.** The price is fixed for the scope of works from the tender. The works are implemented according to the turnkey system.
- 7.** The tender must be valid for 120 days after the deadline for receipt of tender.
- 8.** We undertake to execute the order within the deadline referred to in Article 20 of the sample contract in accordance with the requirements of the tender documents.
- 9.** Financial terms: specified in the model contract.
- 10.** We will perform the contract as stated in the tender and will not transfer it to another contractor. We will immediately inform the contracting authority to indicate the subcontractors we cooperate with, the type of works or materials and the value of the works or materials, otherwise we are obliged to compensate the contracting authority for the costs or other damage incurred due to untimely notification.
- 11.** We declare that we have examined the complete tender documentation and that we fully agree with it.
- 12.** We declare that prior to the award of the contract, we have visited the site of the works, that we have studied the project documentation and the bill of quantities in detail, so that we are familiar with the site and all its characteristics and specificities. Any shortcomings in the specification/scope of works for the execution of the contract have been brought to the attention of the contracting authority. No subsequent claims will be made on this basis.
- 13.** Within eight (8) working days of the signature of the contract, we shall deliver to the contracting authority a collateral instrument in the amount of 10% of the contract value,



inclusive of VAT, as a performance guarantee, valid for at least ninety (90) days after the scheduled acceptance of the works.

14. Within eight (8) working days of the signature of the contract, we shall provide the contracting authority with a copy of the insurance policy covering liability for damages which the contracting authority or third parties may incur in connection with the performance of the contractor's activity, and construction insurance.
15. The implementation of works will be adapted to the work process in the port. If we, as the contractor, have to temporarily remove machinery, we have already included these costs in our tender.

Date: _____

The tenderer

Place: _____

stamp

(Name, surname and signature
of the authorised person)

Annexes:

- Completed tender pro forma invoice or bill of quantities (*Instructions: The tenderer shall fill in the fields with the unit prices of each item in the bill of quantities in the digital file Popis del.xls attached to the tender documentation and print out the complete bill of quantities and scan it together with the other tender documentation*).



OBR-2

INFORMATION ON THE TENDERER AND SUBCONTRACTORS OR JOINT CONTRACTORS

1. TENDER

We are submitting the tender for the execution of the public contract JN 92/2023 **CONSTRUCTION OF BERTH 12 AND ROLL-ON/ROLL-OFF BERTH WITH THE NECESSARY INFRASTRUCTURE ON THE PIER II** (to be marked with an X):

- ☐ independently
☐ with subcontractors
☐ as a joint tender

2. INFORMATION ABOUT THE TENDERER

2.1 Information about the tenderer

Full company name:	
Address of the tenderer:	
Responsible person/persons or legal representative for signing the contract	
Legal representative or the person authorized to sign the contract	
Registration number	
VAT identification number	
Current account number	
Name and address of bank:	
BIC/SWIFT	
Phone	
e-mail	
Foreman (name, surname, phone/mobile phone, e-mail)*	
Authorized representative of the contractor (name, surname, phone/mobile phone, e-mail)*	

* data for the contract

2.2 Tender with subcontractors – information on subcontractors

Tenderers fill in the point 2.2. in the event that they will cooperate with subcontractors in the execution of the public contract.



In the public procurement marked JN 92/2023, we will cooperate with the following subcontractors:

No.	Full name of the subcontractor, address, authorized person, registration number, VAT identification number	Description of the part of the contract to be performed by the subcontractor	Requests direct payments YES/NO	Quantity (%) of the total according to the value of the works taken over
1.				
2.				
3.				
4.				

Note: If the tenderer has more than one subcontractor, the tenderer shall provide the required information in a table of equivalent content. The additional sheet must be signed and stamped by the tenderer and it must be clear that the information given is for the public contract in question.

2.3. Joint tender

Tenderers shall complete point 2.3 if they have submitted a joint tender.

The following tenderers are participating in the procurement procedure JN 92/2023:

No.	Full name of the co-tenderer, address, authorized person, registration number, VAT identification number	Description of the part of the contract to be performed by the co-tenderer	Quantity (%) of the total according to the value of the works taken over
1.			
2.			
3.			

Date: _____

The tenderer

Place: _____

stamp

(Name, surname and signature
of the authorised person)



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LUKA KOPER
Port of Koper

OBR-3

DECLARATION ON ELIGIBILITY TO PARTICIPATE AND THE ABSENCE OF GROUNDS FOR EXCLUSION

Tenderer / partner:

We declare under criminal and material responsibility that:

- a) we are not the subject of insolvency or compulsory winding-up proceedings under the act governing insolvency and compulsory winding-up proceedings or of liquidation proceedings under the act governing companies, our assets or operations are not being administered by a liquidator or by the court, our business activities are not suspended, and, in accordance with the regulations of another country, we are not the subject of proceedings or are not in an analogous situation having the same legal effect;
- b) on the day on which the deadline for receipt of tenders or applications expires, we are not excluded from public procurement procedures on the grounds of being entered in the register of economic operators on whom secondary sanctions of exclusion from procurement procedures have been imposed from Article 110 of ZJN-3 (Exclusion grounds from Article 75(4)(a) of the ZJN-3);
- c) we are registered in the commercial register to carry out the activity that is the subject of the contract and we undertake it in the tender, namely for the activity
.....;
- d) Over the latest three financial years (where operating less than 3 financial years, within the term of its operation) our average net annual income amounted to EUR
- d) on the day of the submission of the tender, none of our transaction accounts are blocked and in the last 150 days before the deadline for the submission of tenders, none of our transaction accounts were blocked for more than 10 consecutive days.
- e) We have a recent and current Basel II credit rating of at least SB6 or equivalent, in accordance with the provisions of the procurement documents.
- f) We and any person, entity or body referred to in the first paragraph of Article 5.k of Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine are not subject to the prohibition from the first paragraph of Article 5.k of this Regulation.

Per request, we will provide the contracting authority with the additional evidence required to demonstrate that the above conditions are met, within the determined deadline.

Date:

Tenderer / partner

Place:

stamp

.....
(Name, surname and signature
of the authorised person)



OBR-3a

**DECLARATION ON ELIGIBILITY TO PARTICIPATE AND THE ABSENCE OF GROUNDS
FOR EXCLUSION FOR SUBCONTRACTORS**

Subcontractor: _____

We declare under criminal and material responsibility that:

- a) we are not the subject of insolvency or compulsory winding-up proceedings under the act governing insolvency and compulsory winding-up proceedings or of liquidation proceedings under the act governing companies, our assets or operations are not being administered by a liquidator or by the court, our business activities are not suspended, and, in accordance with the regulations of another country, we are not the subject of proceedings or are not in an analogous situation having the same legal effect;
- b) on the day on which the deadline for receipt of tenders or applications expires, we are not excluded from public procurement procedures on the grounds of being entered in the register of economic operators on whom secondary sanctions of exclusion from procurement procedures have been imposed from Article 110 of ZJN-3 (Exclusion grounds from Article 75(4)(a) of the ZJN-3);
- c) we are registered in the commercial register to carry out the activity that is the subject of the contract and we undertake it in the tender, namely for the activity _____;
- d) on the day of the submission of the tender, none of our transaction accounts are blocked and in the last 150 days before the deadline for the submission of tenders, none of our transaction accounts were blocked for more than 10 consecutive days.
- e) We and any person, entity or body referred to in the first paragraph of Article 5.k of Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine are not subject to the prohibition from the first paragraph of Article 5.k of this Regulation.

Per request, we will provide the contracting authority with the additional evidence required to demonstrate that the above conditions are met, within the determined deadline.

Date: _____

Subcontractor

Place: _____

stamp

(Name, surname and signature
of the authorised person)



OBR-4

DECLARATION ON PROVISION OF TECHNICAL AND STAFFING CAPACITIES (TO BE COMPLETED ONLY BY THE TENDERER OR LEAD PARTNER IN A JOINT TENDER)

DATA ON THE REFERENCE WORK OF THE ECONOMIC OPERATOR

Under criminal and material liability we declare that the data about the reference work stated below are true. Per request, we will provide the contracting authority with the additional evidence required to demonstrate the successful implementation of the listed reference work, within the determined deadline.

Condition A:

Name of reference work:	
Address of the facility:	
Investor:	
Contractor:	
Subcontractor (if the economic operator acted as a subcontractor of the main contractor):	
Date of implementation: (from month/year – to month/year)	
Place of implementation:	
Total transaction value (excluding VAT):	
Share of the business of the economic operator demonstrating references in relation to the entire reference work (excluding VAT):	
Description of works:	

Condition B:

Name of reference work:	
Address of the facility:	
Investor:	



Contractor:	
Subcontractor (if the economic operator acted as a subcontractor of the main contractor):	
Date of implementation: (from month/year – to month/year)	
Place of implementation:	
Total transaction value (excluding VAT):	
Share of the business of the economic operator demonstrating references in relation to the entire reference work (excluding VAT):	
Description of works:	

Condition C:

Name of reference work:	
Address of the facility:	
Investor:	
Contractor:	
Subcontractor (if the economic operator acted as a subcontractor of the main contractor):	
Date of implementation: (from month/year – to month/year)	
Place of implementation:	
Total transaction value (excluding VAT):	
Share of the business of the economic operator demonstrating references in relation to the entire reference work (excluding VAT):	
Description of works:	



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Condition D:

Name of reference work:	
Address of the facility:	
Investor:	
Contractor:	
Subcontractor (if the economic operator acted as a subcontractor of the main contractor):	
Date of implementation: (from month/year – to month/year)	
Place of implementation:	
Total transaction value (excluding VAT):	
Share of the business of the economic operator demonstrating references in relation to the entire reference work (excluding VAT):	
Description of works:	

Condition E:

Name of reference work:	
Address of the facility:	
Investor:	
Contractor:	
Subcontractor	



(if the economic operator acted as a subcontractor of the main contractor):	
Date of implementation: (from month/year – to month/year)	
Place of implementation:	
Total transaction value (excluding VAT):	
Share of the business of the economic operator demonstrating references in relation to the entire reference work (excluding VAT):	
Description of works:	

Annex: CERTIFICATE OF THE CONTRACTING AUTHORITY AS INVESTOR FOR EACH OF THE PRESENTED REFERENCES.

If the economic operator has acted as a subcontractor in the implementation of the reference work, he must submit either a certificate of reference signed by the investor or a certificate of reference signed by the main contractor of the reference work, to which he must also enclose certified references issued by the investor to the main contractor.

The content of the certificate must comply with the model.

If the economic operator demonstrates the reference work with a service performed for Luka Koper d.d., it is not necessary to attach a certificate of the contracting authority as investor. In the investor field, in addition to the reference to Luka Koper d.d., the information of the person responsible for the project, the project manager, from the side of Luka Koper d.d. shall be indicated. The contracting authority will verify his own records to check if the required conditions are fulfilled. It is recommended that the tenderer nevertheless check with the contracting authority whether such reference work will be accepted or taken into account.

LABORATORY INFORMATION

For the testing of samples and the implementation of internal quality control of concretes, we have an accredited concrete testing laboratory, namely the laboratory _____ (Note: specify the name), which may be owned by the economic operator _____ (note: specify the name).

The tender must be accompanied by a certificate of appropriate accreditation of the laboratory showing that the condition is fulfilled.

Select a) or b) below and provide the relevant evidence:



- a) The economic operator appearing in the tender, namely _____ (note: specify the name) is the owner of the laboratory or the laboratory is part of this economic operator.
- b) The economic operator submitting the tender, namely _____ (note: specify the name) has a contract with the above-mentioned laboratory for the testing of samples and the performance of internal quality control of concretes.

DETAILS ON THE CERTIFICATE OF COMPETENCE FOR EX-EQUIPMENT INSTALLATION The economic operator participating in the tender and taking over the implementation of the pipeline for petroleum products, namely _____ (note: specify the name) has a valid certificate of competence for ex-equipment installation.

A copy of the certificates shall be submitted with the tender.

STAFFING CAPACITIES

Data on staffing capacities - foreman AS CONSTRUCTION MANAGER:

Name and surname: _____ (employed by: _____)

Professional education: _____

Knowledge of the Slovenian language _____

Type of certificate: _____ No. _____
(professional certification exam ...)

Issuer: _____ Date: _____

Reference works for the specified function:

Name of reference work:	
Address of the facility:	
Investor:	
Contractor:	
Date of implementation: (from month/year – to month/year)	
Place of implementation:	
Total transaction value (excluding VAT):	
Description of works:	



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The human resources listed in the tender must be employed or self-employed by the tenderer or a subcontractor.

If the foreman has not acted as responsible construction foreman under ZGO-1 or responsible foreman of reference works under the Building Act for the reference work of the economic operator demonstrating the reference work, he/she shall obtain a separate certificate from the contracting authority as the investor regarding the performance of the function of responsible construction foreman or responsible foreman under ZGO-1 or the Building Act.

Information on staffing capacity - foreman in the field of construction or geotechnology or mining for **deep foundations**:

Name and surname:

(employed by: _____)

Professional
education:

Type of certificate:

(professional certification exam ...)

No. _____

Issuer:

Date: _____

Reference works for the specified function:

Name of reference work:	
Address of the facility:	
Investor:	
Contractor:	
Date of implementation: (from month/year – to month/year)	
Place of implementation:	
Total transaction value (excluding VAT):	
Description of works:	

The human resources listed in the tender must be employed or self-employed by the tenderer or a subcontractor.



If the foreman has not acted as responsible foreman of individual works under ZGO-1 or as the **foreman** under the Building Act for the reference work of the economic operator demonstrating the reference work, he/she shall obtain a separate certificate from the contracting authority as the investor regarding the performance of the this function.

The data regarding staff capabilities - welding technologist:

Name and surname: _____

(employed by: _____)

Professional
education: _____

Type of certificate: _____

No. _____

(*professional certification exam ...*)

Issuer: _____

Date: _____

- enclose a copy of IWE (international welding engineer) diploma from an IIW (International Institute of Welding) authorised body.

TECHNICAL CAPACITIES

We hereby declare that we have the necessary technical capacity (*machinery and equipment*) for the quality performance of the entire contract within the set deadline, in accordance with the requirements set out in the tender documentation, the rules of the trade and the regulations and standards in the field of the subject-matter of the contract. Per request, we will provide the contracting authority with the additional evidence required to demonstrate the technical capacities, within the determined deadline.

Date: _____

The tenderer

Place: _____

stamp

(Name, surname and signature of
the authorised person)



OBR-4a

CERTIFICATE OF THE CONTRACTING AUTHORITY AS INVESTOR

Contracting authority/investor:

.....

in the construction of facility:

.....,

which took place in the year(s) _____ (month/year – to month/year)

in total value of..... EUR excluding VAT,

confirms that the contractor

.....

and his foreman

.....

has carried out the work on time and to a satisfactory standard.

The following work has been carried out under this contract (add description to show that the reference requirements are met):

.....

.....

.....

.....

Contact person of the contracting authority as an investor, where additional information can be obtained:

.....,

phone, e-mail

Date:

Stamp:

Signature:

(name and signature)

Note: The tenderer may also attach other relevant certificates obtained in other procedures for the purpose of participating in public procurement procedures as proof under this form.



Co-funded by
the European Union





OBR-5

MODEL CONTRACT

Luka Koper, pristaniški in logistični sistem, d.d.

Vojkovo nabrežje 38, 6501 KOPER,

represented by the president of the management board of the public limited company
_____ and member of the management board _____

As the CONTRACTING AUTHORITY

VAT identification number: SI89190033

Registration number: 5144353

and

_____ (name of contractor)

_____ (address of contractor)

represented by _____ (authorized contractor's representative for contract signing)

As the CONTRACTOR

VAT identification number: _____

Registration number: _____

conclude the following

CONTRACT No. JN 92/2023/SPJIP2/45 - _____, SPJIP3/45 - _____,
SPJIŽ26/45 - _____, SPJIP21 1/45 - _____,
SPJEET21/45 - _____

The subject of the contract and the contract price

1. Article (Subject of the Contract)

The subject of this contract is the supply of materials and the implementation of all works for the **CONSTRUCTION OF BERTH 12 AND ROLL-ON/ROLL-OFF BERTH WITH THE NECESSARY INFRASTRUCTURE ON THE PIER II**. The works are carried out on the plots 694, 695, 696/1, 696/2, 697, 698, 699, 700, 724, 799/72, all c.m. Ankaran. The content and scope of the works that are the subject of this contract are given in the tender no. _____, dated _____ (hereinafter: the tender), which forms an annex and an integral part of this contract. In the event of any inconsistency between the contract, the procurement documents and the tender, the provisions of this contract or those more favourable to the contracting authority shall prevail.

The contractor undertakes to carry out the work in accordance with:

- this contract,
- contract specification,
- contractor's tender no. _____ Dated _____ ,
- procurement documents and their annexes,

- DGD project documentation, with the tolerances allowed in accordance with the law governing the construction of buildings,
- detailed design documentation (PZI) submitted to the contractor by the contracting authority,
- building permit for the intervention and the environmental permit for the intervention, if any,
- applicable legislation and regulations, except as otherwise provided for in this contract,
- standards and rules of the profession, in so far as they do not conflict with the provisions of this contract,
- due diligence required of a professional builder.

By signing this contract, the contractor declares that he is aware that the subject-matter of this contract is partly financed by the European Union through the IPE programme of the ACCESS2KOPERPORT project, the successful use of European Union funds being conditional upon the timely execution of the subject-matter of the contract.

2. Article (value of the works under the contract)

The value of all the works and materials referred to in Article 1 of this contract shall be determined on the basis of the attached tender and shall be as follows:

..... **EUR**
in words...../100 EUR

The contract price shall be the net price excluding value added tax. The contractor shall charge the VAT on the contract price at the time of invoicing or statement in accordance with the legislation in force. In the cases provided for by law, the tax shall be levied and paid by the contracting authority in accordance with Article 76a of the Value Added Tax Act.

The contractor and the contracting authority shall ensure that VAT and other public levies, if any, are properly accounted for and recorded in accordance with the regulations and accounting standards. In the event that any deficiency or error is subsequently discovered, the contractor and the contracting authority shall cooperate and jointly rectify the error and, if necessary, engage an appropriate tax consultant. The cost of the tax consultant shall be borne by the contractor.

The contractual price set out in this contract shall be determined on a 'turnkey' basis with fixed prices. The parties agree that the 'turnkey' clause shall not only apply to the works described in the bill of quantities or in the tender submitted by the contractor, but that the contract value shall include all the works necessary for the execution of the entire project or the completion of the facility defined as the subject-matter of the contract in this Agreement (Article 1). For the contract value, the contractor shall provide the complete end result (the constructed and functional facility) which is the subject-matter of this contract, whereby it is irrelevant whether the particular work required to achieve this result was explicitly or otherwise included in the bill of quantities, pro forma invoice or other documents.

The contract price with turnkey clause shall include the value of all unforeseen and excess works, shall exclude the effect of missing works on the contract price, but shall not exclude the payment for subsequent (additional) works.

Unforeseen works include unforeseen foreseeable works and unforeseen unforeseeable works. Unforeseen foreseeable works are works which a diligent contractor could have foreseen on the

basis of a visit to the site and an examination of the design documents and other information to which he had access, whether or not these works are indicated by type and/or quantity in the estimate and the bill of quantities. Unforeseen unforeseeable works are works which, although the contractor has exercised due care as a competent professional, could not have been foreseen on the basis of a visit to the site and an examination of the design documents and other information to which the contractor has had the possibility of having access. The burden of proving that the unforeseen works are unforeseeable shall be on the contractor. All unforeseen works (both foreseeable and unforeseeable) are covered by the turnkey clause under this contract.

The contracting parties agree that the contractor shall not be entitled to request a change in the contract price on account of changed circumstances, including events or conditions which the Contractor could not have foreseen, avoided or prevented, such as measures imposed by acts of the competent authorities, unforeseeable physical conditions, measures imposed by law or otherwise for the increase of payments or the imposition of other charges, archaeological findings, changes by the contracting authority, such as changes in the organisation of the work or the construction site, changes in the technology, etc.

The Contractor shall not commence unforeseen works without the prior written consent of the contracting authority, unless they are works that are necessary to ensure the stability of the structure or to avoid damage, and are caused by unexpected difficulties in the nature of the land, unexpected water or other extraordinary and unexpected events. This circumstance must be recorded in the work register and confirmed by the supervisor.

If it becomes necessary to carry out any work which the contractor considers for any reason not to be covered by the contract price, the contractor shall inform the contracting authority within two working days and shall comply with the rules laid down for additional work. For the avoidance of doubt, the parties expressly stipulate that any works which were not otherwise foreseen and/or which were also unforeseeable shall be deemed to be included in the contract price, provided that their implementation is necessary for the functionality of the building or works which are the subject of this contract (Article 1).

The parties agree that in the event that certain works or a certain scope of works within the scope of the turnkey clause are not carried out, on the basis of facts and circumstances subsequently ascertained, they shall be deemed to be abandoned works (or works not carried out, and not as partial works), which the contractor shall not be entitled to charge to the contracting authority in such case, nor shall the contractor have any other claim against the contracting authority on this account.

3. Article (fixed prices clause)

Revaluation of prices in the construction industry and/or movements in inflation or the annual price level index and/or any other general change in price levels shall not alter or affect the contract price (contract value) agreed in this contract. The contractor shall not be entitled to claim additional payment from the contracting authority as a result of price increases, except in the cases provided for by mandatory regulations or by this contract.

The contractor may request a change in the contract price only if there is a change in the prices for the specific elements on the basis of which the total contract price was determined, but only if the prices for the elements have increased so much that the price for the work should have been more than ten (10) per cent higher. In such a case, the Contractor shall be entitled to claim a price difference exceeding 10 (ten) per cent. For the avoidance of doubt, the parties expressly exclude

the use of the indices of differences in the price of construction services prepared by the Chamber of Construction and Building Materials for the calculation of the contract price change.

The contractor shall not be entitled to request a change in the contract price as referred to in the preceding paragraph if the prices for the elements have increased after a delay or if he could have foreseen the price increase and avoided it as a diligent professional. In this respect, the concept of delay referred to in this article shall be understood to mean that the contractor shall not be entitled to request a change in the contract price if the price increase occurred after the time when the contractor, acting as a diligent professional, could have already procured the specific items (e.g. materials) and/or should have already procured the items in accordance with the schedule and/or the agreed time for performance. The contractor shall bear the burden of proving that the price increase occurred when he was not in delay or in arrears and that he acted as a diligent professional in relation to the price increase.

4. Article (additional works)

The contractor shall not undertake any additional works not specified in this contract without the prior written consent of the contracting authority. The contracting authority shall not be obliged to offer the contractor the implementation of subsequent (additional) works or the supply of additional equipment and may engage other contractors to carry out such works.

If the contractor is (also) offered by the contracting authority to carry out subsequent works or to supply additional equipment, the contractor shall not refuse to do so, but shall submit a tender to the contracting authority. Any additional order for additional services which are not included in the original project or the original contract but which, owing to circumstances which could not have been foreseen by the contracting authority and the contractor at the time of conclusion of this contract, although they have acted with due diligence, have become necessary for the performance of the services covered by this project or contract, may be implemented only if it does not exceed a maximum of 30% of the estimated value of this contract and if the parties conclude an annex to the contract, in accordance with the provisions of Article 95(2) of the ZJN-3. The basis for determining the value of the additional order shall be the unit prices and other costing elements and norms set out in the basic contract, including any discount, and excluding any price revaluation. In such a case, all the provisions of this contract shall also apply to the additional works for which an annex is concluded, unless the parties expressly provide otherwise.

If the contractor becomes aware of circumstances requiring additional work, he shall inform the contracting authority in writing immediately, and no later than two (2) working days after becoming aware of such circumstances, explaining the unforeseen circumstances and the additional work required as a result thereof. Within the same deadline, the contractor shall send the contracting authority a quotation for the additional works, including the price, the deadline for completion and the period of validity of the quotation. The deadline may be extended with the agreement of the contracting authority.

No later than sixty (60) days after receipt of the quotation referred to in the preceding paragraph, the parties shall conclude an annex, in which they shall agree on the execution and scope of the additional works, the payment, the deadline for implementation and any extension of the contractual period. If the parties fail to conclude the annex within this period, the contractor's quotation shall be deemed to have been rejected by the contracting authority, unless the parties agree on a different deadline.

If the contractor carries out additional works that are not specified in an annex that was confirmed by both parties, the contractor shall in no case be entitled to payment for those works, whether or not they were necessary, urgent, unforeseeable or indispensable for the performance of the works under this contract.

Obligations of the service provider

5. Article (review of documentation)

The contractor declares that, before submitting the tender, he has examined the project documentation, checked the bill of quantities, is familiar with its contents and has no further questions relating to the subject-matter of the works. Accordingly, he has also checked the technical solutions and the quality of the materials and equipment to be installed in the project documentation. The contractor is familiar with the subject-matter of the works and declares in this respect that there are no deficiencies which he has observed as a diligent expert and which would affect the implementation of the works.

The contractor shall immediately notify the contracting authority in writing of any defect in the project documentation which is subsequently discovered, unless this is not possible owing to urgency, and shall at the same time explain in writing why it was not possible for him to have discovered the defect beforehand. Any deficiencies which should have been identified by the contractor and brought to the attention of the contracting authority earlier shall be borne by the contractor and any consequences, including any additional work, resulting from such deficiencies shall be borne by the contractor.

In addition to the project documentation, the building permit, regulations and standards, the contractor shall comply with the written instructions of the contracting authority when carrying out the works. If the instructions of the contracting authority are harmful or deficient, the contractor shall immediately inform the contracting authority in writing and point out the harmfulness or deficiency of the instructions. Only if the contracting authority insists on following the instructions despite the warning shall the contractor not be liable for the consequences arising therefrom.

If the contractor finds contradictions in the project documentation (e.g. between the bills of quantities and the graphic solutions), the contractor shall take into account and implement the better quality solution or the solution that is more favourable to the contracting authority.

6. Article (construction site inspection)

The contractor further declares and undertakes that, prior to the commencement of the works, he has inspected the site and examined it with professional care so as to be fully familiar with the site and all its features and specificities. Any deficiencies in the bill of quantities/scope of works for the execution of the contract have been brought to the attention of the contracting authority by the contractor, have been included in the tender and no subsequent claims will be made on this account.

The contractor further declares and undertakes that he is well aware of the mode of operation of the site where the works are to be carried out and will adapt to the port work processes and other activities of the contracting authority and vessel traffic and will comply with the other requirements set out in the tender documentation. The contractor shall carry out the work in such a way that

the contracting authority's work process is not jeopardised or disrupted. If the contractor has to temporarily remove the machinery, he shall do so at his own expense.

If necessary, the contractor undertakes to carry out, at his own expense and without request for additional payment, all necessary surveys of the site and of the port working processes and to take them into account in the implementation of the works under this contract so as to enable such works to be carried out in a timely and proper manner, while ensuring the safe and uninterrupted use of the port facilities for the purposes for which they are intended.

The contractor, by signing this contract, declares that he is aware that the works under this contract will be carried out during the regular operation of the Port of Koper and its users and undertakes to ensure that such operation is as smooth as possible. The supply of electricity and other energy, water and other substances necessary for the contracting authority's work shall not be interrupted during the implementation of these works. Nor shall the work processes which the contracting authority is required to ensure at all times be disrupted during the implementation of these works. The contractor shall organise the work in such a way that the accesses and routes in which the work is to be carried out during the performance of the work under this contract are not obstructed.

7. Article (preparatory works)

The contractor shall carry out all preparatory work required by applicable law and building practice, if necessary and even if not expressly provided for in this contract, prior to the commencement of the works.

The contractor shall, prior to the commencement of the works, make a record of the situation, including an inventory and photographs, and submit it to the contracting authority for approval before the commencement of the works. The burden of proving the existence of damage before the start of the works shall be on the contractor. The record of the situation shall be the starting point for the contractor's obligation to repair the damage after completion of the works carried out under this contract.

Before starting work, the contractor shall, if the nature of the subject-matter of the contract so requires, have the building set out at his own expense and in the manner provided for by the law governing the construction of buildings. For this purpose, the contractor shall engage a duly authorised surveying firm and shall immediately deliver to the contracting authority a record of the setting out.

Before starting work, the contractor shall draw up a construction site layout plan in accordance with the applicable regulations and submit it to the contracting authority for approval. The contractor shall also undertake to draw up the other plans and records required by the regulations and to comply with all other public law requirements for construction (safety, hygiene, health and environmental protection, etc.). Notification of the start of construction shall be carried out by the contracting authority.

Before the start of the works, the contractor shall mark the construction site with a construction site board and arrange it in accordance with the site organisation approved by the contracting authority, in accordance with the applicable regulations on the organisation and marking of construction sites, and shall maintain the marking and securing of the site throughout the duration of the works.



Furthermore, prior to the commencement of the works, the contractor shall, upon written request to the security service, arrange for his employees and those of his subcontractors to have access permits to the Port of Koper, including, where necessary, a photography permit, pay for the use of the road for access to the Port of Koper by private vehicle in accordance with the Port of Koper Price List, and shall comply with all the rules of order in force at the Port of Koper in the course of his work.

The contractor shall pay the contracting authority the costs of water and electricity, if any, in due time and shall independently take care of and implement all safety measures on the construction site, both for workers and for equipment and materials, in accordance with the applicable legislation, and shall enter into an agreement with the Port of Koper on ensuring occupational safety, fire safety and environmental protection on the construction site, otherwise the contractor shall be fully liable for the consequences of failure to do so. If necessary, the contractor shall provide the necessary meters for proper billing of water and electricity.

The contractor shall, during the execution of the works, adequately secure the contracting authority's premises and parts thereof, including equipment, devices and installations, and property located inside or near such premises, and shall take all measures to prevent any endangerment to human life or health and to the safety of the contracting authority's premises or their surroundings.

The contractor shall, in agreement with the contracting authority and in accordance with the applicable regulations, provide his own sanitary facilities, washroom and changing rooms for workers in the area where the works are to be carried out, provide all transport and other services necessary for the smooth implementation of the works under this contract (including any roadblocks and temporary traffic arrangements and signalling, whereby such roadblocks and temporary arrangements have to be agreed in advance with the contracting authority) and shall supply himself with all the materials and products necessary for the implementation of the contract works.

The contractor shall provide and maintain, at his own expense, all enclosures, lighting, security and all personnel, whenever and wherever necessary or requested by the occupational health and safety coordinator, the supervisor or the contracting authority or his delegate, in order to ensure the protection of the works and equipment, the contractor's employees and third parties.

8. Article (obtaining consents and permits)

The contractor shall carry out all the operations required by the applicable regulations as a condition for the implementation of the works under this contract, including the obtaining of any necessary consents, permits or other documents; to the extent that any particular operation is required by the applicable regulations, the contractor shall carry out all the operations required by the applicable regulations for the implementation of the works under this contract.

9. Article (general duties in the implementation of works)

The contractor shall carry out the works with the greatest possible intensity and shall provide sufficient labour and machinery to complete the works (both the individual sections and the entire scope of works) in the shortest possible time and no later than the contractually agreed deadline.

The contractor shall carry out the work under this contract with professional diligence, reliability, quality, using professionally trained personnel and in accordance with the applicable standards,

and declares that he has obtained all the prescribed permits for such services, which he must keep in force at all times. He shall carry out the work in a good and workmanlike manner, with due diligence, in accordance with applicable standards and the provisions of this contract, and in due time for the achievement of the result, the methods of achieving the result being solely within the contractor's sphere of competence.

The contractor also undertakes:

- to pay for any damage to the access roads and any other structures in the vicinity of the construction site resulting from contractor's transport or from improper construction technology, including an estimate of damage,
- not to encroach on or cause damage to neighbouring land and buildings and to compensate for any damage caused;
- to clean up the construction site at his own expense after completion of works, remove unused and unnecessary material, and restore the original condition for all used surfaces, facilities and devices,
- to restore, at his own expense, any landmarks damaged or demolished during the course of the work to their original state after completion of the work, or to engage a qualified surveyor to do so if this work is included in the bill of quantities,
- to comply with the contracting authority's requirements for work on the site so as to avoid disturbing the users of the building,
- to inform the operator about the operation of the installed devices upon completion of the works,
- to comply with the applicable labour and occupational safety and health legislation in his relations with his employees.

By signing this contract, the contractor confirms that he is aware of the occupational safety and fire protection measures for the facility on which he will carry out the work and that he shall be liable for the compensation of his workers in the event of accidents at work.

10. Article (materials, plant and equipment)

The contractor guarantees that the installed materials and equipment will be free of material and legal defects and will comply with all regulations and standards in force in the Republic of Slovenia and technical specifications and all standards regarding safety and security at work, quality and load capacity, etc.

The contractor shall, prior to the installation of any material, equipment or appliances, show the contracting authority samples of such material, equipment or appliances; if he fails to do so, the contractor shall be liable for any damage suffered by the contracting authority, even if the latter has not expressly requested the contractor to show the samples beforehand. If the materials, equipment or appliances are found not to be of satisfactory quality or not in conformity with the contract, the contracting authority or the supervisor may prohibit the installation. In the event of suspicion of the inadequacy of the materials, equipment, appliances or work carried out, the contractor shall, at the request of the contracting authority, have the materials, equipment, appliances or work carried out subjected to special tests by an approved body; the contracting authority shall be liable for the cost of such tests only if the tests show that the suspicion of inadequacy was unfounded.

The contractor shall ensure that the plant, equipment and materials to be supplied and installed under this contract:



- meet all the requirements of the procurement documents and this contract and of the applicable regulations, standards and norms, and are subject to the prescribed approvals and certificates,
- are new, unused and technologically up-to-date,
- cause the least possible impact on the environment,
- are free from encumbrances and third-party rights and lawfully acquired,
- are suitable for the normal intended or contractually specified purpose,
- ensure safe use without risks to health and safety and fulfil all the characteristics laid down by the applicable rules,
- are delivered, assembled and installed on the contracting authority's premises in a manner consistent with their intended use and in such a way that they are delivered to the user in an operational state.

Where the contractor installs appliances, equipment or materials for which a choice of colours or finishes is possible or foreseen or customary, the contractor shall supply the plant, equipment or material in the colour or finish to be chosen by the contracting authority. To this end, the contractor shall make this choice available to the contracting authority by presenting the available options in due time (delivery of samples, colour charts, etc.). The selection shall be made by the contracting authority in writing, by signing a record or by jointly signing the sample. This choice is binding on both parties.

The contractor shall ensure that he offers to the contracting authority a selection of variants which are feasible, comply with the standards required under this contract and are not inappropriate in relation to the subject-matter of this contract. If the contracting authority decides on a selection which the contractor has not offered and which the contractor considers inappropriate, the contractor shall give the contracting authority specific written notice to that effect, otherwise the contractor shall be deemed to consider the selection appropriate and shall not be entitled to claim that any deficiency or defect subsequently discovered is the result of the contracting authority's instructions. In the event of any discrepancy between the physical sample and the record, or any doubt as to the selection, the physical sample selected, if any, shall be considered decisive.

The parties agree that the contracting authority shall become the owner of the equipment and materials to be supplied and installed under this contract at the time of their installation in the contracting authority's premises or on the contracting authority's land.

The contractor shall supply, where customary or contractually agreed, instructions and other necessary documentation for the operation and maintenance and safe use of each item of equipment supplied and installed, and in addition instructions and other necessary documentation for operation and maintenance. The instructions shall be in the Slovene language and shall include instructions for rectifying faults, defects and malfunctions, warnings of the dangers of use and avoidance thereof, and warnings of the hazardous characteristics of each appliance and system.

For the installations, the contractor shall furthermore, where customary or contractually agreed, supply all necessary plans, certificates, evidence of conformity of the installed products, materials and equipment with the applicable regulations and standards, all necessary consents, opinions, expert opinions, evidence of prescribed measurements, warranty documents.

The contractor shall also provide all necessary consents and authorisations and other documents required for the installation and use of the equipment and systems supplied under this contract, if such consents or authorisations are required.

The contractor shall, within the limits of the contract value (price), train the contracting authority's employees in the efficient and safe use and operation of the equipment and systems supplied under this contract.

11. Article (compliance with environmental and other regulations)

The contractor shall ensure compliance with all regulations and standards, in particular in the fields of building construction, town planning, energy, ecology and waste management, arising from the contractual works.

The contractor must ensure that construction, municipal and other waste is stored and temporarily stored on the site in such a way that it does not pollute the environment until the day on which the waste is removed from the site (use of containers, suitable collection points on the site, etc.); and that the concessionaire (a waste collector registered in the register of waste collectors with the Slovenian Environment Agency) has access to the waste and is able to collect it and remove it without hindrance.

The contractor shall, prior to the removal of construction waste from the port area, notify the contracting authority of the nature and quantity of the waste and of the waste transporter and waste collector authorised by the Slovenian Environment Agency, so that the contractor can create, in good time, record sheets for the construction waste to be removed from the port area.

The contractor shall provide the authorised transporters of construction waste with the relevant copies of the record sheets, which shall be inspected by the Financial Administration of the Republic of Slovenia at the point of export from the port area, prior to each shipment of construction waste from the port area.

The contractor shall, no later than upon delivery of the subject-matter of the contract, deliver to the contracting authority a certificate of proper acceptance or export of the waste from the port area. The contractor shall ensure, under his sole responsibility that the transport of construction waste is carried out by an authorised carrier of construction waste and shall provide the contracting authority with the details of the authorised carrier at the time of signing the contract.

The contracting authority authorises and instructs the contractor to deliver construction waste on his behalf to an authorised collector or processor in accordance with the regulations governing the management of waste arising from construction work and to obtain from the contracting authority, at the time of delivery of each consignment of waste, the electronic record sheet provided for in the regulations governing waste management.

The contractor shall be fully responsible for correct and complete fulfilment of all obligations under this Article and shall assume all possible consequences for non-compliance with these regulations in the relationship between the parties.

12. Article (work register and other records)

The contractor undertakes to keep a work register and a register of accounting measurements in accordance with the regulations and building practices and in accordance with good practice in the field of construction. The contractor shall enter the relevant information concerning the implementation of the works in the work register.

The work register and the register of accounting measurements shall be made available for inspection by the contracting authority immediately and whenever the contracting authority requests it.

The contractor undertakes to keep in a transparent manner any other records and documents required by the regulations relating to the works under this contract.

The contractor shall have adequate insurance against damage in accordance with the law and shall have a suitably qualified person who meets the legal criteria for the management of the works and shall designate this person to manage the works.

13. Article (breach of obligations; general consequences)

If the contractor breaches the obligations under this contract, the contractor shall be liable to the contracting authority for any damage caused. The parties agree that liability for damages shall not be limited to foreseeable damages, but that the contractor shall be liable to the contracting authority for all damages (all ordinary damages and all lost profits) arising out of the breach of obligations. The parties also undoubtedly note that the manner of operation and functioning of the contracting authority's activity is well known to the contractor.

The contracting authority may also withdraw from this contract with immediate effect or after setting an additional deadline due to breach of any obligation specified in this contract or law, whereby the parties agree that an additional deadline of 10 (ten) working days from the notification of the contracting authority to the contractor is appropriate. No additional period shall be necessary if this contract expressly provides that the contracting authority shall have the right of withdrawal immediately upon breach.

In the event of a breach, the contracting authority shall also be entitled to the other rights provided for in this contract (withholding of payment, warranty claims, guarantee claims, etc.).

Obligations of the contracting authority

14. Article (obligation to pay)

The contracting authority undertakes to pay the contractor the agreed payment for the work carried out and the goods delivered when this is established in a confirmed interim certificate and it is due for payment in accordance with the provisions of this contract.

The contracting authority has the right to withhold payment in the cases specified in this contract or in accordance with the provisions of the applicable legislation.

If the contracting authority is late with the payment of a temporary or final interim certificate and the delay is unlawful, he also owes the contractor statutory default interest.

The contractor shall not be entitled to stop the work as a result of the contracting authority's delay in payment of the invoices, unless future payment is likely to be jeopardised and the contracting authority's delay exceeds 20 (twenty) working days. Before stopping work, the contractor shall give the contracting authority notice of his intention to stop work and an additional period of ten (10) working days within which the contracting authority may pay the overdue claim or provide the contractor with adequate security. In any event, the contractor shall not be entitled to stop the

work if the contracting authority withholds payment under the terms of this contract or has a counterclaim against the contractor under this contract.

15. Article (duty to cooperate)

The contracting authority is obliged to cooperate with the contractor during the implementation of works (duty to cooperate) and, to that end, to provide the contractor with all the documentation necessary for the implementation of the works under this contract, to introduce the contractor to the work, to provide access to the site on which the works are being carried out and to inform the contractor of any changes and new situations that may affect the progress and scope of the subject-matter of the contract.

If the contracting authority fails to comply with his duty to cooperate, the contractor shall not be considered in delay for the period of delay directly resulting from that failure. Exclusion of liability for delay occurs only for breaches of duty to cooperate that are actually justified and for which the contractor could not avoid the delay in another way, although he did everything in his power to prevent the delay with due diligence.

However, the contractor may not rely on a breach of the duty to cooperate unless, within one working day of the discovery of the breach, the contractor has notified the contracting authority of the breach by describing how the contracting entity has breached the duty to cooperate and what he must do to remedy the breach. At the same time, the contractor must warn the contracting authority of all the consequences that will result from this, including any delay in the implementation of the works, and explain whether and why the delay is unavoidable.

A breach of the duty to cooperate cannot in itself be a ground for exonerating the contractor from liability for damages or consequences arising from defects. The contractor may be relieved of this liability only if he expressly warns the contracting authority that damage or defect will result from certain of his acts and the contracting authority persists in spite of the warning.

16. Article (supervisor)

The contracting authority will appoint a construction supervisor, who is the contracting authority's agent with limited powers, to supervise the implementation of the works.

The supervisor may, in the name and on behalf of the contracting authority, give professional instructions concerning the implementation of the works, supervise the progress of the works, supervise the work register and ascertain the quantities of materials used, equipment and works.

The supervisor shall not be entitled to approve or authorise any amendment to or deviation from this contract and the project documentation, to independently approve provisional or final interim certificates, to accept the installation, to authorise changes to the quality of the work, the schedule or the total contract price. Nor shall he have the right to decide on any change in the scope of the works or to order additional works or to give any approval to the contractor which would result in an increase in the scope of the works or in an increase in the payment obligation of the contracting authority. The contractor shall obtain the prior written approval of the contracting authority for such changes.

Acting with subcontractors

17. Article (subcontractors)

By signing this contract, the contractor acknowledges that he is aware of the definition of subcontractor under the ZJN-3.

If the contractor acts with subcontractors during the performance of the contract, the contractor undertakes to conclude contracts with them specifying the nature and scope of the work and the price for the services to be provided.

The contractor undertakes to submit a proposal for the engagement of a new subcontractor or a proposal for the replacement of a subcontractor to the contracting authority in writing at least seven (7) days prior to the engagement of a subcontractor. The contracting authority may also reject the proposal for replacing a subcontractor or involving a new subcontractor where this might affect the smooth execution or completion of works and where the new subcontractor does not meet the criteria set out by the contracting authority in the procurement documents. The contracting authority shall notify the main contractor of any rejection of a new subcontractor no later than 10 working days from receipt of the proposal.

When performing this contract with subcontractors, the contractor guarantees and undertakes:

- that his subcontractors will carry out the work conscientiously, honestly and in accordance with the provisions of this contract, the project documentation, the applicable legal provisions and the rules of the profession,
- in relation to the contracting authority, to take full care and assume responsibility for the subcontractors in respect of the implementation and quality of the works covered by this contract,
- to include in the contracts concluded with the subcontractors clauses requiring the subcontractors, in the event that they claim direct payment from the contracting authority for any claim they may have against the main contractor in respect of the subject-matter of this contract, to provide the contracting authority with all documentation relating to the works carried out and the existence of the claim against the main contractor and, in particular, to provide the contracting authority with all original documentation necessary for obtaining the operating permit and other permits.

18. Article (direct payments to subcontractors)

Direct payment to a subcontractor shall be binding on the contracting authority and the main contractor only if the subcontractor requests direct payment, in accordance with Article 94(2) and 94(3) of the ZJN-3. In this case, the subcontractor is entitled to payment from the contracting authority if all the conditions laid down by law (Article 94(5) of the ZJN-3) are met, namely:

- the main contractor shall sign a contract authorising the contracting authority to make direct payments to the subcontractor based on an invoice or interim certificate approved by the main contractor,
- the subcontractor shall submit consent on the basis of which the tenderer's obligations to the subcontractor shall be settled by the contracting authority instead;
- the main contractor's invoice or statement shall be accompanied by the subcontractor's invoices or interim certificates previously approved by the main contractor.

Direct payments by the contracting authority to any subcontractors may be made up to a maximum of the amount of the debt recognised at any time for the works performed under this contract. If at any given time the contracting authority does not have a debt to the contractor (because he has

paid the contractor for the work, because he has asserted any counterclaims that delay payment or reduce the contractor's claim), the subcontractor shall not be entitled to claim payment from the contracting authority and the contractor shall be responsible for settling his relationship with the subcontractor.

The contractor shall be fully liable for all consequences and damages which the contracting authority may suffer if the value of the subcontractors' works, together with the contractor's works, exceeds the sum which the contracting authority owes to the contractor for the works under this contract. Any costs and damages which the contracting authority may incur in this way shall be deducted from the total contract value and may be set off against the contracting authority's liability to the contractor.

When the contracting authority has settled the subcontractor's claim against the main contractor, the contracting authority's payment obligation to the main contractor shall be reduced accordingly by the amount paid to the subcontractor.

The contracting authority shall not be liable to pay default interest and other incidental claims, including penalties, in respect of the works performed and the invoices or interim certificates due from the main contractor to the subcontractor, but the obligation shall remain exclusively with the main contractor.

If the subcontractor does not request direct payment from the contracting authority, the main contractor undertakes, by signing this contract, to send to the contracting authority, no later than 60 days after payment of the final invoice or statement, his written declaration that he has paid all the subcontractors directly connected with the subject-matter of the contract, and the subcontractors' written statement that they have received payment.

19. Article (special case of withholding payment)

The contracting authority may withhold payment of a claim which the subcontractor has against the main contractor and, indirectly, against the contracting authority:

- until all documentation relating to the work performed and the existence of the subcontractor's claim against the main contractor has been delivered to the main contractor and the main contractor has confirmed the subcontractor's claim in writing
- until the submitted interim certificate or invoice for the work already carried out has been approved by the contracting authority.

The contracting authority shall not be obliged to settle disputes between the contractor and subcontractors concerning the eligibility and maturity of their claims. If any dispute arises between the contractor and the subcontractor as to who is entitled to claim from the contracting authority a particular payment for work not yet paid for, or whether payment for the same work is claimed from the contracting authority by both the subcontractor and the contractor, the contracting authority shall be entitled to withhold payment of the claim for that work, even if the claim is already due, until the dispute between the contractor and the subcontractor has been settled either by agreement or by a final decision against which all available ordinary and extraordinary remedies have been exhausted. In such a case, the contracting authority shall not be in default in the payment of claims against the contractor and the subcontractor and shall not be in breach of this contract by withholding payment. The contracting authority may exercise its contractual right to withhold payment until the contractor and the subcontractor have reached an agreement or a court has decided which of them is entitled to payment. In such a case, the contracting authority may

also act in accordance with Article 94(7) of the ZJN-3 and shall file a motion to the National Review Commission to initiate a minor offence procedure.

Performance deadline

20. Article

(commencement and deadline for completion of works)

The parties agree that the contractor shall be introduced into the works as from the date of conclusion of this contract.

The contractor undertakes to complete the works referred to in this contract in accordance with the schedule agreed with the contracting authority, to the extent specified in the project documents and the procurement documents, no later than until 15 October 2026, with the relocation of the petroleum products pipeline, including the relining of the pipeline at the planned junction, to be carried out no later than 220 calendar days after the date of commencement. The above deadlines shall also include the successful completion of the technical inspection. At least 30 days before the above deadline, the contractor shall hand over to the contracting authority the as-built design documentation of the works with the as-built survey plan and the documentation certifying reliability of completed construction, as well as all other necessary documentation and supporting documents required for obtaining the trial operating permit or the operating permit.

The time window or deadline for the execution of the relining of the pipeline at the planned junction shall be a maximum of 4 calendar days from the date of the contracting authority's request, whereby the time window is to be determined by the contracting authority (when the tanker will not be at berth).

The contractor shall submit a construction site layout plan to the contracting authority on the date of signature of the contract for the purpose of drawing up the safety plan.

Within 30 days of the signing of the contract, the contractor shall submit to the contracting authority the technological study for inspection, which he has already coordinated with the designated supervisors appointed by the contracting authority and external quality control. If the contractor proves the content and quality of the offered works, the contracting authority shall confirm or submit comments within 10 working days of receipt. The contractor must reconcile the comments within the next 10 calendar days.

The contractor undertakes, at the request of the contracting authority, to deliver to the contracting authority, within seven (7) calendar days of receipt of the request, a detailed schedule describing in detail the works, the estimated timetable for the works during the period to be defined by the contracting authority in the request.

21. Article

(periodic extension of the deadline for the implementation of the works)

The deadlines for the performance of the works under this contract may be extended by mutual agreement in the following cases:

- a change in the project documentation which makes it impossible to complete the works within the deadline,
- additional works carried out at the written request of the contracting authority which make it impossible to complete the contract works within the time allowed,
- other well-grounded reasons.

The contractor shall notify the contracting authority in writing of the occurrence and cessation of the circumstances which, under this contract, may affect the variation of the deadlines, within two (2) working days of the date on which he becomes aware of the reason for which the deadline may be extended, and shall immediately record these circumstances in the work register.

If, for any reason (whether justified or not), the contractor late with regard to the schedule for the implementation of the works or of the deadline for the completion of the works set out in this contract, the contractor shall, within two (2) working days of becoming aware of the cause, notify the contracting authority in writing and request an extension of deadline. Notwithstanding the contractor's request for an extension of time, the contractor shall proceed with the performance of the contract works.

The contracting parties agree that they can only change the contractually agreed deadlines for the completion of contractually agreed works by mutual consent; the contracting authority is not obliged to comply with the contractor's request and consent to the extension of the deadline. Any agreement to modify the contractual deadline shall be made in writing as an annex to this contract.

An annex extending the works for the reasons referred to in paragraph 1 of this Article may be concluded by the parties to the contract, if the contracting authority so agrees, at the latest by the time of the final invoice for the works. Failure to conclude an annex shall entail all the consequences of delay.

22. Article

(extraordinary extension of the deadline for the implementation of the works)

The deadline for implementation without the conclusion of an annex to the contract may be extended only in the following cases and for the following days:

- in the event of force majeure, for the duration of the force majeure,
- in the event that the contractor has been prevented from commencing or carrying out the works for reasons within the sphere of the contracting authority, for the days during which the contractor has been prevented from carrying out the works (due to the performance of the contracting authority's activities, such as, but not limited to, the handling and storage of goods).

If the contractor is prevented from commencing or continuing the works for a justified cause referred to in the preceding paragraph, the contractor shall notify the contracting authority in writing within one working day of becoming aware of the reason, otherwise the contractor shall be deemed to have been able to commence or continue the works and shall not be able to invoke the impossibility of carrying out the works at a later date.

The days referred to in paragraph 1 of this Article must be recorded in the work register and signed by the contracting authority and the supervisor, otherwise the contractor may not rely on any extension of deadline. The reason for the impossibility of the work must also be recorded in the work register.

Force majeure within the meaning of this Article shall include natural disasters, strikes or other such disturbances, acts of public enemies, wars, whether declared or not, blockades, insurrections, riots, epidemics, landslides, earthquakes, storms, lightning, floods, the breaking down of embankments, disturbances of public order, explosions, decisions and acts of public authorities, disruption of traffic, disruption of telecommunications and computer traffic, and any other event or circumstance beyond the control of any party to this contract which cannot, by the exercise of reasonable diligence, be foreseen, prevented or remedied by any party to this contract.

The contractor shall notify the contracting authority in writing within one working day of his inability to perform the work during the force majeure event and shall describe the circumstances of the force majeure event, otherwise the contractor shall be deemed to have performed the work on the days when it was possible to do so.

23. Article (impending delay of the contractor)

If, in the course of the works, the contracting authority becomes aware that there is a likelihood of delay by the contractor and the contractor does not notify the contracting authority or request an extension of the completion date, the contracting authority shall notify the contractor and invite the contractor to explain the progress of the works and the expected delay. The contractor shall reply to the request within 3 days and explain whether he considers that there will be no delay and how he will ensure that there will be no delay in the light of the state of the works and the progress of the deadline, or request an extension of the deadline within the same period.

If the contractor replies to the contracting authority that there will be no delay, and then there is a delay in implementation, the contractor shall be deemed to have acted with gross negligence and the contractual penalty specified in this contract for delay shall be increased by 100%, both in calculating the daily delay and in calculating the maximum contractual penalty.

If the parties agree to extend the deadline for works by mutual agreement, they may conclude an annex and find that the contractor has no justified reason to extend the deadline for the implementation of works. In such a case, the contracting authority retains the right to demand payment of the contractual penalty due to the delay for the period from the originally determined deadline to the newly determined deadline in the annex. In case of doubt, it is considered that the contractor does not have a justified reason for extending the deadline, unless the annex explicitly establishes and states a justified reason for extending the deadline, with which the contracting authority agrees.

If the contractor does not respond to the contracting authority's request within 3 days or does not satisfactorily explain how he will ensure the fulfilment of the contract within the stipulated deadline and does not request an extension of the deadline, the contracting authority may withdraw from the contract for reasons on the part of the contractor. The contracting authority may withdraw from the contract for reasons on the part of the contractor even in the event that the contractor requests an extension of the deadline, but the extended deadline is not acceptable to the contracting authority. In such a case, the contracting authority is not obliged to give the contractor any additional deadline.

In the case referred to in the previous paragraph, the contracting authority may also decide to keep the contract in force, but individual works on the construction site that are the subject of this contract may be assigned to another contractor. In this case, all costs related to the selection and introduction to the work of the new contractor and the damage due to the price difference with the new contractor shall be borne by the contractor.

24. Article (ensuring uninterrupted work of the contracting authority)

The implementation of works must be carried out in such a way that the work of the contracting authority will not be disturbed (entry and departure of ships into the cargo port of Koper and manipulation and transshipment on shores and other surfaces, etc.). Unobstructed traffic and manipulations must be ensured by moving the working machinery and the contractor's workers



out of the way as soon as possible. The contracting authority will not recognize the contractor's costs related to the necessary movement of the working machinery or changes in the construction site arrangement, as well as due to the interruption of the contractor's work, when the contractor has to adapt to the needs of vessel traffic, transshipment and other work processes of the contracting authority.

Billing and payment method

25. Article (payment to the bank account or otherwise)

The contracting authority will pay for the works carried out to the contractor's current account open at based on monthly confirmed interim certificates and confirmed final interim certificate.

The contracting authority's obligations under this contract may also be settled in the following manner and the contracting parties shall be deemed to be unanimous, that the following methods of payment are common and represent an established business practice:

- by direct payment to subcontractors in accordance with Article 18 of this contract,
- by mutual offsetting or assignment to the extent of the total amount of liabilities that the contractor has to the contracting authority or to subsidiaries and associates of the Port of Koper Group,
- with a chain set-off, no default interest is charged on this amount,
- by assignment or any other means of fulfilling obligations with other companies or legal entities, insofar as the contracting parties sign the relevant documents on such payment, in accordance with the Obligations Code.

Settlement by offsetting is carried out on the due date of the invoice or interim certificate, but the parties may agree on another day.

The contractor may not transfer its monetary claim against the contracting authority to a third party without the prior written consent of the contracting authority.

26. Article (payment deadline)

The contracting authority undertakes to pay the contractor for an individual interim certificate within 75 days from the date of the service provided. In agreement with the contractor, the contracting authority may settle his obligation before the due date, so that a 0.5% discount, the so-called cassa-sconto on the value of the contracting authority's obligation, is granted for each initiated decade (i.e. ten days) of early payment. In such a case, the contractor undertakes to issue a credit to the contracting authority for the amount of the cassa-sconto for early payment.

27. Article (temporary interim certificates)

The contractor will issue temporary interim certificates to the contracting authority for the completed works by the 25th day of the calendar month, in accordance with the progress of the works and on the basis of a preliminary determination of the installed quantities by the supervisor. The temporary interim certificate or the works identified therein, except in the case of advance payment in accordance with paragraph 3 of this Article, shall form the basis for the occurrence of

the contractor's claim, but only after it has been confirmed by the contracting authority. If the interim certificate is rejected by the supervisor, it is considered that the contracting authority has also rejected it. If the supervisor confirms the interim certificate, it shall not be deemed to have been confirmed by the contracting authority and the contracting authority may still reject it by sending comments or objections to the contractor.

The contractor shall submit an individual interim certificate no later than the 2nd of the month for works carried out in the previous accounting period (from the 26th of the previous month to the 25th of the current month). The contracting authority undertakes to review each submitted interim certificate and confirm it or submit comments or objections in writing to the contractor within ten (10) calendar days of receiving the interim certificate. If the contracting authority does not submit any comments or objections within this period, the interim certificate shall be deemed confirmed. The obligatory attachment to interim certificates is a copy of the construction book, a monthly report on the work carried out, prepared by the contractor and confirmed by the contracting authority's appointed supervisor. In the case of a joint performance, payment data division is attached, which is confirmed by all partners in the case of a joint performance. If the report on the work performed and the payment data division are not submitted, the interim certificate is not confirmed.

Part of the value of the supply of equipment and materials, as derived from the tender pro forma invoice and marked there with the mark AV, but not more than EUR 11,000,000.00 (the amount will be determined on the basis of the tender recapitulation), will be paid by the contracting authority by advance transfer immediately after the contract comes into force and the conditions for payment of an advance transfer are fulfilled.

28. Article (final statement and final interim certificate)

The final statement of the contractual works is carried out on the basis of the prepared final statement, which is confirmed by the contracting authority.

After accepting the works and after submitting the financial security instrument to eliminate errors within the warranty/guarantee period, the contracting parties agree to begin the preparation of the final statement, which they shall draw up no later than sixty (60) days after the acceptance of the works or the reconciliation of the disputed matters.

The final statement contains in particular:

- the value of all performed contractual works and any additional works;
- the amount paid out after temporary interim certificates;
- the final amount that the contractor must receive or return after the undisputed part of the settlement;
- the amount of default interest that the contracting authority must pay to the contractor due to delays in payment of any interim certificate;
- possible amounts due to lower value of the works performed, costs or damages incurred by the contracting authority due to errors;
- any flat-rate damages (manipulative costs) charged under this contract;
- information on whether the contractual works were performed within the contractual period and, if not, by how much the deadline was exceeded;
- the amount of the contractual penalty and any damage caused;
- information on other facts on which consensus was not reached.

The final statement settles the open relations between the contractual parties and determines the execution of their mutual rights and obligations from the contract. The final statement has the nature of an out-of-court settlement between the parties regarding those rights and obligations on which the parties reach an agreement.

The final statement covers all works performed under the contract, which the contractor is obliged or authorized to perform, regardless of whether the works are covered by temporary monthly interim files or not. The final statement may also change the actual situation established with temporary monthly interim certificates.

In conclusion - the contractor will submit the final statement to the contracting authority within 8 days after the preparation and signing of the final statement. A signed final statement is a condition for presenting the final certificate.

29. Article (withholding of payment)

The contracting authority is entitled to withhold payment to the contractor in the following cases:

- when damage occurs or threatens to occur due to a cause within the contractor's sphere: in this case, the contracting authority may withhold payment for the amount of the established damage, and may also withhold payment for the time required to determine the damage or to determine that the ongoing damage will not be formed,
- when, due to a cause in the sphere of the contractor, the contracting authority discovers a defect in the subject-matter of the contract: in this case, the contracting authority may withhold payment for the amount of the estimated costs of remedying the defect or the estimated inferiority of the subject-matter of the contract, as well as other indirect damage that occurs or is imminent, and may also withhold payment for the time that is necessary in order to determine the costs of remedying the defect or inferiority or other damage, or in the event that the contractor has been requested to remedy the defects himself, for the time until the contractor has actually and completely repaired the defect,
- when a delay in the performance of the work occurs or is imminent due to a cause in the contractor's sphere: in this case, the contracting authority may withhold payment for the estimated amount of the contractual penalty and any damages, and may also withhold payment for the time required to determine the duration of the delay, the contractual penalty and possible damage,
- when the contracting authority discovers an error or deficiency in the documentation submitted by the contractor or in the calculations of public duty related to the works, and as a result damage or the obligation to pay a fine or public charge may be incurred by the contracting authority, or it is necessary to eliminate this error or deficiency: in this case, the contracting authority may withhold payment for the estimated amount of damage and any other liabilities, and may also withhold payment for the time required to correct the errors,
- when the contractor or his subcontractor or another person from his sphere does not hand over to the contracting authority, despite the fulfilment of the conditions set out in this contract, the guarantees, attestations, certificates or other documents that he must hand over to the contracting authority according to the contract or the law: in this case, the contracting authority may withhold payment, until the entire documentation is handed over, and
- when there is a possibility that the contractor's subcontractors or suppliers have not received payment for the work performed (e.g. if the contracting authority receives a notice from the supplier or subcontractor, regardless of whether he is appointed as a subcontractor), of which the contracting authority also informs the contractor and gives him a deadline to resolve the situation or provide satisfactory explanations; in such a case, the contracting authority may

withhold payment until the dispute between the contractor and the subcontractor or supplier is resolved in the manner specified in Article 19 of the contract;

- in other cases determined by this contract or the law.

The right to withhold payment to the contractor is not excluded, but is complementary by the contracting authority's other rights under this contract, and the contracting authority can also invoke the right to withhold payment under this provision at the same time or before invoking other rights (e.g. claims due to errors).

The contracting authority can invoke the right to withhold payment even after the interim or final certificate has been confirmed, but only for damage, errors and delays that he could not invoke before.

If the contracting authority withholds payment for the reason specified in this contract, he is not in arrears with payment and it is considered that he has not violated the contract.

Delivery and acceptance of works

30. Article (acceptance in general)

The contracting authority accepts the contract work from the contractor on the condition that the work is carried out in good quality, the products and devices are undamaged and cleaned, and that all premises/areas in/on which the works were carried out are cleaned, and that all waste material and other material is removed from the facility and the construction site.

The acceptance of works and materials is carried out with an acceptance record, which is signed by both parties to the contract.

The conditions for acceptance of works and materials will be fulfilled when the contractor:

- performed all contractually agreed works, which in terms of quality and quantity correspond to contractual obligations, regulations and rules of the profession
- eliminated all deficiencies from the qualitative review,
- handed over to the contracting authority all the necessary documentation according to the law governing the construction of buildings (in a sufficient number of copies and in electronic form, both active and in PDF) and other documentation prescribed by law or contract or usually required as proof of the quality of the works performed, such as attestations, certificates, warranty and record sheets, declarations of conformity for equipment and devices and other necessary documentation,
- if it is necessary to obtain an operating or other permit for the works performed, when the decision of the competent authority to issue an operating or other necessary permit will be issued and become final.

The conditions for acceptance must be cumulatively met, if any of the conditions are not met, this constitutes an obstacle to acceptance.

Within 15 days from the handover, the contractor is obliged to hand over to the contracting authority insurance for the elimination of defects within the warranty and guarantee period, otherwise the contracting authority will cash in the financial security for good performance of contractual obligations.

31. Article

(acceptance procedure)

When the contractor has completed all contractually agreed works, he sends a written request to the contracting authority to perform a preliminary qualitative inspection. This is done at least 5 days before the scheduled acceptance date, unless the parties agree otherwise. During the preliminary qualitative inspection, the parties identify potential defects that the contractor must eliminate before the acceptance and set the date of acceptance. By the date of acceptance, the contractor must eliminate all identified defects, otherwise the date of acceptance will be postponed.

Upon handover, the contracting authority shall re-inspect the works and materials and determine whether the defects identified during the quality inspection have been eliminated, check whether there are any other defects, and determine whether all other conditions for acceptance have been met.

The contracting authority shall accept the works and materials, if on the date of acceptance it is established that all errors have been eliminated and that there are no other errors, that the contractor has successfully completed all contractually agreed works, and handed over to the contracting authority all documentation (attests, certificates, warranty and record sheets, declaration of conformity for equipment and devices and other documentation) and that all necessary administrative permits have been obtained and there are no other obstacles to acceptance.

If, at the time of the intended acceptance, it is determined that the work performed is not in accordance with the provisions of this contract, or that not all work has been performed, or that all errors identified during the preliminary qualitative inspection have not been completely eliminated, or that any of the other conditions for acceptance are not met, the contracting authority may at its own choice, either refuse to accept the work or accept the work with errors. If the contracting authority decides to refuse to accept the works, it is considered that the delivery has not been made. The contracting authority sets a reasonable deadline for the contractor to fulfil the contractual obligations in accordance with the provisions of this contract, during which the contractor must ensure that all conditions for acceptance are met. If the contracting authority decides to accept the works with errors, he can enforce all rights under warranty and/or guarantee, contractual penalties due to delay in a broader sense and other claims under this contract and the law.

The contracting parties agree that in case of doubt, it is considered that the contracting authority has not completed the acceptance, unless it is explicitly stated in the minutes that the contracting authority accepts the works or no deficiency or obstacle to the acceptance is found in the minutes.

32. Article (re-acceptance after correction of errors)

If the contracting authority refuses the acceptance, the contractor must remedy all deficiencies and remove all obstacles to the acceptance as soon as possible, but no later than within the deadline set by the contracting authority, and again invite the contracting authority to perform the acceptance.

Upon re-acceptance, the contracting parties determine whether all errors and deficiencies have been eliminated and determine whether all other conditions for acceptance have been met.

If all conditions for acceptance are not met again, the contracting authority may, at his own choice, either refuse acceptance of the works or accept the works. The contracting authority can refuse

acceptance several times, until all conditions for acceptance have been met and all errors and deficiencies have been eliminated.

If the contracting authority accepts the works despite some errors or obstacles, he can insist that the contractor must eliminate the errors after the acceptance or fulfil some other obligation that was not fulfilled before the acceptance (e.g. delivery of documentation, etc.). In such a case, the acceptance of the works has been completed, but the contractor's delay is not thereby eliminated and continues until the contractor corrects all errors and fulfils all other conditions for acceptance (delay in the broadest sense).

33. Article (unfounded refusal of acceptance)

The acceptance is considered to have been completed, even if the contracting authority has rejected the acceptance in the minutes, if the contractor proves that there was no valid reason for refusing the acceptance.

There is no valid reason to refuse acceptance if the subject-matter of the contract has only a small number of slight defects. A slight defect is a defect that does not affect the use of the subject-matter of the contract and can be subsequently corrected without particular difficulty. In no case are defects that hinder use or whose elimination would be difficult after the start of use considered a slight defect.

It is not a valid reason for refusing acceptance if there are slight deficiencies in the documentation. A slight deficiency in the documentation is a missing instruction manual or document, which can be easily and quickly replaced. In no case shall a deficiency in the documentation relating to the prescribed permits, attestations, declarations of conformity or other certifications required by applicable legislation and which the devices and equipment must have in order to be used, be considered as slight. Also, in no case shall a deficiency be considered as slight in the case of documentation required to obtain an administrative or other permit.

34. Article (exclusion of the possibility of implied acceptance)

The contracting parties agree that the subject-matter of this contract can only be accepted in the manner specified in this contract. The beginning of the use of the subject-matter of the contract by the contracting authority, the obtaining of an operating permit or permission for trial operation, or any other event, are not considered acceptance, and acceptance cannot be proven with these events.

If the contracting authority begins to use the subject-matter of the contract, but the parties have not established in the minutes that handover and acceptance have taken place, it is considered that handover and acceptance have not taken place. Then the parties to the contract determine the state of the subject-matter of the contract and its potential deficiencies, which the contractor is obliged to remedy, or the works that need to be completed. Handover and acceptance of the subject-matter of the contract shall be completed only when the contractor informs the contracting authority that the subject-matter of the contract is finished and invites him to (re) accept it. In such a case, the contractor is not responsible only for those defects in the subject-matter of the contract caused by the contracting authority through improper use or those that are the result of regular use, and the burden of proof regarding the kind of defect is on the contractor.

Warranty against defects and/or warranty for flawless operation

35. Article (warranty against defects and/or warranty)

The contractor undertakes to carry out the works in a professional and high-quality manner, in accordance with the applicable regulations, standards and rules of the profession and due diligence.

In addition to the timely and complete performance of the works, the contractor must ensure that the subject-matter of the contract does not have any defects. The contractor shall be liable for defects in the subject-matter of the contract within the scope of the warranty agreed in this contract and the general warranty for flawless operation. The warranty against defects and/or warranty for flawless operation are not mutually exclusive. In case of doubt, the contracting authority shall assert a claim on both grounds.

The parties agree on a special contractual regime regarding warranty against defects. The legal regulation is applied to the extent that it is a mandatory regulation and, as long as it does not conflict with the contractual regulation and the purpose that the parties pursue with this contractual regulation, which is that the contracting authority must receive such compensation for any error that the contractor does not fully remedy, so as to be in the same position as he would have been if the contractor had performed the works without errors.

In addition, the contractor provides the contracting authority with a warranty for flawless operation for all works, equipment, materials and devices and guarantees that no defects will occur during the warranty period.

36. Article (responsibility for co-workers)

The contractor guarantees the quality and soundness of the works performed by the contractor himself or by third parties as subcontractors or in any other relationship to the contractor.

If the contractor does not inform the contracting authority with which subcontractors he cooperates or will cooperate with, he is responsible to the contracting authority for any costs and damage that may arise as a result. Costs and damage incurred in this way can be billed by the contracting authority to the contractor without prior notice or deducted for the amount of costs and damage from any payment obligation that he has to the contractor.

37. Article (supervision during implementation of works)

The contracting authority, through the supervisor and his representatives, monitors and supervises the implementation of the works already when the works are taking place.

If the contracting authority discovers poor quality and improper performance of works, he has the right to request the contractor to stop such works until the conditions for correct and high-quality performance are met. All costs of stopping works and damages incurred by the contracting authority shall be borne by the contractor and shall be charged to the contractor by the contracting authority without prior notice, or the amount of the costs and damages shall be deducted from any payment obligation that the contracting authority has towards the contractor. If the contractor incurs costs as a result of the stopping of the works, these costs shall be borne by the contractor and he shall not be entitled to pass them on to the contracting authority.

The stopping of works shall be recorded in the work register, as shall the reason for stopping the works. The contractor shall immediately accede to the provision of conditions for the continuation of the works, which will ensure adequate and high-quality performance. If the contractor fails to provide this within eight (8) days, the contracting authority may withdraw from the contract.

Any delay in the completion of works resulting from a shutdown under the provisions of this Article shall be deemed to stem from the sphere of the contractor.

38. Article (guarantee and/or warranty period)

The general guarantee and warranty period for the work carried out, the built-in materials, devices and installations shall be 5 (five) years from the acceptance of parts of the subject-matter of the contract, as specified in the chapter "Handover and acceptance".

The guarantee and/or warranty period for the soundness of the building is 10 (ten) years from the acceptance of the works. Defects in the soundness of the building are also all defects which make the use of works, equipment, devices or installations impossible or significantly more difficult.

For replacement parts of the facility, installations and devices or repairs carried out during the warranty period, a new warranty and/or guarantee period shall begin to run from the day of the replacement or completion of the repairs.

The warranty and/or guarantee shall be linked to normal conditions of use and appropriate and professional maintenance. The contractor shall be exonerated from warranty and guarantee liability if he proves that the defect is due to abnormal use or improper and unprofessional maintenance. In doing so, the contractor shall be deemed to be liable for the defect if the abnormal use or inadequate or unprofessional maintenance is the result of a lack of instructions from the contractor or insufficient explanations of the contractor to the contracting authority or his employees.

39. Article (error notification)

The contracting authority shall inform the contractor of any defect detected within the warranty and/or guarantee period as soon as possible. Even if the contracting authority does not notify the contractor of the defect immediately or within a short period of time, he does not lose his rights under the guarantee and/or warranty, but the contractor can object that the late notification of the defect lead to a greater damage or a higher cost of repair. In this case, the contracting authority shall bear the proportion of the costs of correction of defects or damage resulting from late notification of the defect.

The contractor shall not be entitled to object to any notified defect that the contracting authority should have established or criticised it at the time of the acceptance of the works, unless it is expressly established in the acceptance record that the contracting authority agrees with a certain defect or agrees not to assert any warranty or guarantee claim for it.

40. Article (rectification of defects)

Within the warranty and/or guarantee period, the contractor undertakes, without any additional payment, to rectify any defects detected and communicated by the contracting authority to the contractor, no later than 10 (ten) working days from receipt of the contracting authority's



notification. In agreement with the contracting authority, the deadline may be extended for justified reasons. If the deadline for rectification of defects is not extended by mutual agreement, the contractor shall not have the right to object that the period of 10 (ten) working days is too short and the parties define it as an appropriate deadline for remedying the defect by mutual agreement.

The contracting authority may also shorten the deadline of 10 (ten) working days if this is required by the nature of the defect (urgent repair) or the nature of the contracting authority's work process (it is not possible to delay the rectification of the defect). In such a case, the minimum deadline may be 24 (twenty-four) hours from the notification.

If the contractor considers the reduced time limit to be too short, he must notify the contracting authority no later than 8 (eight) hours from receipt of the contracting authority's notice and explain why he cannot rectify the defect within such a short period and within what time period he can rectify it. In this case, the contracting authority may agree of his own choice on a longer period offered by the contractor or decide to rectify the defect first through another contractor. If the contracting authority decides to rectify the defect through another contractor, it shall not lose the right to claim reimbursement from the contractor of the costs for rectifying the defect, even though he has not allowed the contractor a period of 10 (ten) working days to rectify the defect.

The contracting authority shall not be obliged to give the contractor an additional deadline for the rectification of the defect and may immediately pass to other warranty and/or guarantee claims if the contractor loses the contracting authority's trust regarding the ability to rectify the defects. The contracting authority must prove circumstances that are objectively of such a nature as to cause a loss of trust.

41. Article (other requests of the contracting authority)

If the contractor fails to rectify the defect within the specified time limit or informs the contracting authority that he does not intend to rectify the defect or this is clear due to the contractor's conduct (e.g. the contractor does not respond, the contractor does not come to inspect, the contractor does not report to the contracting authority, does not respond to messages, etc.), the contracting authority may of his choice make another warranty and/or guarantee claim, namely:

- insists that the contractor must rectify the defect, in respect of which he is not obliged to provide the contractor with any additional or new notice or request,
- rectify the defect through another external contractor and asks the contractor to reimburse the costs incurred in rectification of the defect,
- rectifies the defect by engaging his own employees and own resources and charges to the contractor the normal value of the costs of rectification of the defect that would have been incurred if the contracting authority had engaged an external contractor,
- does not rectify the defect and charges to the contractor the inferiority of the item resulting from the defect, whereby the inferiority can be calculated either as the estimated lower value of the defective items or as the estimated sum of all costs that will be necessary in the future to rectify the defect,
- withdraws from the contract for reasons within the sphere of the contractor.

In all the cases described above, the contracting authority is also entitled to a flat-rate compensation, which the parties collectively estimate at 5% of the estimated or actual value of the costs or inferiority resulting from the defect. Flat-rate compensation is intended to cover the contracting authority's handling costs incurred in connection with the defect (time of the contracting authority's employees and other costs).

In any case, the contracting authority shall also be entitled to claim compensation from the contractor for any remaining damage caused directly or indirectly by the defect.

42. Article (multiple defects)

For each defect found, the contracting authority shall acquire all the rights set out in this contract. Multiple defects may be claimed jointly or separately by the contracting authority. For each defect, the contracting authority may also apply a different warranty and/or guarantee claim.

The contracting authority may exercise all rights under the warranty and/or guarantee by means of an ordinary statement, which may be submitted to the contractor in writing or orally.

If, on the basis of established rights, the contracting authority acquires a claim against the contractor (from the costs of remedying the defect, inferiority, flat-rate damages, other damages, etc.), he may assert this claim in such a way as to reduce his potential obligations towards the contractor (suspension of payment and offsetting), redeem the bank guarantees given and/or other security instruments, request payment from the contractor or liquidate the claim by any other means. In doing so, the contracting authority shall choose the order in which to realise the claim against the contractor and may choose any kind of means or several means until the full payment is made.

43. Article (loss of rights of the contracting authority)

The contracting authority shall not lose the rights arising from the guarantee and/or warranty upon expiry of one year from the date of notification of the defect, which, according to the contractual arrangement between the parties, is not a condition for the acquisition of rights; the parties agree that the claim shall expire within 3 (three) years from the time when all the elements enabling the calculation of the contracting authority's claim are known (e.g. receipt of all invoices from contractors for the rectification of defects, etc.).

Insurance contracts and financial security instruments for the contractor's obligations

44. Article (insurance contracts and financial insurance)

The contractor must provide the contracting authority with the following insurance and financial security instruments for the contractor's obligations:

- the financial collateral instrument for the performance of the contractual obligations,
- financial security instrument to eliminate errors within the warranty period,
- insurance policy for general liability insurance and construction insurance.

Financial hedging instruments shall not be excluded by other rights under this contract, but shall complement other rights. If the contracting authority acquires different rights under this contract (e.g. the right to withdraw from the contract and to redeem the collateral instrument, or otherwise), he may exercise the rights cumulatively or individually. Under no circumstances may the contracting authority be deemed to have waived any right if it has not been exercised immediately. The waiver of the contracting authority's right may only be written and explicit.

The relevant financial collateral instrument under this contract shall be the original unconditional, irrevocable bank guarantee redeemable at first call and drawn up in accordance with the Uniform

Rules for Demand Guarantees (URDG, 2010 audit) or an equivalent suretyship insurance of an insurance company. A bank guarantee and suretyship insurance is only eligible if it is issued by an appropriate entity which has the status of a bank or insurance company under the laws of any EU Member State.

45. Article (replacement of financial collateral)

In the event of partial or full redemption of a particular financial collateral instrument, the contractor shall replace the financial collateral instrument with a new equivalent within 8 (eight) days. The contractor shall also do so if it is necessary to extend the term of validity of the financial collateral instrument or if it is necessary to modify the financial collateral instrument in the event of a change in the quality and quantity during the performance of the contract. Failure to do so results in the same consequences as if the financial collateral instrument has not been provided at all.

46. Article (contracting authority's rights)

If the contractor fails to provide the contracting authority with any financial collateral instrument under this contract, the contracting authority shall have the right of his choice to:

- withdraw from the contract with immediate effect for reasons within the contractor's sphere and redeem to cover the costs and damages the financial hedging instrument which it may already have in possession at that time,
- keep the contract in force and, from the sum owed to the contractor at a given time for the work performed, retain an interest-free amount corresponding to the same percentage (%) of the estimated contract value to which a financial collateral instrument that has not been replaced, extended or otherwise provided to the contracting authority should apply.

47. Article (redemption of financial collateral instrument)

The contracting authority may, under any financial collateral instrument, redeem the amount necessary to cover all costs, damages and realise any other claims against the contractor which it acquires under this contract as a result of violations of the contractor.

If the contracting authority redeems the financial collateral instrument because the contractor does not submit another financial collateral instrument and the contracting authority has no due claim on the contractor, the redeemed amount replaces the financial collateral instrument and constitutes a guarantee (collateral) of the contracting authority's potential future claim. The amount shall be withheld and shall not be remunerated until the end of the period provided for the unsubmitted financial collateral instrument, but may be used to cover all costs, damages arising from defects and the realisation of any other claims arising under this contract as a result of any breach of the contractor.

If the contracting authority redeems the financial collateral instrument in an amount exceeding costs and damages, he shall return the difference unduly realised between the damage or costs incurred and the realised amount of the financial collateral instrument to the contractor, unless he is likely to have a future claim on the contractor. In this case, he may retain the difference without interest until it is definitively established that no claim on the contractor will arise.

48. Article

(financial security for good performance of contractual obligations)

Within eight (8) working days of the signature of this contract, the contractor undertakes to deliver to the contracting authority a financial security instrument in the amount of ten per cent (10 %) of the contract value, inclusive of VAT, as a performance guarantee, valid for at least ninety (90) days after the contractual deadline for completion of works.

If, for any reason, there is an extension of the contractual deadline for the completion of the works, the contractor shall deliver to the contracting authority within eight (8) working days from the signature of the annex an appropriate extension of the financial security instrument, with a validity of at least ninety (90) days after the contractual deadline for completion of works.

The contracting authority may redeem the financial collateral instrument for the performance of the contractual obligations in the following cases:

- if the contractor is in breach of his contractual obligations,
- if the contracting authority withdraws from the contract due to misconduct or delay on the part of the contractor,
- if the contractor fails to submit a financial security instrument to eliminate errors within the warranty/guarantee period in accordance with Article 50 of this contract,
- if, at the request of the contracting authority, the deficiencies and/or defects found are not rectified within a reasonable period determined by the contracting authority,
- if insolvency proceedings are initiated against the contractor,
- in all other cases provided for in this contract or the procurement documents.

49. Article (insurance contracts)

The contractor undertakes, within eight (8) working days of the signature of this contract, to deliver to the contracting authority: (1) a copy of the insurance contract covering the liability for damage risks which may be incurred by the contracting authority and third parties in connection with the performance of the activities, with an annual sum of at least EUR 200,000, together with the terms and conditions of insurance, and (2) a copy of the insurance contract for the insurance of the building in construction and the material and equipment intended to be installed in the works against normal risks and damage to existing and adjacent buildings, with the sum insured in the amount of the contract value, together with the terms and conditions of insurance.

If the contractor fails to submit an insurance contract and the contracting authority nevertheless decides not to withdraw from the contract and to maintain it in force, the contractor shall be obliged to bear all costs and damages incurred by the contracting authority because of this. The contractor agrees and allows these potential costs and damages to be charged in each subsequent interim certificate and deducted from the amount of the contracting authority's debt to the contractor. In the event that the costs and damage occur after the completion of works, the contracting authority may redeem the appropriate insurance to rectify the defects within the warranty period, and any difference to the actual damage incurred may be charged in addition.

If the contractor has subcontractors, the subcontractors must also submit a copy of the liability insurance policy to the main contractor or other evidence on the subcontractor's liability regime.

50. Article (insurance to correct defects within the warranty and/or guarantee period)

In order to rectify the defects within the warranty and/or guarantee period, the contractor shall, no later than 15 days from the handover, provide the contracting authority with the financial security instrument for the rectification of defects within the warranty and/or guarantee period in the amount of five percent (5%) of the contract works plus VAT. The validity of the financial collateral instrument must be at least thirty (30) days longer than the warranty and guarantee period under this contract.

financial security instrument to eliminate errors within the warranty period must cover two different guarantee and/or warranty periods, namely:

- a general guarantee and/or warranty period for which a minimum duration of 5 (five) years and 30 (thirty) days must be guaranteed,
- the guarantee period for the soundness of the building, for which the duration of the financial instrument must be guaranteed at least 10 (ten) years and 30 (thirty) days.

If the warranty and/or guarantee period reveals defects that will not be rectified before the expiry of this period or if the warranty and/or guarantee period is extended as a result of repair or replacement, the contractor shall be obliged to extend the validity of the financial collateral instrument to eliminate errors within the warranty period for the period necessary to ensure the validity of the financial collateral instrument at least 30 days after the expiry of the extended guarantee and/or warranty.

If the contractor is unable to provide a financial collateral instrument with a term of validity of 30 (thirty) days longer than the guarantee and/or warranty period, the contracting authority agrees to provide the contractor with a shorter maturity, provided, however, that a new financial collateral instrument is delivered to the contracting authority prior to its maturity. If, at least 15 days before the maturity of the financial collateral instrument, the contractor has not delivered the new collateral instrument to the contracting authority, the contracting authority shall be entitled to redeem the existing instrument. The amount thus obtained shall be retained by the contracting authority until the expiry of the warranty and/or guarantee period and shall not be remunerated.

51. Article (advance payment insurance)

Prior to advance payment, the contractor shall issue an appropriate advance invoice or advance claim, which shall be settled by the contracting authority no later than 15 days after the date of its issue. The condition for issuing an advance invoice or advance claim is the provision of an original unconditional, irrevocable bank guarantee redeemable at first call, issued by a first-class bank and drawn up in accordance with the Uniform Rules for Demand Guarantees (URDG, 2010 audit) to secure advance payment. The bank guarantee for advance payment insurance in the amount of the advance payment must be valid for at least 30 days after the scheduled date of acceptance of the works. If, due to delay or any other reason, the validity of the guarantee is shorter than the expected date of acceptance of the works, the contractor must extend it accordingly, otherwise the contracting authority is entitled to redeem the bank guarantee and retain the cashed funds until final acceptance. Retained funds are not remunerated.

The advance payment security instrument may be redeemed by the contracting authority in the following cases:

- if the contractor fails to fulfil his obligations towards the contracting authority in accordance with the contract,
- if the contractor fails to fulfil his contractual obligations as a result of insolvency proceedings initiated against him.

Contractual penalty

52. Article (generally on contractual penalties)

The parties to the contract also provide for a contractual penalty by means of this contract, in the following cases: (1) for non-fulfilment, (2) for delay and (3) for delay in the broad sense caused by errors (incorrect performance). The contractual penalties may also be cumulative, in which case the total contractual penalty may not exceed 20% of the contract value.

53. Article (contractual penalty for non-fulfilment)

If the contractor fails to perform the work or the subject-matter of the contract or the contracting authority does not accept the contractor's late performance and the situation of non-fulfilment arises, the contracting authority shall be entitled to a contractual penalty in the amount of 10% of the contract value. If the contracting authority requests payment of a contractual penalty for non-fulfilment, the performance claim shall cease and the contracting authority shall be deemed to have withdrawn from the contract. However, in case of doubt, in the event of delay by the contractor the contracting authority shall be deemed to apply a contractual penalty for delay and not a contractual penalty for non-fulfilment, unless the contracting authority declares otherwise. The contracting authority may also apply a contractual penalty for non-fulfilment in all other cases where the contract is terminated as a result of withdrawal from the contract due to delay or error or for any other reason on the part of the contractor.

54. Article (contractual penalty for delay)

If the contractor misses the performance of the works or the delivery of the subject-matter of the contract for any reason, except in the case of force majeure or reasons in the sphere of the contracting authority justifying an extraordinary extension of the contractual period for the implementation of the works, the contractor shall owe to the contracting authority 0.5% of the contract value for each started day of delay.

If the contractor delays the completion of works relating to the relocation of the pipeline of petroleum products (including the relining of the pipeline) for any reason, except in the case of force majeure or reasons in the sphere of the contracting authority justifying an extraordinary extension of the contractual period for the implementation of the works, the contractor shall owe to the contracting authority 0.5% of the contract value for each started day of delay.

If the contractor delays the completion of the works for relining of the pipeline at the planned junction (Article 20(3) of this contract) for any reason, except in the case of force majeure or reasons in the sphere of the contracting authority justifying an extraordinary extension of the contractual period for the implementation of the works, the contractor shall owe to the contracting authority 0.5% of the contract value for each started day of delay.

The payment of a contractual penalty for delay under this Article shall not exceed 10% of the contract value. The right to a contractual penalty for delay arises on the basis of the contract and the fact of the delay; the contracting authority is not obliged to declare to the contractor that he reserves the right to a contractual penalty. The contracting authority may enforce a contractual penalty for delay, even if he has not expressly reserved the right to a contractual penalty at the



time of acceptance of the delayed performance by the contractor. The date of performance or delivery of the subject-matter of the contract for the purposes of this provision shall be deemed to be the day on which the acceptance of the subject-matter of the contract is determined by mutual agreement.

If the contracting authority starts to use the subject-matter of the contract smoothly before the acceptance record, whereby only the use of the entire subject-matter of the contract in accordance with the function for which it is intended and without significant inconvenience for the contracting authority is considered to be smooth, then the contractor may object that the contractual penalty is reduced by 50% for that period from the day of the smooth use of the contracting authority to the date of receipt of the record.

55. Article (contractual penalty for delay in the broad sense)

If the contractor performs or delivers the subject-matter of the contract to the contracting authority on time, but with material or legal defects notified to the contractor, the contractor shall be liable to pay to the contracting authority liquidated damages for the time elapsing between the notification of the first defect and the rectification of all the defects, at the rate of 0.5% of the contract price for each day of non-rectification of the defects, but not more than 10% of the contract price in total. The date of notification of the defect shall be deemed to be the date on which the defect notification was sent to the contractor by e-mail, orally or by registered mail, and the date of rectification of the defect shall be deemed to be the date on which it is established on the record that all the indicated defects have been rectified, or, in the absence of a date of rectification of the defects established on the record, the date on which all the defects have actually been rectified and the subject-matter of the contract has been returned to the smooth use of the contracting authority.

Delay in the broad sense of this contract includes the rectification of all defects and deficiencies relating to the documentation to be delivered by the contractor to the contracting authority under this contract.

If, despite the defects, the contracting authority is able to use the subject-matter of the contract smoothly while the contractor is rectifying the defects, whereby only the use of the entire subject-matter of the contract in accordance with the function for which it is intended and without significant inconvenience for the contracting authority is considered to be smooth, then the contractor may object that the contractual penalty is reduced by 50% for that period from the day of the smooth use of the contracting authority to the date of receipt of the record.

56. Article (other contractual penalties)

If the contractor, at the request of the contracting authority, delivers late or fails to deliver to the contracting authority a detailed schedule, the contractor shall be liable to pay the contracting authority a contractual penalty of EUR 500 for each such breach.

If the contractor fails to comply with the approved construction site layout plan and encroaches outside the site without the contracting authority's consent, the latter shall be entitled to charge the contractor EUR 500 per day for each day of the infringement, up to a maximum of 10% of the contract value.

If the contractor breaches the rules of order of the Port of Koper, the contractor shall be liable to pay the contracting authority a contractual penalty of EUR 500 for each breach.

57. Article (calculation of contractual penalties)

Payment of any contractual penalties shall not release the contractor from his obligations under this contract to provide guarantees and/or warranties, nor from liability for damages if the damages exceed the contractual penalties.

The amount of the contractual penalties calculated and invoiced by the contracting authority to the contractor shall give rise to a claim by the contracting authority against the contractor and the contracting authority's liability to the contractor shall be reduced or offset by the amount of the contractual penalties. Set-off may be requested and declared unilaterally by the contracting authority irrespective of the maturity and/or lack of liquidity of an individual claim.

In the event that the contracting authority has suffered damages that exceed the contractual penalty as a result of the delay or non-fulfilment of the contractor, the contractor shall, in addition to the contractual penalty, pay all costs incurred and compensate the contracting authority for the damages resulting from the delay or non-fulfilment in the amount calculated by the contracting authority, i.e. the difference up to the amount of the full compensation.

Should the performance of the works by the contractor be delayed for any reason whatsoever, except in the case of force majeure or reasons in the sphere of the contracting authority justifying an extraordinary extension of the contractual period for the implementation of the works, due to which the contracting authority will not be entitled to the European Union co-financing, the contractor shall be liable to compensate the contracting authority for damages for the amount of the planned European Union co-financing.

Termination of contract

58. Article (termination by mutual consent)

This contract may be terminated early by written agreement in which the parties shall settle all their mutual rights and obligations and any claims which they may have as a result of the early termination.

59. Article (withdrawal by the contracting authority)

This contract may be terminated early by unilateral withdrawal by the contracting authority for reasons within the contractor's sphere of responsibility.

The contracting authority may withdraw from this contract for reasons within the contractor's sphere of responsibility and without specifying a further period of time:

- if, within eight (8) working days of the signature of the contract, the contractor fails to deliver to the contracting authority a financial security for good performance of contractual obligations,
- if, within eight (8) working days of the signature of the contract, the contractor fails to provide the contracting authority with a copy of the insurance policy covering liability for damages

- which the contracting authority or third parties may incur in connection with the performance of their activities, and construction insurance for the building under construction,
- if the contractor is the subject of insolvency proceedings or proceedings for striking off the register without winding up, or voluntary or compulsory winding-up,
 - if the contractor has failed to start the work agreed in the contract within the deadline laid down in this contract and has failed to do so even after being summoned by the contracting authority with an additional deadline, whereby this deadline may not exceed 5 (five) working days,
 - if the contractor stops the works without the contracting authority's consent,
 - if the contractor commits a material breach of his obligations under this contract or under the law and the breach is of such a nature that further cooperation with the contractor is impossible and it would be unfair to expect the contracting authority to grant the contractor an additional deadline to remedy the breach,
 - in other cases determined by this contract or the law.

In the cases referred to in the preceding paragraph and in other cases provided for in this contract or the law, the contracting authority shall have the right of withdrawal when the contractor commits a breach and shall not be obliged to give the contractor prior notice or a deadline to remedy the breach. The contracting authority shall declare the withdrawal by means of a simple statement.

The contracting authority may withdraw from this contract for reasons within the contractor's sphere of responsibility which are not remedied even after an additional period of time has been allowed:

- if the contractor is in delay in the performance of the works and fails to remedy the default or to reach agreement thereon with the contracting authority, even after having been warned of the delay by the contracting authority or the supervisor,
- if the supervisor or the contracting authority establishes that the contractor will not achieve the contractually agreed quality and does not restore it even within a subsequently set deadline, the parties agreeing that the appropriate deadline shall be ten (10) working days from the date of the contracting authority's notification,
- if the contractor is in breach of his obligations under this contract and has not remedied the breach even within a further specified deadline, in which case the parties agree that the appropriate deadline shall be 10 (ten) working days from the date of notification by the contracting authority,
- in other cases determined by this contract or the law.

In the cases referred to in the preceding paragraph, the contracting authority shall be entitled to withdraw from the contract as soon as the contractor commits a breach and on the additional condition that the breach does not end even after the additional period of time has elapsed. The contracting authority shall declare the withdrawal by means of a simple statement.

Until the works under this contract have been fully completed, the contracting authority shall also have the right to withdraw from all or part of the performance of the subject-matter of the contract not yet performed. In this case, he shall not be liable to pay the contractor any compensation, loss of profit, reimbursement of expenses or other payment on account of the early termination of the contract or the reduction of the order or any other related cause.

60. Article (withdrawal by the contractor)

The contractor may withdraw from this contract for reasons within the sphere of the contracting authority:

- if the contracting authority is unduly late with payment of any interim certificate for more than 60 days and the future payment of the contractor's obligations is threatened,
- if the contracting authority is the subject of insolvency proceedings or proceedings for striking off the register without winding up, or voluntary or compulsory winding-up,

In the cases referred to in the first indent of the preceding paragraph of this article, the contractor shall, before withdrawing, remind the contracting authority to fulfil the obligation and shall allow the contracting authority an additional period of 10 (ten) working days to remedy the breach. In the case referred to in the second indent, the contractor may withdraw with immediate effect. The contractor shall declare the withdrawal by means of a simple statement.

61. Article (consequences of termination or withdrawal by mutual agreement)

The termination or withdrawal of the contract of either party by agreement shall terminate the contract with effect for the future.

Whatever the reason for termination, the contractor shall be obliged to protect the works that are already performed against deterioration and prevent any damage. The costs of works necessary to protect and prevent damage are borne by the party responsible for the termination of the contract.

The parties undertake to proceed immediately after termination to the acceptance of the works carried out and to the drawing up of a final statement of the works carried out, applying *mutatis mutandis* the provisions of this contract concerning final statement. The contractor shall, prior to the final statement, deliver to the contracting authority all the documentation necessary to obtain the relevant permits. If the contractor fails to submit the said documentation within the set deadline, he shall be deemed not to have performed the contract even partially and shall be liable to repay to the contracting authority, as a contractual penalty, all payments received in respect of the work carried out to date. The contracting authority may call on any financial security at its disposal for the payment of this claim.

In the event of termination of the contract for a reason attributable to the contracting authority, the contracting authority shall be liable to pay the contractor the value of all the works carried out, subject to the right to deduct the costs of rectifying any defects and any damages, and the contractor shall be entitled to claim payment for any damages suffered as a result of the termination of the contract. In the event that the contracting authority pays the contractor an advance, the contractor shall have the right to invoice the works carried out and to return the difference within 15 days. If any unused material remains, the contractor shall take it over at the contracting authority's request and shall not be able to invoice the contracting authority for it.

In the event of termination of the contract for a reason attributable to the contractor, the contracting authority shall pay the contractor the value of the works which have been carried out correctly and without defects and which are of use to the contracting authority, with the right to deduct any costs incurred in rectifying defects already made or foreseen in the future, contracting penalties and damages resulting from the termination of the contract (e.g. additional costs or higher prices of the new contractor, etc.). The work shall be deemed to be of use to the contracting authority if the contracting authority can use the work partly carried out by himself or by a new contractor and no additional costs are incurred (e.g. adaptations, partial or complete demolition, etc.).

Representatives and communication

62. Article
(representatives)

The construction manager on the contractor's side is, phone/mobile phone:....., e-mail: The construction manager shall be an employee of the contractor or subcontractor who will carry out the major part of the works and shall meet the conditions laid down in the law governing the construction of buildings. The contractor shall provide the contracting authority with proof that the construction manager meets the conditions for a construction manager under the law governing the construction of buildings before the works are started. . The contractor may replace the construction manager indicated in the tender only for justified reasons (death, termination of employment, etc.), with the prior agreement of the contracting authority. The contractor must notify the contracting authority in advance of the replacement and prove to the contracting authority that the new construction manager meets the conditions laid down in the law governing the construction of buildings and in the documentation relating to the award of the public contract.

The contractor's representative is, phone/mobile phone:....., e-mail:

The contractor's representative is authorised to represent the contractor in all matters relating to the performance of this contract and is obliged to cooperate directly with the contracting authority's representative.

The contracting authority's representative is, phone/mobile phone:....., e-mail:

The contracting authority's representative shall represent and act for the contracting authority in respect of all work necessary for the performance of the contract within the scope of the provisions of this contract, but shall have no authority to act for work beyond the scope of this contract, or for any agreement which in substance constitutes a modification of the contract (including extensions of deadlines, ordering of additional work, etc.). The representative of the contracting authority shall cooperate with the representative of the contractor throughout the duration of the contract and shall provide the latter with all necessary information and instructions which he is required to give based on his obligations under this contract.

The contracting authority's supervisor, with the powers laid down in this contract and in the law governing the construction of buildings, is, phone/mobile phone:....., e-mail:

The contracting parties shall notify the other party of the replacement of the representatives referred to in this Article within three (3) working days of the replacement.

63. Article
(method of communication)

All notices from the parties and other relevant communications shall be sent to the other party by registered post or e-mail. Material communications are those relating to the provisions of this contract, the progress of construction, services and deliveries, project documentation and changes to documentation, interim certificates, acceptances and approvals, payments, orders, injunctions,

notices, objections and other communications which, by their subject or effect, would have a significant effect on either of the parties to this contract.

Operational communications that do not have a material effect may be by telephone or directly by oral means. All writing and emails shall be addressed to the competent contact persons designated in this contract.

Both contracting parties undertake to regularly monitor the received e-mail. Mail sent to the e-mail addresses specified in this contract shall be deemed to have been served on the next working day following the day on which it is sent, unless it is proved that the mail did not arrive.

Anti-corruption clause and transactions with members of the management board, the supervisory board, managers and proxies

64. Article (nullity)

The parties hereby confirm that they know and are aware of the fact that the contract is null if, at any stage of the conclusion or performance of this contract, any person, on behalf of or on the account of the contractor, has promised, offered or provided any unauthorized benefit to obtain a business deal under this contract or to conclude a deal under more favourable conditions, or to omit the due supervision of the performance of contractual obligations, or to engage in any other conduct or omission that is causing or will cause damage to the contracting authority or is or will enable the contracting authority's representative or agent and/or the contractor or their representative, agent or intermediary to obtain unauthorized benefits.

The parties undertake to avoid any conduct which would render the contract null under the preceding paragraph of this article. This declaration constitutes a declaration in accordance with the rules on integrity and prevention of corruption.

By signing this contract, the contractor declares that it has not and will not, at any stage of the conclusion or performance of this contract, enter into any transactions with members of the management board, the supervisory board, the company's managers and proxies, or members of their families, and acknowledges that he is obliged to notify the company of the contracting authority in advance of such transactions pursuant to article 270a of the Companies Act, as the conclusion of such transactions requires the consent of the supervisory board or, if the company does not have a supervisory board, the consent of the general meeting. The contractor declares that he is aware of the contents of this paragraph of the contract, of the obligation to notify and of the consequences arising therefrom, and therefore agrees that a specific written declaration by the contractor that the above circumstances do not exist is not necessary or is waived.

Resolutive condition

65. Article (resolutive condition)

This contract shall terminate if a resolutive condition is fulfilled, which i.e. if the contracting authority learns that the court has established by a final decision a violation of the obligations referred to in the second paragraph of Article 3 of the ZJN-3 by the contractor or his subcontractor, or if the contracting authority learns that the competent state authority has identified at least two violations with the contractor or his subcontractor during the performance of the contract in relation to remuneration for work, working hours, rest periods, performance of work on the basis of civil

law contracts despite the existence of elements of an employment relationship or in relation to undeclared employment and for which a fine for the violation has been imposed by a final decision or several final decisions.

If the contracting authority is aware of the violation, he shall inform the contractor within 10 days. The contractor may, within a period to be fixed by the contracting authority, which may not exceed 15 days, furnish evidence that he has taken sufficient measures to prove his reliability despite the existence of the violation. If there is a violation by a subcontractor, the contractor may, within the same time limit, provide evidence that the subcontractor has taken sufficient measures to demonstrate his reliability despite the existence of the violation. If the contractor has not provided evidence in respect of the subcontractor, or if he has done so, but the contracting authority considers that these measures are not sufficient, the contractor may replace the subcontractor within a period to be determined by the contracting authority, which may not exceed 15 days in accordance with Article 94 of the ZJN-3D, or take over the subcontracted work himself, provided that this replacement or take-over does not constitute a substantial modification of the contract. If the contractor has not provided evidence for himself or for the subcontractor, or if he has done so, but the contracting authority considers that these measures are insufficient, or if the contractor does not himself take over the work or proposes a new subcontractor, or if the contracting authority rejects the proposed new subcontractor in due time in accordance with Article 94 of the ZJN-3D, the resolutive condition shall be exercised provided that at least six months remain between the time when the contracting authority became aware of the breach and the expiry of the contract. Notwithstanding the preceding sentence, the public works contract shall not be terminated if termination would cause the contracting authority disproportionate costs or substantial difficulties for the smooth implementation of the works or disproportionate delays in time, and provided that the contracting authority notifies the contractor not later than 20 days after becoming aware of the violation that the contract is not to be terminated.

If the resolutive condition is fulfilled, the contract shall be deemed to be terminated as from the date of conclusion of the new public procurement contract, and the contracting authority shall start the new procurement procedure without delay, but at the latest within 60 days of becoming aware of the violation. If the contracting authority does not initiate a new procurement procedure within that period, the contract shall be deemed to be terminated on the sixtieth day after the notification of the violation. In such a case, the contracting authority shall redeem the performance guarantee for the full amount of the contract and shall claim the difference up to the full amount of the compensation from the contractor.

66. Article (Code of Conduct for Business Partners)

The Contractor undertakes to comply with the Code of Conduct for business partners of the Luka Koper Group (hereinafter: the Code) and has signed the Business Partner Declaration, which is an integral part of the Code.

Final Provisions

67. Article (press releases)

The contractor shall not, without the prior written consent of the contracting authority, make any statements to the public, whether orally, in writing or electronically, nor shall the contractor provide any information to the media or to any representative of the media, in connection with the subject-matter of this contract or the performance of this contract. Nor shall he make any representations



or statements to third parties concerning the provision of services under this contract. All official communications shall be made exclusively through the contracting authority or with the prior written authorisation of the contracting authority. Breach of this clause shall constitute such a breach of contract in such a way that the contracting authority may terminate the contract.

68. Article
(amendments to the contract)

Amendments and modifications to this contract shall be valid only if they are made in writing and signed by both parties.

69. Article
(settlement of disputes)

The contracting parties shall settle any disputes arising from this contract by mutual agreement; if this is not possible, the Court of Koper shall have jurisdiction to settle disputes, subject to the application of Slovenian law.

For all issues not covered by this contract, the parties agree to apply the provisions of the Obligations Code. In the event of any inconsistency between the provisions of the contract and the provisions of the Obligations Code or customs, the provisions of the contract shall prevail.

The parties to this contract agree that this contract excludes the application of the Slovenian Special Construction Customs (Posebne gradbene uzanice) (PGU 2020 and PGU 1977).

70. Article
(entry into force)

This contract shall enter into force on the date of signature by both parties. This contract is composed in two identical copies of which each contracting party receives one copy.

Koper, _____

_____,
(Place, Date)

Contracting authority:
Luka Koper, d.d.

Contractor:

(title)

president of the management board
of the public limited company

(person authorized to sign the contract)

Member of the Management Board



OBR-6

STATEMENT OR INFORMATION ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE OWNERSHIP OF THE BIDDER, INCLUDING THE PARTICIPATION OF SILENT PARTNERS, AS WELL AS ON ECONOMIC OPERATORS WHICH ARE CONSIDERED TO BE AFFILIATED COMPANIES TO THE BIDDER UNDER THE

PROVISIONS OF THE COMPANIES ACT (sixth paragraph of Article 14 of the Integrity and Prevention of Corruption Act, Official Gazette of the Republic of Slovenia, No. 69/11 – official consolidated text, 158/20, 3/22 – ZDeb and 16/23 – ZZPri)

PUBLIC CONTRACT	
Contracting authority	Luka Koper d.d. Vojkovo nabrežje 38 6501 Koper
Code of the public contract	92/2023
Subject-matter of the public contract	CONSTRUCTION OF BERTH 12 AND ROLL-ON/ROLL-OFF BERTH WITH THE NECESSARY INFRASTRUCTURE ON THE PIER II
INFORMATION ON THE LEGAL ENTITY (TENDERER):	
Full Name/Title of the tenderer	
Tenderer's registered office	
Municipality of the tenderer's registered office	
The tenderer's registration number	
No. of entry in the Register of Companies	

I, the undersigned, declare that the following entities (natural and legal persons) participate in the ownership of the above tenderer:

No.	Name and surname/title	Permanent residence address/registered office	Ownership share %
1			
2			
...			

I, the undersigned, declare that, in accordance with the provisions of the Companies Act, the following economic entities participate in the ownership of the above-mentioned tenderer (natural and legal persons):

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

*in the event that the tenderer does not fill in this table, the contracting authority will consider that the tenderer declares that it does not have affiliated companies.

The tenderer may also submit all the information requested above in electronic form.

If it is determined that the tenderer has submitted a false statement or has stated false data about certain facts, then the contract/framework agreement will be void.

Date:

The tenderer



Co-funded by
the European Union



ACCESS2KOPERPORT



LUKA KOPER
Port of Koper

Place:

stamp

(Name, surname and signature
of the authorised person)



OBR-7

**DECLARATION BY THE TENDERER ON COMPLIANCE WITH THE CODE OF CONDUCT
FOR BUSINESS PARTNERS OF THE LUKA KOPER GROUP**

We hereby confirm that we are familiar with the provisions of the Code of Conduct for business partners of the Luka Koper Group, and declare that we have common values, that we respect and comply with the Code of Conduct and we assure that the values and the principles stated therein will be respected also by our suppliers and subcontractors.

..... <i>Company name and stamp</i> <i>City</i> <i>Date</i>
..... <i>(Signature 1</i> <i>) (signature 2 if applicable)</i>	
..... <i>(name in capital letters)</i> <i>(name in capital letters)</i>	
..... <i>(department/function)</i> <i>(department/function)</i>	