

Public procurement No.: 15/2024
Date: 23. 1. 2024

TENDER DOCUMENTATION underlying for the award of public procurement (works contract)

Subject-matter of the public procurement contract: **CONSTRUCTION OF WAREHOUSE NO. 54**

Public procurement No.: **15/2024**

Type of Public procurement procedure: **Negotiated procedure with publication (of a Contract Notice)**

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 APPLICANTS FOR PREPARING THE APPLICATION

1. BASIC DATA ON THE PROCUREMENT

1.1. CONTRACTING AUTHORITY AND PROCEDURE

Contracting Authority:	Luka Koper, d.d. Vojkovo nabrežje 38 6501 Koper
Public procurement designation:	JN 15/2024
Subject-matter of the public procurement contract:	CONSTRUCTION OF WAREHOUSE No. 54
Procedure:	Negotiated procedure with publication (of a Contract Notice)
Basis (Article) of Public Procurement Act (Official Gazette RS, no. 91/15 et seq., hereinafter: ZJN-3)	Article 45

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 Public Procurement Contract

Type	Construction /works contract/
Subject matter of contract:	CONSTRUCTION OF WAREHOUSE no. 54
Deadlines for execution of works:	Indicated in Art. 20 of the Contract Specimen (OBR-3) below.

1.3. Documentation underlying for the award of public procurement contract

The complete documentation on public contract award is published at the public procurement portal and available free of charge.

In the a.m. documentation, the Contracting Authority will be using the term 'Bidder' or 'Applicant' for a 'candidate', 'applicant' or 'bidder' in both phases of the procedure.

Contact for further clarification	Bidders can put questions via the public procurement (PP) portal www.enarocanje.si where said PP is published. For asking a question, choose the option "Send a question to the Contracting Authority" (<i>»Pošlji vprašanje naročniku«</i>) at the bottom of the page in the field 'Additional Clarifications' (<i>»Dodatna pojasnila«</i>) (as displayed below).
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	 The Contracting Authority will not answer any question that is not placed as instructed above.	
Deadline for questions	The deadline for putting questions is indicated in the procurement notice and any correction thereto as published at the PP portal www.enarocanje.si. The Contracting Authority will answer to the questions via the PP Portal www.enarocanje.si where said PP is published.	
Visitation is possible and recommendable, but not obligatory.	Contact info for preliminary announcement	Location and subject matter/site for visitation
	mailto:mara.zerjal@luka-kp.siogledi.jn@luka-kp.si	Luka Koper, d.d., Vojkovo nabrežje 38, 6000 Koper
	Visitation to the location is possible in the timeframe until the closing time for questions, upon prior arrangement at least one day before desired visitation.	

1.4. SUBMISSION OF APPLICATIONS AND OPENING

Submission of applications	
Deadline for submitting the application	The closing deadline for receiving the applications is indicated in the procurement notice and any correction thereto as published at the PP portal www.enarocanje.si .
Registry /Tabling office/ Mail/Filing Room	Access to the link for submitting an electronic application herein is via the e-JN information system – see link at the publication herein.
Changes, and withdrawal of application	Applicants can change or withdraw the application till closing date for applications, as instructed on the use of the e-JN information system (https://ejn.gov.si/aktualno/vec-informacij-ponudniki.html).
Opening of application (data not published)	
Time	After the closing date for receipt of applications or as indicated in the Form and in the Notifications on additional information, or information on unfinished procedure or a correction thereto, where published.
Location/ Site	e-JN information system

2. INSTRUCTIONS TO APPLICANTS

The Instruction to Applicants contain the operating rules of the Contracting Authority and of Applicants in the Negotiated (public contract award) procedure with publication (of a Contract Notice), and tips for Bid preparation and submission.

2.1 Contract Financing

The public procurement is financed by the funds of Luka Koper, d.d. (Luka Koper, Port and Logistic System p.l.c.).

2.2 Changes, complements and clarifications of tender documentation

The Contracting Authority reserves the right to change the tender documentation in part or to complement it in the course of tender, and where necessary, extend the application closing date. Any changes and complements hereto are an integral part of the tender documentation.

Changes to, and clarifications of tender documentation will be published at the public procurement portal. Clarifications and changes are integral part of tender documentation and have to be observed and complied with in the Application.

2.3 Confidentiality

The Contracting Authority will provide for data protection in accordance with Art. 35 ZJN-3, in respect of the data falling under the law governing the protection of personal data, of trade secrets, or of commercial companies, that are designated as personal or secret data or a trade secret, resp.

Where an application contains information that counts as a trade secret for the Applicant, the latter has to submit an order designating confidential data and clearly instructing/designating which data and in which segments of the application represent a trade secret (in compliance with the provisions of Art. 35 ZJN-3 and with other provisions of the sectoral legislation (ZPosS /Trade Secrets Act, and others).

In a joint bid (consortium), the requirement for submission of the Order referred to in the preceding paragraph shall apply to each individual partner in the joint bid, where the trade secret comprises the data in the application relating to an individual partner.

The Applicant shall mark the confidential data representing a trade secret in the Application. If only a particular item of information is confidential on an individual page, it has to be explicitly designated so.

2.4 Modalities of Cooperation of Economic Operators while submitting their applications

An Applicant competing in this public procurement procedure can be any legal entity or natural person registered for the activity that is the subject matter hereof and fulfils other terms in this tender documentation.

Individual application	An individual application is one in which only a single economic operator (individual applicant) is applying who alone satisfies all the terms and requirements of the tender and takes over the execution of public contract alone, depending on its own skills and capacities.
Application/ Registration / Log-in/ with subcontractors	Applicants can engage a subcontractor for the execution of a part of public contract. Where subcontractors are engaged in execution of a public contract, the Applicant has to list in the Application (form OBR-1) the names of ALL

	subcontractors, their contact information, legal representatives and each part of the public contract to be executed by an individual subcontractor (description of work and quantity). Where an Applicant is going to execute a public works or service contract by engaging subcontractors, its Application shall contain, in addition to the Form OBR-1, the following: - filled-out ESPD-forms of these subcontractors, as required by Art.79 of the ZJN-3, and - enclose the request of the subcontractor for direct payment where such subcontractor should demand so. In public contracts where subcontractors are engaged and where the subcontractors should request direct payments, in the modality laid down in Art. 94 indent 2 and 3, ZJN-3, the Contractor has to authorise the Contracting Authority in the public contract awarded by the latter, to pay directly to subcontractors based on an approved invoice or partial invoice; the subcontractor has to submit its consent based on which the Contracting Authority shall, in lieu of the Contractor, settle the subcontractor's receivable to the Main Contractor (assignment). Such consents for direct payments given by subcontractors are enclosed to the Contract. The same payment terms to the Main Contractor and its subcontractors apply. <u>The Main Contractor who engages one or several subcontractors in the execution of the public contract shall have contracts with the subcontractors effective at the time of concluding the Contract with the Contracting Authority or in the course of execution hereof.</u> In relation to the Contracting Authority, the Applicant shall be fully liable for the execution of the public contract regardless of the number of subcontractors listed in its Application.
Joint Bid	The public procurement procedure allows a joint application to bid by several economic operators (several Applicants/Partners) Where a group of applicants submits a joint application to bid, the Application (OBR-1) has to indicate ALL individuals participating in this Joint Bid (their contact information, legal representatives and each part of the public contract to be executed by an individual applicant (description of work and quantity)). Before signing the Contract, the successful Bidder has to submit the Partnership Agreement on execution of public contract awarded. The Contract has to contain the name the Leading Partner who will be receiving the communication from the Contracting Authority regarding the obligations, instructions and also payments on behalf and account of all parties participating, and to determine the share and kind of services performed by each individual Partner. <u>The Contract has to clearly indicate that all the partners shall be jointly and severally liable to the Contracting Authority for the entire obligation under the Contract and for each part thereof.</u>

2.5 Financial security

2.5.1 Bid Bond Security Instrument

Enclosed to the Application shall be the financial security instrument (unconditional, irrevocable bank guarantee payable on first demand, issued in compliance with the ICC Uniform Rules for

Demand Guarantees (URDG, revised 2010) or an equivalent surety bond of an insurance company) for the Bid Bond amounting to 700,000.00 EUR. Such a financial security instrument shall be valid for no less than 180 days beyond the application closing date.

The Contracting Authority can realise the Bid Bond security if the Applicant /Bidder should

- withdraw its application/bid after the closing date for applications/bids,
- refuse to conclude the Contract, or fail to enter into Contract in the given timeframe,
- fail to submit in due time, or submit at all, the security instrument for Performance Bond,
- Where the successful bidder does not submit to the Contracting authority in due time, or submit at all, the insurance contract (insurance policy) for general civil liability and construction insurance,
- In all other cases stipulated by this tender documentation.

The financial security instrument for the application/bid bond can be submitted:

- along with the application/ bid before the expiry of the application closing date, in electronic form PDF format, and the instrument showing the wording that no further document is required for realisation thereof other than the beneficiary's demand (i.e. the Contracting authority);
- the original deed to be mailed to Luka Koper d.d., Vojkovo nabrežje 38, 6000 Koper or delivered in person to the Contracting authority, in accordance with the instructions below, in an envelope indicating the ref. number of the Public Procurement hereunder, the sender and the wording »do not open SECURITY INSTRUMENT FOR BID BOND FOR APPLICATION/BID JN 15/2024 CONSTRUCTION OF WAREHOUSE no. 54, Attention to Mara Žerjal« (and where the envelope should contain some other document enclosed, it shall not be deemed as a part of the Bid documentation). The Original of the Financial security instrument for Bid Bond shall reach the Contracting authority before the application closing date, irrespective of the modality of delivery. A personal delivery to the Contracting Authority shall be made to the mail room »ekspedit« 1st floor at the head-office building of Luka Koper d.d., at the address Vojkovo nabrežje 38, 6000 Koper.

Where the financial security instrument Bid Bond be submitted only by electronic means, in PDF format, the clause below, or a similar wording, shall be included in the instrument:

»No further deed shall be enclosed to the demand for payment other than the beneficiary's claim; nor is the original instrument needed.«

2.5.2 Instrument securing the advance transfer

As a security for advance payment is foreseen to submit the financial instrument securing the advance transfer such as in the Contract Specimen form OBR-3 in Art. 25 herein.

The Contracting Authority demands that before issuing of the financial instrument securing the advance payment, the successful bidder shall harmonise the adequacy thereof, in terms of substance, with the Contracting Authority or its Representative named in the Contract.

2.5.3 Security instrument Performance Bond

In eight (8) workdays after the Contract signing, the Contractor has to submit the financial security instrument 'Performance Bond' as required in Articles 45-49 of the Contract Specimen form OBR-3 herein.

The Contracting Authority demands that before issuing of the Performance Bond instrument, the successful bidder shall harmonise the adequacy thereof, in terms of

substance, with the Contracting Authority or its Representative named in the Contract.

2.5.4 Security instrument for elimination of defects in the warranty and defects liability period

The financial security instrument for elimination of defects in the defects liability period shall be submitted **as required in Articles 45 to 51 of the Contract Specimen form OBR-3 herein. The Contracting Authority demands that before issuing of the financial security instrument for elimination of defects in the warranty and/or defects liability period, the successful bidder shall harmonise the adequacy thereof, in terms of substance, with the Contracting Authority or its Representative named in the Contract.**

2.5.5 Civil Liability For Damage and Construction Insurance

The Bidder shall submit to the Contracting Authority in eight (8) work days from Contract signing:

- copy of insurance contract covering civil liability for damage or loss that might be inflicted on the Contracting Authority and third party associated with the pursuit of their business activity, along with the pertaining insurance terms, **as required in Art. 50 of the Contract Specimen form OBR-3 herein.**

2.6 Submission of Application/Bid, and language

The public procurement procedure is conducted in the Slovene language. The Application/Bid and other documentation (Documentation for Application/Bid Documentation) shall be submitted in the Slovene language.

Should the Applicant /Bidder submit any document only in the foreign language, the Contracting Authority may also request a certified translation by sworn translator (court interpreter), which will have to be evident from the deed, and grant an adequate timeframe for that. The cost of translation shall be at the expense of the Applicant/Bidder.

Applicants /Bidders have to file their applications/bids into the e-JN information system at <https://ejn.gov.si/>, as provided in section 3 of the document 'Instructions for use of e-JN Information System' (*Navodila za uporabo informacijskega sistema e-JN*): TENDERERS ('PONUDNIKI') (hereinafter referred to as the e-JN-Instructions /*Navodila za uporabo e-JN*/), which is an integral part hereof documentation and published on the web at <https://ejn.gov.si/>.

Before submitting the application, the applicant has to register at <https://ejn.gov.si/>, in accordance with the e-JN-Instructions /*Navodila za uporabo e-JN*. Where the applicant is already registered in the e-JN information system, it shall use the same address to register in the application.

The user authorised for submitting applications/bids in the e-JN system on the part of the applicant shall submit the application/bid by clicking the button 'Submit' ('»Oddaj«'). Concurrently, the e-JN system records the user identity and the time of application/ bid submission. Having submitted the application/bid, the user expresses the intention on behalf of the bidder to submit a binding application/bid (Art. 18 of the Slovenian Obligations Code/OZ). The application/bid submitted is binding for the term indicated therein, except where the user of the applicant should withdraw or change it before the application/bid closing time.

The application is deemed to be submitted in time where the Contracting Authority has received it via the e-JN system <https://ejn.gov.si/> no later than by the application closing date. An

application is deemed to be submitted when it is designated with the »SUBMITTED« status (»ODDANA«) in the e-JN information system.

The Applicant can withdraw or change its bid until the application closing date. Where an application has withdrawn its application through the e-JN system, it shall be deemed that such application was not submitted at all and the Contracting Authority will not see the application in the e-JN system. Where an applicant has amended its application through the e-JN system, the latest submitted application will be open to the Contracting Authority in the system.

No application can be submitted after the expiry of application closing deadline.

Access to the link for submitting an electronic application herein is via the **e-JN** information system – see link at the publication herein.

2.7 Opening of applications/bids

The Opening of Applications will be conducted automatically in the e-JN information system on the day and time published for opening of applications at the public procurement portal (opening is not public, applications will only open to the Contracting Authority).

The Opening of Bids, and Bids under Negotiated Procedure, will be conducted automatically in the e-JN information system on the day and time published for opening of bids in the information system e-JN (all bids can be viewed by all bidders who were invited to negotiations).

After the applications/bids/ bids under negotiated procedure have been opened, the contact person of the Contracting Authority will be sending all communication/ notices and other information on the public contract via the e-JN information system.

2.8 Examination and assessment of applications/bids

As regards the information or documentation submitted in the application/bid, where necessary, within the statutory provisions, any complements, corrections, changes, clarifications, additional (substantial) proofs and elimination of calculatory errors may be requested from the applicant/bidder via the e-JN information system. Should the Bidder not respond in the timeframe given by the Contracting Authority, or fail to provide the required complements, corrections or clarifications, such an applicant/bidder shall be excluded.

After examining and assessing the applications, the Contracting Authority will resolve on acknowledging the capacity and recognise the competence to those applicants whose applications are admissible under Article 2 par. 1 no. 29 of the ZJN-3, where any exceeding of the funds assured shall not be assessed.

After the finality of decision recognising the competence of applicants, the Contracting Authority will invite only three applicants with the lowest total base bid prices (limitation of the number of candidates) out of the candidates with recognised competence to submit their bids through the e-JN information system. Where The invited applicants shall submit their bids /bid documentation as requested in the invitation. Should the total bid price of a Bidder quoted at the time of submission of the bid exceed the preceding total base bid price, it shall be deemed that the Bidder insists on its previous total bid price (total base bid price).

After examining the bid documentation, the Contracting Authority will invite the applicants, via the e-JN information system, to negotiations **by invitation to negotiate where the protocol of negotiations will be explained in detail.**

The Contractor Authority will announce the last negotiations round.

The subject matter of negotiations shall be the total bid price for the entire subject matter of the public contract, which must not exceed (but it can be lower or equal to) the originally or previously quoted total bid price as submitted by the bidder at the time of submission of application or bid, or in a round of negotiations. Should the total bid price of the Bidder in an individual round of negotiations be equal to, or exceed the preceding total bid price, it shall be deemed that the bidder insists on its

preceding total bid price. Where the Bidder does not give a different bid price in an individual round of negotiations, it shall be deemed that it insists on its preceding bid price.

2.9 The Bid Price

It shall be deemed that the applicant/bidder has visited and thoroughly inspected the site and surroundings thereof, got informed of all the relevant data/information and of all essential elements that could have an impact on the organization of the construction site, tried and checked all the existing sources of supply with materials and all the remaining circumstances that might affect the execution of work, got acquainted with all the regulations and applicable laws regarding the payment of fees, charges, taxes and other levies in the Republic of Slovenia, and analysed the documentation underlying for the public contract award and obtained all the necessary data/ information governing the execution of work, and has submitted the application/ bid on the basis of all that.

The Applicant /Bidder shall take into account that operations in a port are specific and require absolute coordination of, and adapting to the primary handling and storage operations of the Contracting Authority.

The Bidder/ Contractor has to see to, and include in the bid price, all the cost required for the marking of (staking-out) the site.

The Contracting Authority will be monitoring the noise levels as required by the law and environmental approval: where the thresholds are exceeded, the Contractor shall adapt its work thereto. The Contractor will be informed on the results. Any additional cost and/or extension of the deadline for that reason will not be accepted.

The Bidder has to include in the unit prices quoted all the cost arising from current harmonisation with port operations and other factors that may have an impact on the execution of work!

Irrespective of that, the Contracting Authority will make every effort to ensure optimal and smooth course of work in order to conclude the work in due time.

Where the Contracting authority provides for electricity and water supply to the Contractor, the cost of connection and consumption will be accounted for in accordance with the applicable Rates.

The prices in the Bid must be expressed in EUR exclusive of VAT, and VAT inclusive, and shall comprise all the Contractor's costs necessary for the execution of the Contract (taxes, any customs duties, transport and insurance costs, storage, providing access to site, depositing/ dumping, travel expenses of persons and transportation of materials, per-diem allowances, mileage, testing at the site of the Bidder, Contracting Authority or of external contractors, any permits or licences, fees, translation, consultancy, materials, processing/alteration and similar). However, the Contracting Authority shall not accept any Bidder's cost for the shifting/ removal of machinery and any changed arrangement of the construction site that might be necessary for the execution of operations of the Contracting authority.

The Bills of Quantities (BoQ) comprise descriptions and quantities of individual items. Description and quantities of individual items shall not be changed. Where the price per unit of an individual item from the Bill of Quantities is not given, the Contracting Authority shall understand that the Bidder is not offering that particular item from the BoQ, and such Application/Bid shall be rejected as inadmissible.

The Contracting Authority reserves the right to request the Contractor subsequently to present calculation bases, norms and analysis of the item prices, and the Bidder is bound to submit such data upon request.

Any subsequent cost not comprised in the Bid Price shall not be recognised by the Contracting Authority.

2.10 Decision on awarding the Contract

The Contracting Authority shall decide on contract award in 90 (ninety) days following the receipt of bids, and shall publish such decision on the Public Procurement (PP) Portal.

After adopting the decision on contract award, the Contracting Authority may still withdraw from concluding the public contract or execution thereof, observing the reasons and the manner prescribed by the applicable law.

2.11 Legal protection

Legal protection is ensured to applicants/bidders under the Legal Protection in Public Procurement Procedures Act (ZPVPJN).

2.12 Concluding the Contract

The successful Bidder will be invited to sign the Contract. After receiving the contract for signing, the successful Bidder has to return it, duly signed, no later than in five (5) workdays following the receipt; otherwise it shall be deemed that the bidder is withdrawing. Where that be impossible due to justifiable objective circumstances, the Contracting Authority may extend the term upon request of the Bidder.

In eight (8) workdays from having signed the Contract, the successful Bidder shall submit the financial security instrument 'Performance Bond' and copies of insurance contracts for civil liability for damage and of construction insurance.

Otherwise, the Contracting Authority may withdraw from Contract without any liability to the Contractor, and claim damages from the Contractor and realize the Bid Bond or the Performance Bond where such financial security instruments were submitted.

3. TERMS / CONDITIONS AND CRITERIA

3.1 Terms for Recognition of Competence

The ESPD Form is an official declaration of an economic operator that no reasons for exclusion exist and it satisfies all the conditions for participation, as well as the Form provides relevant information required by the Contracting Authority. The ESPD Form also includes an official declaration that the economic operator will be able to submit, promptly upon request, all the proofs substantiating non-existence of any reason for exclusion or satisfying the prerequisites for participation in tender.

The statements quoted in the ESPD Form, and/or proofs submitted by the economic operator must be valid.

The economic operator finds the ESPD Form of the Contracting Authority (XML file) to import /download at the link: <https://ejn.gov.si/espd> and enters the required data directly in the Form.

A completed and signed ESPD Form must be enclosed to the Bid for each of the economic operators participating in the Bid in any role or part (the Bidder, participating bidders in case of a Joint Bid; economic operators to the capacities of which the Bidder refers to, and subcontractors).

A Bidder who submits its Bid in the e-JN information system shall upload its own ESPD Form in the section /heading »Dokumenti«, part »ESPD – ponudnik (ESPD - Bidder)«, while the ESPD Forms of other participating operators are to be uploaded in heading »Sodelujoči (Participants)«, part »ESPD – ostali sodelujoči (Other Participants)«. While submitting the Bid in the e-JN system, the Bidder uploads a digitally signed ESPD Form in xml. Format, or an unsigned document in xml. format; in the latter case it shall be deemed that a legally binding document has been submitted

which has equal validity as a signed document, as laid down in the General Terms for Using the e-JN information system.

For other participating parties, the Bidder uploads in section /heading »Sodelujoči«, part »ESPD – ostali sodelujoči« their signed ESPD forms in pdf. Format or a digitally signed xml. Format.

Explanations regarding the ESPD form in English are available at: https://ec.europa.eu/growth/single-market/public-procurement/digital/espd_en.

In case any requirement for fulfilment of certain conditions is not available /designated in the ESPD Form, the Contracting Authority explicitly points to the fact that every economic operator participating in the Bid shall prove the fulfilment of all requirements and conditions imposed on it (depending on the modality of participation of such economic operator in the Bid) in any way in the documentation on public contract award.

The Contracting authority will check the fulfilment of prerequisites before issuing the decision so that it will request the bidders to submit the required proofs (Art. 77 and 78 of the ZJN-3). The Bidders not established in the Republic of Slovenia shall submit the required proofs in Slovenian translation.

3.1.1 Grounds for Exclusion

Each economic operator (applicant, partner, subcontractor) acting in the application shall satisfy the following terms:

- No insolvency or compulsory dissolution proceedings under the law regulating insolvency and compulsory dissolution and liquidation by operation of the law regulating commercial companies (Companies Act) have been initiated against the economic operator; the operator's assets or operations are not managed by a receiver or a court; its operations are not suspended; no proceedings with such legal consequences has been initiated under the laws/regulations of another country, leading to a position or situation with such legal consequences.
- On the deadline for submission of bids, the economic operator has not been ineligible for participating in public contract award procedures on the ground of a listing in the Register of Economic Operators With Imposed Collateral Sanctions of Exclusion from Public Procurement Procedures, Art. 110 of the ZJN-3 (Ground for Exclusion, indent a) par. 4, Art. 75 ZJN-3).
- Based on Art. 1 par. 23 of the Council Regulation (EU) no. 2022/576 amending the Council Regulation (EU) no. 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, and on the Decision 2022/578 CFSP 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 will exclude from the public procurement procedure any economic operator where such operator or any person, entity or body thereof be subject to the prohibition referred to in Art. 5.k par. 1 of the Council Regulation (EU) no. 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine.

Proof:	Filled out and signed: ESPD Form; the form OBR-5 or OBR-5a for subcontractors, for EACH ECONOMIC OPERATOR participating in the Application.
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3.1.2 Terms and conditions for participation

3.1.2.1 Suitability to pursue a professional activity

- The economic operator (Applicant, Partner, subcontractor) is registered to pursue the activity under the relevant public procurement and shall accept it in its Application/Bid (each economic operator must satisfy the requirement/s for its own part of business).

Proof:	Filled out and signed: ESPD Form; the form OBR-5 or OBR-5a for subcontractors, for
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EACH ECONOMIC OPERATOR participating in the Application.
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3.1.2.2 Economic and financial position

- a0 Over the latest three financial years (where operating less than 3 financial years, within the term of its operation) the Applicant average net annual income amounted to no less than EUR 30,000,000 (thirty million); in a joint application/ bid the net annual income of partners are combined/ added up)

Proof:	Filled out and signed: ESPD Form and OBR-5 form of the applicant, or of all partners participating in a joint bid/ application
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- b0 As of the date of filing the application, no bank account of the economic operator (applicant, partner, subcontractor) is put on stop (blocked); during the last 180 days before the application closing date, none of its bank accounts was put on stop for more than ten (10) successive days.

Proof:	Filled out and signed: ESPD Form; the form OBR-5 or OBR-5a for subcontractors, for EACH ECONOMIC OPERATOR participating in the Application.
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- c0 As of the date of issue of the Rating Form under the Basel II Accord, the economic operator (applicant, partner) shall have the credit rating at least SB6 Rating or a credit rating belonging to the upper 60% on the scale applied by a financial institution for determining the credit ratings.

An economic operator based in the Republic of Slovenia can prove the fulfilment of this condition by the AJPES rating in the S.BON-1 form, which is not older than 30 days from the application closing date.

An economic operator established outside the Republic of Slovenia proves the fulfilment of this condition by a credit rating issued by other institution, not older than 30 days from the application closing date, and the Contracting Authority will recognise such a rating that belongs to the upper 60% of best ratings on the scale applied by an individual financial institution in establishing a rating. Said rating relates to the last financial year for which the bidder's financial statements were compiled to be submitted to competent authority, or the last credit rating where such a rating reveals a rating different from that in the report for the last financial year for which the bidder had to submit the annual report.

Each economic operator participating in the execution of public contract, except subcontractors, shall satisfy the condition under c).

Proof:	Filled out and signed: ESPD Form, OBR-5 form and Applicant's credit rating (AJPES S.BON-1 form, or rating by other institutions), or in a joint bid, the ratings of all partners in the application.
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3.1.2.3 Technical and professional competence

An economic operator who proves its technical and professional competence shall act as the Applicant in an Application, as Partner in a joint bid, or subcontractor, and execute the construction work or services for which such technical and professional competence is required.

The compliance with technical and professional competence requirements has to be proved by the economic operator (applicant, partner in a joint bid, or subcontractor) who will be performing the work (construction or services) subject to such reference requirement.

In all titles of persons indicated below and of documentation relating to the Building Act /GZ/ and Architecture and Civil Engineering Act /ZAID/, the Contracting Authority will also observe the equivalent titles of persons, or of documentation referred to in the a.m. laws/ regulations (Construction of Buildings Act/ZGO, etc.)

The necessary technical capacities (machinery, mechanisation and equipment) must be provided for the execution of the whole public contract on the required quality level in the set timeframe, compliant with the documentation on public contract award (Specification of public contract), rules of the profession, regulations and standard on the subject matter of the Contract.

For each reference of an economic entity and personnel, it is necessary to submit a duly completed and certified References confirmed by a Client/ Contracting authority as Investor (OBR-2a) or References by the Party ordering the equipment (OBR-2b), the client's certificates must clearly show the fulfillment of the client's requirements regarding references, e.g. if the minimum value of the transaction or the minimum area or type of facility or equipment is required, the client of the transaction or also the investor, where it is planned to confirm the Certificate on which at least these minimum values are stated or sizes or type of facility or equipment.

A) REFERENCES

The References must be provided for the like business (of similar type) performed over the last ten (10) years before this public contract was published, at least as follows: As a business of similar type is deemed to be:

- Execution of at least one building object valued at least EUR 10,000,000.00 EUR excl. VAT,
- Execution of at least one facility/ building object measuring over 5,000 m² by deep pile foundation,
- Execution of at least one building object measuring over 3,500 m² in load-bearing steel frame structure
- manufacture and assembly/ erection of at least three bridge cranes valued in total no less than EUR 2,500,000.00 (two million and five hundred thousand €) excl. VAT, in the EU-Member States
- construction of at least two photovoltaic power plants with a capacity of over 300 KWp
- implementation of a comprehensive solution of an automated warehouse system with automated storage management for steel coils or other products, with goods-to-person technology (Automated order prep solution for delivery of products to operator) and automated record keeping of goods.

The reference work used to prove the fulfilment of requirements specified in individual points/indents above can also include separate reference works, or a single reference work may prove the fulfilment of several points/indents above, however, the fulfillment of the requirements of one indent must arise from one reference work.

Proof:	A filled out ESPD Form for EACH ECONOMIC OPERATOR submitting References, and the filled-out form 'Statement on technical and HR capacities (OBR-2) in the part »INFORMATION ON REFERENCES« and in the part »DATA ON TURNOVER IN WMS SYSTEMS« and the proofs required therein. In its Application, the Applicant has to submit the Reference (issued by a Client /Contracting Authority as Investor) and the final accounting invoice ('situation') or another document evidencing the fulfilment of said requirement), References confirmed by a Client/ Contracting authority as Investor (OBR-2a) and References by the Party ordering the equipment (OBR-2b).
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B) HUMAN RESOURCES CAPACITIES

Availability of qualified staff - by profile a **Civil Engineering Works Manager as the Construction Manager** as provided in the Slovenian Building Act (GZ), satisfying the following criteria:

- Professional qualification in civil engineering,

- Language skills in Slovenian minimum B2-level under Common European Framework of Reference for Languages (CEFR)
- Criteria under the Building Act (GZ) for a works manager for complex building objects,
- registered in the Register of Works Managers with the Slovenian Chamber of Engineers (IZS/ Inženirska zbornica Slovenije) under Vz – works manager (Vz – management of all or prevailing part of works of a complex or standard building object; management of individual work on complex and standard building objects; construction management of a simple building object) or in the Register of Certified Engineers with the IZS, or fulfilling all requirements/ terms of reference/ for such registration, respectively,
- In the last ten (10) years before this public contract was published, engaged at least once (1) as the Work Manager, or Manager of Individual Work to conduct the construction work valued at least EUR 10,000,000.00 (ten million EUR)
- In the last ten (10) years before this public contract was published, engaged at least once (1) as the Work Manager in the construction of a building/ facility measuring at least 3,500 m2 of load-bearing steel frame structure
- Employed with the economic operator participating in the Bid who will be executing the major part of construction work in terms of the value of work taken over (% of the whole work as specified in OBR-1)

Availability of qualified HR by profile – **Manager of Civil Engineering Works or of Geotechnology and Mining & Quarrying For Deep Foundations:**

- Professional qualification in civil engineering or geotechnology or mining & quarrying,
- Criteria under the Building Act (GZ) for a works manager for complex building objects,
- registered in the Register of Works Managers with the Slovenian Chamber of Engineers (IZS/ Inženirska zbornica Slovenije) under Vz – works manager (Vz – management of all or prevailing part of works of a complex or standard building object; management of individual work on complex and standard building objects; construction management of a simple building object) or in the Register of Certified Engineers with the IZS, or fulfilling all requirements/ terms of reference/ for such registration, respectively,
- In the last ten (10) years before this public contract was published, engaged at least once (1) as the Work Manager for deep foundations or managed the works as a construction manager in the construction of a building/ facility measuring at least 5,000 m2 with deep foundation on driven piles up to 30m depth.

The Civil Engineering Works Manager as the Construction Manager as a Manager of Civil Engineering Works or of Geotechnology and Mining & Quarrying For Deep Foundations can be the same person, as long as he meets the conditions for both positions.

Availability of qualified staff by profile -

Electrical Engineering Works Manager:

- Professional qualification in electronical engineering,
- Criteria under the Building Act (GZ) for a works manager for complex building objects,
- registered in the Register of Works Managers with the Slovenian Chamber of Engineers (IZS/ Inženirska zbornica Slovenije) under Vz – works manager (Vz – management of all or prevailing part of works of a complex or standard building object; management of individual work on complex and standard building objects; construction management of a simple building object) or in the Register of Certified Engineers with the IZS, or fulfilling all requirements/ terms of reference/ for such registration, respectively,

- In the last ten (10) years before this public contract was published, engaged at least once (1) as the Work Manager in the construction of a photovoltaic power plant with over 300 KWp.

Coordinator of supply and installation of equipment (cranes, lifts etc.) :

- Professional qualification in mechanical engineering,
- In the last ten (10) years before this public contract was published, engaged at least twice (2x) in delivery of cranes to the end buyer, which comprises the on-site erection/installation, testing and putting into service.as the Work Manager

Coordinator of supply and implementation of WMS-system:

- Professional qualification in mechanical or electrical engineering or computer science,
- In the last ten (10) years before this public contract was published, engaged at least once (1x) in the implementation of a comprehensive solution of an automated warehouse system with automated storage management for steel coils or other products.

All communication in the course of public contract execution will be held in Slovene language. The key staff members – professionals such as civil engineering manager leading the whole construction work, civil engineering manager for deep foundation, and electrical engineering manager must have a good command of the Slovene language. It is not possible to provide translators or interpreters for the key staff communication in Slovene language because any errors or mistakes in translation in communication with other participants such as Representatives of the Contracting Authority, of Designer, Supervisor and Coordinator for occupational health and safety, or in the interpretation of the underlying Design Documentation might lead to non-performance of the material requirements for the facility (as stipulated in Art 25 Building Act) or posing a risk to the health and safety of people engaged in the course of construction work. The required language skills in Slovenian for key staff minimum B2-level under Common European Framework of Reference for Languages (CEFR) is equivalent to the level achieved in completed Slovenian secondary school education. A certificate issued by a certified language-teaching institution, or a certificate on completion of a Slovenian secondary school at least, will be considered as an eligible /satisfactory proof to prove Slovenian language skills.

Where at the time of submission of the Bid the Works Manager is not a member of the Slovenian Chamber of Engineers (IZS) yet, the successful Bidder has to submit a proof on its membership in the Slovenian Chamber of Engineers (where the Bidder fails to submit such proof, it shall be deemed that the Bidder, having signed the Bid, stated that it will submit such a proof before signing the Contract).

Proof:	A filled out ESPD Form for EACH ECONOMIC OPERATOR proving the HR Capacities, and a filled-out form 'Statement on Technical and HR Capacities (OBR-2)' in the section 'HR Capacities', References confirmed by a Client/ Contracting authority as Investor (OBR-2a) and - References by the Party ordering the equipment (OBR-2b). In its Application, the Applicant has to submit the Reference (confirmation issued by a Client /Contracting Authority as Investor) and the final accounting invoice ('situation') or another document evidencing the fulfilment of said requirement for the business, and the proof evidencing the fulfilment of the requirement of professional qualification. The Applicant has to submit a proof of registration in the respective Register held with the Slovenian Chamber of Engineers /IZS', or on meeting the conditions for enrollment.
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3.2 Selection Criteria for the most favourable bid in economic terms

The selection criterion for the most favourable bid in economic terms is the **lowest bid price excl. VAT for the entire subject matter of public contract after negotiations.**

II. DOCUMENTATION FOR APPLICATION AND BID DOCUMENTATION

The Applicant /Bidder shall bear all cost involved in the preparation and submission of application/bid. The Contracting Authority will not refund to the Applicant /Bidder any cost involved in the preparation of application/bid nor any other cost incurred in the course of public contract award procedure.

Variant applications/bids and options are not allowed.

4.1 Documentation for Application

The Documentation for Application must be compiled in Slovenian language, compliant with the requirements and templates in the Tender/Design documentation. Documentation for Application consists of the following documents:

- 10 **Completed and signed Form 'Information on Applicant/ Bidder, Partners in a Joint Bid, and Sub-Contractors (OBR-1)'**
- 20 **Completed and signed Form 'Statement on Technical and HR Capacities' (OBR-2)**
- 30 **Completed and signed References confirmed by a Client/ Contracting authority as Investor (OBR-2a) for the economic operator and the staff**
- 40 **Completed and signed References confirmed by the Party ordering the equipment (OBR-2b) for the economic operator and staff**
- 50 **Completed and signed ESPD Form** (for each economic operator in the application)
- 60 **AJPES S.BON-1 Form (for economic operators based in Slovenia) or a credit rating form issued by another rating institution (for economic operators established outside Slovenia evidencing the credit rating)** (for the applicant and its partners in a joint bid)
- 70 **Signed form Contract Specimen (OBR-3)**
- 80 **Bid Bond Security Instrument**
- 90 **Completed and signed form 'Statement/ Information on the Participation of Natural and Legal Entities in the Ownership of the Applicant/Bidder (OBR-4)**
- 100 **Completed and signed form 'Statement on Eligibility for Participation and Absence of Grounds for Exclusion' (OBR-5)**
- 110 **Completed and signed form 'Statement by a Subcontractor on Eligibility for Participation and Absence of Grounds for Exclusion' (OBR-5)**
- 120 **Completed and signed 'Statement by economic operator to comply with the Business Partner Code of Conduct of the Luka Koper Group' (OBR-6)** *(The Code is published on the web at: <https://www.luka-kp.si/slo/pomembni-dokumenti-208>)*
- 130 **Completed and signed Form 'Application (OBR-7) incl. enclosed Bid Estimate (filled out Bill of Quantities incl. Preliminary Measurements) in textual (PDF) and electronic format (XLS)**

Where an individual Form indicates that any other documentation is to be enclosed to the Application, such a part of documentation is required for the application and has to be submitted by the Applicant.

The documentation has to be completed, signed and stamped where indicated.

The entire Documentation for Application has to be submitted in a "PDF" format, unless otherwise indicated in the tender documentation for a particular type of documentation underlying for application.

The contents of the submitted documentation must reflect factual and true statements which have to be demonstrable (proved if necessary). Copies of other documentation required are equally valid, incl. certificates, unless where an original is specifically required.

The Documentation for Application incl. the proofs required shall be uploaded /input in the information system in the same order of sequence as the conditions for recognition of competence: first the Applicant, or Leading Partner in joint bid, followed by Partners and Subcontractors where the latter are stated in the Application.

The 'Application' Form must contain all the required information, considering as follows:

- In a joint bid, the Leading Partner shall act as the Bidder
- The total base bid price must comprise all the costs and levies/charges associated with the execution of public contract, incl. VAT in the part where the Bid Price incl. VAT is foreseen. In addition to Bid Price incl. VAT, the (net) total bid price excl. VAT has to be stated too. All amounts to be expressed in EUR.
- The Application must be valid for the whole public contract hereunder. Partial Bids shall not be considered.
- The application shall be valid for 120 days after the Bid Closing Date.

The Application has to comprise the 'Specification of public contract' by the Contracting Authority showing the content and volume of the public contract. All requirements from the 'Specification of Public Contract' have to be complied with, no changes thereto allowed to the Bidder. An integral part of the Specification of Public Contract is the Bill of Quantities with Preliminary measurements. Only the required data/information are allowed to be input in the BoQ incl. Preliminary Measurements (*e.g. Price per unit*).

The Bid Estimate consists of the Recapitulation of Estimate and of a Detail Specification of that amount. Prices in the Bid Estimate shall be net of VAT and quoted in EUR.

The BoQ incl. Preliminary Measurements must be completed, containing the prices per unit for all items. The price per unit shall be rounded up/down to two decimal places, the item value (the **product of multiplying** quantity x price per unit) will automatically round up/down to two decimals. The Bid Estimate (completed BoQ incl. Prelim.Measurements) in the Application shall be submitted in electronic XLS format and the same scanned in the »PDF« format. In the event of disparity, the document in »pdf« format shall prevail.

4.2. Bid documentation

Detailed content of the Bid Documentation will be outlined in the Invitation to Bid in the second stage of the public contract award procedure.

III. SPECIFICATION OF PUBLIC CONTRACT

10 GENERAL

The object of the order "Construction of warehouse No. 54" is the construction of a warehouse of approx. 14,000 m² (230 x 60 m) dedicated to the storage of steel coils with a manipulation surface and a canopy roof on the south side of the warehouse. Deep foundations are planned for both the building and the storage area in the building. In addition to the warehouse itself and the canopy roof, the public procurement also includes the office for the management of the warehouse (i.e., the monitoring and control center), construction of a transformer station, small municipal water treatment plant, installation of a photovoltaic power plant, construction of two internal passages on the west side of the warehouse (connection of the new Warehouse 54 to the existing Warehouse 53C), supply and installation of all equipment for complete handling of steel coils, including the warehouse management system (WMS).

The warehouse will have a floor capacity of 15 t/m², steel coils will be stacked in a maximum of three heights. The warehouse will have no partition walls, is designed as two warehouses conjoined at one side (which is internally open) and will be equipped with overhead cranes for handling steel coils and handover points for handing over steel coils with the automated part of the warehouse.

The plan includes installing lighting, a fire alarm system, and the power supply of all hardware (overhead cranes, transport carts, high-speed entrance doors, fans ...)

A photovoltaic power plant with a power of approx. 2.5 MW is planned for the roof of the warehouse and the canopy roof.

The building will be connected to the internal electricity and telecommunications network, water network and rainwater drainage system. Fecal sewage will be sent to the MKČN (small municipal sewage treatment plant), which is part of this order. A transformer station is planned next to the warehouse, for powering the overhead cranes as well as the photovoltaic power plant. A new rainwater drainage line will drain rainwater into the sea (Basin II).

A large part of the storage area will be dedicated to the fully automated handling of steel coils, while part of the storage area will be adapted in such a way that it will be possible to handle the steel coils with the help of a forklift - a so-called "buffer zone".

The warehouse system of the "WMS Warehouse 54" must conduct automated management of equipment in the warehouse (overhead cranes, handover points, security systems etc.), automated management of the storage of steel coils and optimal preparation of goods with minimal necessary movements. It must keep records of goods, contain control mechanisms to reduce the chance of errors in the dispatch of cargo, contain safety mechanisms, enable the creation of storage documentation and have built-in optimization algorithms for optimal utilization of the storage space or ensuring high productivity at storing and withdrawing goods.

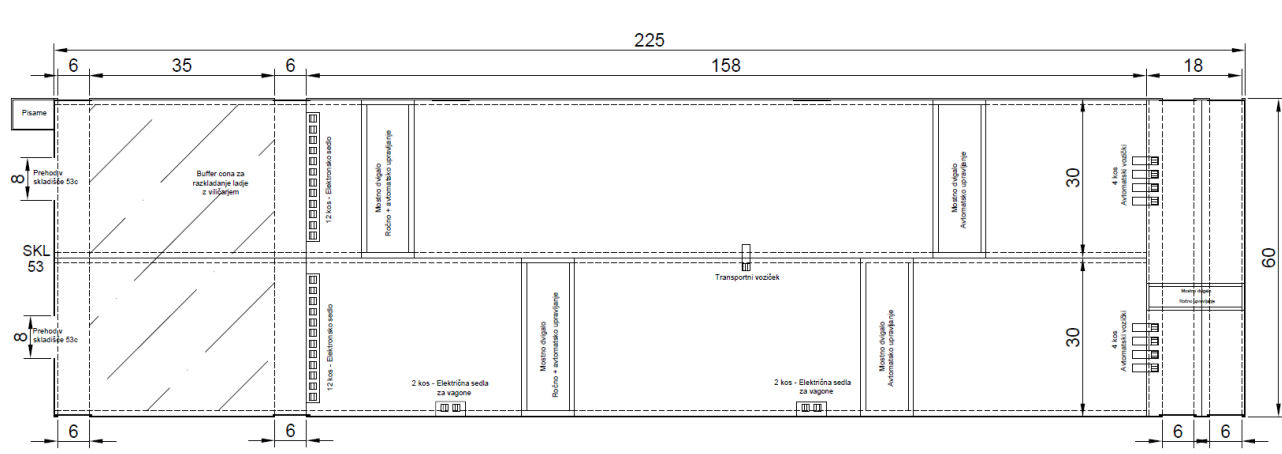


FIGURE 1: SKETCH OF WAREHOUSE 54



FIGURE 2: AREA THAT WILL BE CHANGED

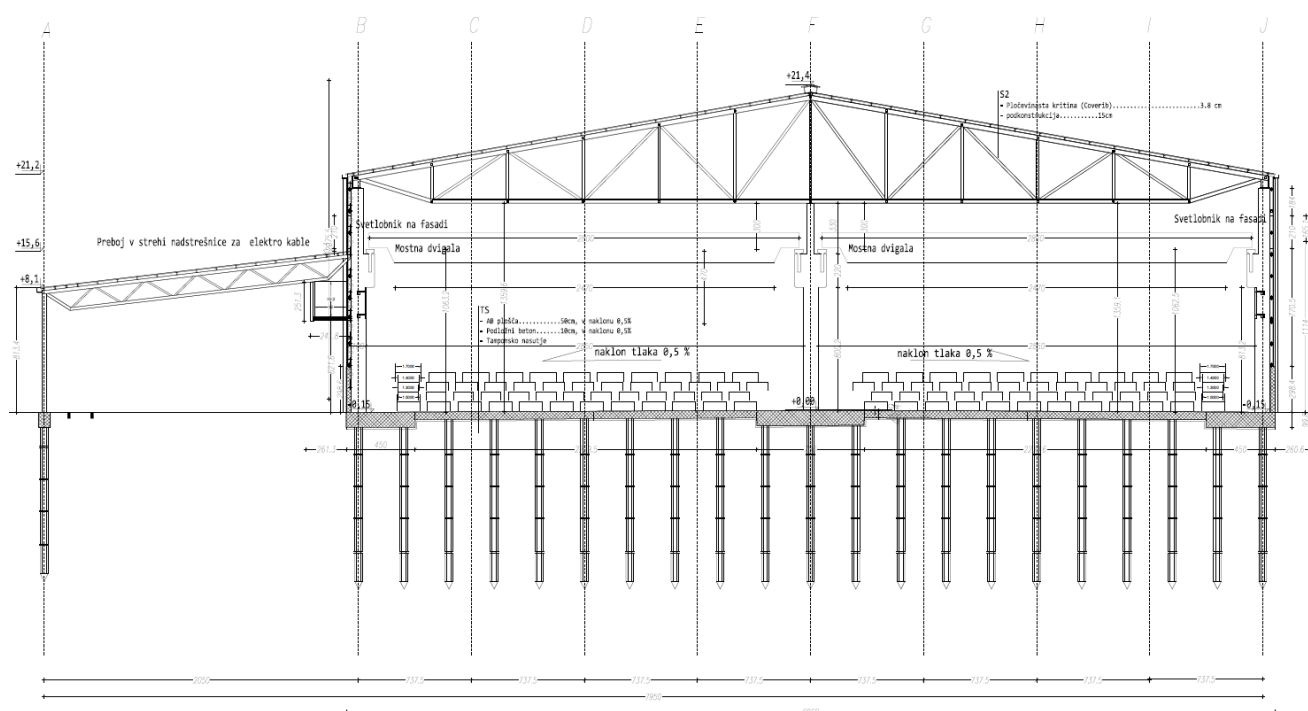


FIGURE 3: CROSS-SECTION OF WAREHOUSE 54

20 CONDITIONS FOR PERFORMANCE OF WORKS

For the procedure that is the object of this order, building permit No. 35402-35/2015-59 was issued on 26/05/2022, enforceable from 26/06/2022.

The contractor must take into account that the work in the port area is special and requires absolute adaptation to the client's primary storage and transshipment activities and shipping traffic in the port. The performance of the works that are the object of this tender represents a disruption in the work process, so it is necessary to adjust and coordinate the works with transshipment.

To the extent that electricity and water are provided to the contractor by the client, all connection and consumption costs are calculated in accordance with the client's valid price list.

All communication related to the construction of the building itself and the obtaining of an operating permit will be conducted in Slovenian.

The tenderer must perform the works with equipment that meets the requirements of the Regulation on the prevention and reduction of particle emissions from construction sites (Uradni list RS 21/11, 197/21 and 44/22 - ZVO-2).

The technology used for the installation of piles must enable noise emissions to be within legally defined limits at a point before the noise reaches the first residential buildings. The client will carry out noise monitoring in accordance with the applicable legislation; in case of exceeded limit values, the contractor must adjust the work. The contractor will not be entitled to an extension of the contract due to adjusting the works to the required noise level.

30 TECHNICAL CAPABILITIES

The necessary technical capabilities (machines and equipment) must be ensured for a high-quality execution of the entire order within the stipulated period, in accordance with the requirements of the tender documentation (Specification of the order), professional rules, as well as regulations and standards from the field concerning this order.

40 CONDITIONS REGARDING STEEL COIL HANDLING EQUIPMENT – General

The warehouse will be equipped with five overhead cranes with suitable grippers for handling steel coils. One spare gripper for steel coils is ordered too, so that there will be a total of six grippers. Four overhead cranes will operate on two parallel longitudinal tracks, with two cranes on each track. A predominant part of the warehouse will be dedicated to fully automated handling of steel coils, these four cranes will operate in automatic mode in this part. Outside the automated part of the warehouse on the west side, it will also be possible to handle the steel coils with the help of a forklift – a so-called "buffer zone". Above this part of the warehouse, these four cranes will operate in manual mode. The fifth crane will operate on one transverse track, exclusively in manual mode.

Automatic transport carts, serving as handover points, will take care of the movement of steel coils between the automatic and manual part of the warehouse on the east side, where the primary handover point will be between the longitudinal overhead cranes and the transverse overhead crane. One transport cart is provided for the movement of steel coils between the north and south half of the warehouse, handover between two longitudinal overhead cranes between one and the other longitudinal track.

Electronic saddles as handover points will be mounted on the west and south sides of the warehouse. On the west side, they will be used to move steel coils between the "buffer zone" and the automated part of the warehouse. A railway track runs on the south side of the warehouse, so the electronic saddles on the south side will be used to hand over steel coils to load wagons and occasionally also to pick up steel coils when unloading containers. Loading onto wagons will take place with the help of a forklift, so these handover points on the south side must allow handling a heavy forklift with a capacity of up to 33 t (appropriate dimensions).

In the automated part of the warehouse, the steel coils will be stacked on dedicated wooden bases; in the "buffer zone", they will be stacked on tires to enable handling with a forklift. Wooden bases shall be supplied by the tenderer; tires are not part of this order and will be provided by the client.

The process of controlling the positioning, takeover, distribution, storage and dispatch of steel coils will be IT-supported and largely automated. When steel coils are taken into storage, they will be manually scanned at the handover points, from there on the "WMS of Warehouse 54" takes over the complete control over the steel coils in the automated part. The "buffer zone" will be completely manually scanned (every movement of cargo). When the steel coils are dispatched from the warehouse, they will be manually scanned when loaded onto the means of transport. Loading/unloading tracks or handover points for means of transport will run transversely to the warehouse. They will be located on the east and west sides of the warehouse.

As part of this order, the supply and installation of the following equipment are planned:

- 5 items of overhead cranes (4 automatic cranes with the option of manual control and one manual crane),
- 6 items of mechanical grippers (of which one is a spare gripper),
- 9 items of transport carts (8 on the east side and one between the longitudinal tracks),
- 24 items of electronic saddles (west side),
- 4 items of electronic saddles for transshipment of wagons (south side),
- 3,300 wooden bases for storage of coils, and
- warehouse IT system.

For an easier understanding of the purpose of each piece of equipment, see chapter h) PLANNED WORK TECHNOLOGY below.

The following documentation must be submitted with the equipment:

- instructions for proper operation and maintenance in English, in three copies - (one copy in electronic form),
- instructions for proper operation and maintenance in Slovenian, in three copies - (one copy in electronic form),
- electrical installation diagrams in English, with main diagrams in Slovenian, in three copies - (one copy in electronic form)
- machine installation scheme in Slovenian, in three copies,
- declarations of conformity (certificates) and certificates of installed material and equipment,
- writings and labels on cranes and equipment in Slovenian,
- catalog of spare parts in Slovenian, in three copies - (one copy in electronic form),
- "CE" declaration of conformity for all equipment,
- writings and programs on the crane screen and on the monitor in Slovenian.

a0 Transport carts

The transport carts will be located on the east side of the warehouse and in the middle of the warehouse between the north and south parts. The east side of the warehouse will be the primary handover point for truck loading. Truck loading takes place during workdays from Monday to Friday. Occasionally, the east side of the warehouse will be used for loading wagons or unloading containers at the same time as external trucks are loaded. During weekends and holidays, when there are no external trucks, the east part of the warehouse will be used for unloading ships. On the east side, 8 transport carts are planned, 4 on each half (longitudinal track). One coil is placed on each transport cart. The transport carts must allow steel coils to be placed oriented in the same way in which they will be stacked in the automated part of the warehouse, which means "eye transversely". One transport cart in the middle of the warehouse will be used for automatic handover of cargo between the north and south parts of the warehouse. For example: to prepare the coils that will be loaded onto the wagons on the south side the next day.

When the truck arrives for loading, the "WMS Warehouse 54" system will transfer the required steel coils to the transport carts, which will automatically bring the coils off the grid into the manual part of the warehouse. There, the transverse overhead crane operator will load them onto the truck and scan them, triggering the withdrawing of the goods from storage. When the ship is being unloaded, the system must also enable the reverse flow of cargo.

Included in the delivery of transport carts are also the delivery and installation of rails and other connections that are necessary for the operation of the cart as well as all fences to ensure safe work (also regarding the safety requirements of automated work). There must be rubber on the storage surface of the cart where the steel coils are placed. In the warehouse, we will handle steel coils up to a weight of 30 tons, so the carrying capacity of all transport carts must be at least 30 tons. The tenderer must design and offer equipment whose pieces will be compatible with each other and will ensure the flow of coils in accordance with the given input data. Transport carts must ensure a safe and at the same time sufficiently fast and reliable movement of the coils so as not to cause a bottleneck.

The positions of individual equipment are shown in the drawing in the PZI, namely in "Floris pritličja – pregledna" file, display no. 101, file "20290-00-PZI-1-101-01-0_tloris pritličja-pregledna.pdf"

Each transport cart must be connected to the Scada control system and equipped with appropriate sensors and light signaling that identifies occupancy (free or occupied) and possible cart malfunctions.

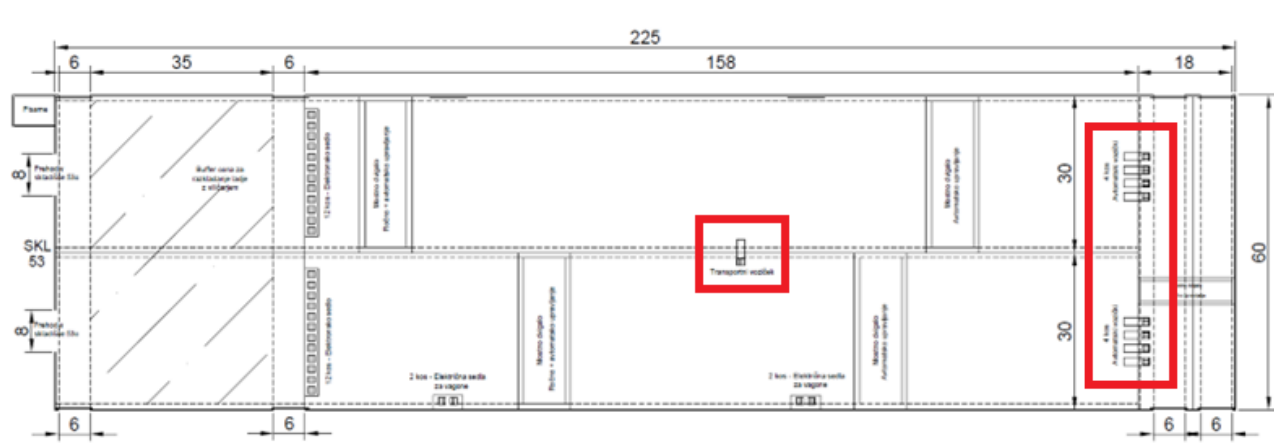


FIGURE 4: PLACEMENT OF TRANSPORT CARTS

Transport carts must be placed on rails. The pictures below show examples of transport carts from other comparable warehouses.



FIGURE 5: EXAMPLE OF TRANSPORT CART 1

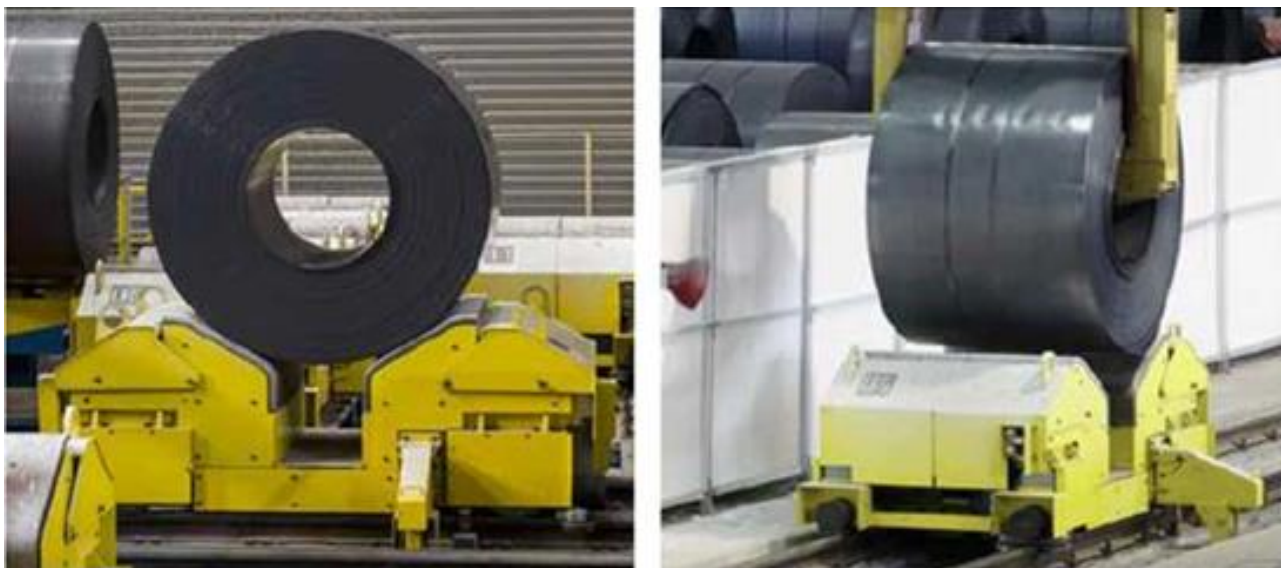


FIGURE 6: EXAMPLE OF TRANSPORT CART 2 (MODULAR COIL SHUTTLE CAR)

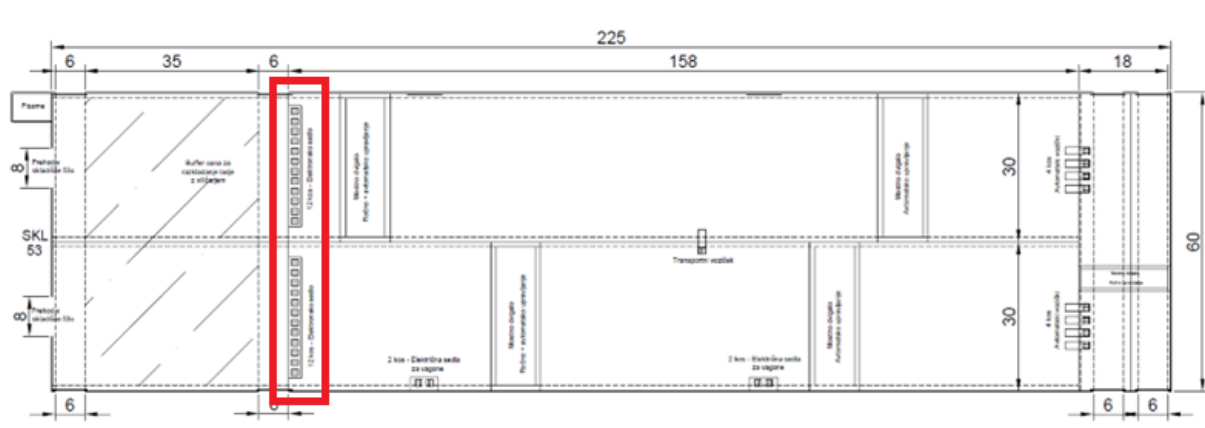
b0 Electronic saddles

Electronic saddles must be made of steel and fixed in the ground. An example of a saddle is shown in the pictures below.

Each electronic saddle must be connected to the Scada control system and equipped with appropriate sensors and light signaling that identifies occupancy (vacant or occupied) and any saddle failures.



FIGURE 7: EXAMPLE OF ELECTRONIC SADDLE 1



the electronic saddles must therefore be physically separated by an appropriate solution (switching fences, barriers, etc.), which must be connected via sensors to the "WMS Warehouse 54" system, which is part of the delivery of electronic saddles. When the fence or gate in front of the saddles is open, the crane has the information that it does not pass over the electronic saddles and thus the use of the forklift is enabled. However, when the fence is closed and the handover saddles are occupied and the steel coils scanned, the crane has the information that it must transfer the coils from the saddles to the automatic part. Electronic saddles must also support reverse load flow.

Coils will be stored in the automated part of the warehouse in the "eye transversely" manner, and in the "buffer zone" they will be stored in the "eye longitudinally" manner. Regarding the latter manner, the coils will also be deposited on the electronic saddles on the west side, so they must be properly oriented to enable the deposition of the coils in the "eye longitudinally" manner. Technically and systemically, it must therefore be arranged that automatic cranes automatically rotate the coils in the appropriate manner after takeover or handover of coils, regardless of the flow of cargo (to/from warehouse).

ii0 Electronic Saddles - South Side

In the south of the building, electronic saddles are planned for taking/handing over steel coils from/into the warehouse. The aforementioned electronic saddles will be used when loading cargo onto wagons and occasionally when emptying containers and handing over coils to the warehouse. Loading onto wagons and emptying of containers will take place with the help of a forklift (**with a ram**), so these handover points on the south side must allow handling the coils with a heavy forklift with a capacity of up to 33 t (adequate dimensions!) and must be properly oriented.

Electronic saddles must be physically separated by an appropriate solution (switching fences, barriers, etc.) to prevent the collision of forklifts and automated cranes and the possibility of access to the automated part of the warehouse, the solution must be connected via sensors to the "WMS Warehouse 54" system, which is part of the supply of electronic saddles.

When determining the placing and dimensions of electronic saddles, it is necessary to take into account the limitations of longitudinal cranes regarding the possibility of placing the cargo at a certain distance from the wall or the edge of the cranes.



FIGURE 10: PLACEMENT OF ELECTRONIC SADDLES ON THE SOUTH SIDE

Model designation	DCG330-12		
Power source	Diesel		
Rated capacity / rated load	kg	33000	
Load center distance	mm	L4	1200
Load distance, center of drive axle to fork	mm	L2	1125
Wheelbase	mm	L3	4750
Track width, front / rear	mm	S	2440 / 2540
Height of mast lowered	mm	H3	4520
Lift height	mm	H4	5000
Height of mast extended	mm	H5	7020
Truck height – EGO / OHG cabin roof	mm	H6	3450
Truck width	mm	B	3430
Truck length (to face of forks)	mm	L	6925
Ground clearance, machine	mm	300	

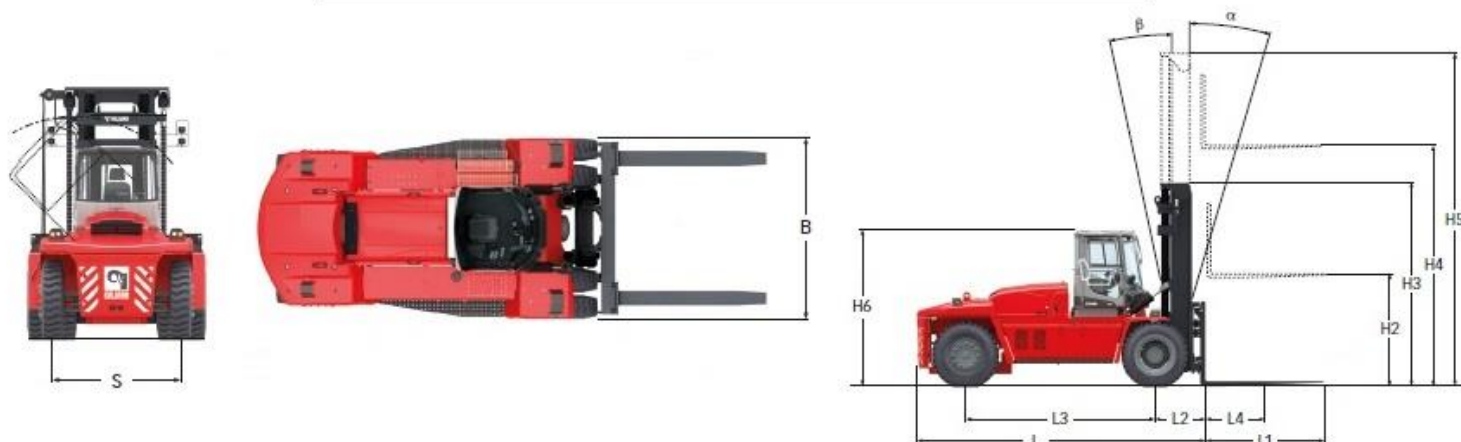


FIGURE 11: DIMENSIONS OF THE FORKLIFT

iii0 Electronic Saddles - North Side

Installation of electronic saddles on the north side is NOT included in this order. However, openings with automatic doors identical to those on the south side are planned. This is left as an option, should the organization of work in the warehouse change in the future and should the need to install electronic saddles in this area arise.



FIGURE 12: THE OPTION OF PLACING ELECTRONIC SADDLES ON THE NORTH SIDE

c0 Wooden bases for storing steel coils

Storage of steel coils in Warehouse 54 must be carried out in a maximum of three heights. Dedicated wooden bases for storing steel coils must ensure their safe storage and stacking. The bases must be made of hard wood and allow the steel wheels to fit sufficiently, so that the cargo is not damaged. They have to carry a large load (suitable bearing capacity of the bases and adaptability according to the different dimensions of the steel coils – coils up to 30 tons in three heights).

When the bases are placed in the warehouse, it must be informationally and technically guaranteed that the "WMS Warehouse 54" system provides the user with the exact position of each individual wooden base via the overhead crane! This must be supported by appropriate light signaling (laser, LED frame, etc.) so that the workers can precisely position each individual wooden base according to the instructions of the system/crane and in this way the rows and distances between the coils are formed as optimally as possible. In the warehouse, the positions of the pads will be adjusted from time to time according to the current needs due to the different dimensions of the steel coils.

Since the wooden bases must be installed by workers, the entire system must have a special function that will ensure the installation of the wooden floors taking into account all safety aspects.



FIGURE 13: EXAMPLE OF WOODEN BASE 1

The figure below shows the **approximate dimensions** of the wooden floors (note: the calculations for the wooden element must take into account the weight of steel coils stored in three heights, for all sizes of steel coils. Regarding the weights of steel coils, see the structural engineer's technical report "pzi" of construction structures). Usually, beech wood is used for bases for sheet metal coils.

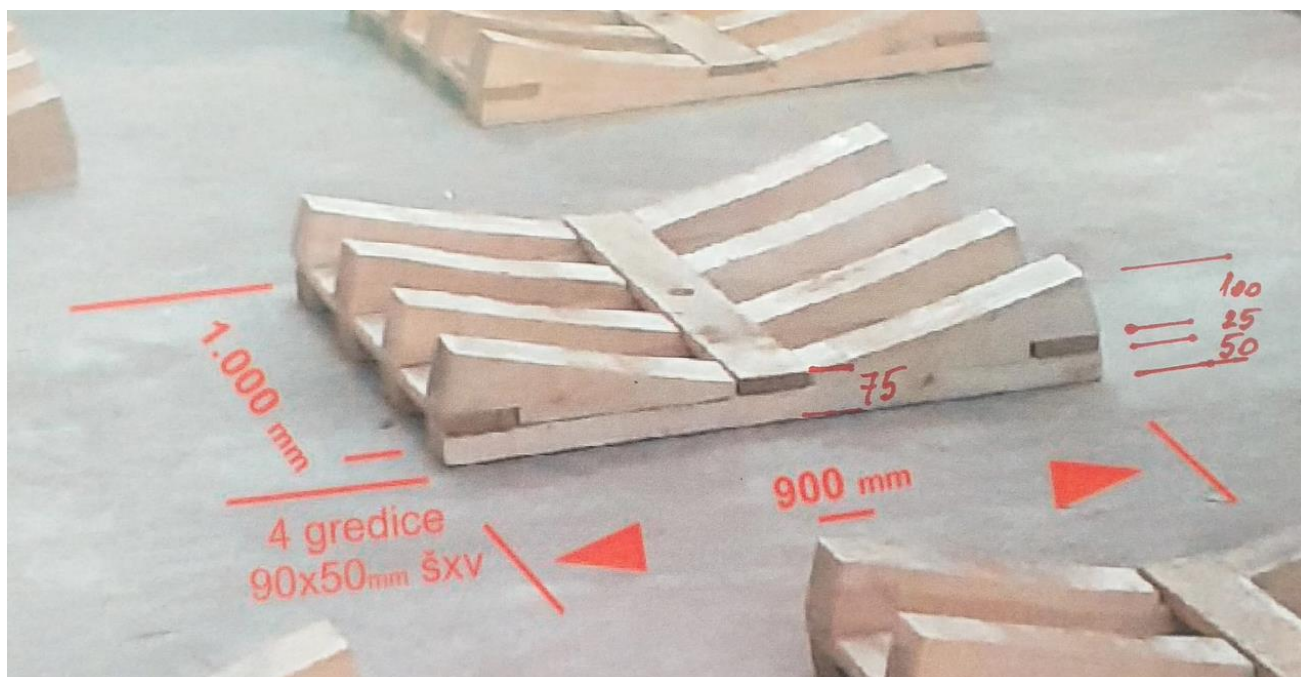


FIGURE 14: WOODEN BASES - DIMENSIONS

The picture below shows the necessary, correct direction of tree rings (growth rings) for the upper elements of the base.

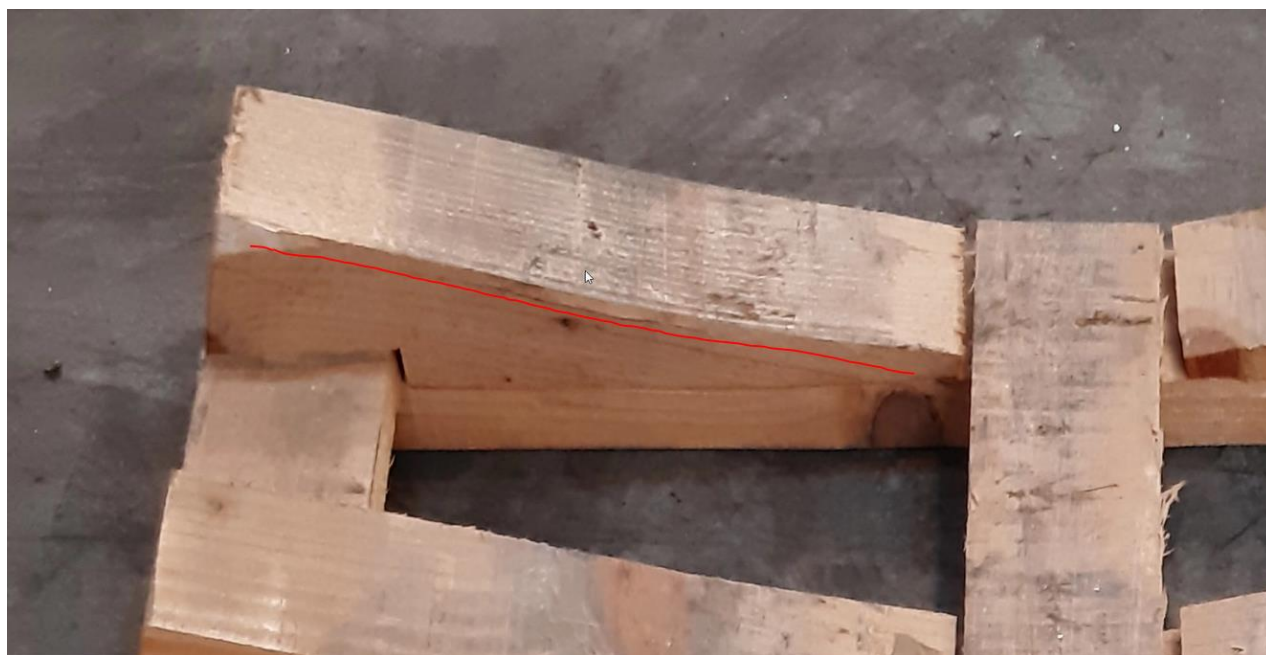


FIGURE 15: WOODEN BASES - DIRECTION OF TREE RINGS

d0 Overhead cranes

The following overhead cranes are planned:

- **4 x span 28 m (load capacity 30 tons)**
- **1 x span 16.2 m (load capacity 30 tons)**

Warehouse 54 will be divided longitudinally into 2 parts. Each compartment will be equipped with two automatic overhead cranes with a load capacity of 30 tons under the gripper, which will operate independently. All four cranes will have a span of 28 meters. In the east part of the warehouse, there will be one transverse overhead crane with a capacity of 30 tons and a span of 16.2 meters. The cranes will provide direct reception or handover of steel coils from/to truck forklifts and handover points. The route of the overhead cranes runs over the entire warehouse (the routes of the longitudinal cranes do not extend into the area of the transverse crane). The cranes will be equipped with dedicated telescopic grippers for transferring steel coils of suitable load capacity. The working height of overhead cranes must be sufficient to handle the storage of three heights of steel coils of the largest dimensions - height 200 cm and length 160 cm (one on top of the other) and the movement of the clamped steel coil in dedicated grippers. Overhead cranes must be manufactured in accordance with applicable European standards.

i0 Four longitudinally mounted overhead cranes**10 General requirements**

- Every crane must be able to operate in automated mode. For manual use, it must be possible to operate the crane via a radio-controlled control device. One spare radio controlled device must also be available.
- The crane must have a Siemens S7 PLC control system or newer.
- The crane must have an interface to access the crane for diagnostic purposes. This interface should display the status of the crane and process-related information such as alarms and events, hook load, etc. This interface is designed to control the crane control system and the operator/maintainer, and assist in the operation of the crane and fault detection. The interface must be installed on the door of one electrical cabinet. In addition, the crane must be able to connect to this interface via remote access.
- The crane must have an anti-sway system, which can be electronic or mechanical. It must be designed to automatically prevent the load from swinging due to the movements of the crane, regardless of the weight of the load or the height of the crane.
- The lifting system of the crane must have a system to prevent rope slack. It must be designed to automatically prevent slack in the rope when the load is lowered.
- The hoist of the crane must be equipped with an overload device. The weighing accuracy range should be a maximum of $\pm 4\%$ of the rated load. Weighing data must be displayed on the radio-controlled control console and on a separate load display mounted on the crane.
- All rail wheels on the hoist and crane must be hardened to a hardness of 45 to 55 HRC. Both the hoist and the crane must have side guide wheels to ensure a smooth and more accurate ride. The rails must be attached to the crane with the Gantrex system or a reasonably similar fastening system.
- The hoist must be powered via a power chain (manufacturer IGUS or equivalent).
- The crane must be powered via the BUS-BAR system.
- The crane communication between the warehouse and the crane must be primarily via industrial communication (e.g. RCOAX cable), and also enable communication via Wi-Fi and 5G network.
- The main electrical equipment must be installed in closed electrical cabinets that are insulated and air-conditioned with two air-conditioning units + condensate evaporators. Access to all electrical cabinets must be easy. All electrical cabinets must be fully assembled and pre-tested at the manufacturer's factory.

- All electric motors must meet all requirements for cranes carrying heavy loads. Electric motors must be robust and reliable, connected to modern control devices. The insulation class of motors is H, and the temperature rise class is F.
- There must be an A/C electro-hydraulic brake thruster on the lifting system. The crane and hoist drive system must have A/C electromagnetic disc brakes. All brakes must be equipped with automatic wear compensation.
- Steel ropes must be selected and calculated according to EN 13001-3-2 2014. Steel wire cable (manufacturer Taufelberger or equivalent) must be used. A 2-point suspension (= 2 independent steel cables) must be used for the lifting system. The steel cables must pass through the two ropewalks on the carrier and terminate at adjustable ends on the hoist.
- The crane must allow steel coils to be loaded onto cargo trailers of external trucks through the roof of the trailer, without opening the sides of the trailer.
- The tenderer must ensure delivery of a package of basic spare and wear parts ("high priority spare parts") upon delivery of the crane and other equipment. The specification of these must be attached to the offer.
- Maintenance:
 - All parts of mechanical and electrical equipment must be designed to be easily accessible from service platforms for lubrication, inspection, maintenance and repair.
 - A centralized lubrication system (with motorized pumps) must be implemented.

20 Technical requirements

TABLE 1: TECHNICAL REQUIREMENTS OF FOUR LONGITUDINAL OVERHEAD CRANES

Description	Requirement
<i>General data:</i>	
Type of crane	Overhead crane intended for transshipment of steel coils
Number of cranes	4 pcs
Temperature range	from -10°C to +45°C
Relative humidity	from 10% to 90%
Area of operation	Closed space (warehouse)
Crane control	Automatic control, radio controlled control
<i>Classification of cranes:</i>	
Standards	FEM 1.003 Edition 3, EN 13001-1, EN 15011
Classification of structures	U7, Q4, A8
<i>Classification of mechanisms</i>	
Crane movement drives	T7, L2, M7
Hoist movement drives	T7, L2, M7
Lifting drives	T7, L2, M7
<i>Structure:</i>	
Type of structure	Double-bracket overhead crane of EOT type
Inter-rail distance	28 m
Track length	212 m
Rail type	A75 or S49
Number of wheels of the hoist	4
Number of crane movement wheels	4 or 8
Maximum permissible static load on the wheels	210 kN
Color of structure	RAL 5017

<i>Crane driving characteristics:</i>	
Crane movement speed	Minimum 130 m/min
Acceleration/deceleration of crane movement	Maximum 6 s
Number of movement drive motors	4
Power of each motor	Minimum 25 kW, Relative operating time (ED) 60%
<i>Features of driving a hoist lift:</i>	
Driving speed of hoist crane	Minimum 60 m/min
Acceleration/deceleration of the hoist crane drive	Maximum 4 s
The number of motors driving the hoist ride	2
The power of each engine	Minimum 17 kW, Relative operating time (ED) 60%
<i>Characteristics of the lifting drive:</i>	
Load capacity on the handle	30 tons
Lifting height	Minimum 7.5 m
Lifting speed with full load	Minimum 20 m/min
Lifting speed with empty gripper	Minimum 35 m/min
Full load acceleration/deceleration	Maximum 3 s
Acceleration/deceleration with an empty grip	Maximum 3 s
Number of crane drive motors	1
Engine power increases	Minimum 160kW, Relative operating time (ED) 60%
Winding the rope	2x2
<i>Crane power supply:</i>	
Type of power supply	3 phase, 400 V, 50 Hz
<i>Gripper:</i>	
Gripper type	Gripper for transshipment of steel coils
Features of the gripper	Gripper for fully automatic operation System for turning the gripper - rotator Enabling vertical orientation of steel coils The gripper must be attached to the bracket Two-point suspension
<i>Other:</i>	
Lubrication system	Centralized lubrication system
Driving	The option of making all movements simultaneously (lifting/lowering, moving the hoist, moving the crane, rotating the gripper)
Energy recovery system	Built-in
Gripper anti-sway system	On (electronic or mechanical system)
System to prevent slack in steel ropes	On
Crane-crane anti-collision system	On
<i>Crane components:</i>	
Electric motors	Manufactured by Siemens or equivalent
Reducers	Manufactured by Flender or equivalent
PLC	Manufactured by Siemens or equivalent
Inverters	Manufactured by Danfoss/Vacon or equivalent
Crane control	Local (mobile control) and remote (from control center)
Sensors	Manufactured by Sick or equivalent

Lighting	LED (light color 4000K, CRI $\geq$ 70, IP65)
Illumination	Min. 300 lux
<i>Spare parts:</i>	
Provision of spare parts	15 years
<i>Warranty and teaching:</i>	
General warranty	Min. 2 years
Teaching the operators	It is carried out for a duration of 15 working days in a time period previously agreed with the client (the teaching performed is a condition for the acceptance of the object of this contract)
Teaching the maintenance crew	It is carried out for a duration of 1 week - electronics, 1 week - mechanics, at a time previously agreed with the client (the teaching performed is a condition for the acceptance of the object of this contract)
Assistance after takeover	Assistance within a period of 1 month after taking over or in the phase of starting to use the equipment in the warehouse, namely, the contractor's expert must be present in the port area and actively participate and assist the client in the start of use
Periodic inspection	The responsible acceptance engineer of the contractor must come to the Port of Koper after 6, 12 and 18 months to inspect the errors and eliminate all deficiencies
<i>Responsiveness:</i>	
Responsiveness	During the warranty period - Monday to Friday from 6:00 a.m. to 9:00 p.m., Saturday from 6:00 a.m. to 1:00 p.m. with a maximum response time of one hour

ii0 Transversally mounted overhead crane

10 General requirements

- The crane must be manually operated with a target positioning system via a radio-controlled control device. One spare radio controlled device must also be available.
- The crane must have a control system manufactured by Siemens type S7 PLC or newer.
- The crane must have an interface to access the crane for diagnostic purposes. This interface should display the status of the crane and process-related information such as alarms and events, hook load, etc. This interface is designed to control the crane control system and the operator/maintainer, and assist in the operation of the crane and fault detection. The interface must be installed on the door of one electrical cabinet. In addition, the crane must be able to connect to this interface via remote access.
- The crane must have an anti-sway system, which can be electronic or mechanical. It must be designed to automatically prevent the load from swinging due to the movements of the crane, regardless of the weight of the load or the height of the crane.
- The lifting system of the crane must have a system to prevent rope slack. It must be designed to automatically prevent slack in the rope when the load is lowered.

- The hoist of the crane must be equipped with an overload device. The weighing accuracy range should be a maximum of $\pm 4\%$ of the rated load. Weighing data must be displayed on the radio-controlled control console and on a separate load display mounted on the crane.
- All track wheels on the hoist and crane must be hardened to a hardness of 45 to 55 HRC. Both the hoist and the crane must have side guide wheels to ensure a smooth and more accurate ride. The rails must be attached to the crane with the Gantrex system or a reasonably similar fastening system.
- The hoist must be powered via a power chain (manufacturer IGUS or equivalent).
- The crane must be powered via the BUS-BAR system.
- Crane communication between the warehouse and the crane must primarily be via industrial communication (e.g. RCOAX cable), and also enable communication via Wi-Fi and 5G network.
- The main electrical equipment must be installed in closed electrical cabinets that are insulated and air-conditioned with two air-conditioning units + condensate evaporators. Access to all electrical cabinets must be easy. All electrical cabinets must be fully assembled and pre-tested at the manufacturer's factory.
- All electric motors must meet all requirements for cranes carrying heavy loads. Electric motors must be robust and reliable, connected to modern control devices. The insulation class of motors is H, and the temperature rise class is F.
- There must be an A/C electro-hydraulic brake thruster on the lifting system. The crane travel system and the hoist shall have A/C electromagnetic disc brakes. All brakes must be equipped with automatic wear compensation.
- Steel cables must be selected and calculated according to the EN 13001-3-2 2014 standard. Steel wire cable (manufactured by Taufelberger or equivalent) must be used. A 2-point suspension (=2 independent steel cables) must be used for the lifting system. The steel cables must pass through the two ropewalks on the carrier and terminate at adjustable ends on the hoist.
- The crane must allow steel coils to be loaded onto cargo trailers of external trucks through the roof of the trailer, without opening the sides of the trailer.
- The tenderer must ensure delivery of a package of basic spare and wear parts ("high priority spare parts") upon delivery of the crane and other equipment. The specification of these must be attached to the offer.
- Maintenance:
 - All parts of mechanical and electrical equipment must be designed to be easily accessible from service platforms for lubrication, inspection, maintenance and repair.
 - A centralized lubrication system (with motorized pumps) must be implemented.

20 Technical requirements

TABLE 2: TECHNICAL REQUIREMENTS OF THE TRANSVERSE (MANUAL) OVERHEAD CRANE

Description	Request
General data:	
Type of crane	Overhead crane intended for transshipment of steel coils
Number of cranes	1 piece
Temperature range	from -10°C to $+45^{\circ}\text{C}$
Relative humidity	from 10% to 90%
Area of operation	Closed space (warehouse)
Crane control	Manual control, radio controlled control
Classification of cranes:	
Standards	FEM 1.003 edition 3, EN 13001-1, EN 15011;
Classification of structures	U7, Q4, A8

Classification of mechanisms	
Crane movement drives	T7, L2, M7
Hoist movement drives	T7, L2, M7
Lifting drives	T7, L2, M7
Structure:	
Type of structure	Double-bracket overhead crane of EOT type
Inter-rail distance	16.2 m
Track length	60 m
Rail type	A75 or S49
Number of wheels of the hoist	4
Number of crane movement wheels	4 or 8
Maximum permissible static load on the wheels	175 kN
Color of structure	RAL 5017
Crane driving characteristics:	
Crane movement speed	Minimum 80 m/min
Acceleration/deceleration of crane movement	Maximum 4 s
Number of movement drive motors	4
Power of each motor	Minimum 17 kW, Relative operating time (ED) 60%
Features of driving a hoist lift:	
Driving speed of hoist crane	Minimum 60 m/min
Acceleration/deceleration of the hoist crane drive	Maximum 4 s
The number of motors driving the hoist ride	2
The power of each engine	Minimum 17 kW, Relative operating time (ED) 60%
Characteristics of the lifting drive:	
Load capacity on the handle	30 tons
Lifting height	Minimum 7.5m
Lifting speed with full load	Minimum 20 m/min
Lifting speed with empty gripper	Minimum 35 m/min
Full load acceleration/deceleration	Maximum 3 s
Acceleration/deceleration with an empty grip	Maximum 3 s
Number of crane drive motors	1
Engine power increases	Minimum 160kW, Relative operating time (ED) 60%
Winding the rope	2x2
Crane power supply:	
Type of power supply	3 phase, 400 V, 50 Hz
Gripper:	
Gripper type	Gripper for transshipment of steel coils
Features of the gripper	Gripper for fully automatic operation System for turning the gripper - rotator Enabling vertical orientation of steel coils The gripper must be attached to the bracket

	Two-point suspension
Other:	
Lubrication system	Centralized lubrication system
Driving	The option of making all movements simultaneously (lifting/lowering, moving the hoist, moving the crane, rotating the gripper)
Energy recovery system	Built-in
Gripper anti-sway system	On (electronic or mechanical system)
System to prevent slack in steel ropes	On
Crane-crane anti-collision system	On
Crane components:	
Electric motors	Manufactured by Siemens or equivalent
Reducers	Manufactured by Flender or equivalent
PLC	Manufactured by Siemens or equivalent
Inverters	Manufactured by Danfoss/Vacon or equivalent
Crane control	Local (mobile control)
Sensors	Manufactured by Sick or equivalent
Lighting	LED (light color 4000K, CRI $\geq$ 70, IP65)
Illumination	Min. 300 lux
Spare parts:	
Provision of spare parts	15 years
Warranty and teaching:	
General warranty	Min. 2 years
Teaching the operators	It is carried out for a duration of 15 working days in a time period previously agreed with the client (the teaching performed is a condition for the acceptance of the object of this contract)
Teaching the maintenance crew	It is carried out for a duration of 1 week - electronics, 1 week - mechanics, at a time previously agreed with the client (the teaching performed is a condition for the acceptance of the object of this contract)
Assistance after takeover	Assistance within a period of 1 month after taking over or in the phase of starting to use the equipment in the warehouse, namely, the contractor's expert must be present in the port area and actively participate and assist the client in the start of use
Periodic inspection	The responsible acceptance engineer of the contractor must come to the Port of Koper after 6, 12 and 18 months to inspect the errors and eliminate all deficiencies
Responsiveness:	
Responsiveness	During the warranty period, Monday to Friday from 6:00 a.m. to 9:00 p.m., Saturday from 6:00 a.m. to 1:00 p.m. with a maximum response time of one hour

e0 Grippers for steel coils

6 grippers with a load capacity of 30 t are ordered (5 for the cranes from the order and one for spare).

All overhead cranes must be equipped with special dedicated telescopic grippers for steel coils. The grippers must be able to be turned (rotator attachment). The rotator must enable loading/unloading of steel coils on/from truck trailers regardless of the direction of the position of the steel coil on the truck. The grippers will be attached via ropes to the steel ropes of the crane. The load capacity of the gripper must be 30 tons. Opening/closing dedicated grippers from 800 – 1,900 mm. Grippers have built-in sensors for proper grip, the gripper handles must be protected with material that prevents damage to sensitive cargo. The grippers have built-in gripper position laser indicators at the bottom of the handles, which will enable the crane operator to position the grippers more easily when manually picking up the steel coil from/to the vehicle.

- Limit switches: Grippers must have limit switches to prevent excessive opening and closing of the gripper. The switches must be connected to the internal control circuit of the tongs. End position signals must be displayed on the interface on the crane.
- Load Sensing: The gripper must have two load sensing limit switches installed. They are activated as soon as the steel coil is lifted from the ground. As soon as a load is detected on the handle, the opening of the handle must be disabled.
- Side plates: The gripper must be equipped with two limit switches that detect whether the gripper is properly closed. These switches are activated when the gripper tongs touch the side of the steel coil.
- Measurement of the width of the steel coil: The measurement of the width of the steel coil must be carried out via an absolute encoder, which must be connected to the crane. Steel coil width measurements are also used to verify that the crane is operating with the correct steel coil.
- Detection of steel discs: An optical sensor must be installed between the tongs, which ensures the detection of the automatic closing of the tongs.
- Rotator limit switch: The limit switch must stop rotation in the left direction when a rotation by approx. -10 degrees is performed. The limit switch must stop the clockwise rotation when a rotation by approx. 270 degrees is performed.
- All grippers must be equipped with hooks (with safety devices), such as the example in the right picture below. The hooks must have the same load capacity as the gripper.

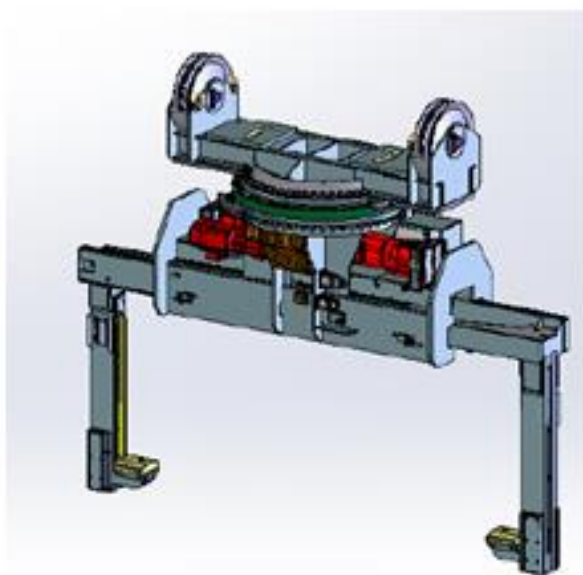


FIGURE 16: EXAMPLE OF GRIPPERS

f0 WAREHOUSE CONTROL SYSTEM (SCADA) AND VISUALIZATION

In the monitoring and control center of the Warehouse 54, the warehouse control system - SCADA must be installed to control the operation of the equipment in the warehouse. The system must basically provide supervision, control, alarming and collection of process data (working hours, cycles, errors, etc. of cranes, carts, sliding doors, sensors, etc.). It should also enable detection and location of potential errors, review of trends and archiving of data. The system must be reachable via remote access, which allows users to monitor and eliminate errors remotely. Supervision must be provided 24 hours a day, 7 days a week.

The capture and visualization of data must enable real-time monitoring and optimization of processes and with the visualization of data analysis - from utilization to productivity and maintenance.

The system must enable:

- that the data is visualized in real time, in a user-friendly way that includes data analysis using various tools such as charts, tables and interactive displays,
- easy and fast access to data and analyses of key indicators,
- that data from different sources can be managed in one place,
- creating reports that are tailored to different needs,
- the possibility of viewing the system via remote access and mobile devices,
- data on humidity and temperature in the warehouse.

g0 INFORMATION TECHNOLOGY

The warehouse system "WMS Warehouse 54" will be part of the comprehensive solution for the automated warehouse 54 provided by the selected solution supplier. In addition to the WMS warehouse system, it will be necessary to provide an interface with back-end systems of the client "WMS MUTOS" and VBS and enable the possibility of subsequent connection with TINO. The "WMS Warehouse 54" computer system will take care of the automated management of the storage of steel coils, the optimal preparation of goods with minimal necessary movements, the management of goods records, it must contain control mechanisms to reduce the possibility of errors during the dispatch of cargo, enable the creation of warehouse documentation and have built-in optimization algorithms for optimal utilization of the storage space or for ensuring high productivity in the storage and withdrawing of goods.

The WMS solution for Warehouse 54 must also support and provide for the use of mobile terminals (the Port of Koper uses terminals manufactured by Zebra, model TC58) for the needs of work in the "buffer" zones of warehouse 54 and other transfer points and these must be connected and communicate with the "WMS Warehouse 54" system. These terminals are readers of different types of barcodes (including QR codes) for reading steel coils in the receiving and issuing process and internal movement of goods (within Warehouse 54) and will generally work on the LTE/5G network. The client's portable terminals work both on LTE/5G and on the Wi-Fi network, occasionally also in offline mode (in case of a bad/weakened signal, which in practice is a common phenomenon inside warehouses - reflections).

At the moment, we only foresee the need for portable terminals for:

- scanning of coils during the process of pairing the coil with an electronic saddle/cart, i.e. when moving to the automated warehouse, and
- dispatching goods by trucks or wagons.

Portable devices will be provided by the Port of Koper, and the tenderer must provide the appropriate software for these terminals as stated above.

The storage system must provide:

- automated storage management of steel coils,

- automated preparation of goods from stock to the delivery point based on the order,
- automated keeping of goods records,
- the option of connection to the TinO information system,
- connection to the external truck announcement system VBS, from which it receives information about announced truck entries and actual entry into the port of Koper (approximately 10 minutes before arrival at warehouse 54),
- connection with the "WMS MUTOS" barcode module for the traceability of coils already in use in other warehouses of the port ("WMS MUTOS") and to support the process of movement of goods between these warehouses (as input or issue of material from/to "other warehouses" of the Port of Koper),
- the communication of the "WMS Warehouse 54" system with portable terminals (code readers - code readings of steel coils, saddles, etc.) when receiving steel coils at the warehouse or when shipping steel coils, where the tenderer also provides dedicated software that works on portable terminals,
- planning of the storage of steel coils with the possibility of automatic optimization of the storage space (taking into account the operational plan of the warehouse) in different phases (before taking over, during interruptions of operations, preparation for truck/wagon dispatch, "housekeeping") - graphically as well, if possible,
- identification of coils with barcode and QR code when receiving goods,
- management of loading and unloading points for trucks (for trucks that have entered the area of the port of Koper, the "WMS Warehouse 54" system assigns a loading position within Warehouse 54, the user with rights can also change the assigned position),
- sorting of steel coils in the warehouse by type (in connection with saddles or storage zones - related to the different sizes of coils, the "Warehouse WMS 54" must be able to sort them within the warehouse, and it must also allow the warehouse to have several different zones (depending on the size of the coils),
- automatic determination of the positions of steel coils (micropositions) in the warehouse,
- several different ways of working in the warehouse: work with longitudinal overhead cranes, work with transverse overhead crane, work with a forklift and work with a loading device,
- parameterized setting of the barcode/QR code recognition mode (pre-notifications with fewer ID digits than the actual barcode readings). Example from practice: the scanner reading is 16022057011001, while in AVIZ the data is 02205701.
- creation of a storage plan based on notifications (input and output) with the possibility of print-out and visualization,
- storage of all types of steel coils, automatic allocation of zones/areas of operation of each overhead crane according to the planned/anticipated number of work operations or prioritization of certain operations (by customer, by type of means of transport, etc.),
- the option of preparing goods by position, by ident, by barcode/QR code, by serial number, by batch, by certain characteristics, the option of assigning tasks to different working resources, prioritizing shipments, taking into account commission routes when loading trucks, etc.; => automated on-line warehousing operations using a system of barcodes or QR codes (or optionally RFID) tags with several possible ways of managing the warehousing process according to the type of transaction (by quality: LIFO, LMFO, FIFO or according to cargo ID), the customer and other parameters,
- constant optimization of storage space by taking into account the proximity of frequent materials based on predicative logic and announcements of goods inputs/outputs,
- stock monitoring according to different types and properties of the material, as well as according to the owner and/or customer of the goods and the option of introducing online services/APIs for integration with other systems (reporting of incoming/outgoing movements of packages to the back-end system, e.g. "WMS MUTOS", and/or information about a specific loading point for trucks, e.g. with the VBS system),

- automated data transfer to portable readers for a previously prepared list of coils or material positions for efficient receipt or issue of goods,
- various statistical analyzes and reports regarding operations in a certain period of time (by materials/idents, by pallets, by dispatches, utilization of dispatches according to vehicle capacity, customer, business, etc.),
- various statistical analyses and reports regarding the reliability and availability of system operation (stoppages, errors, warehouse utilization, delivery efficiency, etc.),
- safe and user-friendly use of the application and the system,
- the option of entering notes (preferably from the code book) ,
- sending a storing/withdrawing message to the "WMS MUTOS" back-end system after completed loading/unloading operations of vehicles or containers,
- it must be possible to visualize the automated part of the storage space with the occupation of positions.

i0 Process and connections

10 System connections

The systems to which the "WMS Warehouse 54" system would be connected are:

- a) "WMS MUTOS": It is the storage system of Port of Koper for the storage of goods equipped with barcodes and QR codes. It is also capable of creating barcodes if they are missing or damaged. Customers will also have access to this system (various reports, inventory, etc.). This system is connected to the TINO system. The integration of the new "WMS Warehouse 54" system with "WMS MUTOS" should support the following exchange:
 - a. Announcement of incoming goods
 - b. Announcement of goods departure
 - c. storing of goods in an automated warehouse (putting the goods in storage)
 - d. withdrawal of goods from the automated warehouse
- b) VBS (Vehicle Booking System): It is a system for truck notifications. Subscribers of port services within the system notify the arrival of trucks for loading or unloading goods, the terminal for general cargo (organizational unit of Luka Koper d.d., hereinafter also referred to as PC GT) confirms or rejects the notifications. Trucks are currently scheduled on PC GT per shift, but the system can easily be set to smaller (e.g. 1-hour) time windows. Information from the VBS system is used by the new "Warehouse WMS 54" system in the management of the warehouse to optimize the storage space, if, of course, the VBS notification can be provided quickly enough. It should support the integration of the new "WMS Warehouse 54" system with VBS following exchange:
 - a. Notification of the entrance of the truck for unloading
 - b. Notification of the entrance of the truck for loading
 - c. "WMS Warehouse 54" informs which lane the truck is sent to for loading/unloading when registering the truck upon entering the port of Koper
- c) TINO: It is the central information system of the Port of Koper, also approved by FURS for keeping goods records within the port's duty-free zone, it is also used for accounting for port services. The direct connection of the new "WMS Warehouse 54" system with the TINO system is currently not necessary, the need for connection from ship notifications and train notifications could arise later. As noted, TINO is already connected to "WMS MUTOS".

Example of barcode and QR code labels affixed to the faces of steel coils. At present, the vast majority of scanning takes place via barcodes, while a smaller proportion of steel coils are exclusively scanned using a QR code.



FIGURE 17: EXAMPLE OF BAR CODES AND QR CODES

The picture below shows where the labels on the steel coils are located. Each steel coil is usually equipped with three labels. Labels are located on both faces and one inside the steel coil.



FIGURE 18: LOCATION OF LABELS ON STEEL COILS

20 System process

The process that the system should cover is as follows:

- A. UNLOADING FROM SHIP / WAGONS / TRUCKS / CONTAINERS (storage process)
- a. We receive two documents from the client of the port service, namely the ADVICE NOTE (notification of the arrival of goods with technical specifications) and the DISPOSITION (official document for a transaction with Luka Koper d.d.). Until the automated warehouse is built, these two documents will be unified, i.e. the new "WMS Warehouse 54" system will receive an UNLOADING ORDER from the "WMS MUTOS" system.
 - b. Based on the plan, the "WMS MUTOS" system will send the agreed data to the "WMS Warehouse 54" system.
 - c. The "WMS Warehouse 54" system must follow the basic principles of stacking steel coils, i.e. heavier at the bottom / lighter at the top.
 - d. The "Warehouse WMS 54" system must continuously optimize the warehouse in a way that ensures the maximum storage capacity according to the different dimensions of the coils and other constraints, such as:
 - Certain steel coils have a storage limit in several levels (no other coils may be stored on top of them), which the customer will indicate in the ADVICE NOTE.
 - Certain coils are part of the priority treatment for shipping, which the customer will indicate in the ADVICE NOTE. These coils will be shipped out of storage in a very short time and should be stored accordingly.
 - e. Scanning the damage on coils in ship warehouse (we are currently working with our "WMS MUTOS" system using portable devices and this part will remain in the domain of our "WMS MUTOS" system).
 - f. Unloading coils from the ship onto internal tugs (2-5 coils per tug)
 - g. The "Warehouse WMS 54" system will predict handover points based on the received data and restrictions and will enable the output of the ship's unloading plan by handover points.
 - h. In the warehouse 54, the "WMS warehouse 54" system, based on the reading of the barcode or QR code and the electronic saddle or transport cart, will pick up the steel coil and place it in the optimal position in the warehouse, taking into account the previously mentioned edge cases (priority, prohibition of stacking in height, dimension, etc.).
 - i. After each taking of goods into storage, the system sends a storing confirmation with its microlocation in the agreed format for the purposes of keeping goods records to the back-end system (in "WMS MUTOS").
- B. LOADING ONTO TRUCKS / WAGONS / CONTAINERS (process of withdrawal from storage)
- a. We receive two documents from the customer of our port services, namely the ADVICE NOTE (announcement of departure of goods) and the outgoing DISPOSITION (official document for a transaction with Luka Koper d.d.). Based on the accepted disposition, the new "WMS Warehouse 54" system will receive a LOADING ORDER (from "WMS MUTOS").
 - b. Based on announcements of truck arrivals via the VBS system, the new "WMS Warehouse 54" system will receive information on the expected arrivals of trucks for loading coils, to the extent that this would be useful in improving the operation of the automated warehouse and from the point of view of the possible allocation of trucks to loading positions (4 truck loading lines / 8 loading positions per truck).
 - c. When the external truck arrives at the warehouse, it registers at the receiving office and the truck is sent to a queue in front of a specific warehouse (in this case, in front of a specific loading point). It is assumed that the loading position is determined by the "Warehouse WMS 54" system based on the position of the steel coil in the warehouse.

- d. The "WMS Warehouse 54" system prepares steel coils for loading (trucks, wagons, ships) to specific transfer points. This can also take place outside the warehouse's regular working hours as part of the "housekeeping" process and the received ADVICE NOTE.
 - e. "WMS Warehouse 54" system, in accordance with the queue of trucks and the occupancy of the handover places, transfers the steel coils to the appropriate transport carts or electronic saddles, from where they are picked up by an overhead crane in manual mode or by a forklift and loaded onto a means of transport.
 - f. During loading, the truck plate is visually checked (in the case of wagons, the wagon number; in the case of containers, the container number); if necessary, the number is entered/corrected (since the advice note can only include a generic registration plate or a generic wagon number), the steel coils are scanned with a portable terminal, and so a withdrawal from storage is performed.
 - g. After each withdrawal from storage, the system sends a confirmation of withdrawal in the agreed format for the purposes of maintaining goods records to the back-end system (in "WMS MUTOS").
- C. INTERNAL HANDLING ("housekeeping", movements between warehouses, additional works, etc.)
- a. Movements between warehouses for the purpose of carrying out additional works or optimizing warehouse space (data exchange between "WMS MUTOS" and "WMS Warehouse 54").
 - b. Preparation of goods for dispatch within the warehouse (movement of stocked coils, optimization of position to speed up dispatch)
 - c. Even for certain internal handling (which we will agree on), a message is sent in the agreed format for the needs of keeping goods records or billing to the back-end system (in "WMS MUTOS").

(!) As such, the **new** "WMS Warehouse 54" system must also support reverse flow, even if this is not currently the case. Should a business need arise, the arrival of the coils with wagons/trucks/containers to this warehouse and dispatch by ship is also foreseen.

Generic APIs or integrations with back-end systems are planned ("WMS MUTOS" and VBS, and the option of subsequent connection also with the TINO system - ships, wagons). As described, 2 connections and 7 messages are planned, as defined above.

On the basis of "WMS MUTOS" integration with the new "WMS Warehouse 54" system at the level of coil movements (entering and exiting the automated part of the warehouse), we would also cover the requirement to monitor the stock for customers/goods owners through the back-end system "WMS MUTOS".

30 Support and maintenance

The regular working hours of the warehouse are between 6:00 a.m. and 9:00 p.m. from Monday to Friday and on Saturdays from 6:00 a.m. to 1:00 p.m.

"WMS Warehouse 54" system is supposed to perform "housekeeping" / preparation of the warehouse for the dispatch and receipt of new goods at night with some built-in business logic (which must be part of the new "WMS Warehouse 54") system, but we estimate that these cases can be taken care of with the help of certain alarms, etc., in case of problems when "housekeeping" is performed, and with predefined/agreed on problem solving protocols. Regarding this point, the system must work smoothly at all times.

Also included in this order is the maintenance of the "WMS Warehouse 54" system for a period of 10 years from the takeover of the system, in accordance with the contract. System maintenance includes the implementation of regular system upgrades, security updates of the system as a whole, elimination of software errors (bugs) and installation of corrections to all components of the information system, administration of users on the system, application administration of the system, maintenance of interfaces with the client's information systems, implementation of generational upgrades, implementation of updates of external libraries and administration of the "WMS Warehouse 54" database, to ensure and maintain the agreed level of service (the so-called Service Level Agreement - SLA).

Regarding this point, we request support in the period Monday to Friday from 6:00 a.m. to 9:00 p.m., Saturday from 6:00 a.m. to 1:00 p.m. with a response time for error correction of a maximum of one hour.

40 Other

For the implementation of the "WMS Warehouse 54" system, the Port of Koper will provide server infrastructure in HA mode (high availability of the system, two locations, preferably both at the application and base level) operating in accordance with the technical specification of the tenderer. The tenderer installs all the necessary software, including the database, on the server infrastructure and maintains it as written.

Terminology:

1. Micropositions – these indicate the position of the cargo in the warehouse; in automated warehouses, it is usually an x,y,z position relative to the starting point; in ordinary warehouses, it is the position on a drawn/defined grid.
2. Parameterization of barcodes and QR codes. Certain clients of port services send declarations of goods (advice notes) with abbreviated barcodes (cut off either the first few numbers or the last few numbers). Therefore, the "WMS Warehouse 54" system must be able to process or read such notifications appropriately. Namely, the scanner will detect the barcode in its entirety and if the notification is not in 1:1 correspondence with the reading, it will not be adequate and the system will report an error. Therefore, the "WMS Warehouse 54" system must be able to set such specifics by customer/goods owner/manufacturer.

All activities outside the warehouse (routing the trucks, scanning in the ship warehouse or under the ship's cranes, identification of damage, etc.) will be carried out with the client's other systems.

As part of the handover process, the tenderer must provide technical and substantive training for future users of the "WMS Warehouse 54" system.

The "WMS Warehouse 54" system must also enable the output (printout) of the work plan by handover points.

The client has visited a comparable warehouse for steel coils in Liverpool in the past, where the information system was established by the Canadian company CareGo with its partners.

h0 PLANNED WORK TECHNOLOGY

Warehouse 54 will be divided into the following sections:

- **A fully automated part of the warehouse**, where all operations will take place completely automatically.
- **"Buffer zone"**, where cargo handling will be carried out with a forklift or an overhead crane in manual mode and all steel coils will be manually scanned.
- **Handover stations** – On the east, west and south parts of the warehouse, where steel coils will be received into the warehouse or dispatched from the warehouse.
- Office, or control and monitoring center – Warehouse management, truck reception, reception/dispatch planning.

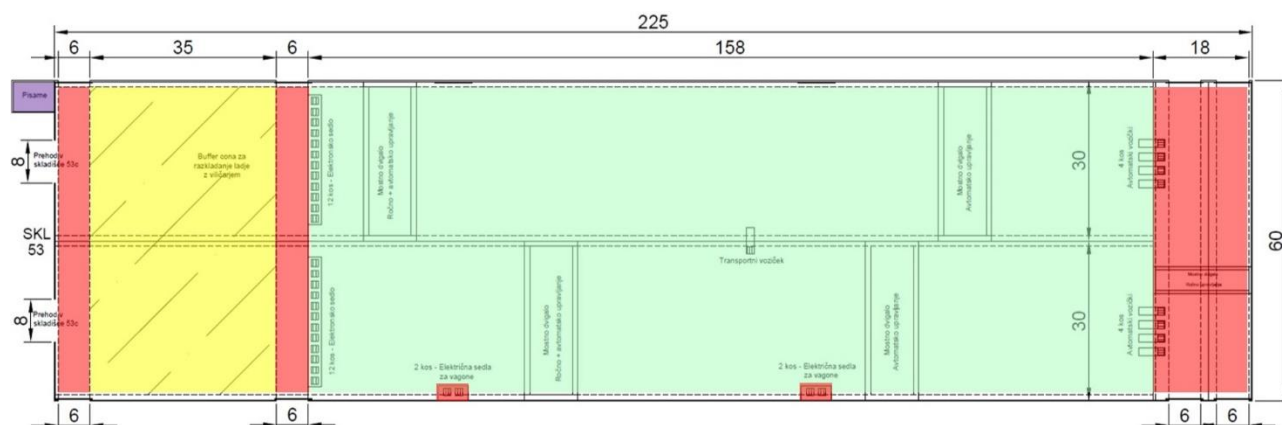


FIGURE 19: COMPARTMENTS OF WAREHOUSE 54

In the automated part of the warehouse, the steel coils will be stored in longitudinal rows in the "eye transversely" manner. In the "buffer zone" they will be stored in transverse rows or in the "eye longitudinally" manner, so that it will be possible to manipulate the steel coils with a forklift. When handing steel coils between the automated work and the "buffer zone" and vice versa, it is required to rotate the steel coil by 90° and to set the electronic saddles accordingly.

Steel coils are of different weights and dimensions. Roughly, the dimensions and weights could be divided according to the share of transshipment as follows:

TABLE 3: APPROXIMATE DIMENSIONS AND WEIGHTS OF STEEL COILS

Weight	Length	Diameter	Share of transshipment
6-12 t	1.0 – 1.4 m	1.1 – 1.3 m	40%
6-12 t	1.4 – 1.7 m	1.4 – 1.5 m	30%
13-23 t	1.0 – 1.4 m	1.9 – 2.1 m	20%
24-30 t	1.3 – 1.5 m	1.7 – 2.1 m	10%

The steel coils will be stacked in up to three heights in the automated section. At the same time, the "WMS Warehouse 54" system must follow the basic principles of stacking steel coils during operations, so that the heavier coils are at the bottom and the lighter ones are at the top, in order to avoid deformation of the steel coils. Sometimes it happens that we transship steel coils which MUST NOT be stacked in several heights, the system must allow the entry and consideration of such restrictions. In the "Buffer zone", the steel coils will be stacked in one, two or three heights, depending on the current needs and the occupancy of the storage capacities. "WMS Warehouse 54" system must take into account the width of the steel coils themselves in order to make the best possible use of the storage space and, as a result, to create as many rows as possible. The latter must be achieved in such a way that the shorter steel coils are stored together in a row, and the longer steel coils stay together. Barring exceptional cases, it must not

happen that shorter and longer coils are stored in the same row, because in this way the storage space is not optimally utilized.



FIGURE 20: SHOWING THE CORRECT FORMATION OF ROWS OF STEEL COILS

We currently handle steel coils in the following ways, in the order below, or in transshipment flow:

1. Storage of steel coils (putting coils into storage)
 - Relation **ship - warehouse** (approx. 95% of cargo)
 - Relation **container - warehouse** (approx. 5% of cargo)
2. Preparation of steel coils for dispatch
 - **Systematic preparation of goods** - the warehouse must ensure an automated process of preparing coils that are planned for dispatch the next day (by truck or wagon) - so-called "housekeeping".
3. Withdrawal of steel coils from storage
 - Relation **warehouse - truck** (approx. 75% of cargo)
 - Relation **warehouse - wagon** (approx. 25% of the load)

The new system must also support the reverse flow of cargo! There is a possibility that in the future, orders to unload steel coils from trucks and wagons into the warehouse and to load them onto ships or into containers will be obtained ("stuffing").

In Warehouse 54, the work will be managed and controlled from the office of the storage managers or from the control and monitoring center. The entire management of Warehouse 54 will be done from the office (management of storage of steel coils, control of movements, reception of external trucks, organization of dispatch for the next day ...). The offices will be located in the east section of Warehouse 53C.

At the General Cargo terminal, which will be the user of the warehouse, they are currently operating in two shifts. The first shift is from 6:00 a.m. to 1:15 p.m., Monday through Saturday. The second shift is from 2:00 p.m. to 9:15 p.m., Monday to Friday. On Saturdays, we therefore do not operate in the 2nd shift. From time to time, we operate on overtime at the request of customers. Overtime includes work in the 3rd shift from Monday to Friday, work in the 2nd shift on Saturdays and work on Sundays and holidays.

TABLE 4: WORKING HOURS OF PC GT

Day	1 st Shift	2 nd Shift	3 rd Shift
Mon. – Fr.	6:00 a.m. – 1:15 p.m.	2:00 p.m. – 9:15 p.m.	"Overtime"
Saturday	6:00 a.m. – 1:30 p.m.	"Overtime"	-

	p.m		
Sunday	"Overtime"	"Overtime"	-
Holidays	"Overtime"	"Overtime"	-

i0 Storage of steel coils (putting coils into storage) - Unloading the ship

The transportation of steel coils from the shore to the warehouse is generally carried out with three terminal tugs with a capacity of up to 65 tons per each ship group. 5 smaller steel coils (5-12 t), 3 medium coils (13-20 t) or 2 larger coils (21-30 t) are loaded on each tug. Usually, the ship is unloaded with one or two ship groups per shift.

Annually, approx. 40 ships arrive with steel coils. We unload each ship for about 2-3 days, which means we unload ships on average 8 days a month.

10 East side

On the east side of the warehouse, we will unload the terminal tugs with a transverse manual overhead crane and place the steel coils on transport carts. When a steel coil is placed on the transport cart, it will be scanned, as well as the corresponding transport cart. This action will ensure the identification of the steel coil, and from this moment on, all further operations related to the "steel coil" will be taken over by the "Warehouse WMS 54" system. This means, first of all, the movement of the transport cart with the steel coil into the automated part of the warehouse, putting the coil into storage, possible movements, preparation for dispatch, dispatch, etc.

The handover places on the east side will be used for unloading the ship especially on days when there is no truck dispatch (weekends and holidays). However, in this part of the warehouse, outside of the "rush hour" period, when only a small number of external trucks are being loaded, there will be situations where terminal tugs will alternately unload, which will bring steel coils from the ship or unload containers and at the same time load external trucks. The system must therefore be properly designed to enable such a combined way of working.

20 West side

On the west side of the warehouse, the system must enable several scenarios, namely:

- **Loading coils with an overhead crane (manual mode) on electronic saddles.** This mode of work will take place when transferring steel coils from the "buffer zone" to the automated part of the warehouse after the completion of ship unloading, and also during the direct unloading of the terminal tugs with the overhead crane in manual mode. The latter method of work will come into play in the case when, due to the lack of space in the "buffer zone", operation of the forklift will not be possible.

In doing so, the steel coils and associated electronic saddles will be scanned to ensure identification of the steel coils. The crane will then switch from manual mode to automatic mode (or the coil will be picked up by another crane on the track that will be in automatic mode) and from here the automation will take care of transferring the coils to the automated warehouse area. While the automatic crane will transfer the coils to the automated area, e.g. in the north part of the warehouse, the coils will be placed on the electronic saddles in the south part with a crane in manual mode. Alternating or continuous transfer of coils from the "buffer zone" to the automated part must be ensured. When the crane in the west section is operating in manual mode, it must be programmed so that another crane does not enter the operating zone of the crane in manual mode. However, when the crane is operating in automatic mode, it must be ensured that both cranes transfer the steel coils to the automated part. This must be

ensured in such a way that the west crane without load first moves over the "buffer zone" and waits for the east crane to pick up the steel coil and start transferring it to the automated section. Then, the steel disc on the adjacent electronic saddle is picked up by the west crane and transferred to the automated part.

- **Putting coils directly onto electronic saddles by forklift.** In this case, the system and design of the warehouse itself on the west side must also be arranged in such a way that the forklift can place the coil directly on the electronic saddle. The forklift will unload the coils directly from the trailer of the terminal tug onto the electronic fifth wheel. When, for example, the forklift filled all the electronic saddles on the north side or track and all steel coils and associated electronic saddles will be scanned, the automatic crane will start transferring the coils to the automated part of the warehouse. The forklift will then continue unloading the coils onto the electronic saddles on the south side. After it has filled all the electronic saddles on the south side and the automatic crane may not have finished transferring the steel coils on the north side, the forklift will stack the coils in the "buffer zone" during this time. In this way of working, after the completion of the ship, far fewer steel coils will be stored in the "buffer zone" than otherwise, and fewer subsequent moves to the automated section will be required. The part between the "buffer zone" and the electronic saddles must therefore be physically separated by an appropriate solution (e.g. switching fences, barriers, etc.), which must have appropriate signaling and must be connected to the "WMS Warehouse 54" system via sensors. When, for example, the fence or gate in front of the saddles is open, the crane has the information that it does not pass over the electronic saddles and thus the use of the forklift is enabled. But when, for example, the fence or barrier is closed, the electronic saddles are occupied and the steel coils scanned, the crane has the information that it must transfer the coils from the electronic saddles to the automatic part. Even in this case, the system must be designed in such a way that both cranes can alternately pick up the steel coils and transfer them to the automated part at the same time.

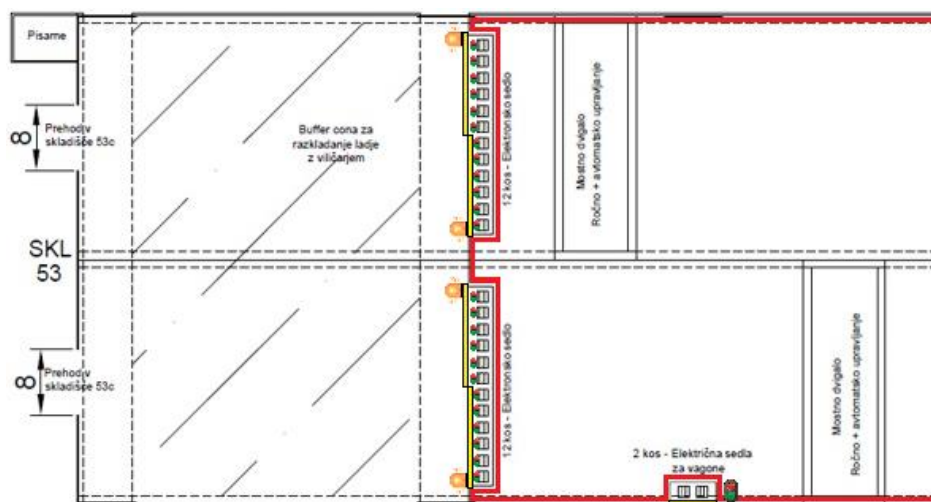


FIGURE 21: EXAMPLE OF THE SAFETY ASPECT OF ELECTRONIC SADDLES ON THE WEST SIDE

ii0 Storage of steel coils (putting coils into storage) - Unloading of containers

Containers will be delivered in front of Warehouses no. 50 and 51 and to the east front of Warehouse 54, as indicated in the figure below. From there, they will be transported by forklifts to the warehouse, where they will be transferred to the automated part of the warehouse via handover stations. Based on the planned organization of work for the next day, the storage

manager will determine the location of the delivery of the containers and also the handover point that will be closest to the containers. According to the latter, steel coils will be able to be put into storage either through the east part of the warehouse or through the west part of the warehouse, and in certain cases also through the south part.

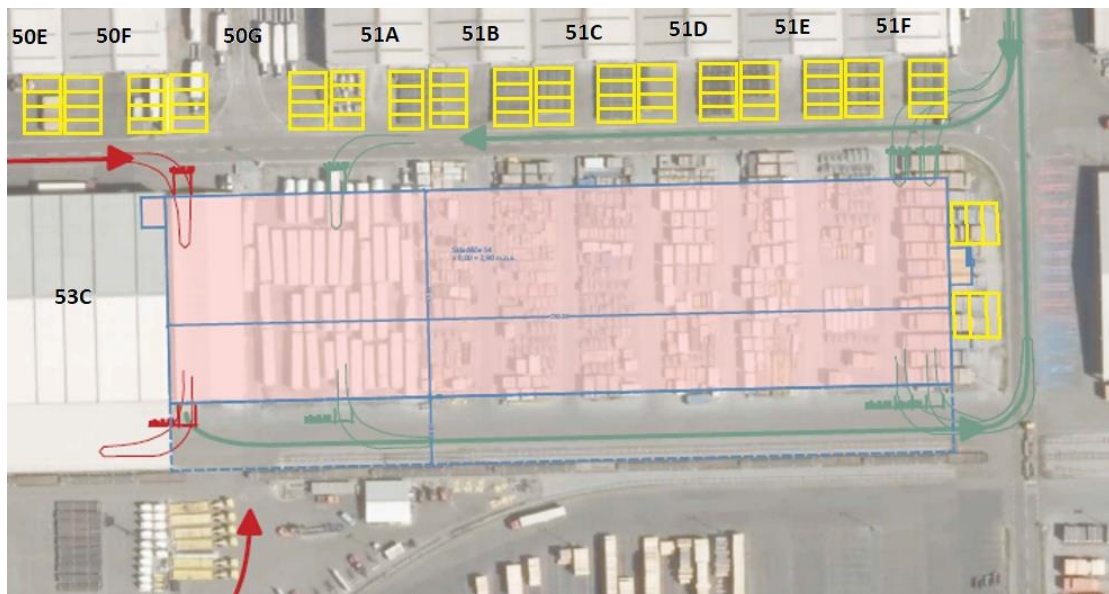
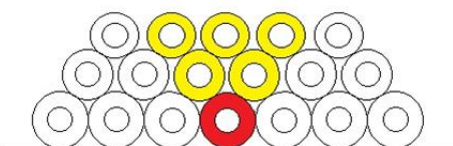


FIGURE 22: LOCATIONS WHERE UNLOADING CONTAINERS IS POSSIBLE (CONTAINERS ARE SHOWN IN YELLOW)

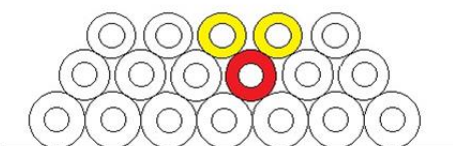
iii0 Systematic preparation of goods and optimization of storage space - "housekeeping"

The preparation of steel coils for shipment the next day will be one of the most important tasks of Warehouse 54. The latter must be a fully automated process, which, based on the input of data on the required steel coils and the warehouse manager's plan, carries out the preparation of the coils at the required location with the aim of significantly we quickly open the cargo or loading external trucks and wagons. During the week, preparation or "housekeeping" will generally be carried out at night after the end of the 2nd shift until the start of the 1st shift the next day or from 21:15 to 06:00. On Saturdays, if the ship is not unloaded, "housekeeping" will be carried out already in the first shift.

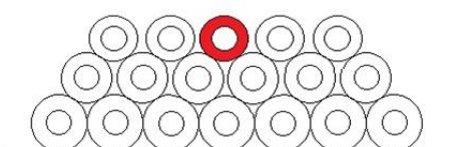
1. VIŠINA = 6 PREMIKOV



2. VIŠINA = 3 PREMIKI



3. VIŠINA = 1 PREMIK



In most warehouses, steel coils will be stacked in three heights; only larger/heavier steel coils, which are in smaller numbers, will be stacked in two heights. The system must be optimized in such a way that it performs the preparation of steel coils with as few movements as possible.

The "WMS Warehouse 54" system must contain a graphic display of all stored steel coils and a user-friendly interface. On the basis of the received ADVICE NOTE (goods departure announcement) from the customer, either for the loading of trucks or wagons, the system must be able, after entering this data, to graphically display all the microlocations of the steel coils at once and allow the storage manager to quickly and easily enter the shipment plan for the next day instructions to the system as to which transponder points it should move the steel

coils to. It must also be possible to distribute the steel coils to several different handover locations. The system must enable efficient preparation of goods for shipment by minimizing unproductive movements.

"Housekeeping" will not only be carried out to prepare the steel coils for shipment, but also to optimize the storage space - for example, before the arrival of a ship. Namely, before the arrival of a ship, the distribution of steel coils in the warehouse is usually very uneven due to completely random dispatching. There will be situations when in most rows there will only be smaller steel coils in the first height, and on the incoming ship there will be many heavy coils, which of course cannot be stored on smaller coils. The "Warehouse WMS 54" system must enable the preparation of the warehouse for receiving goods by ship in such a way that we can unload the ship in the shortest possible time. Within this, it must also allow microlocations to be redefined in the vacated rows if necessary and, consequently, the wooden bases to be moved. The "WMS Warehouse 54" system must inform the storage manager or operator in the control system about this.

iv0 Withdrawal of steel coils from storage - Loading the trucks

We load trucks every weekday from Monday to Friday. As a rule, one day before the planned dispatch, we receive information from the client about the steel coils that are scheduled for dispatch the next day (ADVICE NOTE - announcement of goods departure). On the basis of this data, the preparation of these steel coils or "housekeeping" with the aim of significantly speeding up the loading of external trucks the next day. Based on the planned organization of the next day's work (ship, wagons, containers) and the number of announced trucks, the storage manager determines the place where the system transfers the steel coils. Most often, this place will be next to the transport carts on the east side, where it will be the primary loading station for external trucks. With regard to the large number of announced trucks and also with regard to the location of the steel coils in the automated section, part of the steel coils may be transferred to the electronic saddles in the west part or even in the south part. As already mentioned, the system must enable a graphical display of the position of the steel coils that are planned for dispatch the next day, and on the basis of which the storage manager can make the most optimal plan for the dispatch of steel coils, as well as transfer information about the intended loading point to the back-end systems. The system must also enable the preparation of cargo in the same day upon the arrival of the truck for which the notification is received in that day.

When the customer arranges all the necessary steps for the loading of the truck (advice note, outgoing disposition, loading order) and the truck arrives at the port, the driver first checks in at the receiving office of the warehouse. Based on the registration of the truck in the receiving office, the "WMS Warehouse 54" system determines the delivery point and places the truck in the queue accordingly. The "WMS Warehouse 54" system will at this moment begin to transfer the required steel coils to the specified transfer point. The driver receives information in front of which loading point he must stand. If the coils are still in the "buffer zone", the entire loading process will be performed manually.

The trucks will be arranged along the north part of the warehouse, where the drivers will prepare the trucks for loading - they will open the roof of the trailer.

- The **two-lane track** in the east part of the warehouse will be the primary loading/unloading station, providing four truck positions.

Most of the loading on external trucks will be carried out in this part. At times and also on days when fewer external trucks are loaded, the two-lane track will also be used for the storage of steel coils (ship or container unloading). The system must therefore enable a combined flow of steel coils via handover points - in this case transport carts.

- Two **single-lane tracks** on the west part of the warehouse will run along both sides of the "buffer zone" and will serve as a secondary loading/unloading station with four truck positions. Single lane lines would be used in the following cases:
 - When unloading the ship (unloading of terminal tugs)
 - For the loading of steel coils on external trucks, which are stored in the "buffer zone". As mentioned, the loading will take place in manual mode.
 - To overcome rush hours or overcrowding of the two-lane line in the east part.

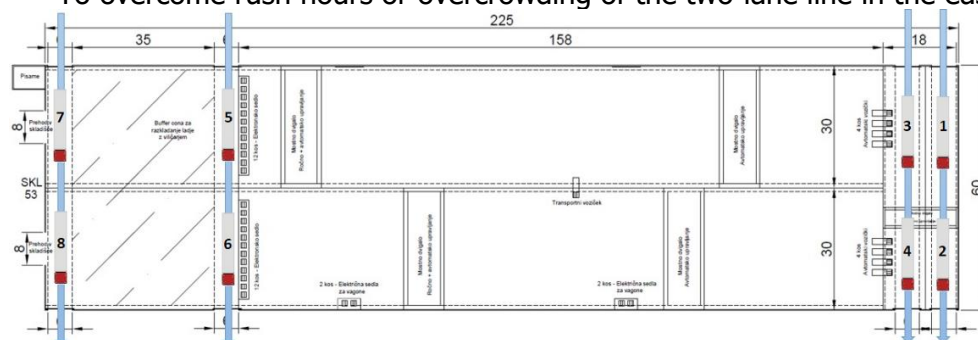


FIGURE 23: LOADING LANES AND LOADING POINTS

v0 Withdrawal of steel coils from storage - Loading of wagons

The annual average of wagon dispatch is approximately 2 train compositions per week. Each composition is loaded in one work shift. As a rule, wagons will be loaded on the south side of the warehouse, which is why four electronic saddles for handover of steel coils are planned on this side. In the case of loading wagons, same as when loading trucks, after receiving all the required documents (advice note, departure disposition, notification of wagons) at least one day before the actual loading, the steel coils will be prepared - "housekeeping". At the same time, the system must enable the preparation of steel coils for shipment in such a way that there are as few unnecessary movements as possible and thus a minimum loss of time. The system must enable the loading of wagons, in addition to the prioritized south side, via other handover points as well, in such a way that the loading of wagons takes place optimally with as few movements as possible.

For a better understanding, we give the following example: usually 90-100 steel coils are loaded onto a train composition. If a situation arises where the vast majority of steel coils, which will be loaded onto wagons, will be stored in the north half of the warehouse, of course it will not be expedient to transfer all these coils to the south half via one transport cart, as this would be a very time-consuming process.

Usually, Shimms-type wagons are loaded from the side. Track 55a will be under the canopy roof, so loading will take place in all weather conditions. The steel coils will be taken directly from the electronic saddles with a forklift. In the warehouse, the steel coils will be stacked in longitudinal rows or "eye transversely". In this way, they are thus placed on electronic saddles without rotating, so that it is possible to pick them up with the ram of a forklift and load them directly onto a wagon.

The electronic saddles on the south side must also be provided with a suitable safety solution and signaling (signal light) so that the forklift driver can clearly see when he can access the electronic saddles and safely pick up the steel coil.

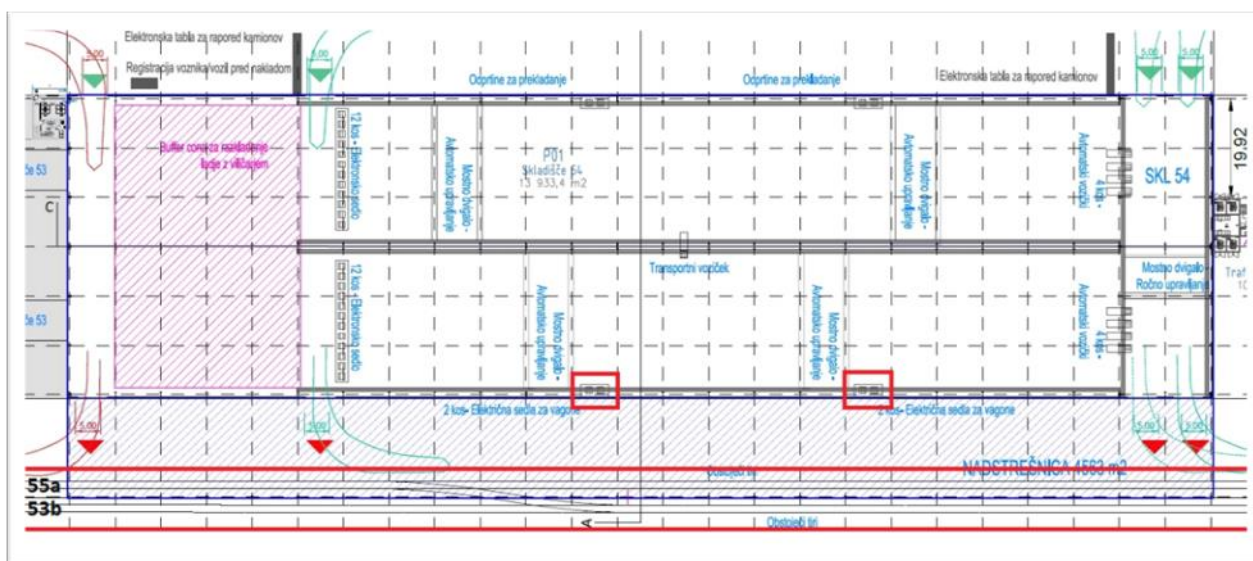


FIGURE 24: LOCATION OF THE RAIL WHERE WAGONS ARE TRANSHIPPED

vi0 Traffic regime

When unloading steel coils from a ship, internal transport of terminal tugs with trailers from Berth 11 or 12 to the north side of the warehouse is taking place. Depending on the number of ship groups (one or two ship groups, very rarely three ship groups) and depending on the current situation, the organization of transshipment and the day of the week, the terminal tugs may be unloaded only on the west side, only on the east side or both sides at the same time.



FIGURE 25: INTERNAL TRAFFIC REGIME

For the truck dispatch of steel coils from Warehouse 54, access for external trucks to the aforementioned warehouse is via the transport route from the entrance to the Port of Koper to the north side of Warehouse 54. The trucks are lined up along the north part of Warehouse 54, where the drivers will prepare the trucks for loading. Based on the dispatch plan, the trucks will be assigned a handover point or loading track in this case as well. They will primarily be loaded on the east side of the warehouse.

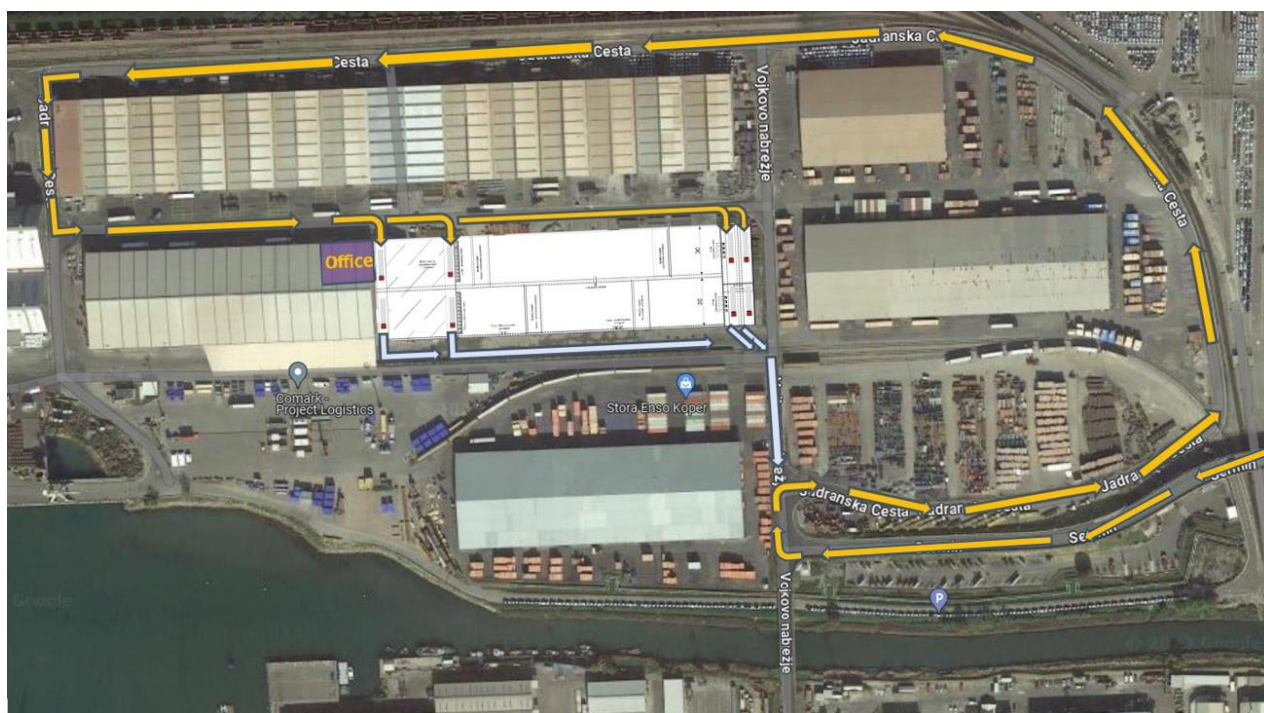


FIGURE 26: EXTERNAL TRAFFIC REGIME

10 SECURITY ASPECT OF THE SYSTEM

The entire design of warehouse 54 must include a comprehensive IT-supported security system, which must include physical security, light and sound signaling, and floor and vertical signaling. Each half of the automated part of the warehouse must operate independently and must be enclosed by a robust safety fence to prevent access during operation. The entry points (gates) must be placed as close as possible to the transmission sites and must be equipped with appropriate light signaling and electronic locks controlled by the system. In the event that system maintenance is carried out in one half (cranes, electronic saddles, transport carts, etc.), the system must enable the operator to safely stop each half of the warehouse and grant authorization to enter the automated part of the warehouse. After the completed activities, when all the workers leave the automated part of the warehouse, the operator starts the system and the electronic locks are locked and access is disabled again.

In addition to the automated part of the warehouse, the transport carts must also be properly fenced so that people cannot access them. The height of the fence in the manual part of the warehouse must not obstruct the horizontal hand crane during manipulations.

Electronic saddles must also be properly fenced. With a fixed fence on one side on the east side of the warehouse (toward the automated part), and with an appropriate movable solution on the other side (toward the "buffer zone") to enable alternating/combined movements with an overhead crane and a forklift. On the south side, the electronic saddles must also be enclosed by a fixed fence from the inside. It must be possible to safely pick up steel coils from the outside with a forklift.

Along the north side of the automated part of the warehouse, a footpath is planned, which will connect the east and west transfer points and, as a result, the appropriate installation of safety fences and floor markings.



FIGURE 27: EXAMPLE OF A SECURITY ARRANGEMENT

j0 SYSTEM PRODUCTIVITY

It is required that the productivity of the automated part of the warehouse achieves a transshipment of at least 80 steel coils per hour.

Using the calculations from the next point, the tenderer must attach to his application a calculation of the theoretical capacity of the automated part of the warehouse, on the basis of which he will prove that the offered system meets the client's requirements. When the warehouse is handed over to use, the actual productivity will be checked based on the same calculation.

i0 Calculation of the number of work cycles of the overhead crane for storing/withdrawing of sheet metal coils

Coordinates of test points

point	coordinates of points	
	X	Y
E - entry point*	0	0
A – exit point**	0	L
P _{1E}	1/5 L	2/3 H
P _{2E}	2/3 L	1/5 H
P' _{1E}	4/5 L	2/3 H
P _{2A}	2/3 L	1/5 H
P' _{1A}	4/5 L	2/3 H
P' _{2A}	1/3 L	1/5 H

* the closest electronic saddle is taken as entry point E

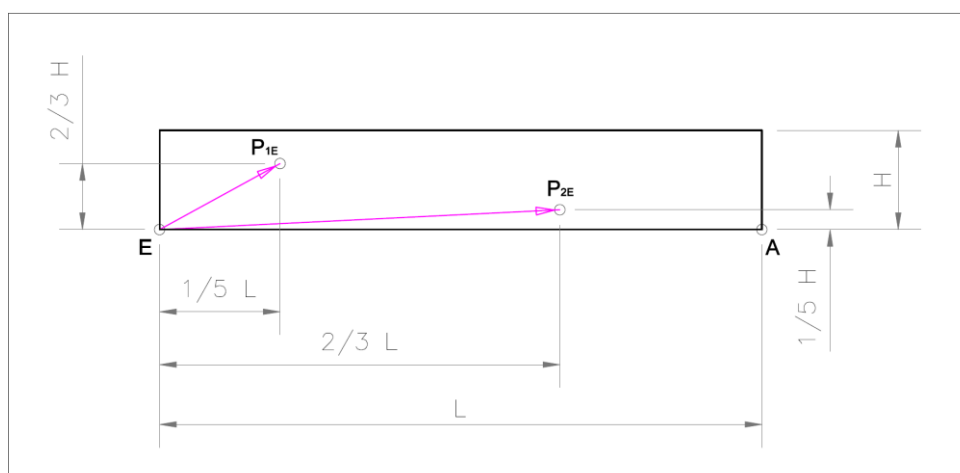
** the nearest exiting transport cart is taken as exit point A

L effective length of the automated warehouse = 150 m

H effective width of the automated warehouse = 24 m

10 Calculating work cycle times for putting coils into storage

The average time of putting a coil into storage at point P_{1E} and point P_{2E} is calculated.



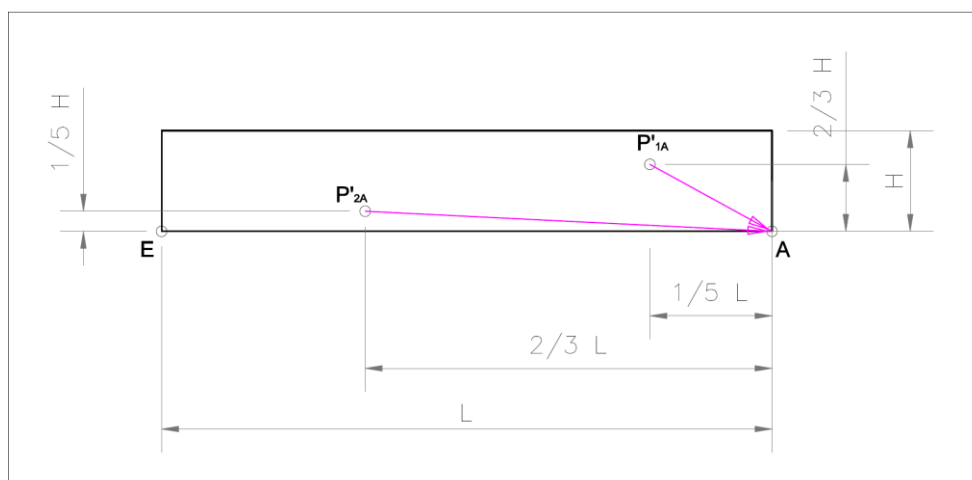
In the calculation (measurement) of the transport cycle, the following is taken into account:

- The crane is positioned at point E, the gripper is at driving height
- The gripper descends to the coil in the saddle
- The coil is gripped
- Raising the coil to driving height
- Moving it to position P_{1E} or P_{2E}
- Lowering the coil to the lowest position (into the saddle)
- Raising the gripper to driving height
- Moving the crane back to point E, positioning

On the basis of the calculated average time, the hourly number of cycles per overhead crane is calculated, for the case of putting coils into storage.

20 Calculating work cycle times for withdrawing coils from storage

The average time of withdrawing a coil from point P'_{1A} and point P'_{2A} is calculated.



In the calculation (measurement) of the transport cycle, the following is taken into account:

- The crane is positioned at point P'_{1A} or P'_{2A} , the gripper is at driving height

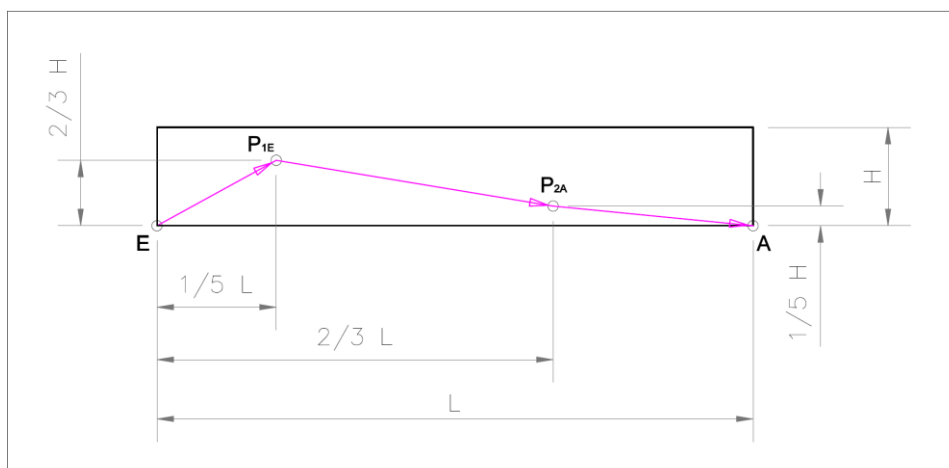
- The gripper descends to the lowest level of the coils (on the floor or in the saddles)
- The coil is gripped
- Raising the coil to driving height
- Moving it to point A
- Lowering the coil onto a transport cart
- Raising the gripper to driving height
- Moving the crane back to point P'_{1A} or P'_{2A} , positioning

On the basis of the calculated average time, the hourly number of cycles per overhead crane when withdrawing coils from storage is calculated.

30 Calculation of combined work cycle times

The average work cycle time is calculated for both cases:

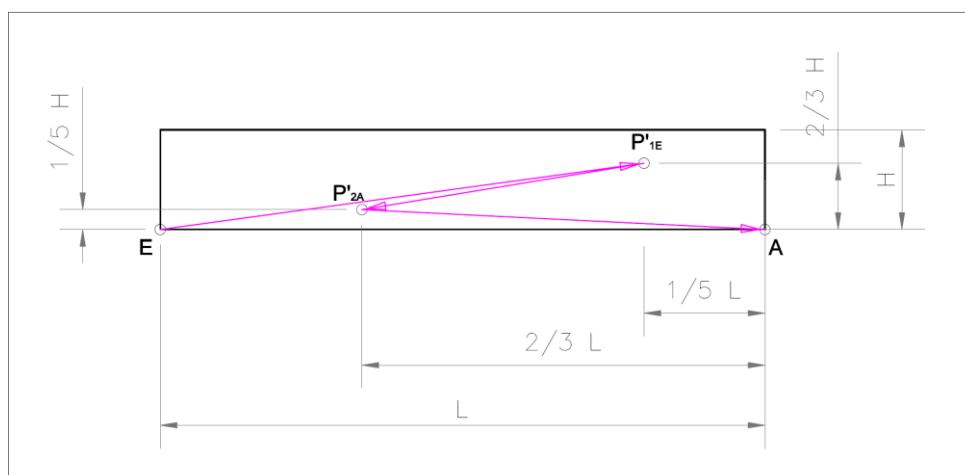
Case 1:



In the calculation (measurement) of the transport cycle, the following is taken into account:

- The crane is positioned at point E, the gripper is at driving height
- The gripper descends to the coil in the saddle
- The coil is gripped
- Raising the coil to driving height
- Moving it to the crane to point P_{1E}
- Lowering the coil
- Raising the gripper to driving height
- Moving the crane to point P_{2A}
- The gripper descends
- The coil is gripped
- Raising the coil to driving height
- Moving the crane to point A
- Lowering the coil onto the transport cart
- Raising the gripper to driving height
- Moving the crane back to point E

Case 2:



In the calculation (measurement) of the transport cycle, the following is taken into account:

- The crane is positioned at point E, the gripper is at driving height
- The gripper descends to the coil in the saddle
- The coil is gripped
- Raising the coil to driving height
- Moving it to the crane to point P'1E
- Lowering the coil
- Raising the gripper to driving height
- Moving the crane to point P'2A
- The gripper descends
- The coil is gripped
- Raising the coil to driving height
- Moving the crane to point A
- Lowering the coil onto the transport cart
- Raising the gripper to driving height
- Moving the crane back to point E

On the basis of the calculated average time of working cycles, the hourly number of combined cycles per one overhead crane is calculated.

k0 HANDLING PRODUCTIVITY

Currently, the annual transshipment is approx. 465,000 tons. Of the cargo that arrives, approx. 445,000 tons go to ship transshipment and the remaining 20,000 tons go to container transshipment. For dispatched cargo, approx. 370,000 tons go to truck dispatch, and the remaining 95,000 tons go to wagon dispatch. At the same time, it should be emphasized that there are 5-7 turnovers of all steel coils on an annual basis.

The goal of the General Cargo terminal, which will be the user of the warehouse, is to increase the transshipment of steel coils to approx. 570,000 tons annually. The capacity of the Warehouse 54 is planned for such transshipment. The estimated productivity is explained below and presented in a table as well.

i0 Ship transshipment

It is assumed that in the future the annual ship transshipment will amount to 550,000 tons, and that we will achieve an average ship unloading productivity of 345 tons/hour or approx. 33 coils/hour. This productivity takes into account the gross time of the work shift (7.25 hours), which includes all stoppages such as preparation for work, "digging in", bringing the forklift into/out of the ship's warehouse, removing fastening material from the ship's warehouse, changing the ship's warehouse, lunch, possible breakdown of work equipment, etc. The expected periodic maximum achieved productivity of one ship group will amount to approx. 50 coils/hour or up to 525 tons/hour.

The current working time on the ships is about 8 days per month.

ii0 Container transshipment

Productivity when unloading containers is approximately 13 steel coils/hour or 72 steel coils/shift. The net unloading time of 5.5 hours is taken into account, because in addition to lunch and getting ready for work, unpacking the cargo and cleaning the containers takes a lot of time.

iii0 Truck dispatch

The truck dispatch should comprise approx. 450,000 tons per year. If we take into account 250 working days per year and 12 hours of net loading time of trucks in two shifts, assuming that all trucks are equally time-distributed, a productivity of 20 coils/hour or approx. 210 tons/hour should be sufficient.

However, the actual situation is that the arrivals of trucks for loading are concentrated in the period between 10:00 a.m. and 4:00 p.m. During this "rush hour" period, productivity is required to manage a volume of at least 25 coils/hour or approx. 265 tons/hour.

iv0 Wagon dispatch

90-100 steel coils or just under 1000 tons are loaded onto a wagon composition. The composition is loaded in one shift, which means 6 hours of net loading time and a productivity of approx. 16 coils/hour or 168 tons/hour. On average, 2 train compositions are loaded per week, each requiring one work shift.

TABLE 5: ESTIMATE OF MAXIMUM PRODUCTIVITY ACCORDING TO THE TRANSSHIPMENT RELATION

Transshipment relation	Annual transshipment (tons)	Tons/hour	Steel coils/hour	Note
Ship - warehouse	550,000	525	50	1 ship group!
Container - warehouse	20,000	137	13	
Warehouse - truck	450,000	265	25	
Warehouse - wagon	120,000	168	16	

v0 Miscellaneous

The productivity stated above dictates that on days when the ship is not being unloaded, the system must easily handle all the remaining transshipment relations at once! In the event that we unload the ship with one shipping group on weekdays, we expect that we will load all external trucks at the same time. In the event that the ship is unloaded with two ship groups, part of the steel coils will be stacked with a forklift in the "buffer zone".

50 OTHER

Before submitting the application, the client allows applicants or economic entities to view the conditions on the ground and familiarize themselves with the existing situation. The applicant himself assumes responsibility to the extent that he did not familiarize himself with a certain situation and information, because he did not see the conditions on the ground where the work will take place.

If a specific supplier of goods or equipment or a type of goods or equipment is listed in the list of works, the tenderer can always offer an equivalent type of goods or equipment from another supplier.

As part of the order, the contractor will produce proof of the facility's reliability, which is included in the offer price.

The content of the order can be seen from this order specification, the project documentation and the list of works with preliminary measurements, which are attached.

Attachments can be obtained via the link  [Warehouse no. 54 TENDING G](#)

The entire existing project documentation can be viewed by the client before submitting the offer after prior notice.

Before submitting the offer, the tenderer is obliged to see the conditions on the ground and familiarize himself with the existing situation, but this is not mandatory for submitting the offer. The tenderer himself assumes responsibility if he has not familiarized himself with a certain situation and information, because he has not looked at the conditions on the ground where the work will take place and/or at the existing project documentation.

If a specific supplier is listed in the list of works, or a manufacturer of goods or equipment, or a type of goods or equipment, the tenderer can always offer an equivalent type of goods or equipment from another supplier or manufacturer. Proving that it is indeed an equivalent type is the duty of the contractor.

List of works with preliminary measurements

The list of works with preliminary measurements is attached to the tender documentation as a digital file "Popis del s predizmerami.xlsx" and is an integral part of it.

IV. FORMS

- **Information on Applicant/ Bidder, Partners in a Joint Bid, and Sub-Contractors (OBR-1)**
- **Statement on Technical and HR Capacities (OBR-2)**
- **References by the Client/ Contracting authority as Investor (OBR-2a)**
- **References by the Party ordering the equipment (OBR-2b)**
- **Contract Specimen (OBR-3)**
- **Statement/ information on Participation of Natural and Juristic Persons in the ownership structure of the tenderer (OBR-4)**
- **Statement on Eligibility for Participation and Absence of Grounds for Exclusion (OBR-5)**
- **Subcontractor's Statement on Eligibility for Participation and Absence of Grounds for Exclusion (OBR-5a)**
- **Statement by economic operator to comply with the Business Partner Code of Conduct of the Luka Koper Group (OBR-6)**
- **ESPD Form in ELECTRONIC FORMAT**
- **Application Form (OBR-7)**

FORM-1 /OBR-1

INFORMATION ON APPLICANT/ BIDDER, PARTNERS IN A JOINT BID, AND SUB-CONTRACTORS

10 APPLICATION

We are submitting the Application for execution of public contract under the ref.no. JN 15/2024 »**CONSTRUCTION OF WAREHOUSE no.54**« (insert X to designate the choice):

- ☐ Individual bid
☐ with subcontractors
☐ Joint application/ bid

20 INFORMATION ON APPLICANT /BIDDER

2.1 Information on Applicant /Bidder

Applicant's/ Bidder's Firm (in full):	
Address of Applicant /Bidder:	
Legal Representative of Applicant/Bidder	
Person authorised to sign the Application/ Bid	
Person authorised to sign the Contract	
Company reg. number	
VAT identification no.	
Bank account no.	
Bank Full Name and Address:	
BIC/SWIFT	
Telephone	
E-mail address	
Works Manager as the Construction Manager (first and last name, tel./ mobile, e-mail)*	
Authorised Representative of the Contractor (first and last name, tel./mobile, e-mail)*	

* data for the Contract

2.2 Application /Bid with Subcontractors - information on subcontractors

Applicants /Bidders shall fill out section 2.2. where they will engage subcontractors.
 In undertaking the public contract JN 15/2024, we will engage the subcontractors:

No.	Full firm of the subcontractor, address, authorised person, legal representatives, reg.no., VAT id.	Description of the part of public contract to be undertaken by the subcontractor	Direct payments YES/NO	Quantity (%) out of the whole in terms of value of work taken over
1.				
2.				
3.				
4.				

Note: Where the Applicant /Bidder is participating with a bigger number of subcontractors, it shall enclose the information requested above in a table with equivalent content. Any additional sheet must be signed and stamped by the Applicant, showing that the information is given for the specific public contract. **The Applicant shall enclose the request of the subcontractor for direct payment where such subcontractor should demand so.**

2.3 Joint application or bid

Applicants /Bidders fill out section 2.3 by entering all the partners where they are participating in a joint application or bid.

In undertaking the public contract JN 15/2024, we are participating the partners as follows:

No.	Full firm of the partner, address, authorised person, legal representatives, reg.no., VAT id.	Description of the part of public contract to be undertaken by the partner	Quantity (%) out of the whole in terms of value of work taken over
1.			
2.			
3.			
4.			

**NOTE: In a joint bid, the Application must contain an authorisation/a Power of Attorney signed by all partners participating in the joint bid, indicating:
All economic operators who belong to the group:**

- the partner who is authorised on behalf of the group to sign the joint application or bid, to manage the whole business, for coordination, assuming obligations, receiving instructions and communication with the Contracting Authority in the public contract award procedure under the ref. no. JN 15/2024

Date: _____

Applicant or Bidder

Location:
n: _____

Stamp

(Signature, first and last name
of the person authorized)

FORM-2/OBR-2

Statement on Technical and HR Capacities

INFORMATION ON REFERENCES

We declare, under civil and penal liability that the information or Reference works indicated below is true. On demand, we will submit to the Contracting Authority in the given timeframe any additional evidence proving our successful performance under the References quoted:

- REFERENCES RELATING TO CONSTRUCTION WORK:

Reference business designation:	
Address of the location:	
Investor:	
Contractor:	
Subcontractor: (where the economic operator participated as a subcontractor of the Main Contractor)	
Date of implementation: (From month/ year – to month/year):	
Location:	
Total value of contract (excl. VAT):	
Share of business of the economic operator evidencing the References in respect of the whole reference business (excl. VAT):	
Description of work	

Reference business designation:	
Address of the location:	
Investor:	
Contractor:	

Subcontractor: (where the economic operator participated as a subcontractor of the Main Contractor)	
Date of implementation: (From month/ year – to month/year):	
Location:	
Total value of contract (excl. VAT):	
Share of business of the economic operator evidencing the References in respect of the whole reference business (excl. VAT):	
Description of work	

Reference business designation:	
Address of the location:	
Investor:	
Contractor:	
Subcontractor: (where the economic operator participated as a subcontractor of the Main Contractor)	
Date of implementation: (From month/ year – to month/year):	
Location:	
Total value of contract (excl. VAT):	
Share of business of the economic operator evidencing the References in respect of the whole reference business (excl. VAT):	
Description of work	

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Reference business designation:	
Address of the location:	
Investor:	
Contractor:	
Subcontractor: (where the economic operator participated as a subcontractor of the Main Contractor)	
Date of implementation: (From month/ year – to month/year):	
Location:	
Total value of contract (excl. VAT):	
Share of business of the economic operator evidencing the References in respect of the whole reference business (excl. VAT):	
Description of work	

Reference business designation:	
Address of the location:	
Investor:	
Contractor:	
Subcontractor:	

(where the economic operator participated as a subcontractor of the Main Contractor)	
Date of implementation: (From month/ year – to month/year):	
Location:	
Total value of contract (excl. VAT):	
Share of business of the economic operator evidencing the References in respect of the whole reference business (excl. VAT):	
Description of work	

Encl.: Confirmation by the Client/ Contracting authority as Investor for each Reference submitted

Where the economic operator was participating in the Reference business as a subcontractor, it has to submit either the confirmation of the Reference signed by the Investor, or signed by the Main Contractor of such Reference work, and provide the Reference to the Main Contractor confirmed by the Investor.

The content of the Reference confirmation must be compliant with the specimen.

Where an economic operator refers to a Reference work with a service to the Contracting Authority Luka Koper d.d., no confirmation by the investor is required. In the field 'investor' it shall indicate, in addition to Luka koper d.d., also the Contract Manager or the contact person of Luka Koper d.d. The Contracting Authority will check own records to confirm the fulfilment of the terms required. However, it is recommendable that the Bidder consults the Authority to find out whether such Reference work will be confirmed /eligible.

- REFERENCES RELATING TO EQUIPMEN (cranes and WMS):

Reference business designation:	
Contracting Authority:	
Supplier:	
Date of business execution: (From month/ year – to month/year):	

Location of installation or implementation:	
Total value of contract (excl. VAT):	
Description of work	

Reference business designation:	
Contracting Authority:	
Supplier:	
Date of business execution: (From month/ year – to month/year):	
Location of installation or implementation:	
Total value of contract (excl. VAT):	
Description of work	

Reference business designation:	
Contracting Authority:	
Supplier:	
Date of business execution: (From month/ year – to month/year):	
Location of installation or implementation:	
Total value of contract (excl. VAT):	
Description of work	

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Reference business designation:	
Contracting Authority:	
Supplier:	
Date of business execution: (From month/ year – to month/year):	
Location of installation or implementation:	
Total value of contract (excl. VAT):	
Description of work	

Encl.: Confirmation by the Party ordering the equipment for each Reference submitted

The content of the Reference confirmation must be compliant with the specimen.

Where an economic operator refers to a Reference work under a contract for the Contracting Authority Luka Koper d.d., no confirmation by the party ordering the equipment is required. In the field 'Contracting authority' it shall indicate, in addition to Luka Koper d.d., also the Contract Manager or the contact person of Luka Koper d.d. The Contracting Authority will check own records to confirm the fulfilment of the terms required. However, it is recommendable that the Bidder consults the Authority to find out whether such Reference work will be confirmed /eligible.

information on HR capacities

- **HR for construction works:**

Information on HR capacities -

Civil Engineering Works Manager as the Construction Manager:

First and Last name:

(employed with: _____)

Professional qualification:

Slovene Language skills:

(level, and type of proof)

Type of certificate: _____

No.: _____

(e.g. Professional Examination ...)

Issuer:

Date: _____

Reference business for the position:

Reference business designation:	
Address of the location:	
Investor:	
Contractor / Provider:	
Function /Role of the HR:	
Subcontractor: (where the economic operator for which the HR was working participated as a subcontractor of the Main Contractor):	
Date of implementation: (From month/ year – to month/year):	
Location:	
Total value of contract (excl. VAT):	
Share of business of the economic operator for which the HR was working in respect of the whole reference business (excl. VAT):	
Description of work	

Reference business designation:	
Address of the location:	
Investor:	
Contractor / Provider:	
Function /Role of the HR:	

Subcontractor: (where the economic operator for which the HR was working participated as a subcontractor of the Main Contractor):	
Date of implementation: (From month/ year – to month/year):	
Location:	
Total value of contract (excl. VAT):	
Share of business of the economic operator for which the HR was working in respect of the whole reference business (excl. VAT):	
Description of work	

Information on HR capacities by profile - Manager of Civil Engineering Works or of Geotechnology and Mining & Quarrying For Deep Foundation:

First and Last name:

(employed with: _____)

Professional
qualification:

Slovene Language
skills:

(level, and type of proof)

Type of certificate:

No.:

(e.g. Professional Examination ...)

Issuer:

Date: _____

Reference business for the position:

Reference business designation:	
Address of the location:	
Investor:	
Contractor/ Provider:	
Function /Role of the HR:	

Subcontractor: (where the economic operator for which the HR was working participated as a subcontractor of the Main Contractor):	
Date of implementation: (From month/ year – to month/year):	
Location:	
Total value of contract (excl. VAT):	
Share of business of the economic operator for which the HR was working in respect of the whole reference business (excl. VAT):	
Description of work	

Information on HR capacities -

Electrical Engineering Works Manager:

First and Last name:

(employed with: _____)

Professional
qualification:

Slovene Language
skills:

(level, and type of proof)

Type of certificate:

No.:

(e.g. Professional Examination ...)

Issuer:

Date: _____

Reference business for the position:

Reference business designation:	
Address of the location:	
Investor:	
Contractor/ Provider:	

Function /Role of the HR:	
Subcontractor: (where the economic operator for which the HR was working participated as a subcontractor of the Main Contractor):	
Date of implementation: (From month/ year – to month/year):	
Location:	
Total value of contract (excl. VAT):	
Share of business of the economic operator for which the HR was working in respect of the whole reference business (excl. VAT):	
Description of work	

Encl.: Confirmation by the Client/ Contracting authority as Investor for each Reference submitted
Where the economic operator was participating in the Reference business as a subcontractor, it has to submit either the confirmation of the Reference signed by the Investor, or signed by the Main Contractor of such Reference work, and provide the Reference to the Main Contractor confirmed by the Investor.

The content of the Reference confirmation must be compliant with the specimen.

Where the HR refers to a Reference work with a service to the Contracting Authority Luka Koper d.d., no confirmation by the investor is required. In the field 'investor' it shall indicate, in addition to Luka koper d.d., also the Contract Manager or the contact person of Luka Koper d.d. The Contracting Authority will check own records to confirm the fulfilment of the terms required. However, it is recommendable that the Bidder consults the Authority to find out whether such Reference work will be confirmed /eligible.

- HR for equipment:

Information on HR capacities -

Coordinator of supply and installation of equipment (cranes, lifts etc.) :

First and Last name:

(employed with: _____)

Professional qualification: _____

Reference business for the position:

Reference business designation:	
Contracting Authority:	
Supplier:	
Function /Role of the HR:	
Subcontractor: (where the economic operator for which the HR was working participated as a subcontractor of the Main Contractor):	
Date of implementation: (From month/ year – to month/year):	
Location:	
Total value of contract (excl. VAT):	
Share of business of the economic operator for which the HR was working in respect of the whole reference business (excl. VAT):	
Description of work	

Reference business designation:	
Contracting Authority:	
Supplier:	
Function /Role of the HR:	
Subcontractor: (where the economic operator for which the HR was working participated as a subcontractor of the Main Contractor):	

Date of implementation: (From month/ year – to month/year):	
Location:	
Total value of contract (excl. VAT):	
Share of business of the economic operator for which the HR was working in respect of the whole reference business (excl. VAT):	
Description of work	

Encl.: Confirmation by the Client/ Contracting authority for each Reference submitted

Where the economic operator was participating in the Reference business as a subcontractor, it has to submit either the confirmation of the Reference signed by the Contracting authority (end user), or signed by the Contractor of such Reference work, and provide the Reference of the Contracting authority (end user) to the Contractor.

The content of the Reference confirmation must be compliant with the specimen.

Where the HR refers to a Reference work with a service to the Contracting Authority Luka Koper d.d., no confirmation by the Contracting authority is required. In the field 'Contracting authority' it shall indicate, in addition to Luka Koper d.d., also the Contract Manager or the contact person of Luka Koper d.d. The Contracting Authority will check own records to confirm the fulfilment of the terms required. However, it is recommendable that the Bidder consults the Authority to find out whether such Reference work will be confirmed /eligible.

Information on HR capacities -

Coordinator of supply and implementation of WMS-system:

First and Last name:

(employed with: _____)

Professional
qualification:

Reference business for the position:

Reference business designation:	
Contracting Authority:	
Supplier:	

Function /Role of the HR:	
Subcontractor: (where the economic operator for which the HR was working participated as a subcontractor of the Main Contractor):	
Date of implementation: (From month/ year – to month/year):	
Location:	
Total value of contract (excl. VAT):	
Share of business of the economic operator for which the HR was working in respect of the whole reference business (excl. VAT):	
Description of work	

Reference business designation:	
Contracting Authority:	
Supplier:	
Function /Role of the HR:	
Subcontractor: (where the economic operator for which the HR was working participated as a subcontractor of the Main Contractor):	
Date of implementation: (From month/ year – to month/year):	
Location:	
Total value of contract (excl. VAT):	
Share of business of the economic operator for which the HR was working in respect of the whole	

reference business (excl. VAT):	
Description of work	

Encl.: Confirmation by the Client/ Contracting authority for each Reference submitted

Where the economic operator was participating in the Reference business as a subcontractor, it has to submit either the confirmation of the Reference signed by the Contracting authority (end user), or signed by the Contractor of such Reference work, and provide the Reference of the Contracting authority (end user) to the Contractor.

The content of the Reference confirmation must be compliant with the specimen.

Where the HR refers to a Reference work with a service to the Contracting Authority Luka Koper d.d., no confirmation by the Contracting authority is required. In the field 'Contracting authority' it shall indicate, in addition to Luka Koper d.d., also the Contract Manager or the contact person of Luka Koper d.d. The Contracting Authority will check own records to confirm the fulfilment of the terms required. However, it is recommendable that the Bidder consults the Authority to find out whether such Reference work will be confirmed / eligible / taken into account.

DATA ON TURNOVER IN WMS-SYSTEMS

The turnover from the supply and implementation of warehouse management systems (WMS) of the economic operator _____ (indicate the name of experience operator) who assumes the part of business of the WMS supply and implementation in the Application, in the last three years (term 2020-2022) amounted to EUR _____ (indicate the amount).

TECHNICAL CAPACITIES

We declare that we have all the necessary technical capacities (*machinery, mechanisation and equipment*) available for the execution of the whole public contract on the required quality level in the set timeframe, compliant with the tender documentation, rules of the profession, regulations and standards on the subject matter of the Contract. On demand, we will submit to the Contracting Authority in the given timeframe any additional evidence proving our technical capacities.

Date: _____

Location
: _____

Stamp

Applicant:

(First and last name of the person authorized)

FORM 2a/OBR-2a**References confirmed by a Client/ Contracting authority as Investor**

The Contracting Authority /Investor or Representative of the Contracting Authority /Investor:

.....

of the Works contract:

.....,

carried out in the year(s) _____ (from month/year – to month/year)

in total amount EUR _____ Excl. VAT,

hereby confirms that the Contractor

.....

and the HR working for the Contractor _____ (first and last name) in the role/function

.....

performed the work in due time and on the required quality level.

In the scope of that business were performed the following works (add a description revealing the fulfilment of requirements for References):

.....

.....

.....

Contact person of the Contracting Authority /investor, where additional information is available: .

.....,

Tel., e-mail

Date:

Stamp:

Signature:

(First and Last Name,
signature)

Note: Instead of this Form, the Bidder/Applicant can submit other applicable proofs obtained for the purpose of participation in public procurement procedures in other procedures that contain information as required in this Form.

FORM 2b/OBR-2b

References confirmed by the Party ordering the equipment

Contracting authority, or its Representative:

.....

business:

.....,

carried out in the year(s) _____ (from month/year – to month/year)

in total amount EUR _____ Excl. VAT,

does hereby **confirm** that the supplier

.....

and the HR working for it _____ (first and last name) in the role/function

.....

performed the work in due time and on the required quality level.

The business comprised (add description evidencing the fulfilment of the requirements for References):

.....

.....

.....

Contact person of the Contracting Authority, where additional information is available: .

.....,

Tel., e-mail

Date:

Stamp:

Signature:

(First and Last Name,
signature)

Note: Instead of this Form, the Bidder/Applicant can submit other applicable proofs obtained for the purpose of participation in public procurement procedures in other procedures that contain information as required in this Form.

FORM-3 /OBR-3

SPECIMEN OF CONTRACT

LUKA KOPER, pristaniški in logistični sistem, delniška družba (Port of Koper Ltd., Port and Logistic System jsc)

Vojkovo nabrežje 38, KOPER,

represented by the Management Board President of the Company _____ and MB member _____,

as the CLIENT/ CONTRACTING AUTHORITY /ORDERING PARTY

VAT Identification No.: **SI89190033**

Registration No.: 5144353

and

(Title of Contractor)

_____ **(Contractor's Address)**

represented by _____ (Contractor's Representative authorized for signing the Contract)

as the CONTRACTOR

VAT Identification No.: _____

Registration No.: _____

have concluded this

C O N T R A C T no. JN 15/2024/ ISPGT2/45 - _____ and I20231019/45 - _____

Subject matter and contract price

10 Article
(Subject matter)

Subject matter hereof is the supply of materials and plant & equipment, and execution of all works underlying for the **construction of WAREHOUSE No. 54**. Works are to be performed on the land lots nos. 691, 690, 693, 704, 703, 702, 701, 699, 698, 697, 696/2, all located in the Cadastral Municipality (k.o.) Ankaran. The content and volume of works hereunder are specified in the Bid no. _____, issued on (date) _____ (hereinafter referred to as: the Bid) enclosed hereto, forming an integral part of this Contract. In the event of discrepancy between the Contract, the Tender documentation underlying for contract award, and the Bid, the provisions of this Contract, or the provisions that are more favourable for the Contracting Authority, respectively, shall prevail.

The Contract undertakes to perform the works hereunder in compliance with

- this Contract,
- Public Contract Specification,
- Contractor's Bid No. _____ of (date) _____,
- Public Procurement documentation underlying for contract award and enclosures thereto,

- Project Design documentation DGD (=building permit documentation) with admissible variance /tolerance in accordance with the law regulating building and construction ('Building Act'/ GZ/,
- Execution Design documentation (PZI) which the Contractor received from the Contracting Authority,
- Building permit for intervention on, and environmental approval for such intervention where such approvals were issued,
- Applicable/governing legislation and rules unless this Contract provides otherwise,
- Standards and rules of the profession, where such rules are not contrary to the provisions hereof,
- due care and diligence of a professional builder.

20 Article
(value of works under this Contract)

The value of all work, materials and equipment specified in Art. 1 hereof has been determined for the unit, based on the Bid attached hereto and is estimated at EUR _____

EUR.....

In words...../100 EUR

The contracted price is understood as the estimated net amount, exclusive of Value Added Tax. Upon issue of invoice, *or of a partial invoice ('detail situation')*, the Contractor shall account the applicable VAT to the Contracting Authority, in accordance with the provisions of the law. Where the law so provides, the tax will be accounted for and paid by the Contracting Authority as per Art. 76a of the Value-Added-Tax Act (ZDDV).

The end price is determined under the principle of 'fixed price per unit of measure'. The prices per unit (unit prices) are specified in the Contractor's Bid and remain fixed prices that cannot be changed until all works are completed: quantities are accounted for the quantities determined in fact, based on the 'Logbook of Measurements for Calculation'. The Contractor is entitled to payment for the effective quantities/volumes executed as duly approved by the Contracting Authority in the Measurements Logbook. The price of an individual item in the Contractor's Bid shall also comprise all the elements included therein (e.g. materials, petty materials, work, handling costs, transport, the cost of implementation of joint measures to ensure health and safety at work, unforeseen costs and all other costs /expenses incurred to the Contractor in executing each individual item in the Bid Estimate, incl. all documentation to prove the required quality of materials, where necessary), in the volume that the item executed will be fully functional in the underlying the purpose.

The Contractor and the Contracting Authority shall ensure that VAT and any other public levies/ charges are correctly accounted for and recorded as required by the regulations and accounting standards. Where any deficiency or defect is found subsequently, the Contractor and the Contracting Authority shall cooperate and jointly eliminate such a defect or deficiency; if necessary, a tax consultant should be engaged. The Contractor shall bear the fee of such a tax consultant.

30 Article
(fixed-prices clause)

The revaluation of prices in the construction industry and/or the inflation trends or the yearly price-level index and/or any other general change to price levels shall not change, or interfere with, the contract price (contract value) agreed herein. On the ground of price increase, the Contractor has no right to claim additional payment from the Contracting Authority, except in cases laid down in mandatory regulations or this Contract.

The Contractor may claim a change to the contract price only where the prices for the individual elements underlying for determining the joint contract price should change, however, only if the prices for such elements rise to such an extent that the price of the works be higher by more than 10 (ten) percent. In such a case, the Contractor is entitled to claim the balance in price where a rise should exceed 10 (ten) percent. For avoidance of doubt, in the calculation of a change to the contract price the Parties explicitly refrain from applying the Indexes on accounting the price of construction services as they are calculated by the Chamber of Construction and Building Materials Industry with the Slovenian Chamber of Commerce and Industry (GZS).

The Contractor is not entitled to claim a change to the contract price from the preceding paragraph if the prices for elements have risen after the Contractor has come in delay or if the price increase could have been foreseen and avoided on the part of the Contractor as a responsible professional. In this Article, the term 'delay' must be understood that the Contractor is not entitled to claim a change to the contract price where such a price increase occurred after the time when the Contractor – acting as a responsible professional - could have procured the necessary elements (e.g. materials) and/or ought to have placed an order for such elements as envisioned in its time schedule and/or agreed deadline for execution. The Contractor shall bear the burden of proof for proving that a price increase has occurred where the Contractor was not in delay or in impending delay, and that it has acted as a responsible professional in respect of the price increase.

40 Article (additional, unforeseen and extra work)

The Contractor shall not commence any additional work that is not specified herein without prior written consent by the Contracting Authority. The Contracting Authority is not under obligation to perform any subsequent (additional) work or offer any supply of additional equipment to the Contractor, and may engage other contractors for such works.

Where the Contracting Authority offers any subsequent work or the supply of any additional equipment (also) to the Contractor, the latter must not refuse such offer and has to submit a bid for such work/supply. Any additional order for additional services that were not included in the original project or in the original public procurement contract, and as a result of the circumstances that could not have been foreseen at the time of awarding this contract by either Party despite acting with due professional diligence, such services became necessary for the execution of the services hereunder or in an order placed and can be performed only if they do not exceed the maximal amount of 30% of the estimated value of this Contract and subject to concluding an annex hereto in accordance with Art. 95 par.2 of the ZJN-3. The basis for fixing the value of such additional order relies on the price per unit and other calculatory elements and norms in the basic contract, incl. any discount, and disregarding any price revaluation. In such a case, all the provisions of this Contract shall apply to additional works stipulated in the Annex, unless the Parties explicitly decide otherwise.

Should the Contractor establish the occurrence of circumstances requiring additional works, it shall promptly, no later than in two workdays after having ascertained the commencement of such circumstances, inform the Contractor Authority in writing and explain such unforeseen circumstances and additional works required. In the same term, the Contractor shall submit to

the Contracting Authority an offer for the execution of such additional work incl. the price, deadline for execution and term of offer validity. The deadline may be extended if consented by the Contracting Authority.

No later than in 60 (sixty) days after the offer referred to in the preceding paragraph was received, the Parties have to conclude an Annex and stipulate the execution and scope/volume of the additional works, payment, deadline and any potential extension of the Contract Term. Should the Parties not conclude the Annex, it shall be deemed that the Contracting Authority has refused the Contractor's offer, except where the Parties agree for a different delivery term.

Where the Contractor performs any additional work without a basis in the Annex concluded, it shall not be entitled to any payment for such work, regardless of the fact whether such work was necessary, urgent, unforeseeable or indispensable for the execution of work under this Contract.

The Contractor shall not commence any extra work and/or unforeseen works that were not specified in the contract estimate without prior written consent by the Contracting Authority. Where the Contractor establishes the occurrence of circumstances which could not have been foreseen at the time of entering into this Contract and require extra work and/or unforeseen work, the Contractor shall promptly, no later than in 2 (two) workdays after having ascertained the commencement of such circumstances, inform the Contractor Authority in writing and explain such unforeseen circumstances and the extra work and/or unforeseen works required. Where the Contractor performs any extra and/or unforeseen work without written consent of the Contracting Authority, the latter is under no obligation to pay for such work.

Contractor's obligations

50 Article (documentation perusal)

The Contractor declares to have studied the entire Design Documentation before submitting the Bid, checked the Bill of Quantities and to be acquainted with the contents and to have no further question on the subject matter of execution of works, Accordingly, the Contractor has checked the technical solutions in the Design Documentation as well as the quality of materials and plant & equipment to be installed. The Contractor is furthermore well acquainted with the subject matter hereof and declares, as a responsible professional, that no deficiency that might affect the execution of work was found.

The Contractor is under obligation to inform the Contracting Authority in writing of any deficiency or fault in the Design Documentation found subsequently – except where it is not possible for the urgency of the matter - and explain why such a deficiency or fault was not observed sooner, before that time. Any deficiency that the Contractor should have found and alerted the Contracting Authority sooner, shall be at the expense of the Contractor, as well as any consequences incl. additional work arising therefrom.

In addition to Design Documentation, building permit, regulations and standards, the Contractor shall observe and follow the written instructions of the Contracting Authority. Where the instruction of the Contracting Authority is found to be adverse or deficient, the Contractor shall inform the Contracting Authority thereof in writing, explaining the adverse effect or deficiency of such instruction. Only where the Contracting Authority should insist on such an instruction, the Contractor is not held responsible for any consequence arising therefrom.

Where the Contractor should find any controversy in the Design Documentation (e.g. between the Bills of Quantities and the graphic solutions), it shall observe and execute the solution at a higher quality or a more favourable solution for the Contracting Authority.

60 Article (inspection of the Site)

The Contractor further declares and undertakes to have inspected the area of execution of work on the Site before commencing any work, to have examined the Site as a responsible professional and to be fully acquainted with the Site with all its characteristics and specifics. The Contractor has informed the Contracting Authority of any deficiencies in the Bill/Volume of Work for the implementation of the Contract and included them in its Bid, and shall file no claims from that title subsequently.

Furthermore, the Contractor declares and undertakes to be well acquainted with the modality of operation of the Site and to adapt to work processes in the Port and to ship operations and turnover, as well as to other activities of the Contracting Authority, observing other requirements indicated in the documentation underlying for public contract award. The work must be executed without causing any threat or disturbance to work process/ operations at the site in the Port of Koper. Should a temporary withdrawal/removal of machinery be necessary, the Contractor shall undertake it at its own cost.

Where necessary, the Contractor undertakes at its expense and waiving any additional payment, to carry out necessary the research of the Site and of port operations/ work processes and to observe such requirements in the execution of work hereunder allowing for a timely and correct execution of such work and concurrently providing for a safe and undisturbed use of port facilities for the specific purposes thereof.

Having signed this Contract, the Contractor declares to be acquainted with the concurrent execution of work hereunder during regular operations of the Port of Koper and of its users/ clients and undertakes to ensure that such operations be as fluent and undisturbed as possible. The supply with electricity and other energy sources, water and other substances needed for the operations of the Contracting Authority shall not be affected/disturbed during the execution of works hereunder. Accordingly, the work processes of the Contracting Authority which need to be provided at all times shall not be disturbed in the course of works hereunder. The Contractor shall organise the work so as to avoid any closure of access and routes on which the port operations will be conducted during the execution of work hereunder.

70 Article (preparatory work)

Before commencing work, the Contractor shall undertake all preparatory works required by the applicable laws and the usage and practices in construction industry, where required and even if not specified in this Contract.

The Contractor shall make a snapshot of current situation incl. description/ list and photographs, and submit it to the Contracting Authority for confirmation before any works commence. The burden of proof in respect of existence of any damage before the commencement of works shall be on the part of the Contractor. This snapshot will be the baseline for the Contractor's obligation to remedial action on any damage after the completion of work executed hereunder.

Where necessary for the characteristics of the subject matter hereof, the Contractor shall - before commencing work - undertake a survey tracing (marking out) of the building object at its own expense and in the modality imposed by the law regulating building and construction ('Building Act'/ GZ). The Contractor has to engage an authorized land survey (geodesic) company and submit the respective Protocol on Tracing to the Contracting Authority.

Before commencing any work, the Contractor shall produce a plan of organizational arrangement of the Site in accordance with applicable regulations, and submit the plan to Investor for approval. The Contractor further undertakes to produce other plans/designs required by regulations, and to satisfy all public-law requirements in the course of construction work (safety, hygienic precautions, health protection, environmental protection, etc.). The commencement of construction works will be reported by the Contracting Authority.

Before commencing work, the Contractor shall mark the Site with a construction identification board/ panel and arrange the Site organization as approved by the Contracting Authority, complying with the applicable regulations on designation of construction sites, and shall maintain such designation and secure the construction site all the time during execution of work.

Based on a written request to the Security Service, the Contractor shall arrange for permits to enter the Port of Koper Area for its employees, as well as the employees of its sub-contractors, and where needed, the permission to take photographs, to enter the Port of Koper with its car/ vehicles, pay for the use of routes in the Profit Center/Terminal (PC) in accordance with the Port Rates/Price List, and observe all the in-house regulations of the Port of Koper Corporation ('Luka Koper').

The Contractor has to settle the costs of water and electricity consumption, if any, to the Contracting Authority in due time and provide for all safety and security measures on the construction site for employees, appliances and materials in accordance with the applicable laws; the Contractor will make an Agreement with the Port of Koper Corporation (Luka Koper) to ensure the occupational health and safety, fire safety and environmental protection on the site; otherwise, the Contractor shall bear full responsibility for any consequences of undue omission. If necessary, the Contractor has to provide the necessary gauges/meters for calculating the water and power consumption.

While executing the work, the Contractor has to procure adequate insurance for the building objects of the Contracting Authority incl. Equipment, appliances and installations, as well as the assets located in the buildings or surroundings thereof, and take all precautions to prevent any threats against people's life or health, safety /security in the buildings of the Contracting Authority or surroundings thereof.

In agreement with the Contracting Authority and compliant with the regulations/ laws, the Contractor has to provide its own sanitary facilities, washing room and dressing rooms for employees in the area of works at the construction site; arrange for all transport and other services underlying for a smooth and faultless execution of work hereunder (incl. any road closures and temporary traffic regime, with signalisation, on condition that such road closures and provisional traffic re-routing are harmonised with the Contracting Authority in advance), and the Contractor alone shall supply all the necessary materials and products for its work.

The Contractor has to provide, at its own expense, and maintain all the fencing/ railings, illumination devices, security and all the staff, whenever necessary or required by the Occupational Safety Coordinator, the Supervisor or the Contracting Authority or an authorised

officer of the latter, in order to secure and protect the work and equipment, the employees of the Contractor and of third party.

80 Article
(acquiring consent and permits/permissions)

The Contractor has to undertake all tasks that are required by applicable regulations as a prerequisite for the execution of work hereunder, incl. acquiring the necessary consents, permits/permissions or other documents; where the law/ regulations require that a certain task has to be done by the Contracting Authority, the Contractor agrees to undertake such task by way of an authorisation of the Contracting Authority and has to request such authorisation in due time.

90 Article
(general commitments in the execution of work)

The Contractor has to perform work with the highest intensity possible and to provide sufficient workforce and machinery for the task in order to complete the work (both for each individual phase and the whole volume of work) in the shortest term possible, but no later than by the deadline in the contracted term.

The Contractor will be performing the work hereunder with the due care and diligence of a qualified and responsible professional, reliably, on the required quality level, engaging qualified professional staff and observing the applicable standards; the Contractor declares to hold all the required licences and permissions for such services, and to be maintaining the validity of such licences during the contract term. The work must be performed on the required quality level, with the due care and diligence of a responsible professional, in compliance with applicable standards and provisions hereof, in due time, whereby the methods and approaches for achieving the result are in the sphere of the Contractor.

The Contractor further undertakes to:

- pay for all damage or loss caused to access roads and to all other facilities surrounding the construction site that might arise from the transports or inadequate construction technology of the Contractor, incl. Appraisal of damage;
- refrain from intervening the adjacent land and buildings/ facilities so that no damage is caused thereto, and to refund all the damage incurred;
- after completion of work, to clear the construction site, remove any unused or unnecessary materials, and restore the original condition/ status of all areas, facilities and appliances used in the course of work, at its own expense,
- restore any milestones damaged or demolished in the course of work to original condition at its own expense, or hire an authorised geodesic service if such work is comprised in the Bill of Quantities
- comply with the requirements of the Contracting Authority on the Site so as to avoid any disturbance to the users of the facilities,
- Upon completion of work, to inform the operator on the use /operation of the appliances installed,
- observe the applicable labour, occupational safety and environmental laws in relations with its employees.

Having signed this Contract, the Contractor affirms to be knowledgeable of all occupational health and safety, as well as fire safety precautions for the Site of its work, and to be liable for damages in any occupational accident of its employees.

100 Article
(materials, appliances/ machinery and equipment)

The Contractor warrants that all the materials and equipment installed are free from factual defects and legal errors, conforming to all applicable regulations and standards in the Republic of Slovenia and to all technical specifications and standards governing the protection and safety at work, the required quality and load capacity, etc.

Before installing any particular materials, equipment or appliances, the Contractor has to present samples of such materials, equipment or appliances to the Contracting Authority even if not requested by the latter; failing to do that, the Contractor shall be liable for damage incurred to the Contracting Authority. Where it is ascertained that the materials, equipment or appliances are not of the required quality or not compliant with the Contract, the Contracting Authority or the Supervisor may forbid installing thereof. In case of any suspicion for inadequacy of materials, equipment, appliances or work executed, the Contractor has to engage an authorised organization to undertake specific examination of adequacy of such materials, equipment, appliances or work executed; the Contracting Authority has to bear the cost of such examination only where the suspected inadequacy was unfounded.

The Contractor has to ensure that the appliances, equipment and materials to be supplied and installed hereunder:

- satisfy all the requirements specified in the documentation underlying for public contract award and this Contract, as well as all the applicable regulations, standards and norms, and provide for all the required attestations and certificates,
- new, unused and technologically up to date,
- affect the environment to the least extent possible,
- are free from any third-party burdens and rights, and acquired lawfully,
- are suitable to be used for the foreseen customary or contractual purpose,
- ensure a safe usage without any risk for health and safety, and satisfy all the properties imposed by applicable regulations,
- are supplied, assembled and installed in the premises of the Contracting Authority in the manner conforming to the purpose thereof and delivered to users in an operating condition.

Where the Contractor is installing appliances, equipment or materials that allow an option of selecting the colour/ paint or variant, the Contractor shall supply such appliances, equipment or materials in the colour or variant at the choice of the Contracting authority. For that purpose, the Contractor has to prove for the selection by timely presentation of variants available (samples/models, colour scales, etc.) to the Contracting Authority. The selection is then made by the Contracting Authority in writing, by signing the Protocol or co-signing the choice of the sample/model. The selected option is binding on both Parties.

The Contractor has to make sure to offer to the Contracting Authority a selection of variants that are feasible, compliant with the required standards hereunder and not inappropriate or inadequate for the subject matter hereof. Should the Contracting Authority decide for a variant that was not part of the Contractor's offer and the Contractor finds such a variant as inappropriate, the latter shall alert the Contracting Authority in writing thereof, otherwise it shall be deemed that the Contractor deems such a choice as appropriate and cannot claim that any deficiency or defect ascertained subsequently be the consequence of an instruction of the Contracting Authority. Where a discrepancy occurs between the physical sample/model and the record, or should any doubt arise about the choice, the physical sample/model – where available - shall prevail.

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 moment when they are built-in or installed in the facilities of the Contracting Authority or to its land lot.

Where customary or agreed by the contract, the Contractor has to supply instructions and other documentation underlying for operation, maintenance and safe use of each individual appliance supplied and installed, as well as instructions and other documentation for operation and maintenance. Instructions must be in Slovenian language and contain a troubleshooting section for the event of errors, disturbances /malfunctions and defects, warning of risks associated with usage and advice for avoiding such risks, and warning of dangerous characteristics of an individual appliance or system.

Where customary or agreed by contract for such appliances, the Contractor has to supply all the necessary designs, certificates, proofs of conformity of the products, materials and equipment installed with applicable regulations and standards, and all the required consents, opinions, expert valuations, proofs of measurements performed, warranty certificates.

The Contractor also has to provide all the required consents, approvals, permissions and other documents required for installation and use of appliances and systems supplied hereunder, where such consents, approvals, permissions are necessary.

In the frame of the contracted value (price) herein, the Contractor has to train the employees of the Contracting Authority for effective and safe use and operation of appliances and systems supplied hereunder.

110 Article (observance of environmental and other regulations)

The Contractor's responsibility is to ensure observance of, and compliance with all regulations and standards, in particular those pertaining to construction of building objects, physical planning, energy, ecology and waste management - disposal of the waste resulting from works hereunder.

In addition to providing for a provisional retention depository and storage of waste from construction work, utilities and other waste on the construction site so as to prevent environmental pollution until removal/disposal of such waste (use of containers, suitable collection spots on the site, and similar); the Contractor has to enable access to the concessionaire (a waste collector/ recoverer duly registered in the Waste Collectors Register with the Environment Agency of the Republic of Slovenia /ARSO) and unhindered collection and removal thereof.

Before disposal of construction waste /debris from the Port of Koper area, the Contractor has to inform the Contracting Authority of the type and quantity of the waste and the name of waste collector /receiver authorised by the Slovenian Environment Agency; the Contracting Authority will create the record sheets for construction waste/debris to be removed from the Port area.

Before each removal of construction waste from the Port area, the Contractor will submit to the authorised waste disposers/carriers a copy of underlying record sheets which are then inspected by the Slovenian Financial Administration (FURS) at the Port exit point.

No later than at the time of delivery of the subject matter hereof, the Contractor shall submit to

the Contracting Authority the receipt confirming the acceptance, or export of waste from the Port area. The Contractor shall assume full responsibility for engaging an authorized disposer of waste for removal of the construction waste, and shall inform the Contracting authority of such disposer upon signing the contract.

The Contracting Authority authorises and imposes on the Contractor to surrender, on behalf of the former, the waste generated from construction work hereunder to an authorised waste disposer/ collector, observing the regulations on waste management, and upon surrendering each waste consignment, the Contractor shall obtain from the Contracting Authority an electronic record, as prescribed by the regulations governing waste handling and disposal.

The Contractor is fully responsible for correct and complete performance of all obligations from this Article, and in the relationship between the Parties, the Contractor shall bear all consequences arising from disregarding such regulations.

120 Article
(Building Logbook and other records)

The Contractor shall keep the Building Logbook and the Measurements Logbook as required by regulations, standards and good practice in the construction industry. Relevant data and information on the course of construction work shall be entered in the Building Logbook by the Contractor.

The Building Logbook and the Measurements Logbook must be presented to the Contracting Authority for inspection promptly and any time upon request.

The Contractor undertakes to keep the logbooks and other records or logs and documents on the work performed hereunder as required by regulations, in a transparent manner.

The Contractor has to take out an adequate liability insurance as required by the law, and engage a qualified staff member who satisfies the legal requirements for managing the construction project, and appoint him/her for construction management.

120.a Article

The Contractor is obliged to maintain the "WMS system of warehouse no. 54" within a period of 10 years from the acquisition of the system in accordance with this contract. Maintenance includes regular system upgrades, security updating of the system as a whole, elimination of software errors (bugs), installation of patches on all components of the information system, administration of users on the system, application administration of the system, maintenance of interfaces with the client's information systems, implementation of generational upgrades, implementation of external updates libraries and the administration of the "WMS warehouse 54" database to ensure and maintain the agreed level of service.

The Contractor is further obliged to provide assistance to the client within a period of 1 month after taking over the subject matter or in the phase of starting to use the equipment in the warehouse (such as elevators, transport carts, electronic saddles, etc.), and for this purpose, the contractor's expert must be present in the port area and actively cooperate with the client and assist him in their use.

After the takeover, the Contractor is also obliged to carry out periodic inspections of the equipment in the warehouse (such as elevators, transport trolleys, electronic saddles, etc.),

which are carried out after 6, 12 and 18 months, namely the Contractor's responsible takeover engineer is obliged to come to Port of Koper (in the warehouse 54) and as part of the periodic inspection, carry out a periodic inspection to check for errors and eliminate all errors/deficiencies.

130 Article
(breach of obligations; general consequences)

The Contractor shall be liable to the Contracting Authority for any damage or loss resulting from any breach of obligations on the part of the Contractor. The Parties agree that the liability for damages is not limited to foreseeable damage, but rather is the Contractor to be liable for the whole damage or loss (the whole ordinary damage and the whole lost profits) resulting to the Contracting Authority from such a breach. The Parties further state as undisputable that the Contractor is well acquainted with the operational modality and function of the Contracting Authority.

In the event of any breach of an obligation specified in this Contract or by operation of the law, the Contracting Authority may withdraw from this Contract with immediate effect, or after setting an additional deadline, respectively: the Parties agree that a reasonable additional deadline is 10 (ten) workdays following the notice of the Contracting Authority has been serviced to the Contractor. Additional extension of time is not necessary where this Contract explicitly stipulates that the Contracting Authority be entitled to withdraw forthwith upon a breach is established.

Moreover, in the event of a breach the Contracting Authority shall obtain other rights as provided herein (withholding of payment, claims under warranty or guarantee, other).

Obligations of the Contracting Authority

140 Article
(Payment obligation)

The Contracting Authority undertakes to pay to the Contractor the agreed consideration for the work performed and goods supplied after the delivery thereof has been established by an approved partial invoice and shall be due for payment in accordance with this Contract.

The Contracting Authority is entitled to withhold payment in cases stipulated herein or by operation of the law.

Should the Contracting Authority be in default with payment of an interim partial or final invoice and such default is unlawful, the Contractor is entitled to statutory default interest too.

However, the Contractor shall not stop the work on the ground of delayed payment of partial invoice unless it is probable that such future payment is at risk and the Contracting Authority's default extends for more than 20 (twenty) workdays. Before stopping the work, the Contractor has to inform the Contracting Authority of its intention to stop the work and allow an additional ten-day extension in which the Contracting Authority can pay such past-due receivable, or provide the Contractor with an adequate security. The Contractor shall not stop the work for any reason if the Contracting Authority has withheld the payment in accordance with the provisions hereof, or has a counter-claim to the Contractor hereunder.

150 Article
(duty to cooperate)

In the course of works, the Contracting Authority has the obligation to cooperate with the Contractor (duty to cooperate) and to provide the latter with all documentation underlying for the execution of work hereunder, to brief /induct the Contractor into work, allow access to the site and inform it on all changes and newly-arisen situations that may have an impact on the course of work and volume of the subject matter hereof.

Should the Contracting Authority fail to fulfil its duty to cooperate, the Contractor shall not be in default for such particular period of delay that is directly attributable to such a breach of duty. Exemption from liability for default takes effect only for the breach of duty to cooperate that is in fact substantiated and on the ground of which the Contractor was unable to avoid a delay in any other way, despite the fact that the Contractor as a responsible professional undertook everything in its power to prevent any delay/default.

However, the Contractor cannot claim a breach of the 'duty to cooperate' unless it has informed the Contracting Authority at least one workday after having ascertained such a breach, by indicating the factual breach on the part of the Contracting Authority of its duty to cooperate, and advising what needs to be done to remedy such a breach. Concurrently, the Contractor has to advise the Contracting Authority of the consequences arising from such a breach, incl. any delayed execution of work, and explain whether and why the delay cannot be averted.

However, a breach of the duty to cooperate per se cannot be the ground for relieving the Contractor of its liability for damages or of the consequences arising from error or defect. The Contractor may be relieved of that liability only if it has explicitly advised the Contracting Authority that a particular conduct/ acting would result in damage or error/defect, and the Contracting Authority insisted on its position despite such advice.

160 Article (Supervision authority)

To supervise the construction work, the Contracting Authority will appoint a construction supervisor who is an authorised officer of the Contracting Authority with limited powers.

On behalf and account of the Contracting Authority, the Supervisor may give professional instructions in respect of the execution of work, supervise the construction work, inspect the Building Logbook and the quantities of materials used, equipment and work.

However, the Supervisor is **not** entitled to confirm or approve any change to, or withdrawal from this Contract and Design Documentation or any interim or final invoice or to accept delivery of the building object or to approve any change to the required quality level of the construction work or change to the time schedule or to the total contracted price. The authorised person is not entitled to decide on any change to the volume of work, or to order additional work or to grant the Contractor any approval that might result in any increased volume of work or a higher payment obligation of the Contracting Authority, respectively. Any such change is subject to prior written approval of the Contracting Authority.

Execution involving Sub-Contractors

170 Article (Sub-Contractors)

Having signed this Contract, the Contractor confirms to be informed of the definition of Sub-Contractor under the Slovenian Public Procurement Act/ ZJN-3.

Where the Contractor engages Subcontractors to perform this Contract, it shall undertake to conclude contracts with subcontractors in which the type and volume of work and the price for services are precisely specified.

The Contractor undertakes to submit to the Contracting Authority a written proposal to engage a new sub-contractor, or to exchange a sub-contractor, no less than 7 (seven) days before including a new one. The Contracting Authority may refuse a proposal for substituting a sub-contractor, or for engaging a new sub-contractor, where that might affect the smooth and orderly execution and completion of works and where a new sub-contractor does not satisfy the terms and conditions imposed by the Contracting Authority in the documentation related to this public contract award. The Contracting Authority has to inform the Contractor on such refusal of a new sub-contractor no later than in ten workdays from receiving the proposal.

Where subcontractors are engaged in the implementation of this Public Contract, the Contractor warrants and undertakes that:

- its subcontractors shall perform their work diligently, in all loyalty and compliance with this Contract, Design Documentation, with applicable laws, regulations and professional rules,
- in relation to the Contracting Authority, the Contractor shall assume all the obligations and liability for any sub-contractors involved in respect of the execution and quality of work performed hereunder,
- in the contracts to be made with subcontractors, the Contractor shall enter the provisions based on which the subcontractors, in the event they should demand a direct payment of their claim due from their Principal Contractor for the works hereunder directly from the Contracting Authority, shall be under obligation to deliver the entire documentation on the works performed and on the existence of a claim receivable due from the Principal Contractor, in particular all the originals of the documentation underlying for obtaining the operational acceptance certificate or of other permits/ licences.

180 Article
(direct payments to Sub-Contractors)

A direct payment to a Sub-Contractor is binding on the Contracting Authority and on the Principal Contractor only where the Sub-Contractor should demand payment directly from the Contracting Authority, as stipulated in Art. 94 par. 2 and 3 of the ZJN-3. In such a case, the Sub-Contractor is entitled to payment directly from the Contracting Authority where all the statutory prerequisite conditions are met (Art. 94, par. 5 of the ZJN-3) as follows:

- where the Contractor, having signed this Contract, authorises the Contracting Authority to settle, in lieu of the Contractor, the account receivable of the Sub-Contractor based on duly approved invoice or partial invoice,
- the Sub-Contractor submits the consent based on which the Contracting Authority shall, in lieu of the Contractor, settle the Sub-Contractor's receivable due from the Contractor,
- The Contractor encloses to its own invoice or detail situation the already approved invoice or partial invoice of the Sub-Contractor.

Direct payments by the Contracting Authority to any sub-contractors may be made up no more than to the amount of debt which has been recognised at all times for the work performed hereunder. Should at a given time the Contracting Authority have no past-due debt to the Contractor (because the Contractor was already paid, or because the Contracting Authority is enforcing any counter-claims that suspend the payment to the Contractor or decrease the account receivable of the latter), the sub-Contractor is not entitled to claim payment from the Contracting Authority and the Contractor shall alone clear its relationship to the Sub-Contractor.

The Contractor shall be fully liable for any consequences and damage that might be inflicted on the Contracting Authority if the value of works performed by subcontractors, together with the work performed by the Contractor, should exceed the sum total owed by the Contracting Authority hereunder for the work of the Contractor. Any cost and damage or loss that may be incurred by the Contracting Authority in such a case shall be deducted from the Contract Price and the Contracting Authority is entitled to offset such damage with its obligation to the Contractor.

After the Contracting Authority has settled the claim to a subcontractor for which the Principal Contractor is liable, the liability of Contracting Authority for payment to the Principal Contractor shall be deducted by any such amount paid directly to a subcontractor.

In its relationship to a subcontractor arising from the work performed and past-due invoices or partial invoice that were issued and submitted to the Principal Contractor, the Contracting Authority shall not be liable to pay any interest for default and other accessory claims, including penalties: those shall be borne by the Principal Contractor exclusively.

Should the subcontractor not demand a direct payment from the Contracting Authority, the Principal Contractor is bound, by having signed this Contract, to submit, no later than in 60 days following the payment of its final or partial invoice, a Statement in writing to the Contracting Authority certifying that the Contractor has paid all its subcontractors directly involved in this Public Contract, and the Statements by subcontractor(s) confirming that they have received the payment.

190 Article
(specific case - payment withholding)

The Contracting Authority may withhold the payment of a subcontractor's claim due from the Principal Contractor, and indirectly from the Contracting Authority, as long as

- the Contracting Authority has received the whole documentation on the work performed and on the existence of the Sub-Contractor's claim receivable due from the Principal Contractor, along with the written confirmation of the latter of the existence of such Sub-Contractor's account receivable
- the submitted partial invoice or invoice, or invoice for the work performed, has been approved by the Contracting Authority.

The Contracting Authority has no obligation to resolve disputes between the Contractor and its sub-contractors regarding recognition and maturity of their receivables. Where a dispute arises between the Contractor and Sub-Contractor about who is entitled to claim a certain payment for any unpaid work directly from the Contracting Authority, or where both the Sub-Contractor and the (Principal) Contractor should claim payment for the same work, the Contracting Authority shall be entitled to withhold payment of such a receivable also if the receivable has become past-due, as long as the dispute between the Contractor and its Sub-Contractor has been resolved either in accord or by a final and unappealable court decision (against which all the ordinary and extraordinary remedies have been exhausted). In such a case, the Contracting Authority shall not be in default with payments to the Contractor and Sub-Contractor, and having withheld the payment does not constitute a breach of this Contract. The Contracting Authority may exercise its contractual right to withhold payment as long as the Contractor and its Sub-Contractor have reached an agreement or the court decides which of the two parties is entitled to payment. In addition, the Contracting Authority may also act in accordance with Art. 94 par. 7 of the ZJN-3 and submit a motion to the National Review Commission to institute an infringement procedure.

Delivery Terms - Deadlines for Execution

200 Article (induction into work and deadline for completion of work)

The Parties understand that the Contractor is inducted into work on the day on which it has received the current Design Documentation, a copy of the Building Permit and Protocol on Induction into Work.

The Contractor undertakes to complete the work hereunder in accordance with the Time Schedule as harmonised with the Contracting Authority, in the volume of work as per Design Documentation and the Documentation on Public Contract Award, in 600 (six hundred) calendar days following the induction into work.

Upon request of the Contracting Authority, the Contractor undertakes to submit, in 7 (seven) calendar days after having received the request, a detailed time schedule with detailed description of work, estimated course of work during the contracted term/deadline to be determined by the Contracting Authority in its request.

210 Article (ordinary extension of deadline for execution of work)

Deadlines for execution of works hereunder may be extended, by mutual agreement, in the following cases:

- Change to Design Documentation which renders the completion of work in the foreseen term impossible
- Additional work to be executed upon written request of the Contracting Authority, which renders the completion of work in the foreseen term impossible,
- For other well-founded reasons.

The Contractor shall advise the Contracting Authority of the occurrence and termination of any circumstances affecting any change to the deadlines hereunder; such advice shall be made in writing, no later than in 2 (two) workdays after the Contractor has become aware of any ground resulting in a potential extension of deadline, and forthwith record such circumstances in the Building Logbook.

Should the Contractor for any (cogent or unfounded) reason come into default, either falling behind the Time Schedule for execution of work, or in respect of the deadline for completion of work hereunder, it shall write to the Contracting Authority in 2 (two) workdays after the day on which it became aware of the ground or cause for such delay and request an extension of deadline. Irrespective of having submitted a request to extend the deadline, the Contractor shall continue with the work hereunder.

The Parties agree that any deadline or delivery term hereunder can only be changed by mutual agreement; the Contracting Authority is under no obligation to satisfy the Contractor's request and grant an extension of deadline. Such an agreement to change the contractual delivery term/deadline shall be made in writing, as an Annex hereto.

The Parties may conclude an Annex extending delivery date on the grounds indicated in the first paragraph of this Article, provided that the Contracting Authority granted consent thereto, no later than by the final account of the work hereunder. Where such an Annex was not made, all the consequences of default shall arise.

220 Article
(extraordinary extension of deadline for execution of work)

The deadline for execution of work may be extended without concluding an Annex hereto solely in the following cases:

- in the event of Force Majeure, for the period of such circumstances persisting,
- Where the Contractor was unable to start work or execute the work for a reason on the part of the Contracting Authority, effective for the number of days on which the execution of work was not feasible (such as due to operations in process by the Contracting Authority, including but not limited to, cargo handling and warehousing operations).

Where the Contractor was unable to commence or proceed with work for justified reasons (quoted in the preceding paragraph) it shall notify the Contracting Authority in one workday after having ascertained the grounds, otherwise it shall be deemed that the Contractor could have started or proceeded with work, which means that at a later time, the Contractor can no longer make any reference to such situation preventing its work.

The days referred to in the first paragraph of this Article have to be recorded in the Building Logbook and approved and signed by the Contracting Authority and by the Supervisor; otherwise the Contractor cannot make any reference to extension of deadline. The ground for preventing the work must be recorded in the Building Logbook too.

In this Article, force majeure shall include natural disasters, strike or related disturbances, acts of public enemy, wars (whether declared or not), bans, insurrection/revolts, epidemic, land slide, earthquake, storm/tempest, stroke of lightning, flood, destruction of embankments, public disorder, explosion, decisions and acts of government, traffic disruption, disturbance in telecommunications and computer network, and any other event or circumstance beyond control of and unforeseeable by any of the Parties hereto despite their utmost effort, which situation cannot be prevented or averted by any of them.

While force majeure persists, the Contractor has to inform the Contracting Authority promptly, in the course of one workday, in writing of being prevented from performing the work hereunder and provide a description of the circumstances of the force majeure, otherwise it shall be deemed that those days were permitting the work without the interference due to force majeure.

230 Article
(Contractor's imminent default)

Where the Contracting Authority ascertains in the course of work that a default is probable, but receives no notification from the Contractor or no request for an extension of deadline, the Contracting Authority will advise the Contractor and call for explanation of work process and any delay foreseen. The Contractor has to respond in three days and explain either that it deems any delay unlikely, disclosing how it will ensure to avert any delay in the given situation/status of work and expiry of deadline, or request an extension of deadline for completion of work.

Should the Contractor respond that no delay is to occur but then a delay in the execution of work actually occurs, the Contractor's acting shall be taken as gross negligence and the contractual penalty shall double (by 100%) both in the account of daily default and in applying the highest contractual penalty stipulated herein.

Where the Parties agree to extend the deadline by mutual agreement, an Annex can be made stipulating that the Contractor has no cogent reason for extending the delivery term for completion of work. In such a case the Contracting Authority retains its right to claim payment of contractual penalty for default in the period from the originally fixed deadline until the newly fixed deadline in the Annex. In the event of doubt it shall be deemed that the Contractor has no cogent reason for extension of deadline, except where a cogent reason is explicitly ascertained and indicated in the Annex, acknowledged by the Contracting Authority.

If the Contractor does not respond to the call of the Contracting Authority in 3 (three) days or fails to provide satisfactory explanation on how the performance of the Contract is to be achieved by the scheduled deadline, not requesting an extension of deadline, the Contracting Authority is entitled to withdraw from the Contract for reasons on the part of the Contractor. The Contracting Authority may also withdraw from the Contract for reasons at Contractor's fault where the latter has requested an extension of deadline which is unacceptable for the Contracting Authority. In such a case, the Contracting Authority is not under any obligation to grant any additional term to the Contractor.

However, in that situation the Contracting Authority can also decide to maintain the Contract and assign a part of work on the construction site hereunder to another contractor. In such a case, it is the Contractor who shall bear the cost incurred for the selection of, and induction training for a new contractor, as well as any difference in the price of the new contractor.

240 Article
(smooth and undisturbed workflow for Contracting Authority)

Work has to be executed in such a way that the operations of the Contracting Authority is not disturbed (ships sailing in and out of the Koper freight port, handling operations/transshipments ashore and on other areas, etc.). To ensure unhindered traffic and handling operations, the Contractor has to be able to withdraw /shift its mechanisation/ machinery and employees in the shortest time possible. The Contracting Authority does not recognise to the Contractor any cost incurred by such shifting of equipment/machinery or by changed arrangement layout of the construction site, and/or interruption of work subject to ships' traffic, handling operations and other work processes of the Contracting Authority.

Advance transfers

250 Article
(Advance transfers)

Advance transfers for construction work

The Contracting Authority will make an advance transfer for a partial amount for the supply and transport of materials needed for the construction work, as specified in the Bid Estimate and designated AV, however, no more than EUR 11,970,000 (eleven million nine hundred and seventy thousand EUR), promptly after the entry into force of the Contract and fulfilment of the prerequisites for any advance payment.

The Contractor issues an advance invoice or advance request for the construction work hereunder to the Contracting Authority who then settles such invoice /request no later than in 15 calendar days after the issue date. The prerequisite condition for acceptance of an advance invoice /request is the Contractor's submission of the original irrevocable and unconditional bank guarantee payable on first demand, issued by a first-class bank in compliance with the ICC Uniform Rules for Demand Guarantees (URDG, revised 2010), to secure the advance payment.

The bank guarantee securing the advance payment in the amount of advance transfer must be valid for at least 60 (sixty) calendar days beyond the estimated date of supply of all materials to be covered by said advance transfer, as specified in the Bidder's detail time schedule in Art. 20 hereof. Should it occur as a result of delay or for any other reason that the validity of the bank guarantee is shorter than the scheduled supply of all materials to be covered by such advance transfer, the Contractor shall arrange for extending the guarantee, otherwise the Contracting Authority shall be entitled to realize the bank guarantee and retain the funds until final acceptance of delivery. Such amount withheld shall bear no interest. The Contracting Authority may realize the security for advance transfer if the Contractor fails to perform its obligations to the Contracting Authority as stipulated by the Contract, or in the event that the Contractor fails to perform because of insolvency proceedings initiated against it.

Advance payments for equipment

The Contracting Authority will settle a portion of the amount for supply and transport of equipment, as specified in the Bid Estimate and designated AVO, in an advance transfer promptly after the Contract has entered into force and the prerequisites for the advance transfer are fulfilled, as follows:

- 30% (thirty percent) of the Contract Price for the AVO items will be paid at the time of Contract entry into force and upon the advance invoice to said amount, provided that a financial security instrument to secure the advance payment has been received,
- 30% (thirty percent) of the Contract Price for the AVO items will be paid 5 (five) months after said Contract has entered into force, or after all the components are ready for assembly/installation, and upon receiving the advance invoice to said amount and a financial security instrument to secure the advance payment,
- 20% (twenty percent) of the Contract Price for the AVO items will be paid before dispatch of individual equipment items to the site for positioning, upon receiving the advance invoice to said amount incl. a financial security instrument securing the advance payment.

To receive the advance transfer for equipment, the Contractor has to issue an advance invoice or advance request to the Contracting Authority who settles such invoice /request no later than in 15 days following the issue date. The prerequisite condition for acceptance of an advance invoice /request is the Contractor's submission of the original irrevocable and unconditional bank guarantee payable on first demand, issued by a first-class bank in compliance with the ICC Uniform Rules for Demand Guarantees (URDG, revised 2010), to secure the advance payment. The bank guarantee securing the advance payment in the amount of advance transfer must be valid for at least 90 (ninety) calendar days beyond the agreed last delivery deadline for equipment to be covered by said advance transfer, as specified in the Bidder's detail time schedule referred to in Art. 20 hereof and to be submitted to the Contracting Authority before the payment can be made. Should it occur as a result of delay or for any other reason that the validity of the bank guarantee is shorter than the scheduled latest delivery deadline for equipment to be covered by such advance transfer, the Contractor shall arrange for extending the guarantee, otherwise the Contracting Authority shall be entitled to realize the bank guarantee and retain the funds until final acceptance of delivery. Such amount withheld shall bear no interest. The Contracting Authority may realize the security for advance transfer if the Contractor fails to perform its obligations to the Contracting Authority as stipulated by the Contract, or in the event that the Contractor fails to perform because of insolvency proceedings initiated against it.

Accounting and payment modality

(bank transfer into a bank account, or other modality)

The Contracting Authority will pay for the work performed into the Contractor's bank account no. opened with based on monthly approved interim accounting partial invoices and on the last approved final accounting invoice.

The liabilities of the Contracting Authority may also be settled as specified below, and it shall be deemed that both Parties find the payment modalities listed below as customary and representing a well-established business practice:

- by direct transfer to sub-contractors in accordance with Art. 18 hereof,
- by offsetting mutual accounts or by assignment of total amount of Contractor's liabilities to the Contracting Authority or to controlled or associated companies of the Luka Koper Group,
- By chain compensations – no default interest charged to such amount,
- by assignment or any other modality for settling liabilities with other companies/ legal entities, provided that the Parties sign the required documents underling for such payment, as per Code of Obligations /OZ/.

The settlement by offset is made on the due date of invoice or partial invoice, or the parties can agree on another day of settlement.

Without prior written consent of the Contracting Authority, the Contractor is not allowed to assign its receivables due from the Contracting Authority to third party.

270 Article
(Payment term)

The Contracting Authority undertakes to pay each partial invoice in 75 days after the date of service rendered. When so agreed with the Contractor, the Contracting authority may settle its liability before the maturity, provided that a discount of 0.5% (cassa-sconto) on the full amount of the liability shall be awarded for each commenced decade (10 days) of the payment effected before due date. In such a case, the Contractor shall issue to the Contracting authority a credit note to the amount of cassa-sconto, in respect of such early payment.

280 Article
(interim partial invoice)

The Contractor will be issuing interim partial invoices for the work executed until the last day in each calendar month, in accordance with the work progress, and based on the preliminarily ascertained quantities of materials built in/installed by the Supervisor.

Each interim invoice for the work performed therein shall create the basis for the Contractor's account receivable only after it has been duly approved by the Contracting Authority.

If a partial invoice is refused by the Supervisor, it shall be deemed that it is refused by the Contracting Authority too. The Supervisor's approval of a partial invoice shall not mean approval of the Contracting Authority: the latter can still refuse it and send remarks or objections to the Contractor.

The Contractor has to submit each partial invoice no later than by the 3rd day in the month for the work executed in the preceding month. The Contracting Authority undertakes to examine each partial invoice, to approve it or issue any comment or objection to the Contractor within 10 (ten) calendar days after receiving the situation. Should the Contracting Authority send any remark or objection, such a partial invoice shall be deemed as approved.

290 Article
(final account and final invoice)

The final account of the work hereunder shall be made based on the final account approved by the Contracting Authority.

The Parties understand that after the acceptance of work and submission of financial instrument as a security for elimination of defects in the warranty and/or defects liability period, they start compiling the final account which shall be made at the latest in 60 (sixty) days following the acceptance of work or reconciliation of disputed issues.

The final account comprises primarily:

- value of all work executed hereunder, and any additional work;
- amounts paid for interim partial invoices;
- final amount to be paid out to the Contractor, or returned according to the undisputed portion of the account;
- default interest payable to the Contractor on account of delayed payment of any partial invoice;
- any amounts due from lower value of work executed, cost or damage suffered by the Contracting Authority for errors/ defects;
- any flat-rate damages (handling/ process costs) accounted hereunder;
- information whether the work hereunder was executed in due term/ by the deadline quoted in the Contract, and where not, how long was the delay/ for how many days was the deadline exceeded;
- amount of contractual penalty and of any damage incurred;
- information on any other disputable matters still lacking agreement.

In the final account will be resolved any open issues or relations between the Parties hereto, incl. decision on exercising their reciprocal rights and obligations hereunder. The final account has the character of an out-of-court settlement between the Parties for those rights and obligations where the Parties have reached agreement.

All works executed hereunder which are the obligation of the Contractor or for which it is authorised to execute, irrespective whether comprised in the interim monthly invoice or not, are included in the final account. The final account can also bring about a change in the factual status or situation ascertained in interim monthly invoices to date.

The Contractor shall submit to the Contracting Authority the final – closing accounting invoice in 8 (eight) days after the final account was made and signed. The signed final account is underlying for issuing the final invoice.

300 Article
(withheld payment)

The Contracting Authority is entitled to withhold the payment to the Contractor in the following cases:

- In case of real or imminent damage or loss resulting from the Contractor's sphere: The Contracting Authority may withhold payment amounting to the damage/loss ascertained, and withhold it for the time needed to assess the damage/loss, or to establish that the imminent damage or loss will not occur;
- Where the Contracting Authority ascertains a defect in the subject matter hereof that is attributable to the Contractor's fault: In such a case, the Contracting Authority may

withhold the payment amounting to the cost estimated for elimination of such defect or lower value of the subject matter hereof, and to other indirect damage or loss that has occurred or is imminent; payment may further be withheld for the time necessary to ascertain the cost of elimination of such defect or lower value or other damage or loss, or in case the Contracting Authority demanded the Contractor to eliminate the defects alone, payment withheld for the time needed for full elimination of defect by the Contractor; - Where delayed execution of work attributable to the Contractor has incurred or is imminent: In such a case the Contracting Authority may withhold payment amounting to the assessed contractual penalty and to any damage or loss, for the time needed to ascertain the duration of delay, contractual penalty and any damage or loss,

- Where the Contracting Authority finds an error or deficiency in documentation submitted by the Contractor, or error in the accounted public levies/taxes concerning the work hereunder which might lead to a loss or an obligation to pay a fine or public charge by the Contracting Authority, or where such an error or deficiency has to be corrected/eliminated: In such a case, the Contracting Authority may withhold payment amounting to the assessed damage/ loss and to any other liability, for the time needed to correct /eliminate errors,

- Where the Contractor or its Sub-Contractor or another person belonging to its sphere does not submit the guaranties, attestations, certificates or other documents required by this Contract or by law to be delivered to the Contracting Authority, despite fulfilment of prerequisites specified herein by the latter: In such a case, the Contracting Authority may withhold payment as long as the complete documentation is delivered, and

- Where it is possible that subcontractors or suppliers of the Contractor have not received payment for work performed (e.g. if the Contracting Authority is notified by a supplier or subcontractor, irrespective of whether appointed as a subcontractor or not), of which the Contracting Authority shall inform the Contractor and assign a deadline for resolving the situation or submit satisfactory explanation; in such a case, the Contracting Authority may withhold payment until the dispute between the Contractor and its Subcontractor has been resolved in the manner specified in Art. 19 above;

- in other cases stipulated herein or by the law.

The right to withhold payment to the Contractor is not precluded by other rights of the Contracting Authority hereunder - it is complementary thereto and the Contracting Authority can concurrently, or before exercising its other rights (such as claims arising from errors/defects), make use of its right to withhold payment under this provision.

The Contracting Authority may also exercise this right to withhold payment after an interim or the final invoice was approved, however, only for the damage/loss, errors/defects and default that the Contracting Authority was unable to exercise earlier.

Where the Contracting Authority has withheld payment on any ground stipulated herein it shall not be in default with payment and has not breached this Contract.

Delivery and Acceptance

310 Article (general on delivery)

The Contracting Authority accepts the work performed hereunder from the Contractor under condition that the work has been executed on the required quality level, the products and appliances in the facility are faultless and cleaned, all the premises/areas on the site are cleaned and all the waste/ debris and other materials removed from the building and construction site.

The acceptance of work and materials is protocolised and signed by both Parties.

The prerequisites for acceptance of work and materials will be fulfilled when the Contractor will have:

- executed all the works agreed in the Contract in the required quality and quantity compliant with the Contract, regulations and rules of the profession;
- eliminated/corrected all deficiencies found in the quality check/audit,
- delivered to the Contracting Authority all the documentation required by the law governing the construction of buildings (in sufficient number of hard copies and in electronic form, both in an active and PDF format), and other documentation required herein or customary, to prove the quality of the work executed, such as attestations, certificates, guarantee certificates and record sheets, statement of conformity for equipment and appliances, and any other documentation necessary,
- delivered a proof of a final decision issued by the authority competent for issue of the operational acceptance certificate (permission to use the facility), after such decision is issued or where such operational acceptance certificate or any other permit have to be acquired.

The terms for acceptance of subject matter of the Contract have to be fulfilled cumulatively: where any of the conditions is not satisfied, it represents an obstacle to acceptance.

The Contractor shall submit the security to the Contracting Authority in 15 days after the acceptance/taking delivery for elimination of defects in the Defects Liability Period, otherwise the Contracting Authority shall realize the financial security Performance Bond.

320 Article (Acceptance procedure)

Once the Contractor has performed all the work agreed by the Contract, it shall advise, in writing, the Contracting Authority requesting the latter to undertake the preliminary quality check/ audit. Such check / audit has to be done at least 5 (five) days before the scheduled date of acceptance, unless the Parties agree otherwise. At the time of the preliminary quality check/audit the Parties can detect any defects which have to be eliminated by the Contractor before the acceptance; the acceptance date is to be determined by both Parties. The Contractor shall eliminate all defects ascertained until the acceptance deadline; failing to do so, the date of acceptance will be postponed.

At the time of acceptance of delivery, the Parties re-examine the work and materials hereunder and ascertain whether the defects detected under the preliminary quality check have been eliminated or any further defects exist, and ascertain whether all other prerequisites for acceptance are fulfilled.

The Contracting Authority is under obligation to accept the work and material where it is ascertained on the acceptance date that all defects were eliminated and no other errors or defects exist, that the Contractor has successfully completed all the work under the Contract and submitted the whole documentation (attestations, certificates, guarantee certificates and record sheets, statement of conformity for equipment and appliances, and any other documentation necessary) and that all the required administrative permits were obtained, leaving no other obstacle to acceptance.

Should it be ascertained at the time of scheduled acceptance that the work performed is not fully compliant with this Contract, or that the work is incomplete, or that all errors/defects found at the time of prior quality check were not corrected/eliminated, or that any prerequisite for acceptance remains unfulfilled, the Contracting Authority may at its own discretion either refuse acceptance of work, or accept the work as is, with defects. Where the Contracting Authority decides to refuse acceptance of work, it shall be deemed that delivery did not take effect. The Contracting Authority grants an adequate deadline for fulfilment of obligations hereunder to the Contractor who has to ensure that all the conditions for acceptance are fulfilled in due time. Where the Contracting Authority decides to accept the work with defects, it can exercise all the rights pertaining to it under the warranty and/or guarantee terms, contractual penalty for default in a broader sense, and assert other claims under the Contract and by operation of the law.

The Parties agree that in case of doubt it shall be deemed that the Contracting Authority did not implement the acceptance of work, except where it is explicitly indicated in the Protocol that the Contracting Authority did accept the work, or where no deficiency or obstacle to acceptance is ascertained in the Protocol.

330 Article
(repeated acceptance after defects elimination)

After the Contracting Authority has refused acceptance, the Contractor shall correct all deficiencies and eliminate all obstacles to acceptance in the shortest time possible, but no later than by the deadline granted, and call on the Contracting Authority to accept the work.

At the time of repeated acceptance of work, the Parties ascertain if all defects and deficiencies were eliminated and check the compliance with all other conditions for acceptance.

Should any other condition for acceptance remain unsatisfied, the Contracting Authority may either refuse to accept, or accept the work, at its own discretion. Acceptance may be refused several times, until all the prerequisites for acceptance are satisfied and all errors/defects and deficiencies are eliminated.

Where the Contracting Authority should accept the work despite an error or defect or certain obstacle to acceptance, it can insist that the Contractor shall eliminate such defect or fulfil any other obligation outstanding to date (e.g. delivery of documentation, etc.) after the acceptance date. In such a case, the acceptance has taken effect but the default on the part of Contractor was not eliminated and persists as long as the Contractor has remedied all defects and satisfied all other conditions for acceptance (default in broader sense).

340 Article
(unfounded refusal of acceptance)

Acceptance shall be deemed as effected despite a protocolised refusal to accept by the Contracting Authority, provided that the Contractor is able to prove that no substantiated ground for refusal exists.

The fact that the subject matter of the Contract has a small number of minor defects is not a substantiated reason for refusal of acceptance. A minor defect is a defect with no impact on the use of the subject matter of the Contract and can be eliminated subsequently without particular difficulty. A defect that is an obstacle to the use of the object hereof, or the elimination of which would be aggravated after coming into operation, is definitely not a minor defect.

Existence of slight/insignificant shortcomings/deficiencies in the documentation is not a substantiated reason for refusal of acceptance. A slight deficiency/shortcoming in the documentation is absence of some instruction for use or some document that can be easily and promptly replaced. However, a 'slight deficiency/shortcoming' shall in no case be understood as a deficiency in the documentation relating to the required permits, consents, attestations, conformity statements or other certificates required under the applicable laws and obligatory to be supplied with appliances and equipment for safe use and operation. Furthermore, where the documentation underlying for acquiring of any administrative or other permit is not delivered, it is **not** a slight shortcoming.

350 Article
(exclusion of possibility of implicit /conclusive acceptance of delivery)

The Parties understand that the (delivery of the) subject matter hereof may only be accepted in the modality stipulated in this Contract. The commencement of use of the subject matter hereof by the Contracting Authority, the acquisition of the operational acceptance certificate (permission to use the facility), or any other event shall not be deemed as the acceptance of delivery: the acceptance of facility cannot be proved by such events.

Where the Contracting Authority has placed the subject matter hereof into operation before the Parties protocolised the acceptance of delivery, it shall be deemed that acceptance of delivery did not take effect. In such a case, the Parties ascertain the status/ condition of the subject matter hereof and any deficiency therein which must be corrected or eliminated by the Contractor, and establish whether any work is incomplete and remains to be executed. Acceptance of delivery of the subject matter hereof shall take effect only when the Contractor has advised the Contracting Authority that the subject matter of the Contract has been complete, and calls on the former to undertake the (repeated) acceptance. In such a case, the Contractor shall be exempt from liability only for any such deficiency on the subject matter hereof that was caused by the Contracting Authority by incorrect use, or any deficiency resulting from ordinary use, respectively; the burden of proof rests on the Contractor.

Warranty for defects and/or faultless operation guarantee

360 Article
(Warranty for defects and/or guarantee)

The Contractor undertakes to carry out the work hereunder professionally and in the required quality, compliant with applicable regulations, standards and rules of the profession, and as a responsible professional.

In addition to timely and complete execution of the work hereunder, the Contractor shall make sure that its work is defect-free. The Contractor warrants for defects of the subject matter hereof in the scope of the warranty and general guarantee for faultless operation agreed in this Contract. Warranty for defects and the guarantee for faultless operation are not mutually exclusive. In case of doubt it shall be deemed that the Contracting Authority is asserting its claim on both grounds.

In respect of warranties for faults/ defects, the Parties have agreed on a specific contractual regime. The statutory regulation shall be applied to the extent of mandatory provisions and where not contrary to the contractual regulation and purpose herein, i.e. for each defect that remains not entirely eliminated by the Contractor, the Contracting Authority is entitled to receive

such compensation that places it in equal position in which the C.A. would have been if the Contractor had performed its work faultlessly, without any defect.

The Contractor shall further provide a guarantee for faultless operation for all work, equipment, materials and appliances hereunder, ensuring that no fault or defect will occur during the Defects Liability Period.

370 Article
(Employer's liability for staff)

The Contractor shall warrant for the quality and reliability of work done either by the Contractor alone or by engaging third party as its subcontractors, or individuals standing in any other relation to the Contractor, for the work hereunder.

Should the Contractor not inform the Contracting Authority about the sub-contractors engaged in the work hereunder, the Contractor shall be liable for any cost or damage resulting therefrom. The Contracting Authority can charge any cost of damage attributable thereto to the Contractor, without notifying it in advance, or can deduct the amount of such cost and damages from any liability payable to the Contractor.

380 Article
(on-site supervision)

The Contracting Authority may appoint the Supervisor and its own officers to monitor and supervise the Contractor and the execution of work already in the course of work hereunder.

Where the Contracting Authority finds any insufficient quality and/or incorrect execution of work hereunder, it is entitled to demand from the Contractor to stop such work until satisfactory conditions for the correct and quality execution are reached. The Contractor shall bear all the cost of such work put on stop and damage or loss inflicted on the Contracting Authority, and the latter shall charge the Contractor with such cost or loss without prior notice, or deduct the amount of cost and damages from any liability payable to the Contractor. Where the Contractor suffers any cost for having to stop the work, it shall not reverse such costs on to the Contracting Authority.

Any work stop and the ground for it is recorded in the Building Logbook. The Contractor shall promptly address such a situation and shall provide for or restore the condition for proceeding with its work so as to ensure adequate and quality-level execution of work. Should the Contractor fail to do so in eight (8) days, the Contracting Authority may withdraw from the Contract.

Any delayed completion of work hereunder attributable to such a work stop referred to in this Article shall be deemed to be for the Contractor's account.

390 Article
(warranty and/or defects liability period)

a) For the construction work, or building object incl. all construction and craftsmen's works (GOI):

General warranty and defects liability period for the work performed, materials installed or built-in, appliances and installations shall be 5 (five) years after the subject matter hereof has been accepted, as provided in Section »Delivery and Acceptance«.

The warranty and defects liability period for construction solidity shall be for 10 (ten) years from the acceptance date. Herein, the 'defects in construction solidity' shall also comprise all defects that considerably aggravate or render the use of the work, equipment, appliances or installations impossible.

The new defects liability period or warranty period shall commence with the day of replacement or repair for the parts of the building, installations and appliances that were replaced, or for the repairs made in the defects liability period.

Guarantee and/or warranty are dependent on normal conditions for use and adequate and professional maintenance. The Contractor is relieved from guarantee/warranty liability where it can prove that a defect is attributable to an unusual modality of use or inadequate and unprofessional maintenance. It shall be deemed that the Contractor is found liable for a defect where an unusual modality of use or inadequate or unprofessional maintenance has resulted from deficient instructions on the part of the Contractor, or insufficient explanations to the Contracting Authority or to employees of the latter.

b) For equipment (cranes/hoists, etc.):

General warranty and defects liability period for cranes and other equipment is 2 (two) years from the date of acceptance of such equipment, as it is explained in the part Delivery and Acceptance.

The new defects liability period or warranty period shall commence with the day of replacement or repair for equipment/ parts thereof replaced, or for the repairs made in the defects liability period.

Guarantee and/or warranty are dependent on normal conditions for use and adequate and professional maintenance. The Contractor is relieved from guarantee/warranty liability where it can prove that a defect is attributable to an unusual modality of use or inadequate and unprofessional maintenance. It shall be deemed that the Contractor is found liable for a defect where an unusual modality of use or inadequate or unprofessional maintenance has resulted from deficient instructions on the part of the Contractor, or insufficient explanations to the Contracting Authority or to employees of the latter.

During the Defects Liability Period, the Contractor undertakes to eliminate all defects resulting from software faults/malfunctions that can be resolved by remote access, in 24 hours (workdays only) from receiving the notification, at the Contractor's own cost. For all other failures /defects (mechanical, constructional, etc.), the Contractor shall submit to the Contracting Authority a time schedule indicating foreseen activities to eliminate defects, in 24 hours (workdays only) from having received the notification and actively commence eliminating them. In the event of failure/standstill of a crane or other equipment which could result in major problems with operations with cranes or other equipment of the Contracting Authority (non-operational crane), the Contractor shall send an expert to the Contracting Authority in 48 hours after receiving the notification of defect; such expert shall eliminate the failure in the shortest time possible (in agreement with the Contracting Authority).

c) For sistem »WMS«:

General warranty and defects liability period for the WMS system of warehouse no. 54 amounts to 10 (ten) years after the subject matter hereof has been accepted, as specified in the chapter "Delivery and acceptance".

The Contractor undertakes to provide support to the client during this period from Monday to Friday from 6:00 a.m. to 9:00 p.m., Saturday from 6:00 a.m. to 1:00 p.m. with a maximum response time of one hour. The contractor's email address for reporting errors is _____@_____.

The Contractor undertakes that, during the warranty and defects liability period, at his own expense, within one hour of reporting the defect or receiving notification of the error (received during the period Monday to Friday from 6:00 a.m. to 9:00 p.m., Saturday from 6:00 a.m. to 1:00 p.m.) proceeded to eliminate the errors and within a further period of 24 hours eliminated all errors that the Contractor can eliminate via remote access. For all other errors (i.e. errors that the Contractor cannot correct via remote access), the contractor must, at his own expense, provide the client with a timetable with planned activities for error correction and actively begin error correction within one hour of reporting the error. In the event that due to a fault in the (WMS) system the elevator or other equipment would stop, which would cause major problems for the client when working with the elevator (inoperability of the elevator) or other equipment, the contractor must send an expert to the client's location within 24 hours of receiving the notification, who must rectify the error as soon as possible (in agreement with the client).

The warranty and/or defects liability under this agreement is subject to normal conditions of use. The Contractor is released from liability if he proves that the defect is the result of unusual use. In this case, it is considered that the contractor is still responsible for the error if the unusual use is the result of insufficient instructions from the contractor or insufficient explanations from the contractor to the client or his employees.

D) General

Should the Contractor not eliminate the failure/ defect within the timeframe provided in the preceding paragraph of this Article, the Contracting Authority may place an order for repair with another entity, at the cost and risk of the Contractor. Having awarded the repair work to another entity for reasons stated in this paragraph, the Contracting Authority shall not lose any rights and benefits from the Contractor's warranty for the subject matter hereof.

In the event of a failure/ standstill of a crane or other equipment due to defects referred to in paragraphs above of this Article, the Contractor shall indemnify the Contracting Authority for all damage resulting from such defects.

The Contractor undertakes to maintain availability of spares and potentially intervene with an after-sales service for the cranes and other equipment, and the spares (original or equivalent) referred to herein for no less than 15 years after the Contract is signed. Proving that it is equivalent is on the Contractor's side.

Any spares repaired or installed during the defects liability period shall be subject to the same warranty terms as the original parts or cranes or other equipment. However, the guarantee for the parts replaced and repaired does not exceed 4 (four) years from the date of acceptance of an individual crane or other equipment (other than the warranty for steel structure and paint that is valid for 8 years from the acceptance date of the subject matter hereof).

The following items /parts are excluded from the warranty:

- the repair or replacement which becomes necessary due to normal wear and tear, or due to vandalism;
- exhaustible items/ materials, including but not limited to, such items as bulbs and fuses;

- Items needing repair, replacement or modification carried out or commenced by the Contracting Authority;
- Failures of which were not duly reported to the Contractor within the defects liability period;
- Faults or damage incurred due to negligence other than negligence on the part of the Contractor, accident, abuse, improper installation (other than the installations undertaken by the Contractor or its subcontractor), at the fault of the Contracting Authority not observing the instructions for use/ operation of the crane/ equipment.

The guarantee for steel structure and paint shall be valid for no less than 8 (eight) years from the date of acceptance of the subject matter hereof.

The guarantee comprises the free spares, transport cost and assembling/ installation, i.e. all the costs incurred for repairs, including the arrival of an authorised service engineer and the work performed.

400 Article (Notification of Defect)

The Contracting Authority shall notify the Contractor of any defect found in the warranty and/or defects liability period promptly, in the shortest time possible. However, even where the Contracting Authority has not notified the Contractor promptly, it shall not lose its rights pertaining to it on the ground of guarantee and/or warranty: the Contractor can only file an objection that the damage resulting from late notification of defect or the cost of defect elimination are higher. In such a situation, the Contracting Authority shall bear the share of cost for elimination of defect or damage resulting from late notification of defect.

The Contractor is not entitled to file an objection for any notified defect on the ground that the Contracting Authority ought to have ascertained or reprimanded such defect at the time of Acceptance of work, except where the Acceptance Protocol explicitly states that the Contracting Authority agreed with that particular defect, or waived the enforcement any warranty or guarantee claim.

410 Article (elimination of defects)

In the timeframe of the warranty and/or defects liability period the Contractor undertakes to correct all deficiencies ascertained and notified by the Contracting Authority no later than in 10 (ten) workdays from the receipt of the notification, for WMS system no later than in 48 hours from the receipt of the notification. For cogent reasons, such a period /deadline may be extended in agreement with the Contracting Authority. Where the deadline for elimination of defects is not extended by mutual agreement, the Contractor has no right to object on the ground that a 10-day term is too short; herein, the Parties define such a timeframe as an adequate timeframe for elimination of defects.

The Contracting Authority can shorten the ten-day timeframe where so required by the inherent nature of such defect (urgent repair) or of the work process of the Contracting Authority (repair or elimination of defect may not be deferred). In such a case, the shortest deadline is 24 (twenty-four) hours after the notification was sent.

Where the Contractor deems such a shortened timeframe as too short, it shall notify the Contracting Authority no later than in 8 (eight) hours after having received the notification, and

The Contracting Authority is not under obligation to grant an additional timeframe for elimination of defects and can move on to other claims under the warranty and/or defects liability period if the Contracting Authority should have lost confidence in the Contractor's ability or competence to eliminate a defect. The burden of proof for such objective nature of the circumstances, leading to its loss of confidence in the Contractor, rests on the Contracting Authority.

Should the Contractor fail to eliminate a defect in the given time, or inform the Contracting Authority of its refusal to eliminate the defect, or where such an attitude is evident from the conduct or acts of the Contractor (e.g. where the Contractor does not respond, does not come to inspect the site, does not answer to messages, etc.), the Contracting Authority may at its sole discretion enforce another claim under the warranty and/or guarantee, as follows:

- insist on elimination of defect by the Contractor, and is not under obligation to forward any additional or new notice or claim to the Contractor,
- eliminate a defect engaging another external contractor and claiming a refund of such costs from the Contractor,
- eliminating the defect by its own employees and funds/ assets, and invoicing to the Contractor with the customary value for such defect elimination as payable if the Contracting Authority had engaged an external contractor,
- Refrain from eliminating the defect and charge the Contractor with lower value of the defective equipment as a result of such defect: lower value can be accounted either as assessed lower value of a defective equipment item or as a estimated sum total of all the costs arising in the future to remedy such defect,
- Withdraw from Contract for grounds on the part of Contractor.

In all cases listed above the Contracting Authority is also entitled to a lump-sum compensation for damage assessed by agreement of both Parties at 5% (five percent) of the appraised or factual value of the cost or lower value resulting from such a defect. Such lump-sum compensation is to cover the handling (process) cost of the Contracting Authority while dealing with such a defect (for the time used of employees and other expenses)

In any case is the Contracting Authority entitled to claim from the Contractor all other damages directly or indirectly attributed to such a defect.

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For each defect detected and ascertained, the Contracting Authority shall acquire all the rights pertaining to it herein. The Contracting Authority can enforce compensation for several defects collectively or separately. It can enforce a different claim under warranty and/or guarantee for each of the defects claimed.

The Contracting Authority may enforce all the rights pertaining to it from the guarantee and/or warranty by a single statement given in writing or verbally.

Where the Contracting Authority has obtained an account receivable due from the Contractor (for the cost of eliminating a defect, lower value, lumpsum compensation, other damage or loss, etc.) based on the rights enforced in such a procedure, it can enforce such a right by deducting such amount from its liability payable to the Contractor (withholding the payment and offset), or by realization of the bank guarantee and/or other security instruments, by claiming payment from the Contractor or by realization of such account receivable in any other way. The Contracting Authority shall choose the order of sequence for realization of its account receivable from the Contractor and may choose any approach or several ones combined until the full repayment is received.

440 Article
(loss of right for the Contracting Authority)

The Contracting Authority shall not lose its rights from warranty and/or defects liability period in one year's time after the issue date of notification of defect, which according to the agreement in the Contract between the Parties is not a condition for acquiring such rights: the Parties agree that an account receivable expires in 3 (three) years from the moment at which all the elements underlying for the calculation of the receivable (i.e. when all the invoices of contractors for the elimination of defects are received, etc.) are known to the Contracting Authority.

Insurance contracts and financial security instruments for the Contractor's liability

450 Article
(insurance contracts and financial security instruments)

For its liabilities, the Contractor has to provide the Contracting Authority with the insurance and financial security instruments:

- The financial security 'Performance Bond Form'
- Financial security instrument for elimination of defects in the warranty and/or defects liability period,
- Insurance policy for general civil liability and for construction insurance.

Financial security instruments are not mutually exclusive with other rights herein but it rather complements such other rights. The Contracting Authority can enforce the rights acquired herein (e.g. right to withdraw from Contract and realization of security instrument, or other) cumulatively or separately. It shall not be deemed that the Contracting Authority waived any right if it has not enforced such right forthwith. Any waiver of a right by the Contracting Authority shall be made in writing and explicitly to be valid.

An adequate financial security instrument hereunder is an original unconditional, irrevocable bank guarantee payable on first demand and compliant with the ICC Uniform Rules for Demand Guarantees (URDG), revised 2010) or an equivalent surety bond of an insurance company. Both the bank guarantee and the surety bond are adequate only if issued by an eligible entity with the status of a bank or insurance company under the regulations of any EU Member State.

460 Article
(substitution /replacement of financial security)

Where a financial security instrument is realized in full or in part, the Contractor shall substitute, in 8 (eight) days, a new equivalent financial instrument to the Contracting Authority. That obligation applies also where the validity term of a financial security instrument has to be extended or changed in respect of changed quality and quantity in the course of execution of work hereunder. Failing to do so shall trigger the same consequences as if the Contractor has not provided any financial security instrument at all.

470 Article
(rights pertaining to Contracting Authority)

Where the Contractor fails to provide any insurance or security instrument hereunder, the Contracting Authority is entitled to, at its sole discretion:

- withdraw from the Contract with immediate effect for reasons on the part of the Contractor and realize the financial security instrument available at that time to cover the cost and damage/loss,
- maintain the Contract and withhold from the sum owed to the Contractor for the work performed at the given time, interest-free, an amount corresponding to an equivalent percent (%) of the assessed contract value that should be stated in the financial security instrument which was not substituted, extended or made otherwise available to the Contracting Authority.

480 Article
(Realization of financial security instrument)

The Contracting Authority can use any financial security instrument in order to realize the amount sufficient to repay all the cost and damage incurred, as well as all recover other receivables due from the Contractor under this Contract on account of the Contractor's breach.

Where the Contracting Authority realizes the financial security instrument because the Contractor has not provided another financial security instrument and if the Contracting Authority does not have any past-due receivable due from the Contractor at that time, the amount realized shall substitute a financial security instrument and stand for a warranty (security) of a potential future receivable of the Contracting Authority. The amount is withheld, not bearing any interest, until the validity term of the lacking financial security instrument expires, or it can be used to cover all the expenses, damage or loss incurred to the Contracting Authority on the ground of defects, and to realize all other accounts receivable based on this Contract on the ground of the Contractor's breach.

Where the Contracting Authority has realized a financial security instrument to an amount exceeding the sum total of costs and damage incurred to it, then it shall repay the balance (difference) between the damage incl. costs incurred and the amount unjustifiably realized under the financial security instrument, except if the Contracting Authority has a probable future receivable due from the Contractor. In such a case, the balance may be withheld, interest-free, until it is established that no account receivable due from the Contractor will be issued.

490 Article
(performance bond)

The Contractor undertakes to deliver, in 8 (eight) workdays after contract signing, to the Contracting Authority a financial security instrument amounting to 10% (ten percent) of the assessed contract value increased by VAT as a security for execution of obligations hereunder, which instrument shall be valid for at least 90 (ninety) days beyond the expiry of the contracted timeframe for completion of work hereunder.

In the event of extension of the contractual timeframe for completion of works, irrespective of the reason, the Contractor shall procure and deliver to the Contracting Authority, in eight (8) days upon signing the underlying Annex, an adequate extension of the financial security instrument with validity of no less than 90 (ninety) days beyond the extended deadline for completion of work.

The Contracting Authority can realize the Performance Bond as a financial security instrument in the following cases:

- the Contractor's breach of the Contract,
- withdrawal by the Contracting Authority on the ground of the Contractor's breach or default,
- the Contractor has not submitted the financial security instrument for elimination of defects in the warranty and/or defects liability period as provided in Art. 51 hereof, where deficiencies and/or defects ascertained are not eliminated in a reasonable timeframe set and claimed by the Contracting Authority,
- insolvency proceedings is initiated against the Contractor,
- in all other cases stipulated herein or in the documentation on public contract award.

500 Article
(Insurance contracts)

The Contractor undertakes, in 8 (eight) workdays from Contract signing, to submit to the Contracting Authority: a copy of insurance policy liability insurance for damage/loss that may incur to the Contracting Authority and third party associated with the pursuit of its business activity, for the annual sum insured of no less than EUR 200,000 (two hundred thousand EUR), along with the Insurance Terms & Conditions, and (2) a copy of insurance contract for construction insurance to insure the facility in construction, materials and equipment to be built-in or installed in the facility against the usual risks and damage to existing adjacent buildings, for the sum insured equal to the Contract value, incl. Insurance Terms and Conditions.

Where the Contractor fails to submit insurance contract but the Contracting Authority does not withdraw from the Contract but rather maintains it, the Contractor shall bear all the cost and damage inflicted on the Contracting Authority that might arise therefrom. The Contractor agrees and allows to account for such cost and damage in each following interim partial invoice, deducting the amount from the debt of the Contracting Authority to the Contractor. Where the cost and damage incur after the completion of work, the Contracting Authority can realize the defects liability security /performance bond for the warranty / for elimination of defects during the defects liability period/ and additionally account for any balance to the amount of factual damage incurred.

Where the Contractor engages subcontractors, these need to submit a copy of insurance policy for liability insurance to the Principal Contractor, or present any other proof of liability insurance of such subcontractor.

510 Article
(Defects liability security for the warranty periods)

For the elimination of defects in the defects liability and/or warranty period, the Contractor shall submit to the Contracting Authority, in 15 days from the acceptance of work, a financial security instrument – Defects liability security for the warranty periods in the amount of 5% (five percent) of the work executed, increased by the VAT. The validity term of such a financial security instrument shall survive the guarantee and warranty period herein by at least 30 (thirty) days.

Such financial 'defects liability security for the warranty periods' shall cover two different warranty and/or guarantee periods:

- the general warranty and/or guarantee period for which the financial security instrument shall last for no less than 10 (ten) years and 30 (thirty) days,
- the warranty period for construction solidity, for which the financial security instrument shall cover no less than 10 (ten) years and 30 (thirty) days.

Should any defect emerge during the defects liability period and/or warranty period that will not be eliminated before the expiry of that deadline, or where the repair or replacement should lead to extension of the defects liability period and/or warranty period, the Contractor shall extend the validity term of defects liability security for the warranty periods by the time required to ensure the validity term of such financial security instrument for no less than 30 days to survive the expiry of the extended warranty and/or defects liability period.

Should the Contractor be unable to provide a financial security instrument with the required validity term of 30 (thirty) days beyond the warranty and/or defects liability period, the Contracting Authority agrees to receive a financial security instrument with a shorter validity term, provided that the Contractor shall deliver a new financial security instrument before the expiry of the first instrument. If the Contractor fails to submit a new financial security instrument at least 15 days before the expiry of the first financial security instrument, the Contracting Authority is entitled to realize the available instrument. The Contracting Authority withholds the amount so acquired until the expiry of the warranty and/or defects liability period, bearing no interest.

Contractual Penalty

520 Article (general on contractual penalty)

Herewith, the Parties stipulate the contractual penalty for the following cases: (1) non-performance, (2) delay /default and (3) for default in the broader sense caused by error/ defect (improper execution). Contractual penalties can be cumulative, too, in such a case a contractual penalty shall not exceed 20% of the Contract value.

530 Article (Contractual penalty for non-performance)

Where the Contractor fails to execute the work or the subject matter hereof, or the Contracting Authority refuses to accept such Contractor's delayed execution which leads to a situation of non-performance, the Contracting Authority shall be entitled to claim contractual penalty at 10% of the Contract value. If the Contracting Authority claims payment of contractual penalty for non-performance, the performance claim shall cease and it shall be deemed that the Contracting Authority has withdrawn from the Contract. However, in the event of doubt of the Contractor's default it shall be deemed that the Contracting Authority enforces the contractual penalty for default, not for non-performance, except where the Contracting Authority declares otherwise.

The Contracting Authority may enforce the penalty for non-performance also in all other cases resulting in Contract rescission owing to withdrawal therefrom due to default or defects or any other reason on the part of the Contractor.

540 Article
(Contractual penalty for default)

Where the Contractor is in delay with the execution of work or with supply of the subject matter hereof for any reason other than force majeure or grounds in the sphere of the Contracting Authority which constitute an extraordinary extension of the Contract, the Contractor owes to the Contracting Authority 0.5% of the Contract value for each commenced day of default. However, the contractual penalty for delay may not exceed 10 % of the Contract Price. The entitlement to claim contractual penalty for default under the Contract and for factual occurrence of default, the Contracting Authority has no obligation to declare that it reserves the right to contractual penalty. The Contracting Authority may enforce the penalty for default also if it has not expressly reserved the right to contractual penalty at the time of accepting the Contractor's delayed performance. For the need of this provision, the day of execution or delivery of the subject matter hereof shall be deemed as the day when the acceptance of the subject matter of the Contract has been acknowledged by mutual agreement and protocolised.

If the Contracting Authority commences with free use of the subject matter hereof before the acceptance is protocolized – where such free, unhindered use means the use of the entire subject matter hereof in accordance with the function inherent therein, without significant inconvenience for the Contracting Authority – the Contractor can raise objection against full penalty, aiming to reduce the contractual penalty by 50% (fifty percent) for the timeframe from the commencement of free use by the Contracting Authority until the acceptance is duly protocolized.

550 Article
(contractual penalty for default in broader sense)

Where the Contractor has executed or supplied the subject matter hereof to the Contracting Authority in due time, but with factual or legal defects that are notified to the Contractor, it shall pay contractual penalty to the Contracting Authority for the time spent from the notification of the first defect until the correction/elimination of all defects amounting to 0.5% of the Contract Price for each day of defect persisting, however the aggregate penalty not exceeding 10% of the Contract Price. The day on which a message notifying a defect was e-mailed or advised verbally or sent by registered mail to the Contractor shall count as the Defect Notification Date; the day on which it has been protocolized that all defects are eliminated or remedied shall count as the Defect Elimination Date; where the day of defect elimination has not been established by a protocol, the day on which all defects have been in fact eliminated and the subject matter hereof re-delivered to the Contracting Authority for its free use shall be deemed as the Defect Elimination Date.

Herein, a Default in broader sense also comprises the elimination of all defects and shortcomings in respect of documentation to be delivered by the Contractor to the Contracting Authority hereunder.

If the Contracting Authority can use the subject matter hereof unhindered also in the timeframe when the Contractor is correcting/ repairing defects – where such free, unhindered use means the use of the entire subject matter hereof in accordance with the function inherent therein, without significant inconvenience for the Contracting Authority – the Contractor can raise

objection against full penalty, aiming to reduce the contractual penalty by 50% (fifty percent) for the timeframe from the commencement of free use by the Contracting Authority until the date when the acceptance is duly protocolized.

560 Article
(other contractual penalties)

Should the Contractor deliver with delay, or not submit a detail time sheet to the Contracting Authority when summoned to do so, the Contractor has to pay contractual penalty amounting to EUR 500.00 (five hundred €) for each such breach.

Where the Contractor does not keep to the approved plan of the construction site arrangement and intervenes in the surrounding area without prior consent of the Contracting Authority, the latter is entitled to charge EUR 500.00 per day for each day of breach persisting, but no more than 10% of the total contract value.

In the event of breaching the Rules of the Port of Koper corporation, the Contractor shall pay contractual penalty of EUR 500.00 for each breach.

If the Contractor, due to his own fault, exceeds the response time for error correction specified in this contract, he is obliged to pay the client a contractual penalty in the amount of EUR 500.00 for each delayed started hour. In this case, the total amount of the contractual penalty may not exceed 10% of the contractual value for the equipment (list of parts, chapter 8. Equipment).

570 Article
(account of contractual penalty)

Payment of any contractual penalty shall not relieve the Contractor from its warranty and/ or guarantee obligations hereunder, nor from its liability for damages where damage should exceed the contractual penalty.

The amount of penalty invoiced to the Contractor shall be deemed as the account receivable of the Contracting Authority payable by the Contractor and such amount shall be deducted from a liability on the part of the Contracting Authority for payment, or offset with it, as the case may be. An offset can be demanded by the Contracting Authority by a one-sided Statement, irrespective of the maturity and/or illiquidity of an individual account receivable.

In the event that the Contractor's delay or non-performance has inflicted damage or loss to the Contracting Authority in excess of the Contract Price, the Contractor shall pay, in addition to contractual penalty, any cost and loss resulting from such delay or non-performance, in the amount (i.e. the balance to full indemnity) to be invoiced by the Contracting Authority.

Termination of Contract

580 Article
(termination by agreement)

This Contract can terminate before due time based on a written agreement in which the Parties regulate all their reciprocal rights and liabilities, as well as any claims attributable to termination before due time.

590 Article

(withdrawal by Contracting Authority)

This Contract can be terminated before due time based on one-sided withdrawal of the Contracting Authority for any reason on the part of the Contractor.

The Contracting Authority can withdraw from this Contract for any reason attributable to the Contractor, without having to grant an additional deadline:

- *If the Contractor fails, in 8 (eight) work days after signing the Contract, to submit to the Contracting Authority the financial security instrument for solid execution of works (performance bond),*
- *The Contractor fails to submit to the Contracting authority, in 8 (eight) workdays after signing the Contract, a copy of the insurance policy covering the liability for damage or loss that might incur to the Investor and third party in respect of pursuit of their business activity, and the construction insurance to insure the facility in construction,*
 - *If insolvency proceedings is instituted versus the Contractor, or the Contractor is deleted from the Register without (voluntary or compulsory) liquidation,*
 - *If the Contractor has not started work in the term agreed herein, or does not start work even after the Contracting Authority has reminded it and set a new deadline (such new deadline lasting no more than 5 (five) work days,*
 - *If the Contractor should interrupt work without the consent of the Contracting Authority,*
 - *If the Contractor commits a material breach of contractual obligations hereunder or against the law, where such breach renders any further cooperation with the Contractor impossible and it would be unjust to expect from the Contracting Authority to grant an additional deadline for eliminating such a breach,*
 - *in other cases stipulated herein or by the law.*

In the cases referred to in the preceding paragraph, and in other cases dealt with this Contract or by the law, the Contracting Authority shall acquire the right to withdraw when the Contractor commits a breach without having to notify the Contractor in advance or to grant a timeframe for correction of such breach. The Contracting Authority declares withdrawal in an ordinary Statement.

The Contracting Authority can withdraw from this Contract for reasons attributable to the Contractor and persisting even after additional timeframe was granted:

- *If the Contractor is behind schedule with the execution of work and fails to eliminate the delay or reach agreement with the Contracting Authority in respect of that even after the latter has warned the Contractor of the delay,*
- *If the Supervisor or Contracting Authority realise that the Contractor does not achieve the quality level agreed in the Contract and does not establish that quality in the subsequently set timeframe, whereby the Parties understand and agree that 10 (ten) workdays from the notification date is an adequate deadline,*
- *Where the Contractor has breached its obligations hereunder and has not eliminated such breach in the subsequently set timeframe, whereby the Parties agree that 10 (ten) workdays from the notification date is an adequate deadline,*
- *in other cases stipulated herein or by the law.*

In the cases referred to above, the Contractor Authority is entitled to withdraw from the Contract where the Contractor commits a breach, and under an additional condition that the breach persists even after the additionally granted timeframe. The Contracting Authority declares withdrawal in an ordinary Statement.

As long as the work hereunder is completed, the Contracting Authority is entitled to withdraw also from partial or full execution of the subject matter hereof that remained unfinished at that time. In such a case, it is under no obligation to pay to the Contractor any compensation, loss of profit, cost refund or any other payment on account of contract termination before time or decreased order of any other similar ground.

600 Article
(withdrawal by Contractor)

The Contractor can withdraw from this Contract for reasons on the part of the Contracting Authority:

- Due to undue delay in the payment of any partial invoice by the Contracting Authority and the Contractor views the future payment of the liability be at risk,
- If insolvency proceedings is instituted versus the Contracting Authority, or the latter is deleted from the Register without (voluntary or compulsory) liquidation,

In the cases from the first indent of the preceding paragraph, before withdrawal the Contractor has to remind in writing the Contracting Authority of its duty to perform the obligation and set an additional deadline of 10 (ten) workdays to eliminate the breach. In the case referred to in the second indent, the Contractor may withdraw with immediate effect. The Contractor declares the withdrawal in an ordinary Statement.

610 Article
(consequences of consensual termination or withdrawal)

This Contract can be rescinded by way of an agreement on contract termination, or withdrawal from the contract by any of the Parties, with effect from that time on.

Irrespective of the rescission of the Contract, the Contractor shall secure the work performed to that time against deterioration/degradation and prevent any damage. The cost of such protection and prevention of damage shall be borne by the Party responsible for the rescission.

Immediately upon withdrawal from the Contract, the Parties undertake to prepare for the acceptance of the work executed and the final account thereof, by using, mutatis mutandis, the provisions of this Contract on final account. Before the final account, the Contractor shall submit to the Contracting Authority the entire documentation underlying for the acquisition of respective permits or licences. Where the Contractor fails to submit the a.m. documentation in the given timeframe, it shall be deemed that the Contract was not performed at all, not even in part, and shall return to the Contracting Authority all the payments received for the work performed till that date as a contractual penalty. The Contracting Authority is entitled to realize all the financial security instruments available for repayment of that receivable.

Where the Contract is rescinded for grounds on the part of the Contracting Authority, the latter shall pay to the Contractor the amount of all the work performed, deducting any cost for elimination of defects and any damage incurred, whilst the Contractor is entitled to claim compensation for damage/loss arisen from the Contract rescission. Where the Contracting Authority has made any advance payment, the Contractor is entitled to account for the work performed and return the balance in 15 (fifteen) days. The Contractor has to collect any materials remaining after the Contracting Authority has advised it to do so, and cannot invoice them to the Contracting Authority.

Should the Contract be rescinded for grounds on the part of the Contractor, the Contracting Authority shall pay the amount due for the work executed correctly and faultlessly and useful for the Contracting Authority, deducting any amounts for elimination of existing and expected future defects, contractual penalty and damage resulting from the Contract rescission (e.g. additional costs, or higher price of a new contractor, etc.). It shall be deemed that the work is useful for the Contracting Authority if it can alone or with a new contractor use the work without any additional expense (e.g. adjustments, partial or total demolitions, etc.).

Representatives and communication

620 Article (Representatives)

The Construction Manager of the Contractor is,
tel./mobile:....., e-mail: The Construction Manager must be employed with the Contractor or with the sub-contractor who will perform the major part of construction work and satisfy the terms imposed by the law on construction of buildings. Before commencing work, the Contractor shall submit a proof to the Contracting Authority that the Construction Manager satisfies all the prerequisites for such a position under the law regulating the construction of buildings. The Contractor may replace the Construction Manager named in the Bid only for cogent reasons (death, termination of labour relationship, etc.), upon prior consent by the Contracting Authority. The Contractor has to inform the Contracting Authority in advance of the intended substitution and prove to the Contracting Authority that the newly appointed Construction Manager fulfils all the terms required by the applicable law on the construction of buildings, and the terms required in the Documentation on Public Contract Award.

The Representative of the Contractor is,
tel./mobile:....., e-mail:

The Contractor's Representative is authorised to represent the Contractor in all respects relating to the implementation of the Contract and shall directly cooperate with the Representative of the Contracting Authority.

The Representative of the Contracting Authority is,
tel./mobile:....., e-mail:

The Representative of the Contracting Authority acts for and represents the Contracting Authority in respect of all necessary activities and issues for the implementation of Contract in the scope determined herein, however, the Representative does **not have the powers** to represent the Contracting Authority in any activity beyond the content of this Contract, such as to make any arrangement or agreements constituting a change to the Contract (such as extension of deadlines, placing orders for additional work, etc.). The Representative of the Contracting Authority shall cooperate with the Contractor's Representative during the entire Contract term and provide the Contractor's Representative with all necessary data, information and instructions that fall into the scope of competence and obligations of the Representative hereunder.

The Supervisory Manager of the Contracting Authority vested with competence specified herein and by the law on construction of buildings is,
tel./mobile:....., e-mail:

The Parties shall inform each other on any change in their Representative in 3 (three) workdays following the replacement.

630 Article
(communication)

All notices /notifications by the Parties and other relevant communication must be sent to the addressee by registered mail or by e-mail. Relevant communication is the communication dealing with the provisions of the Contract, on the course of construction work, services and supplies, Design documentation and any change to documentation, situation, taking delivery and approvals, payments, orders placed, injunctions, reminders/ dunning letters, objections and other communication the aim or effect of which would have a significant influence or impact on any of the Parties hereof.

Operational communication not containing a significant effect may be held by phone or given in person, verbally. All writs and electronic mail must be addressed to the competent contact persons determined herein.

Both Parties undertake to check their electronic mail currently. It shall be deemed that any message emailed to electronic mail addresses stated herein is delivered on the next workday, except where a proof of non-delivery has been received.

Anti-corruption Covenant, and transactions with members of the Management Board, Supervisory Board, Managing Directors and Prokurists

640 Article
(Nullity or invalidity)

The Parties hereby acknowledge having been informed and aware of the fact that said Contract be null and void if at any stage of negotiation/conclusion or execution hereof any person had or will have promised, offered or given on behalf or account of the Contractor or Service Provider to any representative, agent or broker of the Contracting Authority any undue advantage or benefit with the intent of acquiring the business hereunder, concluding said business under more favourable terms, by omission of the due supervision over the performance of obligations hereunder, or by any other act, conduct or omission resulting in a damage or loss to the Contracting Authority, or allowing to obtain undue advantage to any representative, agent or broker of the Contracting Authority and/or or the Contractor/ Service Provider or to their representatives, agents or brokers.

The Parties are committed to avoid any conduct that might lead to, or result in annulment or voidness of the Contract in the meaning of the preceding paragraph. This statement stands for the Statement required by the regulations on integrity and prevention of corruption.

Having signed this Contract, the Contractor declares that it has not, and will not enter into business transactions with the members of the Management Board, Supervisory Board and Managing Directors and Prokurists (authorised officers holding any general commercial powers) or with their family members at any time of negotiating or concluding or implementing this Contract; the Contractor acknowledges the obligation to notify the Company of the Contracting Authority in advance of any such business or transaction as required by Article 270^a of the Companies Act (ZGD) which imposes to obtain consent by the Supervisory Board or the General Meeting, resp. where a company does not have a controlling body, for entering into any such business or transaction. The Contractor declares to be informed of the content of this paragraph, to acknowledge its duty to inform and the consequence arising therefrom, and agrees that no

written Statement on non-existence of such circumstances by the Contractor is necessary, or waives making any such Statement, respectively.

Resolutive condition

650 Article (Resolutive condition)

This Contract shall terminate upon the occurrence of the Resolutive Condition, which is materialized when the Contracting Authority has been informed that a court has unappealably ascertained, or ruled on, any breach of the obligations under Art. 3 par. 2 ZJN-3 on the part of the Contractor hereunder or by its sub-contractor, respectively, or when the Contracting Authority has been informed that a competent government authority has ascertained no less than two breaches on the part of the Contractor against the labour legislation (regulations on remuneration for work, working and rest times, carrying out the work based on civil law contracts despite existence of a labour relationship, or in any breach arising from illegal/ black market employment), for which any fine(s) for violation has/have been unappealably imposed on the Contractor.

Where the Contracting Authority gets informed of such breach, it shall notify the Contractor in ten days. In the timeframe determined by the Contracting Authority – such timeframe not exceeding 15 (fifteen) days – the Contractor can submit a proof of having taken sufficient action to prove its reliability despite any such breach persisting. Where a breach is found in its subcontractor, the Contractor can submit proof in the same timeframe that its subcontractor has taken sufficient action to prove its reliability despite any such breach persisting. Should the Contractor not have submitted any proof for its subcontractor, or if it has but the Contracting Authority estimates that such action be not sufficient, the Contractor can replace such a subcontractor in the timeframe granted by the Contracting Authority, which may not exceed 15 days in accordance with Art. 94 of the ZJN-3D, or the Contractor can alone take that part of work that was assigned to such a subcontractor, where such replacement or taking up the work does not mean a material change to the Contract. Where the Contractor failed to submit proof for itself or for its subcontractor, or if it submitted such proof but the Contracting Authority estimated that such action as insufficient, or where the Contractor does not take over the work alone or propose a new subcontractor, or where the Contracting Authority refuses such a new subcontractor proposed in due time, as per Art. 94 of the ZJN-3D, the Resolutive Condition shall materialize under condition that the Contract will expire in no less than six months after the day on which the Contracting Authority took note of the breach. Irrespective of the preceding clause, the Public Works Contract awarded shall not be rescinded where the rescission of the Contract would cause to Contracting Authority unproportional cost or serious difficulties in unhindered execution of the construction work, or an unproportionable delay of time, and subject to the condition imposing on the Contracting Authority to notify the Contractor that a rescission shall not take place, which notice has to be done no later than in 20 (twenty) days after such breach has been acknowledged.

In the event of materialization of the resolutive condition, it shall be deemed that the Contract be rescinded on the day of awarding a new public contract and the Contracting Authority shall commence a new public contract awarding procedure forthwith, but no later than in 60 days following acknowledgement of the breach. Should the Contracting Authority fail to initiate a new public contract award procedure, the current Contract shall be deemed rescinded on the sixtieth day following the acknowledgement of the breach. In such a case, the Contracting Authority shall realise the guarantee for performance bond to the full amount, and claim the balance amount up to the full indemnification from the Contractor.

Conclusive provisions

660 Article (Press Release /Statement)

Without prior written consent by the Contracting Authority, the Contractor shall not make any press release or statement verbally, in writing, or by electronic communication, and shall not give any information on the subject matter hereof or on the course of implementation thereof to the (representatives of the) media. Furthermore, the Contractor shall not give to third party any assurances or statements on the provision of services based on this Contract. All official communication shall be conducted exclusively by the Contracting Authority, or under its prior authorisation given in writing. A breach against this Article is deemed to lead to cancellation of Contract by the Contracting Authority.

670 Article (Business Partner Code of Conduct)

The Contractor further commits itself to act in accordance with the Business Partner Code of Conduct of the Port-of-Koper Group (Luka Koper Group, hereinafter: the Code), for which purpose it has signed the "Business Partner Statement", which is an integral part of the Code.

680 Article (Change to the Contract)

Any change, modification and amendment to this Contract are valid if made in writing and signed by both Parties.

690 Article (Resolving disputes)

The Parties shall resolve any dispute arising from, or in connection with this Contract, amicably; if they fail to reach an agreement, the dispute shall be referred to the competent court in Koper, applying the Slovenian Law.

For any other issues not regulated herein, the Parties agree to apply the provisions of the Slovenian Obligations Code (OZ – *Obligacijski zakonik*). In the event of any discrepancy between the provisions of this Contract and the provisions of the Obligations Code (OZ), the Contract shall prevail.

Having entered into this Contract, the Parties agree to exclude the Specific construction practices (PGU 2020 and PGU 1977).

700 Article (Entry into force)

This Contract shall enter into force on the date of signing by both Parties. It is written and issued in two copies, one for each Party.

Koper, _____, _____, _____

(Place, Date)

Contracting Authority:
Luka Koper d.d.

Contractor/ Provider:

(Title /Position)

Management Board President

(Person authorized to sign the Contract)

Member of the Management Board

FORM-4 /OBR-4

**Statement/Information on the Participation of Natural and Legal Persons in the
Ownership Structure of the Applicant
and**

**ON ECONOMIC OPERATORS REGARDED AS RELATED PERSONS TO THE TENDERER
UNDER THE LAW REGULATING COMMERCIAL COMPANIES (Companies Act) / O
GOSPODARSKIH SUBJEKTIH, ZA KATERE SE GLEDE NA DOLOČBE ZAKONA, KI UREJA
GOSPODARSKE DRUŽBE, ŠTEJE, DA SO POVEZANE DRUŽBE S PRIJAVITELJEM** (Art 14
par. 6 of the Integrity and Prevention of Corruption Act/ZIntPK, Official Gazette of the Republic of
Slovenia /UL RS, no. 69/11 – uradno prečiščeno besedilo, 158/20 and 3/22 – ZDeb)

PUBLIC PROCUREMENT	
Contracting Authority	Luka Koper d.d. (Port of Koper Corp.) Vojkovo nabrežje 38 6501 Koper
Public procurement designation	15/2024
Subject-matter of the public procurement contract	CONSTRUCTION OF WAREHOUSE No. 54
INFORMATION ON JURISTIC PERSON – APPLICANT	
Full name or title	
Registered Office	
Municipality	
Company reg.no.	
Entry no. in the Court Register of Companies	

The undersigned representative do hereby declare that in addition to the above named Tenderer, the ownership structure include the following operators (natural and juristic persons):

No.	First and Last name/ Title	Permanent residence address/ registered office	Equity Shareholding %
1			
2			
...			

The undersigned do hereby declare that in the meaning of the law regulating the commercial companies, the following economic operators participating in the ownership structure of the above named Applicant/Tenderer are related parties to the above named:

No.	Name/description	Registered Office	Company reg. number
1			
2			
...			

*where this table is not filled out, the Contracting Authority will understand that the Tenderer has no related parties.

The Tenderer may submit all the required information in electronic form, too.

Should a false statement be submitted or false information on the a.m. facts be given, the contract or framework agreement shall be null and void.

Date: _____

Location: _____

Stamp

Tenderer /Applicant:

(First and last name of the
person authorized)

FORM-5 /OBR-5

**Declaration on Honour /STATEMENT OF ELIGIBILITY FOR PARTICIPATING, AND OF
THE ABSENCE OF GROUNDS FOR EXCLUSION**

Bidder / Partner:

We declare, under civil and penal liability, as follows:

a0 No insolvency or compulsory dissolution proceedings under the law regulating insolvency and compulsory dissolution and liquidation by operation of the law regulating commercial companies (Companies Act) have been initiated against us (economic operator); our assets or operations are not managed by a receiver or a court; our operations are not suspended; no proceedings with such legal consequences has been initiated against us under the laws/regulations of another country, leading to a position or situation with such legal consequences.

b0 On the deadline for submission of bids we have not been ineligible for participating in public contract award procedures on the ground of a listing in the Register of Economic Operators With Imposed Collateral Sanctions of Exclusion from Public Procurement Procedures, Art. 110 of the ZJN-3 (Ground for Exclusion, indent a) par. 4, Art. 75 ZJN-3);

c0 We are registered in the business register for the pursuit of the activity (object of business) specified and underlying for the subject matter of this Contract, and we take it in our Bid, in particular for the object of business:

.....;

d0 As of the date of filing the application, none of our bank accounts is put on stop (blocked); during the last 180 days before the application closing date, none of our bank accounts was put on stop for more than ten (10) successive days.

e0 In the latest three financial years (where an operator is operating less than 3 (three) financial years, 'within the term or our operation'), our average net annual income amounted to:

..... EUR.

f0 Our latest credit rating under the Basel II Accord is at least SB6 on the date of issue of the Rating Form which is not older than 30 days counting from the Bid Submission Closing Date.

g0 No prohibition referred to in Art. 5.k par. 1 of the Council Regulation (EU) no. 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, relates to us and to any other person, entity or authority/body specified in Art. 5k par. 1 of said Regulation.

Based on the call, we will submit to the Contracting Authority, on demand, all additional evidence proving our eligibility and compliance with the a.m. conditions.

Date:

Bidder / Partner:

Location:

Stamp

.....
(First and last name of the
person authorized)

FORM 5a/OBR-5a

**STATEMENT OF ELIGIBILITY OF SUBCONTRACTOR FOR PARTICIPATING, AND OF THE
ABSENCE OF GROUNDS FOR EXCLUSION**

Subcontractor:

We declare, under civil and penal liability:

a0 No insolvency or compulsory dissolution proceedings under the law regulating insolvency and compulsory dissolution and liquidation by operation of the law regulating commercial companies (Companies Act) have been initiated against us (economic operator); our assets or operations are not managed by a receiver or a court; our operations are not suspended; no proceedings with such legal consequences has been initiated against us under the laws/regulations of another country, leading to a position or situation with such legal consequences.

b0 On the deadline for submission of bids we have not been ineligible for participating in public contract award procedures on the ground of a listing in the Register of Economic Operators With Imposed Collateral Sanctions of Exclusion from Public Procurement Procedures, Art. 110 of the ZJN-3 (Ground for Exclusion, indent a) par. 4, Art. 75 ZJN-3);

c0 We are registered in the business register for the pursuit of the activity (object of business) specified and underlying for the subject matter of this Contract, and we take it in our Bid, in particular for the object of business:

.....;

d0 As of the date of filing the application, none of our bank accounts is put on stop (blocked); during the last 180 days before the application closing date, none of our bank accounts was put on stop for more than ten (10) successive days.

e0 No prohibition referred to in Art. 5.k par. 1 of the Council Regulation (EU) no. 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, relates to us and to any other person, entity or authority/body specified in Art. 5k par. 1 of said Regulation.

Based on the call, we will submit to the Contracting Authority, on demand, all additional evidence proving our eligibility and compliance with the a.m. conditions.

Date:

Location:

Stamp

Subcontractor:

.....
(First and last name of the
person authorized)

FORM-6 /OBR-6

**STATEMENT BY ECONOMIC OPERATOR TO COMPLY WITH THE BUSINESS PARTNER
CODE OF CONDUCT OF THE LUKA KOPER GROUP**

We hereby confirm being informed of, and acknowledge the provisions of the Business Partner Code of Conduct of the Luka Koper Group and confirm our shared values as expressed therein; we respect the Code and act in compliance with it, and assert said values and will advance them in our business partners as well.

Company Name and stamp	Place	Date
..... (1. (signature))	 (co-signature if required)	
..... (name in block letters)	 (name in block letters)	
..... (department /function)	 (department /function)	

Note: This Form is to be completed by all economic operators listed in the Application

FORM-7 /OBR-7
APPLICATION

Bid No.: _____
Public procurement
no.: **15/2024**

**10 Contracting
Authority:**

LUKA KOPER, d.d., Vojkovo nabrežje 38, 6501 KOPER

**20 Subject matter of
contract:**

CONSTRUCTION OF WAREHOUSE No. 54

30 Bidder:
40 Total Base Bid Price:

The Total Base Bid Price excl. VAT quoted in the Bid Estimate (incl. completed Bill of Quantities with Preliminary Measurements) enclosed

--

EUR

Total Base Bid Price incl. VAT

--

EUR

The total base bid price shall comprise all costs and levies/charges pertaining to execution of the public contract.

50 Application/Bid is valid for the whole public contract, compliant with the underlying Documentation on Public Contract Award

60 The prices per unit in the Bid are fixed prices that cannot be changed until all works are completed: quantities are accounted for the quantities determined in fact, based on the 'Logbook of Measurements for Calculation'.

70 The application shall be valid for 120 days after the Bid Closing Date.

80 We undertake to perform the work in compliance with the requirements from the Documentation on Public Contract Award.

90 We declare to have studied the whole Documentation on Public Contract Award and we fully agree with it.

100 Before submitting our application, we have inspected the site and examined the Design Documentation and Bills of Quantities, and we are familiar with the construction site, the properties and specifications thereof. We have advised the Contracting Authority on any deficiency in the Bill of Quantities/ volume of work for the execution of public contract. We will not enforce any claim therefrom subsequently. We declare that we assume full liability for our omission of a possibility to inspect the venue on-site and for not having visited the construction site for the execution of work.

110 If we are the successful Bidder, we will deliver to the Contracting Authority in eight (8) workdays following the Contract signing a financial security instrument amounting to 10% (ten percent) of the Contract Price incl. VAT as our warranty – performance bond.

120 If we are the successful Bidder, we will deliver to the Contracting Authority in eight (8) workdays following the Contract signing a copy of the insurance policy for civil liability for damage that may be caused to the Contracting Authority or to third party in connection with pursuing our activity as a Contractor, and construction insurance.

130 We will harmonise the execution of our work to the work process of the Port of Koper. Where we will be required to provisionally withdraw/ shift our machinery, this cost is already included in our Bid.

Date: _____

Bidder

Location _____

Stamp _____

:

(First and last name of the person
authorized)

Appendices:

- Filled-out Bid Estimate, or Bill of Quantities with Preliminary Measurements (*Instructions: In the digital invitation to bid xls-file 'Bill of Quantities incl. Preliminary Measurements (»Popis del s predizmerami.xls«, the Bidder shall fill out the fields with the price per unit of an individual item in the Bill of Quantities incl. Preliminary Measurements and print the whole BoQ incl. Preliminary Measurements and scan it with the whole Bid Documentation).*
- Specification of the public contract (*as quoted by the Contracting Authority in the Invitation to Bid*)