

Number of the public contract: JN 49/2025

Date: 23. 6. 2025, as amended on 02. 07. 2025, as amended on 08.07.2025, as amended on 16.07.2025

**Translation of the Tender documentation into English:**

**WARNING** The translation of the tender documentation into English is intended only as an assistance to tenderers in order to help them understand the content and whether they are interested in submitting a tender. In the event of deviations of the English translation from the original in the Slovenian language, the original in the Slovenian language shall apply.

**DOCUMENTATION UNDERLYING FOR THE AWARD OF PUBLIC PROCUREMENT CONTRACT**

Subject of the public contract: **EQUIPMENT FOR THE ENTRY-EXIT POINT OF CONTAINER TERMINAL**

Number of the public contract: **JN 49/2025**

Type of procurement procedure: **Open procedure**

**Interreg**  
CENTRAL EUROPE



Co-funded by  
the European Union

**ACCESSMILE**

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## I. INSTRUCTIONS TO TENDERERS FOR THE PREPARATION OF TENDERS

### 1. BASIC DATA ABOUT THE TENDER

#### 1.1. INFORMATION ON THE CONTRACTING AUTHORITY AND THE PROCEDURE

Contracting authority	Luka Koper, d.d. Vojkovo nabrežje 38 6501 Koper
Code of the public contract	JN 49/2025
Subject of the public contract:	EQUIPMENT FOR THE ENTRY-EXIT POINT OF CONTAINER TERMINAL
Procedure	Open procedure
Basis (article no.) under the Public Procurement Act/ ZJN (Official Gazette of the RS, No 91/15 et seq. as amended, hereinafter: ZJN-3)	Article 40

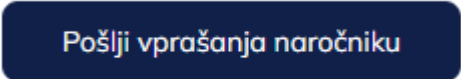
#### 1.2. SUBJECT OF THE PUBLIC PROCUREMENT CONTRACT

Type of object	Service
Subject of the procurement:	The subject of the contract is equipment for the entry-exit point of container terminal and maintenance for a period of ten years.
Deadlines for the implementation of the procurement:	They are listed in the Model Contract later in this document.

#### 1.3. DOCUMENTATION UNDERLYING FOR THE AWARD OF PUBLIC PROCUREMENT CONTRACT

All the documentation relating to the award of the contract JN 49/2025 is published on the public procurement portal. The documents are available free of charge.

This document including enclosures hereto, shall be an integral part of the documentation on the public contract award. Moreover, any modification of, or addition and correction to the documentation, further clarifications that are published at said PP portal shall form an integral part of the documentation on the public contract.

Contact details for further clarifications	<p>Tenderers may ask questions via the public procurement portal <a href="http://www.enarocanje.si">www.enarocanje.si</a> when publishing the contract in question.</p> <p>The tab „Vprašanja, odgovori in pojasnila“ (Questions, answers and clarifications) allows you to ask questions by clicking on the button „Pošlji vprašanje naročniku“ (Send a question to the contracting authority). All answers and any further clarifications will also be published in this tab after the publication by the contracting authority.</p> <div style="text-align: center;">  </div> <p>The Contracting Authority will not answer questions not asked in the above manner.</p>
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Deadline for submitting questions	The deadline for submitting questions is specified in the contract notice and any revisions thereof published on the public procurement portal <a href="http://www.enarocanje.si">www.enarocanje.si</a> . The contracting authority will reply to the questions via the public procurement portal <a href="http://www.enarocanje.si">www.enarocanje.si</a> when publishing the public procurement in question.	
<b>Visit is possible and recommended, but not mandatory!</b>	Contact details for prior notification	Location and subject matter of the visit
	<a href="mailto:ogledi.jn@luka-kp.si">ogledi.jn@luka-kp.si</a>	Port of Koper Area
	Site visit and examination of work conditions and existing equipment is possible within the deadline for submitting questions by prior arrangement at least one day before the desired date of the visit.	

#### 1.4. SUBMISSION OF TENDERS AND PUBLIC OPENING

Submission of tenders	
Deadline for receipt of tenders	The deadline for the submission or receipt of tenders is indicated in the contract notice and any amendments thereto published on the public procurement portal <a href="http://www.enarocanje.si">www.enarocanje.si</a> .
Link to submit an electronic tender	The e-JN Public Procurement information system at the web address <a href="https://ejn.gov.si">https://ejn.gov.si</a> , when publishing this public contract <i>(the link for electronic submission of tenders is listed on the public procurement portal when publishing this public contract, point B.5 Electronic submission)</i> .
Amendment, modification and withdrawal of tenders	Tenderers may withdraw or change their tenders by the deadline for the submission of tenders in accordance with the instructions for using e-JN ( <a href="https://ejn.gov.si/aktualno/vec-informacij-ponudniki.html">https://ejn.gov.si/aktualno/vec-informacij-ponudniki.html</a> ).
Public opening of tenders	
Time	<b>One hour after the time limit for the submission of tenders</b> or as indicated in the contract notice and any amendments thereto published on the public procurement portal.
Location	The e-JN information system at <a href="https://ejn.gov.si">https://ejn.gov.si</a> , at the time of publication of this procurement notice.

## 2. INSTRUCTIONS TO TENDERERS

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

### 2.1. Financing and payment terms

The public contract is partially financed by funds from the ACCESSMILE project, which was approved in the Interreg CENTRAL EUROPE program call for proposals.

### 2.2. Changes and clarifications to the documentation related to the award of public contract

The Contracting Authority reserves the right to amend or supplement the documentation relating to the award of the contract during the period of the call for tenders and, if necessary, to extend the deadline for receipt of tenders. Amendments and supplements are an integral part of the documentation related to the award of public contract.

Any changes and clarifications to the documentation relating to the award of the public contract will be published on the public procurement portal. Clarifications and changes form an integral part of the documentation relating to the award of the public contract and must be taken into account when preparing the tender.

### 2.3. Confidentiality of data

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

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

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

Information that constitutes a business secret must already be indicated in the offer by the tenderer, subsequent labelling will no longer be possible. If a specific piece of information on an individual page constitutes a business secret, it must be precisely marked.

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

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

The Contracting Authority reserves the right to request additional (material) evidence that all the required conditions have been met.

Stand-alone tender	A tender is a stand-alone tender in which only one economic operator (the independent tenderer), which alone fulfils all the conditions and requirements set out in the invitation to tender and which alone, with the skills and capacities provided, fully undertakes the performance of the contract.
Tender	The tenderer may subcontract a specific part of the public contract.

with subcontractors	<p>In the case of public procurement with subcontractors, the tender (OBR-2) must list ALL subcontractors and all their details in the manner and as required in form OBR-2, as well as each part of the contract to be performed by each subcontractor (description of work and quantity or as specified in the form).</p> <p>If the tenderer is going to subcontract the works or services, the tenderer must, in addition to the required OBR-2, submit the following:</p> <ul style="list-style-type: none"> <li>- the completed ESPDs of these subcontractors in accordance with Article 79 of the ZJN-3; and</li> <li>- attach the subcontractor's request for direct payment, if requested by the subcontractor.</li> </ul> <p>In the case of public contracts involving subcontractors, and if the subcontractors request direct payments in accordance with and in the manner provided for in Article 94(2) and (3) of the ZJN-3, the selected contractor must authorise the contracting authority in the public procurement contract to make direct payments to the subcontractors on the basis of a confirmed invoice or statement, and the subcontractor must provide a consent whereby the contracting authority, instead of the main contractor, pays the subcontractor's claim on the selected contractor (assignment). The subcontractors' consents for direct payments shall be annexed to the contract. The deadlines for payments to the selected contractor and to the subcontractors shall be the same.</p> <p><u>The selected contractor who involves one or more subcontractors in the performance of the contract must have valid subcontracts with the subcontractors at the time of conclusion of the contract with the contracting authority or at the time of performance of the contract.</u></p> <p>The tenderer shall be fully responsible to the contracting authority for the performance of the contract awarded, irrespective of the number of subcontractors indicated in his tender.</p>
Joint performance	<p>In the case of a public contract, joint tendering by several contractual partners is permitted.</p> <p>If a group of tenderers submits a joint tender, the tender (OBR-2) must list ALL parties participating in the joint tender and all their details in the manner and as required in form OBR-2, as well as each part of the contract to be performed by each individual economic operator (i.e., partner in the joint tender) (description of work and quantity or as specified in the form).</p> <p>The contract for the joint execution of the public procurement (partnership contract) shall be submitted by the tenderer to whom the public procurement is awarded, no later than until the signing of the contract for the execution of the public procurement. The contract shall identify the managing partner who will accept from the contracting authority the obligations, instructions and, possibly, payments in the name and on behalf of all participants, and the proportion and type of work to be provided by each partner. <u>The contract shall clearly stipulate that all partners shall be jointly and severally liable to the contracting authority for the whole and any part of the obligation.</u></p>
Foreign tenderers	<p>Tenderers established outside of Republic of Slovenia must meet the same conditions as tenderers established in the Republic of Slovenia.</p> <p>Tenderers not established in the Republic of Slovenia will be required to provide evidence on meeting the conditions for qualitative selection in relation to the</p>

	<p>award of a public contract, translated into Slovene (e.g. certificates from the criminal records of natural persons; certificates from the criminal records of legal persons; an extract from the relevant register, such as the court register, or, in the absence of such a register, an equivalent document issued by a competent judicial or administrative authority in another Member State or in the country of origin or in the country in which the economic operator has his registered office).</p> <p>If the state does not issue the documents and certificates referred to in the previous paragraph or if they do not cover all the cases referred to in the first and second paragraphs and points b) of the fourth and b) of the sixth paragraph of Article 75 of the ZJN-3, the tenderer may, instead of the above, under criminal and material liability, submit a sworn statement that it meets all the conditions for the recognition of competence. This declaration must be made before a judicial or administrative authority, a notary public or a competent authority of professional or economic operators in the country in which the economic operator is established, and translated into Slovene. The tenderer undertakes to have the translations certified by a sworn translator at the request of the contracting authority, which must be clearly and unambiguously written and confirmed on the translation of the document. The Contracting Authority reserves the right to request additional (material) evidence that all the required conditions have been met.</p> <p>All communication with the contracting authority during the procurement phase and subsequent implementation of the works shall be in the Slovene language.</p>
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## 2.5. Financial collateral

### 2.5.1. The financial collateral instrument for the performance of the contractual obligations

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

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

### 2.5.2. Financial security instrument to eliminate errors within the warranty period

Financial security instrument to eliminate errors within the warranty and/or guarantee period shall be submitted as defined in the Model Contract from this documentation.

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

### 2.5.3. Liability Insurance for damages

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

- a copy of the insurance contract for liability insurance for damages that may be caused to the contracting authority and third parties in connection with the performance of its activities, namely for damage caused by negligence or material defect, which, in addition to direct



material damage (damage and destruction) also include costs directly necessary to remedy or prevent damage, with an annual insurance sum of at least EUR 50,000.00, together with the insurance terms and conditions.

The tenderer must submit a copy of the insurance contract (together with the insurance conditions) to the contracting authority within eight (8) working days of signing the contract, otherwise the contracting authority may withdraw from the contract without any obligations to the contractor and cash in the insurance instrument for the proper performance of contractual obligations, if it has already been submitted.

## **2.6. Tender price**

It is presumed that the tenderer has meticulously examined the invitation to submit tender and familiarised itself with all the relevant data and essential elements that might affect the operation, function and use of the subject matter of individual procurement; furthermore, the tenderer has looked into all the regulations and laws imposing levies, fees, taxes and other charges in the Republic of Slovenia, as well as thoroughly studied the documentation enclosed hereto, after which the tenderer has submitted its tender.

The prices in the tender must be submitted in EUR without VAT and have to include all the costs of the contractor, which will be required to realize the tender (taxes, customs duties, transport and insurance costs, storage, transport of persons and materials, daily subsistence allowances, mileage, tests at the headquarters of the tenderer, the contractor or external contractors, licences, taxes, translation, consultancy, materials, processing, etc.).

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

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

## **2.7. Submission of tender**

Tenders must be submitted by tenderers to the e-JN Information System (hereinafter referred to as the e-JN system) to <https://ejn.gov.si>, in accordance with point 4 of the document Instructions for using the e-JN system: TENDERERS" (hereinafter: Instructions for using the e-JN), which is part of tender documents and is published at the web address <https://ejn.gov.si/aktualno/vec-informacij-ponudniki.html>.

For foreign tenderers, the information is available in English via the link <https://ejn.gov.si/en/ponudnik.html>.

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

The user of the tenderer who is empowered to submit the tenders into the IT e-JN system, submits the tender by clicking on the button „Oddaj" (submit). When submitting applications/tenders, the e-JN system records the identity of the user and the time of submission of the tender. With the act of submitting the tender, the user declares the intention to conclude a contract for the behalf of the tenderer (Article 18 of the Obligations Code, Official Gazette of the Republic of Slovenia, No. 97/07 – officially revised text with amendments). By submitting the tender, it becomes binding for the time indicated in the tender, unless the user of the tenderer withdraws or changes it before the expiration of the deadline for submission of tenders. A tender is deemed to be submitted on time if the contracting authority receives it via the e-JN system <https://ejn.gov.si> no later than by



the deadline for the submission of tenders. A tender is deemed submitted if it is marked with the status „ODDANA“ (submitted) in the e-JN system.

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

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

In the e-JN system, the tenderer enters the total tender amount from OBR-1 without tax in EUR and the amount of tax in EUR in the section „Skupna ponudbena vrednost“ (total tender value) in the space provided for that purpose. The amount including tax in EUR is calculated automatically.

In the section „Predračun“ (pro forma invoice), the tenderer uploads the completed OBR-1 tender form as a pdf, and the pro forma invoice and other attachments in PDF or other formats, if a specific format is expressly required in this documentation, to the "Dokumenti" (Documents) section, section "Ostale priloge" (Other attachments). „Skupna ponudbena vrednost“ (total tender value), which will be entered in the section of the same name and the document that will be uploaded as a pro forma invoice in the Proforma Invoice section, will be visible and accessible at the public opening of tenders.

In the event of discrepancies between the data regarding the values listed in the "Skupna ponudbena vrednost" section, the data in the "OBR-1" tender form uploaded in the "Predračun" section and any pro forma invoice uploaded in the "Ostale priloge" part shall be considered valid data in any pro forma invoice, but if the pro forma invoice is not provided, the data in the "OBR-1" tender form shall be considered valid.

## **2.8. Opening of tenders**

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

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

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

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

## **2.9. Review and assessment of the tenders**

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

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

## **2.10. Negotiation plan**

There will be NO negotiations.

### **2.11. Award decision**

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

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

### **2.12. Legal protection**

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

### **2.13. Concluding the Contract**

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

Within eight (8) working days of the delivery of the contract signed by both parties, the tenderer is obliged to submit a financial guarantee for the proper performance of the contractual obligations. Otherwise, the contracting authority may withdraw from the contract without any obligations to the tenderer.

### 3. ASSESSMENT OF ELIGIBILITY and CRITERIA

#### 3.1. Assessment of eligibility to participate in the public procurement procedure and supporting documents

The ESPD form represents the economic operator's formal statement that there are no grounds for exclusion and that he is eligible to participate while providing the relevant information required by the contracting authority. The ESPD form shall also include an official statement that the economic operator will be able to provide, upon request and without delay, evidence that there are no grounds for exclusion or eligibility.

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

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

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

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

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

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

The English version of the ESPD is available at: [https://ec.europa.eu/growth/single-market/public-procurement/digital/espd\\_en](https://ec.europa.eu/growth/single-market/public-procurement/digital/espd_en).

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

##### 3.1.1. Grounds for Exclusion

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

- The economic operator is not the subject of insolvency or compulsory winding-up proceedings under the act governing insolvency and compulsory winding-up proceedings or of liquidation proceedings under the act governing companies, his assets or operations are not being administered by a liquidator or by the court, his business activities are not suspended, and, in

accordance with the regulations of another country, he is not the subject of proceedings or is not in an analogous situation having the same legal effect.

- On the day on which the deadline for receipt of tenders expires, the economic operator is not excluded from public procurement procedures on the grounds of being entered in the register of economic operators on whom secondary sanctions of exclusion from procurement procedures have been imposed from Article 110 of ZJN-3 (Exclusion grounds from Article 75(4)(a) of the ZJN-3).
- On the basis of Article 23(1) of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, and Council Decision (CFSP) 2022/578 of 8 April 2022 amending Decision 2014/512/CFSP concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, the contracting authority shall exclude from the procurement procedure an economic operator if it or the persons, entities or bodies referred to in the first paragraph of Article 5.k of Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine are subject to the prohibition from the first paragraph of Article 5.k of this Regulation.

The economic operator shall confirm its compliance with these terms by submitting a filled-out and signed ESPD and the form OBR-3 "Izjava o izpolnjevanju pogojev za sodelovanje in neobstoju razlogov za izključitev" (Statement on compliance with the conditions for participation and absence of grounds for exclusion)

### **3.1.2. Conditions for participation**

#### **3.1.2.1. Suitability to pursue professional activity**

Entry in the commercial register: the economic operator is registered to carry out the activity which is the subject of the contract and which he undertakes in the tender (every economic operator (tenderer, partner, subcontractor) must fulfil the condition for his part of the business). The tenderer is entered in one of the professional or business registers kept in the Member State in which the tenderer is established. **The list of professional or business registers in the Member States of the European Union is set out in Annex XI of the Directive 2014/24/EU.**

#### **3.1.2.2. Economic and financial standing**

- a) In the last three financial years, for which balance sheet data are already publicly available (if it has been operating for less than 3 years, in the period since it has been operating), each economic operator (tenderer, partner, subcontractor) that appears in the tender had average annual net sales at least in the amount of the tender value (excluding VAT) for the part of the contract it takes over.
- b) On the day of the submission of the tender, none of the economic operator (tenderer, partner, subcontractor)'s transaction accounts are blocked and in the last 180 days before the deadline for the submission of applications, none of his transaction accounts were blocked for more than 10 consecutive days.
- c) On the date of issuance of the credit rating form, the economic operator must have a recent current credit rating according to Basel II rules of at least SB6 or a credit rating in the top 60% of the scale used by each financial institution in determining credit ratings. A business entity established in the Republic of Slovenia, which is a legal entity governed by public law, must have its own resources and long-term liabilities at least three times the value of the contract taken over in the tender.

An economic operator established in the Republic of Slovenia shall demonstrate the fulfilment of this condition by means of an AJPES credit rating from the S.BON-1 form not older than 30 days from the first deadline for submission of tenders specified in the Contract Notice. An economic operator established in the Republic of Slovenia, which is a legal entity governed by public law and as such cannot obtain the S.BON-1 form, shall prove compliance with this condition by submitting the AJPES BON-1/Z form not older than 30 days from the first deadline for submission of tenders specified in the Contract Notice.

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

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

The economic operator shall confirm its compliance with these terms by submitting a filled-out and signed ESPD form and form OBR-3 "Izjava o izpolnjevanju pogojev za sodelovanje in neobstoju razlogov za izključitev" (Statement on compliance with the conditions for participation and absence of grounds for exclusion) (or form OBR-3A for subcontractors).

The contracting authority reserves the right to check the statements and requests additional certificates which prove the fulfilment of these requirements.

#### 3.1.2.3. Technical and professional capacity

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

### **LETTERS OF REFERENCE**

Since 1 January 2020, the tenderer, joint venture partner or subcontractor has supplied and installed at least one entry/exit point system with a truck and container recognition system in comparable ports (comparable ports are considered to be ports with an annual throughput of at least 1 million TEU, an average daily truck turnover of 700 and at least two entry and exit lanes that support automatic entry and exit of trucks).

The tenderer shall list the reference transactions in OBR-4 "Izjava o izpolnjevanju tehnične in strokovne sposobnosti" (Declaration of technical and professional competence). The tenderer shall obtain a certificate from the contracting authorities for each of the references listed in OBR-4A "Potrdilo naročnika" (Certificate from the contracting authority).

After the opening of tenders, the tenderer must, if the contracting authority so decides, allow the inspection and testing of one reference project and/or the goods offered. The inspection shall be organised by the tenderer at the location where the completed reference project and/or the goods offered are located, for at least two persons from the contracting authority (a representative of the procurement department and a user) at the tenderer's expense.

The contracting authority reserves the right to demand from the tenderer to submit further proofs regarding the references specified in the list, or to check the references with the contracting authority of the reference transaction.

## B) TECHNICAL CAPACITIES

The tenderer must provide all the necessary technical capacities (e.g. *information system, equipment, communication infrastructure, etc.*) for the quality performance of the entire contract within the stipulated deadline, in accordance with the requirements of the procurement documentation, the rules of the profession and regulations and standards in the field of the subject of the contract. Per request, the tenderer will provide the contracting authority with the additional evidence required to demonstrate the technical capacities, within the determined deadline.

The tenderer confirms the fulfilment of technical capacities for the execution of the contract by submitting the OBR-4 form "Izjava o izpolnjevanju tehnične in strokovne sposobnosti" (Declaration of technical and professional competence).

### 3.2. Selection Criteria for the most favourable tender in economic terms

Selection Criteria for the most favourable tender in economic terms **is determined on the basis of the criteria of the tender price and the coverage of the content-technical requirements.**

The criteria are shown in the table below, which lists the individual criteria, the criteria code, the maximum number of points that can be obtained for each criterion, and the sum of the maximum number of points that can be obtained with all the criteria together. The number of points for each criterion is calculated/rounded to one decimal place.

*Criteria table:*

	Criteria for the evaluation of tenders	Scale Label	Max points
1.	Tender price	Ppc	70
2.	Coverage of content and technical requirements	Pvseb	30
TOTAL		Ptotal	100

The overall evaluation of the tender ( $P_{total} = P_{pc} + P_{vseb}$ ) is the sum of the points of all criteria, whereby the tenderer who achieved the highest total number of points will be selected. In the case of an equal number of points, the tender of the tenderer who has obtained a higher number of points on the scale of the tender price will be selected.

#### 1. Tender price (Ppc)

The tender price stated on the [OBR-1 Tender](#) form shall be taken into account. The tender price shall be rounded to two decimal numbers.

The number of points per tender price is estimated according to the following formula:

No. of points =  $(P_{n1}/P_{p1}) \times 70$

Whereby:

70 = maximum number of points

Pn1 = lowest tender price offered  
Pp1= tender price of individual tenderer

## 2. Coverage of content and technical requirements (Pvseb)

The tenderer may obtain a maximum of 30 points related to the coverage of additional content and technical requirements

Within this criterion, the tenderer can achieve a maximum of 130 points. For scoring according to this criterion, the additional content and technical requirements provided are taken into account, as shown in the form OBR 1b "Tehnične zahteve" (Technical requirements), namely on the Obr.1b-Tehnične zahteve tab, which are marked with "M" in the column "Tip zahteve" (requirement type).

The tenderer earns points only for the technical requirement from the form OBR 1b "Tehnične zahteve" (Technical requirements), namely on the Obr.1b-Tehnične zahteve tab, which are marked with "M" in the column "Tip zahteve" (requirement type) and for which it entered "1" in the column "Izpolnjevanje zahteve" (Fulfilment of the requirement) in the field, which means that it included the requirement in the tender. For scoring according to the criteria, only those substantive and technical requirements are taken into account, for which the field in the column "Izpolnjevanje zahteve" (Fulfilment of the requirement) is filled in as specified in the previous sentence or form OBR 1b.

The criterion reflects the advantage in the procurement phase, as for the contracting authority the substantive and technical requirements, which it defined as a criterion on the OBR-1b form, represent a system with additional functionalities such as the use of the system on mobile devices, a better user experience and a higher level of security.

Coverage of additional content-technical-requirements is scored in accordance with the table below:

No. of points=  $(Pp1/Pn1) \times 30$

Whereby:

30 = maximum number of points

Pn1= maximum value of additional content-technical requirements (all values of 1 individual tenderer are added up)

Pp1= value of additional content-technical-requests of an individual provider (all values of 1 individual tenderer are added up)



## II. TENDER DOCUMENTS

### 1. CONTENTS OF THE TENDER DOCUMENTATION

The tender documentation must be in Slovene language and drawn up in line with the requirements and templates to be found in the documentation for public contract award. It consists of the following documents/forms:

- 1. Completed and signed tender form (OBR-1) with enclosed completed and signed tender proforma invoice forms (OBR-1a) and technical requirements (OBR-1b) and evidence regarding the fulfilment of technical requirements from this documentation, if required**
- 2. Completed and signed Information of the tenderer and subcontractors or joint contractors form (OBR-2) ("Podatki o ponudniku in podizvajalcih oz. izvajalcih v skupnem nastopu")**
- 3. Completed and signed Declaration of Eligibility to Participate and of the Absence of Grounds for Exclusion (OBR-3) ("Izjava o izpolnjevanju pogojev za sodelovanje in neobstoju razlogov za izključitev")** (for the tenderer and in the case of a joint tender for a partner)
- 4. Completed and signed Declaration of Eligibility to Participate and of the Absence of Grounds for Exclusion (OBR-3A) ("Izjava podizvajalca o izpolnjevanju pogojev za sodelovanje in neobstoju razlogov za izključitev")** (for the tenderer and in the case of a joint tender for a partner)
- 5. Completed and signed Declaration on provision of technical and staffing capacities (OBR-4) ("Izjava o izpolnjevanju tehnične in strokovne sposobnosti")**
- 6. Completed and signed certificates of the contracting authority (OBR-4A)**
- 7. Completed and signed Model contract form (OBR-5)**
- 8. Completed and signed form Identification of the tenderer/business partner (KYC form) or statement/data on the participation of natural and legal persons owned by the tenderer (OBR-6) ("Identifikacija ponudnika/poslovnega partnerja (KYC obrazec) oz. izjava/podatki o udeležbi fizičnih in pravnih oseb v lastništvu ponudnika ")** (the statement must be submitted by the tenderer, the partner in the case of a joint tender and any potential subcontractor, insofar as it requires direct payments and its participation in the transaction represents more than EUR 10,000.00 excluding VAT)
- 9. Completed and signed Statement on Compliance with the Code of Conduct for Suppliers to Luka Koper Group Companies ("Izjava ponudnika o spoštovanju kodeksa ravnanja poslovnih partnerjev Skupine Luka Koper") (OBR-7)** (for the tenderer and in the case of a joint tender for a partner). The Code of Conduct is published at: <https://www.luka-kp.si/slo/pomembni-dokumenti-208>.
- 10. Completed and signed ESPD form** (for each economic operator to be involved in the performance of the public contract)
- 11. Proof of credit rating** (for tenderer and partners, not applicable to subcontractors)
- 12. Subcontractor's request for direct payment (OBR-8)** (informative sample of the form, submission of a completed and signed form or proof of comparable content is required in the case of a tender with subcontractors, if the latter request direct payment)

The documents/forms shall be completed and signed and stamped where required. All tender documents shall be submitted in PDF format (or xml. or other form where required).

The information contained in the submitted documents must reflect the actual and true situation at the time of submission of the tender and must be verifiable. Copies of the certificates and excerpts requested shall be equally valid, unless the original is specifically requested.

It is not allowed to change the content of the forms and documents of the documentation related to the award of the public contract.

It is desirable that the documents in the tender are stacked or uploaded to the e-JN system in the order of the Forms.

A tender in which the tenderer would change anything in the description, quantity, unit of measurement, or anything prepared in advance by the contracting authority will be excluded.

### **1.1. Tender**

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

- In the case of a joint tender, the lead partner shall be named as the tenderer
- The tender price must include all costs and charges relating to the performance of the contract, including value added tax (VAT). In addition to the tender price, the total tender price (excluding VAT) and the amount of tax (VAT) on that value must be indicated. All values must be in EUR.
- The tender must be valid for the entire contract. Partial tenders will not be considered.
- The tender must be valid for at least 120 days after the deadline for receipt of tenders.
- The offer must state the delivery time (if the data entry is required).
- Variation tenders and options are not allowed.
- The tenderer shall bear all costs associated with the preparation and submission of the tender. The Contracting Authority will not reimburse tenderers for any costs associated with the preparation of the tender, nor for any other costs incurred in the course of the procurement procedure

### **1.2. Data on the economic operator**

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

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

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

### **1.3. Evidence of fulfilment of the conditions for eligibility**

Each economic operator participating in the tender must, in respect of the operation undertaken, provide the required evidence of fulfilment of the conditions for eligibility. The works taken over may only be carried out by an economic operator who demonstrates the required reference and has all the necessary personnel and technical capacities for implementation at the time of submission of the tender.

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

### **1.4. Tender budget**

The tender must contain the tender Proforma Invoice form from this documentation, which the tenderer completes in full. The prices in the pro forma invoice shall be quoted excluding VAT and in EUR, rounded to two decimal places.

### **1.5. Model contract**

The tenderer must enclose a completed Model Contract from this documentation.

### **1.6. Collateral instruments**

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

### III. **CONTRACT SPECIFICATION**

The subject of the contract is the installation of a test OCR portal at the existing entry point of the Port of Koper and the installation of a new entry-exit point for trucks with a truck and container recognition system (OCR) in two phases (first phase: Installation of a test OCR portal and second phase: Installation of other entry-exit point equipment). The contract also includes ten (10) years of maintenance of the installed equipment.

The container terminal uses the TOS (Terminal Operating System) from the provider Tideworks Technology, which includes the following modules: Spinnaker, Traffic Control and Mainsail, and the VBS (Vehicle Booking System) system from the provider Actual IT. The OCR system must be fully integrated with TOS and, if necessary, with VBS and other accompanying systems (e.g. LDAP for user authentication). The OCR provider is obliged to integrate its OCR solution into the customer's system with interfaces (e.g. API, Web Services, etc.) for two-way communication.

#### **Basic requirements for the preparation of the tender:**

- the tenderer shall supply an entry/exit point (OCR portal) with a capacity for a terminal with a transshipment of up to 2 million TEU and between 2,000 and 2,700 container trucks per day, with the option of expansion to increase the number of TEU transshipment and the number of trucks;
- the tenderer has the option of supplying and installing OCR systems for container recognition on terminal cranes (RMG, RTG, STS) and railway (with the option of recognising wagons and train compositions) as part of a single platform;
- the tenderer must ensure the possibility of dynamic configuration of truck entry and exit logic, expansion or modification of process logic (e.g. future rule changes without the need for programming);
- if the offered solution is not 'cloud-based', the tenderer must specify in the tender the minimum configuration of hardware and software server equipment for the operation of the system;
- the tender must include a proposed informative schedule for the delivery and installation of equipment and the implementation of the software solution;
- the tenderer must ensure and include in the tender the integration with the contracting authority's existing systems, including any work on the part of the providers of the contracting authority's existing systems;
- the tender must cover all necessary modifications to existing systems that are required to carry out the process that is the subject of the contract;
- warranty: min. 24 months from acceptance or more where specified by standards or by the manufacturer;
- delivery and installation of equipment at the contracting authority's location;
- the installed materials must comply with the regulations and standards applicable in the Republic of Slovenia;
- the tender must include a specification of the necessary maintenance work and a clear division of responsibilities between the contracting authority and the tenderer;
- the tender must also include maintenance to ensure the smooth operation of the system;
- the equipment must comply with the legislation currently in force in the Republic of Slovenia;
- upon delivery, the following documentation is required for the equipment: accompanying technical documentation, EU declaration of conformity, material certificates, attestations, instructions for use in Slovenian, maintenance instructions, spare parts catalogue;
- all data made available to the selected contractor must be stored in accordance with the General Data Protection Regulation (GDPR);

- when preparing the tender, the tenderer must take into account and include in the tender all necessary equipment and components, even if they are not explicitly mentioned in this documentation, but are clearly necessary to ensure the full functionality of the hardware and software in accordance with the requirements specified by the contracting authority in this documentation;
- technical acceptance: technical inspection, acceptance and functionality testing shall be carried out at the place of use by the contracting authority.

The user interface is simple, intuitive and user-friendly. It has built-in meaningful controls that help users of the solution to enter data into the system correctly or to perform individual functions of the solution; mandatory fields are visually marked.

; +

### **First phase: Setting up a test OCR portal**

Technical specifications and description of the OCR portal

- Container number recognition (ISO6346 standard) with at least 98% reliability.
- Container number recognition with at least 98% reliability, even in the presence of 2x20' on a trailer.
- Container type recognition (ISO Code identification) with at least 97% reliability.
- Truck registration number recognition with 98% reliability.
- Recognition of truck trailer registration numbers with 95% reliability.
- Recognition of container seals with 95% reliability if the container is placed with the door at the end of the trailer (does not apply to 2x20').
- Recognition of the presence and marking of IMO/UN numbers on the container with 95% reliability.
- Interconnection, communication, exchange and confirmation of data between the OCR application and GOS and other systems of the contracting authority.
- Recognition, warning and recording of any damage to the exterior of the container.
- Reading must be ensured when passing through the portal at speeds of up to 40 km/h.

The GOS (Gate Operating System) must support reading, updating, real-time synchronisation and data exchange with the contracting authority's other systems (e.g. Active Directory, VBS, TOS Tideworks, etc.).

It must ensure the capture and exchange of the following data:

- Container number.
- Container type (ISO code), including tank containers (tank-tainers).
- Presence of 2 or more containers on a truck trailer and complete recording of both containers.
- Truck registration number.
- Trailer registration number.
- Empty trailer.
- Presence of IMO/UN sticker on the container.
- IMO numbers on the container.
- UN numbers on the container.
- Presence of seal on the container.
- External damage to the container.
- Time of arrival/departure between different OCR portals and kiosks.
- Tare weight and load capacity of containers written on the container doors.
- Warning the user about identified discrepancies.
- Displaying results via a graphical interface at each point in the process for the GOS portal user and truck driver:

- result of the appointment compliance check;
  - further instructions for directing the truck to the appropriate checkpoint;
  - display of the final position at the terminal and depot entry point;
- The GOS portal user must also have the following options:
  - Control over truck visits;
  - Management of truck crossings;
  - Verification and editing of data read by the OCR portal;
  - Management of rules;
  - Management of user accounts;
  - Option to manually open and block individual ramps;
  - Audit trail of changes (in the event of a data change, the time of the change, the user account that made the change and the content of the data that was changed must be recorded);
  - Display of the technical status of OCR devices (online/offline)
  - Preparation of reports and review of data analytics (e.g. statistical displays, history, recognition performance).

The location for the installation of the test OCR portal shall be agreed with the contracting authority.

The deadline for the delivery and installation of the test portal is no later than 30 November 2025. The successful tenderer must carry out all necessary activities required on their part for the test OCR portal to function in full, as specified in this documentation, by the specified deadline. The contracting authority will verify the operation of the test OCR portal. The contracting authority will verify the operation of the test OCR portal after successful acceptance, as specified in the Model Contract in this documentation. The verification by the contracting authority will be carried out for an estimated period of 3 months, during which the level of reliability, reading, etc. will be verified. If, during the verification of the operation of the test OCR portal, as defined in this paragraph, the contracting authority finds that it does not meet all of the contracting authority's requirements or does not achieve the required level of reliability and does not meet the other criteria for the test OCR portal specified in this documentation, the contracting authority reserves the right not to proceed with the implementation and realisation of "Second phase: Installation of other entry-exit point equipment".

### **Second phase: Installation of other entry-exit point equipment**

Technical specifications and description of the entry-exit point

For the entry-exit point for trucks, the installation of 6 separate control points is envisaged (main entry point, main exit point, container terminal entry point, container terminal exit point, depot entry point and depot exit point), which must ensure the smooth entry and exit of trucks transporting containers. The control points must read and recognise data and automatically synchronise data with the contracting authority's systems for the purposes of the fastest, optimal and correct entry of trucks into the port area and to provide feedback to truck drivers on the planned loading/unloading locations of containers.

The technical specifications and description of the OCR portals required in the second phase are the same as those specified for the test OCR portal in the description of the first phase.

- **Main entry point**

Three (3) OCR portals are planned to be installed, allowing the passage of cargo 2.5 m wide and 4.2 m high, and one portal that must also allow the passage of oversized cargo (3.5 m wide and 4.5 m high). All portals must be equipped with a barrier gate in front of the OCR portal (loop installation) leading to four (4) entry lanes for trucks, one of which must allow the passage of oversized cargo (cargo width 3.5 m). Each lane must have a kiosk for truck drivers, equipped with

a display resistant to external weather conditions (min. diagonal length 22 cm), an alphanumeric keyboard for entering a PIN, a communication module (VOIP/intercom) and a module with identification capability (card reader, QR code reader or similar). Each truck line must be equipped with an appropriate barrier gate the kiosk and a camera for recognising truck number plates (LPR camera; License Plate Recognition) and appropriate traffic signals (warning signs, lights/traffic lights, traffic signs, information displays for drivers).

Based on the data received from the OCR portal and LPR camera, and by reconciling the information present in the other systems already established by the contracting authority, the main entry point allows or denies\* the truck entry into the port. In the event of entry, the entry point must provide the driver with information about the next checkpoint, as shown in the table below:

Unloading CNT	Loading CNT	Instruction	Check point
Empty CNT	No loading	Go to DEPO gate	DEPO
Full CNT	No loading	Go to TERMINAL gate	TERMINAL
Empty CNT	Empty CNT	Go to DEPO gate	DEPO
Full CNT	Empty CNT	Go to TERMINAL gate	TERMINAL
Full CNT	Full CNT	Go to TERMINAL gate	TERMINAL
OCR mismatch		Go to TROUBLE area	TROUBLE
	OCR mismatch	Go to TROUBLE area	TROUBLE
Full CNT		Go to CUSTOMS area*	CUSTOMS

\*if TOS contains information about customs control or blockade.

If there is no appropriate appointment or feedback, the truck is denied entry to the port (EXIT).

The main entry point must allow for additional control of truck entry in the event of unloading/loading of containers with dangerous goods (IMO/ADR).

The entry point must forward information about the entry of the truck and container to the TOS system and, if necessary, to the VBS.

The main entry point must ensure a throughput of at least 60 trucks per hour.

### Description of the planned process

1. Start of the procedure – creating an appointment in the VBS.
  - The truck driver receives an order for the delivery or collection of containers.
  - The driver logs into the VBS (Vehicle Booking System).
  - The driver enters the container data (import).
  - An appointment is created, which may include the payment of fees.
  - After confirmation by the system, the appointment receives the status "booked."
  - The appointment is also stored in the TOS (Terminal Operating System) with the appropriate reference key.
2. Truck arrival – start of the OCR process
  - The truck arrives at the Port of Koper and drives through the OCR portal (automatic optical reader).



- The OCR recognizes all characteristics and markings in accordance with the description in the technical specification of the first phase.
  - The GOS (Gate Operating System) creates a Truck Visit that is not yet linked to the appointment.
3. Pregate – checking the link to the appointment
- At the "Pregate" crossing, the system checks whether the OCR data matches the active notification in the TOS.
  - The check returns a positive result:
    - the driver is automatically shown instructions to proceed to the next checkpoint (DEPO, TERMINAL, TROUBLE, CUSTOMS, EXIT),
    - the barrier gate opens.
  - The check returns a negative result:
    - the driver must enter the identification number of the appointment (PIN code, QR code, or similar) to try to find the appointment manually.
  - Identification is unsuccessful:
    - the vehicle is redirected to EXIT (exit point – the truck leaves the port).
4. Manual coordination in the ADMIN area
- In the ADMIN area, an employee manually checks the OCR data.
  - Based on the available data, they manually link the Truck Visit to the existing appointment in TOS.
5. Entry to DEPO or TERMINAL
- DEPO gate:
    - The driver arrives at the DEPO entrance.
    - The system identifies the vehicle using LPR (License Plate Recognition).
    - GOS sends a request to TOS to obtain TID (Truck Instruction Detail) – these are instructions for the handling location.
    - TOS returns the instructions, the driver is shown the location for unloading/loading via the display and by forwarding the information to VBS, and the barrier gate opens.
  - TERMINAL gate:
    - The procedure is the same as at the DEPO entrance and is used for handling full containers.
6. Handling and exit
- After handling, the driver continues towards the exit (OUT gate) – DEPO or TERMINAL.
  - OCR rechecks the containers and LPR registrations.
  - GOS checks whether all handling operations have been successfully completed.
  - Based on this, GOS triggers:
    - partial closure of the visit (if only handling at one location was performed) or
    - complete closure of Truck Visit (if all activities are completed).

#### • **Main exit point**

The main exit point is located in the space of the existing infrastructure. Three lanes are to be equipped with license plate recognition cameras (LPR cameras) in order to obtain information about the actual exit of trucks from the port area and to forward the data to the TOS and, if necessary, to the VBS. Each exit lane must be equipped with appropriate traffic signs.

#### • **Entry point of the container terminal**

It provides for four entrance lanes for trucks, one of which must allow the passage of oversized cargo (up to 3 m wide). Each lane must have a kiosk for drivers, equipped with a display (minimum



diagonal length 22 cm) and a communication module (VOIP/intercom). Each truck lane must be equipped with an appropriate barrier gate after the kiosk and a camera for recognising truck license plates (LPR camera) and appropriate traffic signals (warning signs, lights/traffic lights, traffic signs, information displays for drivers). The entry point of the container terminal checks the correctness of the truck's arrival at the checkpoint in accordance with the appointment and, based on the LPR camera reading and data exchange with the TOS system, must provide the driver with information about the expected location of unloading/ loading of the container via the display and by forwarding the information to the VBS system. The entry point must forward information about the entry of the truck into the container terminal to the TOS system and, if necessary, to the VBS.

- **Exit point of the container terminal**

Installation of two (2) OCR portals (for cargo with a width of 2.5 m and a height of 4.2 m) is planned, with one portal allowing the passage of oversized cargo (cargo width up to 3.5 m and height 4.5 m), leading to 4 exit lanes. One of these lanes must allow the passage of oversized cargo (up to 3 m wide). Each lane at the exit point must have a kiosk for drivers, equipped with a display (min. diagonal length 22 cm) and a communication module (VOIP/intercom). Each truck lane must be equipped with an appropriate barrier gate after the kiosk and a camera for recognising truck license plates (LPR camera) and appropriate traffic signals (warning signs, lights/traffic lights, traffic signs, information displays for drivers). The exit point of the container terminal must, based on the LPR camera reading and the OCR portal reading, ensure the passage of trucks in accordance with the appointment made when the truck entered the port. The exit point of the container terminal must provide the driver with information about the next point. The exit point must forward information about the exit of the truck and container to TOS and, if necessary, to VBS.

- **Depot entry point**

Three entry lanes are planned. Each lane must have a kiosk for drivers, equipped with a display (min. diagonal length 22 cm), a communication module (VOIP/intercom), a camera for license plate recognition (LPR camera), and a barrier gate installed behind the kiosk. The depot entry control point checks the correctness of the truck's arrival at the control point in accordance with the appointment and, based on the LPR camera reading and verification with the TOS and VBS systems, must provide the driver with information about the planned loading/unloading point via the display on the kiosk and by transmitting the information to the VBS system. The depot entry point must forward information about the entry of the truck and container to TOS and VBS.

The tenderer has the option of supplying a system of portable handheld devices (tablet computers with the tenderer's GOS system installed) for confirming any readings of external damage to the exterior of containers and entering additional damage to the exterior and recording additional damage to the exterior and interior of the container. The data entered into the GOS must be transferred to the TOS system.

- **Depot exit point**

Two (2) OCR portals are planned, leading to three exit lanes. Each exit lane must have a kiosk for drivers, equipped with a display (min. diagonal length 22 cm) and a communication module (VOIP/intercom). Each truck lane must be equipped with an appropriate barrier gate after the kiosk and a camera for recognising truck license plates (LPR camera) and appropriate traffic signals (warning signs, lights/traffic lights, traffic signs, information displays for drivers). Based on the correct reading of the OCR portal and LPR camera, the exit point must ensure the exit of the truck and provide the driver with information at the next point. The exit point of the depot must forward the OCR portal reading to TOS and VBS.

**Maintenance and technical support** – *maintenance and technical support are required for a period of ten years*

- the tenderer must provide technical support in English,
- the tenderer must provide technical specifications for all integrations between individual systems,
- the tenderer must ensure the establishment of a connection with the contracting authority's operating system (TOS Tideworks Mainsail 10) and, if necessary, with the truck notification system (VBS) and other systems (e.g., LDAP).
- The tenderer shall provide and, if necessary, develop interfaces that enable the exchange of electronic messages between systems for the purposes of the entire truck entry and exit process.
- The tenderer shall supply all necessary technical and computer equipment for the establishment of the entry/exit point.
- The tenderer shall prepare a plan for the placement of all technological equipment for the purposes of preparing project documentation for the construction, namely design documentation for obtaining a building permit (DGD) and detailed design documentation (PZI). All planned equipment, required connections to the electrical and telecommunications networks, and all other technical elements to be provided by the contracting authority (foundations, bases, canopies, protective elements, signalling, etc.) must be clearly specified. The tenderer must prepare the items listed in this paragraph within 40 days of commencing work. The project documentation (DGD and PZI) is not subject to this contract.
- The tenderer must ensure cooperation with the designer selected by the contracting authority in the preparation of project documentation for the infrastructure placement of the entry-exit point (DGD and PZI), in determining the traffic regime, and in managing exceptions.
- The tenderer shall provide free maintenance of the equipment during the warranty period (preventive maintenance and emergency maintenance of equipment – repair of faults and malfunctions).
- The tenderer shall ensure the upgrading of software and hardware for a period of at least 10 years with the aim of promoting innovation, increasing competitiveness, and long-term sustainable development, which includes optical character recognition (OCR) technologies, machine learning (ML), artificial intelligence (AI) and is used for the identification of containers, vehicles, license plates, markings, and the automation of work at container terminals.
- The tenderer shall provide training for users of the software solution.
- The tenderer must deliver a list of annual and other periodic maintenance plans.
- The tenderer shall provide training for hardware maintenance purposes.
- The tenderer must provide 24/7 support to the contracting authority for troubleshooting in the event of malfunction of the supplied equipment for a period of at least 10 years:
  - When a critical fault is notified (complete system failure – traffic is stopped), the tenderer's response time for fault rectification must be within 1 hour and no more than 2 hours.
  - When a high-risk fault is notified (the system is operational but causes serious limitations in operation, more than 50% of the system is not functioning properly) the tenderer's response time for fault rectification must be within 2 hours and no more than 4 hours.
  - When a medium-risk fault is notified (the system is functioning but with reduced operability and causing slower traffic processing) the tenderer's response time for fault rectification must be within 4 hours and no more than 12 hours.

- When a low-risk fault is notified (the system is functioning without errors, user advice, documentation issues, suggestions for improvements, report preparation), it must be resolved within 24 hours but no later than within 72 hours.
- Ensuring 24/7 system operation under normal conditions, with a functioning managed working environment:
  - at least 99.8% reliability of the server infrastructure;
  - annual downtime must not exceed 17.52 hours;
  - monthly downtime must not exceed 4 hours;
  - daily downtime must not exceed 2 hours;
  - simultaneous loss of services to multiple users is not cumulative;
- The tenderer defines a list of all spare parts necessary for 24/7 operation, which the contracting authority must have in stock.
- The tenderer must notify the contracting authority that individual components are approaching the end of their service life and that there is a high probability that a shortage of spare parts will soon occur as a result. This applies in particular to critical components that cannot be replaced or where new components do not support the installed OCR infrastructure or OCR applications. The tenderer must define a list of key parts.
- The tenderer defines all limitations of the OCR portal and GOS system that the contracting authority should take into account for the optimal operation of the OCR system and accompanying systems.
- The tenderer prepares a proposal for data archiving.

**MANDATORY ANNEX · The tenderer shall attach documentation for the offered equipment/goods to the TENDER, showing the technical specifications of the offered goods. If the solution is not cloud-based, the tenderer must attach the minimum configuration of hardware and software server equipment to the tender.**

**If the tenderer has any comments, suggestions for changes, or concerns regarding the technical specifications or other sections of this documentation related to the public procurement, they may express them by posting questions on the public procurement portal under the relevant public procurement that has been published.** (Asking questions, point 1.3 of this [documentation](#)).

#### IV. FORMS

- **TENDER (OBR-1)**
- **PRO FORMA INVOICE (OBR-1A)**
- **INFORMATION ON THE TENDERER AND CONTRACTORS IN (OBR-2)**
- **DECLARATION ON ELIGIBILITY TO PARTICIPATE AND THE ABSENCE OF GROUNDS FOR EXCLUSION (OBR-3)**
- **DECLARATION OF THE SUBCONTRACTOR ON ELIGIBILITY TO PARTICIPATE AND THE ABSENCE OF GROUNDS FOR EXCLUSION (OBR-3A)**
- **DECLARATION ON PROVISION OF TECHNICAL AND STAFFING CAPACITIES (OBR-4)**
- **CERTIFICATE OF THE CONTRACTING AUTHORITY (OBR-4A)**
- **MODEL CONTRACT (OBR-5)**
- **IDENTIFICATION OF THE TENDERER/BUSINESS PARTNER (KYC FORM) OR STATEMENT/DATA ON PARTICIPATION OF NATURAL AND LEGAL PERSONS OWNED BY THE TENDERER (OBR-6)**
- **STATEMENT OF THE TENDERER ON COMPLIANCE WITH THE CODE OF CONDUCT FOR BUSINESS PARTNERS OF THE LUKA KOPER GROUP / IZJAVA PONUDNIKA O SPOŠTOVANJU KODEKSA RAVNANJA POSLOVNIH PARTNERJEV SKUPINE LUKA KOPER (OBR-7)**
- **ESPD IN ELECTRONIC FORMAT** (for each economic operator to be involved in the performance of the public contract; see point 3.1)
- **SUBCONTRACTOR 'S REQUEST FOR DIRECT PAYMENT (OBR-8)**

**TENDER**

tender no.: \_\_\_\_\_  
 Public Procurement  
 No. **JN 49/2025**

1. Contracting authority: **Luka Koper, d.d., Vojkovo nabrežje 38, 6501 Koper**
2. Subject of the procurement: **EQUIPMENT FOR THE ENTRY-EXIT POINT OF CONTAINER TERMINAL**
3. The tenderer: \_\_\_\_\_
4. Tender values

Pro forma invoice value (without VAT): \_\_\_\_\_ EUR  
*(enter the value from the pro forma invoice)*

We give a \_\_\_\_ % discount on the pro forma invoice price.

**Tender price excluding VAT**

--

**EUR**

Tender price with VAT

--

EUR

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

Coverage of content and technical requirements (content) \_\_\_\_\_ (specify the number of content and technical requirements from the FORM OBR 1b marked "M" (criterion) offered by the tenderer in the tender).

Origin of goods: \_\_\_\_\_ *(complete as appropriate)*

5. The tender is valid for the entire contract, in accordance with the tender documents related to the award of the contract, which is attached to this tender.
6. The price is fixed for the scope of works from the tender.
7. The tender must be valid for 120 days after the deadline for receipt of tender.
8. We undertake to perform the contract in accordance with the requirements of the procurement documentation.
9. Delivery deadlines
  - 9.1 The deadline for preparing the plan for the installation of the planned entry/exit point equipment for the purposes of preparing the design documentation for the construction of the facility, namely the design documentation for obtaining a building permit (DGD) and detailed design documentation (PZI), which the contracting authority has ordered separately, is 40 calendar days from the signing of this contract.
  - 9.2 The deadline for delivery, installation, testing, and acceptance for the first phase (test OCR portal) is November 30, 2025.

- 9.3 The deadline for delivery, installation, testing, and acceptance of the second phase (installation of other entry/exit point equipment) is October 15, 2027, or 30 calendar days from the completion of the facility's construction (whichever is later).
10. Financial terms – we are familiar with and agree to the financial terms set out in the model contract.
11. We will perform the contract as stated in the tender and will not transfer it to another contractor. We will immediately inform the contracting authority to indicate the subcontractors we cooperate with, otherwise we are obliged to compensate the contracting authority for the costs or other damage incurred due to untimely notification.
12. We declare to have studied the documentation relating to public contract award in full detail prior to submission, and accordingly, we are familiar with all the characteristics and specifics hereof, and we fully agree therewith. Any shortcomings in the specification/scope of works of the contract have been brought to the attention of the contracting authority. No subsequent claims will be made on this basis.
13. We will provide the contracting authority with a financial security instrument in accordance with the documentation related to the award of the public contract.

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

The tenderer

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

Stamp

\_\_\_\_\_  
(Name, surname and signature  
of the authorised person)

Annexes:

- Annex 1: Pro forma invoice (OBR-1A)
- Annex 2: Technical requirements (OBR-1B) (completed excell file)

**Tender budget**
**JN 49/2025 EQUIPMENT FOR THE ENTRY-EXIT POINT OF CONTAINER TERMINAL**

	Scope of services	Unit	Quantity	Value of works taken over in EUR excl. VAT	Value in EUR excluding VAT
1.	Delivery and Installation of a test OCR portal (first phase)	pcs	1		
2.	Delivery and installation of other equipment of the entry-exit point (second phase)	pcs	1		
3.	Maintenance of the system (for a period of ten (10) years)	One month maintenance	120		
<b>Total in EUR excluding VAT</b>					*

(\*value entered by the tenderer on the form Offer OBR-1, "Ponudbena cena brez DDV" (Tender price without VAT))

**All prices are in euros.**

**Prices are calculated and rounded to two (2) decimal places.**

Date:

Place:

Stamp

The  
tenderer:

(Name, surname and signature of  
the authorised person)



## INFORMATION ON THE TENDERER AND CONTRACTORS IN IN JOINT PERFORMANCE

### 1. TENDER

We are submitting the tender to undertake the public procurement JN 49/2025 EQUIPMENT FOR THE ENTRY-EXIT POINT OF CONTAINER TERMINAL (please mark as appropriate with X):

- ☐ individual tender
- ☐ with subcontractors
- ☐ joint tender

### 2. INFORMATION ABOUT THE TENDERER

#### 2.1 Information about the tenderer

Full company name of the tenderer	
Address of the tenderer	
Legal representative or one or several persons authorised to sign the contract	
Option to digitally sign the contract with a qualified digital certificate <sup>1</sup> of all persons authorised to sign the contract	YES/NO
Registration number	
VAT identification number	
Current account number	
Name and address of bank:	
BIC/SWIFT	
Phone**	
e-mail**	
Number of employees	
Seller's representative (first name surname, e-mail, tel./gsm)*	

\* information for the contract, \*\* information for publication on the public procurement portal in case of selection

<sup>1</sup> See Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC ([Regulation - 910/2014 - EN - eIDAS - EUR-Lex](#)).

## 2.2 Tender with subcontractors – information on subcontractors

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

In the public procurement marked JN 49/2025, we will cooperate with the following subcontractors:

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

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

## 2.3. Joint tender

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

The following tenderers are participating in the procurement procedure JN 49/2025:

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

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

The tenderer

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

Stamp

\_\_\_\_\_  
(Name, surname and  
signature of the authorised  
person)

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

Tenderer / partner: \_\_\_\_\_

We declare under criminal and material responsibility that:

- a) we are not the subject of insolvency or compulsory winding-up proceedings under the act governing insolvency and compulsory winding-up proceedings or of liquidation proceedings under the act governing companies, our assets or operations are not being administered by a liquidator or by the court, our business activities are not suspended, and, in accordance with the regulations of another country, we are not the subject of proceedings or are not in an analogous situation having the same legal effect;
- b) on the day on which the deadline for receipt of tenders expires, we are not excluded from public procurement procedures on the grounds of being entered in the register of economic operators on whom secondary sanctions of exclusion from procurement procedures have been imposed from Article 110 of ZJN-3 (Exclusion grounds from Article 75(4)(a) of the ZJN-3);
- c) we are registered in the commercial register to carry out the activity that is the subject of the contract and we undertake it in the tender, namely for the activity \_\_\_\_\_;
- d) on the day of the submission of the tender, none of our transaction accounts are blocked and in the last 180 days before the deadline for the submission of tenders, none of our transaction accounts were blocked for more than 10 consecutive days.
- e) In the last three financial years for which balance sheet data has already been published (in the case of less than three years of operation, in the period since we began operating), we had average annual net sales revenue at least equal to the tender value (excluding VAT) for the part of the contract we are taking over.  
Our average annual net sales revenue over the last three financial years amounted to:  
\_\_\_\_\_ EUR;
- f) We have a recent and current Basel II credit rating of at least SB6 or equivalent, in accordance with the provisions of the procurement documents.
- g) We and any person, entity or body referred to in the first paragraph of Article 5.k of Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine are not subject to the prohibition from the first paragraph of Article 5.k of this Regulation.

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

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

Tenderer / partner

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

Stamp

\_\_\_\_\_

(Name, surname and signature  
of the authorised person)

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

Subcontractor: \_\_\_\_\_

We declare under criminal and material responsibility that:

- a) we are not the subject of insolvency or compulsory winding-up proceedings under the act governing insolvency and compulsory winding-up proceedings or of liquidation proceedings under the act governing companies, our assets or operations are not being administered by a liquidator or by the court, our business activities are not suspended, and, in accordance with the regulations of another country, we are not the subject of proceedings or are not in an analogous situation having the same legal effect;
- b) on the day on which the deadline for receipt of tenders expires, we are not excluded from public procurement procedures on the grounds of being entered in the register of economic operators on whom secondary sanctions of exclusion from procurement procedures have been imposed from Article 110 of ZJN-3 (Exclusion grounds from Article 75(4)(a) of the ZJN-3);
- c) we are registered in the commercial register to carry out the activity that is the subject of the contract and we undertake it in the tender, namely for the activity \_\_\_\_\_;
- d) on the day of the submission of the tender, none of our transaction accounts are blocked and in the last 180 days before the deadline for the submission of tenders, none of our transaction accounts were blocked for more than 10 consecutive days.
- e) In the last three financial years for which balance sheet data has already been published (in the case of less than three years of operation, in the period since we began operating), we had average annual net sales revenue at least equal to the tender value (excluding VAT) for the part of the contract we are taking over.  
Our average annual net sales revenue over the last three financial years amounted to:  
\_\_\_\_\_ EUR;
- f) We and any person, entity or body referred to in the first paragraph of Article 5.k of Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine are not subject to the prohibition from the first paragraph of Article 5.k of this Regulation.

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

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

Subcontractor

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

Stamp

\_\_\_\_\_  
(Name, surname and signature  
of the authorised person)

**DECLARATION ON PROVISION OF TECHNICAL AND STAFFING CAPACITIES**

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

Reference works data:

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

	REFERENCE WORK I	REFERENCE WORK II
Name of reference work:		
Contracting authority		
Supplier		
Subcontractor (if the economic operator acted as a subcontractor)		
Date of implementation of work (month, year)		
Place of work/location of delivery (within European Union countries)		
Total transaction value (in EUR excl. VAT):		
The value of the part of the transaction that demonstrates the fulfillment of the condition of technical and professional competence (reference) in EUR (excluding VAT)		
Subcontractor's share, if acting as a subcontractor, in terms of value in %		

Details of financial transactions		
-----------------------------------	--	--

**Notes:**

- if the pre-set tables on the form are not sufficient to list all reference transactions, the tenderer shall complete and attach several OBR-4 forms,
- If the tenderer does not wish to disclose the actual values of its transactions, it may indicate on forms OBR-4 and OBR-4A that it meets the minimum required value for each transaction.

Annex: CERTIFICATE FROM THE CONTRACTING AUTHORITY FOR EACH OF THE REFERENCES PROVIDED (i.e. form OBR-4A).

If the economic operator acted as a subcontractor in the performance of the reference contract, it must submit:

- a certificate from the contracting authority (form OBR-4A) signed by the end customer, or
- a certificate from the contracting authority(form OBR-4A) signed by the subcontractor's customer, to which it must also submit the end customer's certified references to the subcontractor's customer.

The content of the customer's confirmation must be in accordance with the template (i.e., form OBR-4A from this documentation).

If the economic operator demonstrates the reference work with a service performed for Luka Koper , d.d., it is not necessary to attach a certificate from the contracting authority. The contracting authority will verify his own records to check if the required conditions are fulfilled. It is recommended that the tenderer nevertheless check with the contracting authority whether such reference work will be accepted or taken into account.

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

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

Stamp

The tenderer

\_\_\_\_\_  
(Name, surname and signature  
of the authorised person)



OBR-4A

**CERTIFICATE OF THE CONTRACTING AUTHORITY**

Contracting ..... authority:

Subject of the procurement:  
.....,

which took place in the year(s) \_\_\_\_\_ ( month, year – from – to)

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

**confirms** that the contractor/supplier of the order

.....

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

The following goods were delivered under this contract (add description to show that the reference requirements are met):

.....  
.....  
.....  
.....

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

.....,

tel.: ....., e-mail.....

Signatory of the contracting authority's certificate .....  
(Indicate name and surname)

Function or position of the signatory of the contracting authority's certificate  
..... (please specify position)

Date:

Stamp:

Signature:

\_\_\_\_\_

*Note: The tenderer may also attach other relevant certificates obtained in other procedures for the purpose of participating in public procurement procedures as proof under this form, provided that the certificates show all the information specified in this form.*

**MODEL CONTRACT**

LUKA KOPER, pristaniški in logistični sistem, delniška družba, Vojkovo nabrežje 38, 6000 KOPER,  
represented by the Management Board President \_\_\_\_\_ and the Management Board  
MEMBER \_\_\_\_\_  
(as the CONTRACTING AUTHORITY)  
VAT identification number: SI 89190033  
Registration number: 5144353000

and

\_\_\_\_\_ (name of the contractor), \_\_\_\_\_ (address of the  
contractor), represented by \_\_\_\_\_ (authorized representative of the contractor  
to sign the contract),  
(as the CONTRACTOR)  
VAT identification number: \_\_\_\_\_  
Registration number: \_\_\_\_\_

conclude the following

**CONTRACT no. JN 49/2025 / ISPKT24/ 45- \_\_\_\_\_**

**I. Introductory provisions****Article 1**

The parties hereby declare that:

- the contracting authority has carried out the public procurement procedure "OPREMA ZA VHODNO-IZHODNO TOČKO KT"(EQUIPMENT FOR THE ENTRY-EXIT POINT OF CONTAINER TERMINAL) (hereinafter: public procurement) in accordance with procedure \_\_\_\_\_ with internal reference number 49/2025 (the contract notice was published on the public procurement portal on \_\_\_\_\_);
- the contractor submitted to the contracting authority the tender no. \_\_\_\_\_ dated \_\_\_\_\_, which is Annex 1 to this contract (hereinafter: the tender);
- on the basis of the decision published on the public procurement portal, the contracting authority awarded the public contract to the tenderer \_\_\_\_\_;
- this contract is concluded with the purpose of determining the conditions and manner of implementation of the subject of the public contract;
- **(OPTION: only applicable if several contractors submit a joint tender), the contractors as partners on \_\_\_\_\_ concluded \_\_\_\_\_ (hereinafter: consortium agreement), which regulates the relations between the partners in the distribution of works and the responsibilities between them. The consortium agreement is an annex and an integral part of this contract. Within the framework of the consortium agreement, the main partner is....., other economic operators, namely \_\_\_\_\_ are partners. In the continuation of this contract, the term "contractor" is used for the main partner and**

partners. The contractors under the consortium contract shall be jointly and severally liable to the contracting authority for the implementation of this contract and the execution of the works and services necessary for its complete fulfilment.

## **II. Subject of the Contract**

### **Article 2**

The subject of this contract is "OPREMA ZA VHODNO-IZHODNO TOČKO KT"(EQUIPMENT FOR THE ENTRY-EXIT POINT OF CONTAINER TERMINAL)," which includes:

- first phase: installation of a test OCR portal at the existing entry point of the Port of Koper,
- second phase: installation of other entry-exit point equipment for trucks with a truck and container recognition system (OCR),
- maintenance of the delivered equipment for a period of ten (10) years after the acceptance of the second phase.

The detailed content and scope of this contract are described in the documentation relating to the award of the public contract and the contractor's tender and form an integral part of this contract.

In the event of any inconsistency between the procurement documents and the tender, the provisions of this contract shall prevail.

## **III. Obligations of the service provider**

### **Article 3**

The contractor undertakes to perform the work or services that are the subject of this contract in accordance with:

- this contract,
- contract specification or procurement documents and their annexes,
- the contractor's tender,
- applicable relevant regulations, standards and legislation,

### **Article 4**

The contractor declares and undertakes to the following:

- that before submitting the tender, it has examined all the documentation, is familiar with its contents and has no further questions relating to the subject of the contract,
- that, prior to commencing work, it has inspected the area or location where the equipment will be installed and examined it with professional diligence, so that it is fully familiar with the work site and all its characteristics and specifics,
- to carry out the work fully, in a sound and workmanlike manner, with due diligence, in accordance with the provisions of this contract, the rules of the trade, with professionally qualified personnel and in compliance with the legal provisions and standards in force,
- to carry out the work in such a way that the contracting authority's work process is not jeopardised or disrupted,
- that without the contracting authority's express consent for the storage of materials necessary for the performance of the work under this contract, the contractor shall not occupy the

contracting authority's premises where the contracting authority's work process is carried out, whereby the contractor shall not be entitled to any additional costs or extension of deadlines for delays arising from this,

- that the installed materials and equipment will be free of material and legal defects and will comply with the regulations and standards applicable in the Republic of Slovenia, otherwise the contractor shall, at its own expense and risk, immediately remove the unsuitable material/equipment and/or remedy the unsuitably performed work in a manner that complies with professional rules,
- before the actual start of the installation of the equipment, to submit to the contracting authority for inspection the prescribed evidence of the suitability of the equipment and a description of the technology used to perform the works,
- before the acceptance of individual services (acceptance of the first phase or second phase), to submit to the contracting authority all necessary documentation for acceptance or the required documentation relating to the award of the public contract;
- to independently take care of and implement all safety measures at the work site for both workers and equipment and materials in accordance with applicable legislation and conclude an Agreement on Safety Measures with the contracting authority, otherwise assuming full material and criminal liability for the consequences of the omission,
- to properly arrange and secure the work site before the start of work and report any potentially hazardous work to the Slovenian Labor Inspectorate, if such work exists;
- that, prior to the commencement of work, it will prepare and submit to the contracting authority a schedule for the delivery and installation of equipment and the implementation of the software solution (taking into account the informative schedule for the delivery and installation of equipment and the implementation of the software solution submitted in the tender);
- that, prior to the commencement of work, it will, on the basis of a written request, arrange for the organisational unit responsible for port security to issue entry permits to the Koper port area for its employees and the employees of any subcontractors (at its own expense)
- that it will pay for the use of roads in accordance with the Port of Koper price list (<https://luka-kp.si/slo/cenik-in-splosni-pogoji>) for entry into the Port of Koper area with a personal vehicle,
- that it will comply with all rules and regulations applicable at Luka Koper d.d. (<https://www.luka-kp.si/en/port-guide/port-security/>),
- that after the completion of the installation of the equipment (first or second phase), it will ensure the removal of any waste and that all waste is removed and disposed of in accordance with the applicable regulations, otherwise it shall be liable to the contracting authority for any damage that the contracting authority may suffer as a result, or if the contractor fails to remove the waste, the contracting authority shall have the right to remove the waste at the contractor's expense, and the contracting authority shall be entitled to claim reimbursement of the costs of waste removal or damage by means of a unilateral set-off statement against the contractor's claims against the contracting authority. The contractor's responsibility for waste removal also includes the obligation to engage a suitably qualified and authorized carrier for the transport of the waste generated,
- that, if waste owned by the contracting authority is generated during the performance of the services, the contractor shall, prior to the removal of the waste from the port area, provide the contracting authority with the information necessary to create a record sheet (authorized carrier, authorized recipient, type of waste, estimated quantity of waste) and ensure that the contracting authority receives a confirmed record sheet on the delivery of waste,
- to enable the contracting authority to inspect the performance of contract work at any given time and follow their instructions on specific issues,
- to hand over to the contracting authority all necessary documentation on the quality of the work performed before acceptance of the installed test system or other equipment of the entry/exit point;

- to maintain the installed equipment throughout the agreed period in accordance with the contract, so as to ensure the smooth operation of the equipment/system and all the functionalities of the equipment or system specified in the offer and the contract specification;
- to keep the contracting authority informed of any circumstances which may hinder, complicate or make more costly the realization of the works.

#### **IV. Obligations of the contracting authority**

##### Article 5

Before the commencement of work, the contracting authority is obliged to provide the contractor with the following at its own expense for the purposes of performing all work for the duration of the work:

1. projects or plans for the performance of work, if any,
2. free access to the location of the installation and removal from the location,
3. use of the land for the duration of the installation.

#### **V. Acting with subcontractors**

##### Article 6

In the execution of the public contract in question, insofar as it will perform part of the service with subcontractors, the contractor guarantees and undertakes:

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

##### Article 7

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

The contractor shall perform the work or services itself or with subcontractors specified in the tender (if there are any subcontractors are specified in the tender).

The contractor undertakes to notify the contracting authority of any changes relating to subcontractors (in particular changes to data, replacement of subcontractors, exclusion of subcontractors, subsequent nomination of subcontractors) in accordance with the third paragraph of Article 94 of ZJN-3, and obtain the written consent of the contracting authority. The contracting authority shall issue or refuse consent in accordance with the fourth paragraph of Article 94 of ZJN-3.

In the cases referred to in the previous paragraph of this article, the contractor must submit to the contracting authority, within five days of the change occurring, at least:

- the contact details and legal representatives of the (new) proposed subcontractors,
- all forms intended for subcontractors in the documentation relating to the award of the public contract, including completed European Single Procurement Documents (ESPD) for new subcontractors, if these were required in the documentation relating to the award of the public contract,
- a statement by the subcontractor on the method of payment and, if necessary, an authorization to obtain information from official records for new subcontractors.

If the contracting authority finds that the work is being performed by a subcontractor for which it has not given its written consent, it may withdraw from the contract.

## Article 8

Direct payment to a subcontractor shall be binding on the contracting authority and the contractor only if the individual subcontractor requests direct payment in accordance with the fifth paragraph of Article 94 of ZJN-3 and submits written consent for the contracting authority to settle the subcontractor's claim against the contractor instead of the contractor. In this case, the subcontractor is entitled to payment from the contracting authority, and by signing this contract, the contractor expressly authorizes the contracting authority and agrees that, on the basis of a confirmed invoice or statement, the contracting authority will settle the subcontractor's claim against the contractor, who requests direct payment, instead of the contractor, and the contracting authority accepts this authorization and agrees to this method of payment and undertakes to settle the subcontractor's claim against the contractor on behalf of the contractor. For the purpose of direct payment, the contractor shall attach to each of its invoices or statements an invoice or statement from the subcontractor, which the contractor has previously approved.

Direct payments by the contracting authority to any subcontractors may be made up to the amount of the contracting authority's obligation, which is recognized at any time for the subcontractor's work under this contract and has not yet been paid to the contractor. If the contracting authority has no outstanding obligations to the contractor (because it has already paid the contractor for the work performed or has asserted any counterclaims that defer payment or reduce the contractor's claim), the subcontractor is not entitled to demand direct payment from the contracting authority and the contractor must settle the relationship with the subcontractor itself.

The contractor is fully liable for all consequences and damages that may arise for the contracting authority if the value of the subcontractors' work, together with the contractor's work, exceeds the contractual value that the contracting authority is obliged to pay to the contractor for the work or services performed under this contract. Any costs and damages which the contracting authority may incur in this way shall be deducted from the total contract value and may be set off against the contracting authority's liability to the contractor.

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

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

## Article 9

The Contracting Authority may withhold the payment of the subcontractor's claim:

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

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

If the subcontractor does not request direct payment from the contracting authority, the main contractor undertakes, by signing this contract, to send to the contracting authority, no later than 60 days after payment of the final invoice or statement, its written declaration that it has paid all the subcontractors directly connected with the subject of the contract, and the subcontractors' written statement that they have received payment. If the contractor fails to fulfill this obligation, the contracting authority shall act in accordance with the seventh paragraph of Article 94 of ZJN-3 and submit a proposal to the National Review Commission to initiate a minor offence procedure.

## VI. Value of works and method of payment

### Article 10

The total contract value is determined on the basis of the enclosed tender and amounts to:

\_\_\_\_\_ **EUR**  
(With words \_\_\_\_\_ evrov ...../100),

of which:

- Value of installation of a test OCR portal at the existing entry point of the Port of Koper: ..... EUR,
- Value of installation of other entry-exit point equipment: ..... EUR,
- maintenance value for a period of ten years from the acceptance of the installed equipment referred to in the previous indent: ..... EUR. The value includes all costs for performing maintenance services or ensuring all functionalities of the equipment/system, as specified in this contract and contract specification.



The prices in the offer are fixed and unchangeable, except in cases permitted by applicable regulations or agreed upon in this contract.

The prices in the first paragraph are prices excluding value added tax, which is charged in accordance with applicable legislation.

## Article 11

Services or work under this contract shall be invoiced as specified below:

- for the installation of the test OCR portal at the existing entry point of the Port of Koper, the contractor shall issue an invoice after its acceptance; the basis for issuing the invoice and the attachment to the invoice shall be the acceptance record signed by both contracting parties;
- for the installation of other entry-exit point equipment, the contractor shall issue an invoice after acceptance of the equipment; the basis for issuing the invoice and the attachment to the invoice shall be the acceptance report signed by both contracting parties;
- maintenance services for the installed equipment shall be invoiced monthly, based on the flat rate (monthly amount) specified in the tender. The contractor shall invoice the services monthly, i.e. by the 5th day of each month.

The contracting authority shall settle the payment obligations by transfer to the contractor's transaction account no. .... opened with .... The deadline for payment of each invoice is 75 days from the date of service provision, as indicated on the contractor's invoice. In the event of late payment, the contractor shall be entitled to statutory default interest.

\*

The contracting parties agree that the contracting authority may, at its own discretion, also settle its obligations under this contract in any of the following ways, all of which are considered normal and represent established business practice:

- by direct payment to subcontractors in accordance with Article 8 of this contract,
- by mutual offsetting or assignment to the extent of the total amount of liabilities that the contractor has to the contracting authority or to any subsidiaries and associates of the Port of Koper Group,
- up to 30% of the total contract value with chain set-off, on which no default interest shall be charged,
- by assignment or any other means of fulfilling obligations with other companies or legal entities, insofar as the contracting parties sign the relevant documents on such payment in accordance with the Obligations Code or if such consents are already included in this contract,
- by transfer to the contractor's transaction account no. \_\_\_\_\_ opened with the bank \_\_\_\_\_.

Settlement with offsetting is carried out on the due date of the invoice.

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

## VII. Deadlines and other time commitments

## Article 12

The contracting parties agree that the contractor shall commence work (for the first and second phases) on the date of conclusion of this contract. The contractor shall commence system maintenance immediately after acceptance of the second phase.

## Article 13

The contractor is aware that the deadline for preparing the plan for the installation of the planned entry-exit point equipment for the purposes of preparing the design documentation for the construction of the facility, namely the design documentation for obtaining a building permit (DGD) and detailed design documentation (PZI), which the contracting authority has ordered separately, is 40 calendar days from the signing of this contract, which is already taken into account in the deadlines set out in the remainder of this article.

The contractor undertakes to perform the work under this contract within the following deadlines:

- first phase - installation of the test OCR portal: by 30 November 2025 at the latest;
- second phase – installation of other entry-exit point equipment: by 15 October 2027 or within 30 calendar days of the completion of the construction of the facility (whichever occurs later).

The contractor undertakes to maintain the entry-exit point for a period of 10 (ten) years from the acceptance of the services performed under the second indent of the previous paragraph of this article (completed second phase).

For the avoidance of doubt, within the period specified for the performance of the individual services referred to in the second paragraph of this article, the contractor shall be obliged to perform all work and fulfil all obligations necessary for the performance of the individual services that are the subject of this contract, and to carry out acceptance of the services (installed equipment) with the contracting authority in accordance with the provisions of this contract.

The contracting parties are aware of the fact that the contract in question is co-financed within the framework of the EU project with the acronym ACCESSMILE, which was approved under the Interreg CENTRAL EUROPE programme for the co-financing of project activities, among which the installation of a test OCR portal for the road transport of containers is also envisaged, namely the activities related to the installation of the test OCR portal in the container terminal are co-financed in the amount of 80% or up to the use of the budget provided for the test OCR portal in the ACCESSMILE project; for this reason, the test OCR portal must be set up and operational no later than the deadline specified in the first indent of the second paragraph of this Article of the contract. Should the implementation of the test OCR portal by the contractor be delayed for any reason whatsoever, except in the case of force majeure or reasons in the sphere of the contracting authority justifying an extraordinary extension of the contractual period for the implementation of the test OCR portal, due to which the contracting authority will not be entitled to the European Union co-financing, the contractor shall be liable to compensate the contracting authority for damages for the amount of the planned European Union co-financing.

## Article 14

The parties may mutually agree to change the deadlines for the performance of work under this contract in the following cases:

- if the change of deadlines for the performance of work is objectively necessary due to additional work performed on the basis of a written request by the contracting authority, due to which the completion of the contractual work within the envisaged deadline is not possible, or
- for other justified reasons.

It shall be deemed that the performance of the work within the envisaged deadline is not possible if, due to additional work, a diligent professional would not be able to perform the work within the initially agreed deadline for performance.

The contractor must immediately, but no later than within 2 (two) working days from the day on which it becomes aware of them, notify the contracting authority in writing of the occurrence and cessation of circumstances that may affect the change of deadlines for completion under this contract.

If the contractor is delayed in performing the work for any reason (justified or unjustified), it shall notify the contracting authority in writing within 2 (two) working days of becoming aware of the delay or its cause and request an extension of the deadline. Notwithstanding the contractor's request for an extension of time the contractor shall proceed with the performance of the contract works.

The contracting parties expressly agree that the contractually agreed deadlines for the completion of the contractually agreed work may only be changed by mutual agreement, and the contracting authority shall have no obligation or duty to agree to any extension of the deadline. Any agreement to modify the contractual deadline shall be made in writing as an annex to this contract.

## Article 15

Under the conditions agreed in this article, the deadline for completion shall be automatically extended without the conclusion of an annex to the contract only in the following cases and for the following periods:

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

If, for the justified reasons referred to in the previous paragraph, the contractor is unable to commence or continue the work, it must notify the contracting authority in writing within one working day of establishing the reason, providing objective evidence of its existence, and the contracting authority shall be obliged to confirm the justified reason in writing, otherwise it shall be deemed that the contractor could have commenced or continued with the work and may no longer invoke the impossibility of performing the work at a later date.

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

The entire period of inability to perform the work for the reasons specified in this paragraph shall be recorded by the parties in the acceptance report. The parties expressly agree that the contractor shall not be entitled to change the contract price due to the extension of deadlines for the reasons specified in this article.

If the contractor was unable to commence or perform the work for reasons attributable to the contracting authority, the contracting authority shall not be obliged to compensate the contractor for any disadvantages.

#### Article 16

If, during the installation of the test portal/other equipment at the entry-exit point, the contracting authority becomes aware that there is a likelihood of delay by the contractor and the contractor does not notify the contracting authority or request an extension of the completion date, the contracting authority shall notify the contractor and invite the contractor to explain the progress of the works and the expected delay. The contractor shall reply to the request within 3 days and explain whether it considers that there will be no delay and how it will ensure that there will be no delay in the light of the state of the works and the progress of the deadline, or request an extension of the deadline within the same period.

If the contractor responds that there will be no delay in the installation of the portal/equipment, but a delay nevertheless occurs, the contractor shall be deemed to have acted with gross negligence and the contracting authority shall be entitled to a contractual penalty for the delay in the installation of the test portal/ installation of other entry-exit point equipment in accordance with the provisions of this contract, increased by 100%.

If the parties agree to extend the deadline, the contracting authority retains the right to claim a contractual penalty for the delay for the period from the expiry of the originally agreed deadline for the performance of the subject of the contract, unless the contractor proves that the delay is not due to reasons within its sphere of influence. In case of doubt, the reasons for the delay shall be deemed to originate from the contractor's sphere of influence.

If the contractual work is interrupted at the request of the contracting authority, the contractor prepares a report on the work performed so far, which is confirmed by the contracting authority's authorized representative. The contracting authority shall reimburse the contractor for the costs incurred to date in connection with the performance of the work, in proportion to the work performed. The contractor shall deliver to the contracting authority all the documentation necessary to obtain the relevant permits. In the event that the contractor fails to submit the said documentation within the set deadline, the contracting authority has the right to withdraw from the contract and redeem the security instrument for good performance of contractual obligations.

### **VIII. Acceptance**

#### Article 17

The acceptance of the completed first phase/completed second phase shall be carried out by signing the acceptance report for each phase, which shall specify in particular:

- whether the work performed complies with the provisions of this contract, applicable legal regulations, and professional rules;
- the quality of the work performed and the quality of the equipment, as well as any comments in this regard;

- a definition of the work that the contractor is obliged to redo, complete, or repair, or a definition of the elements that the contractor is obliged to replace, reinstall, etc.;
- other important findings;
- date of acceptance.

The contracting authority is obliged to accept the subject of each phase from the contractor, provided that:

- all work has been performed in the quality and quantity specified in this contract and the documentation referred to in the contract, and all previously identified deficiencies have been remedied;
- all necessary documentation, defined as such by law or this contract, has been handed over to the contracting authority,
- a financial security instrument for the rectification of defects during the warranty and/or guarantee period has been handed over to the contracting authority.

If the conditions set out in the previous paragraph are not cumulatively met, the contracting authority is not obliged to accept the subject of the contract and may refuse acceptance. If the contracting authority refuses to accept the subject of the contract, the contractor shall be deemed to have failed to fulfil its obligations and any delay in performance (in the narrow sense) that has occurred up to that point shall continue.

After the completion of the first phase – the installation of the test portal (after the acceptance of this phase) – the contracting authority will test the operation of the test portal, which is expected to take 3 months. If the testing is successful (i.e., the contracting authority determines that the test portal meets all of the contracting authority's requirements or achieves the required level of reliability and meets the other criteria for the test OCR portal specified in the documentation relating to the award of public contract JN 49/ 2025), the contracting authority will issue a certificate to the contractor.

If, when checking the operation of the test OCR portal as defined in the previous paragraph, the contracting authority finds that it does not meet all the contracting authority's requirements or does not achieve the required level of reliability and does not meet the other criteria for the test OCR portal which are specified in the documentation relating to the award of public contract JN 49/2025, it reserves the right not to proceed with the implementation and realization of the second phase, i.e., the phase of installation of entry-exit point. In this case, the contracting authority shall notify the contractor in writing. In this case, the contractor shall have no claims against the contracting authority in this regard, except for payment for the installation of the test portal and the contractor's services, properly performed until the end of the testing phase.

If, upon acceptance, it is determined that the work has not been performed in accordance with the provisions of this contract (incorrect performance of the subject matter of the contract, which occurs if the condition set forth in the first or second indent of the second paragraph of this article is not met), the contracting authority may, at its discretion, refuse acceptance and set a reasonable deadline for the contractor to fulfil its contractual obligations in accordance with the provisions of this contract, or accept the subject matter of the contract with defects and exercise all rights it has under this contract or in accordance with applicable law. If the contracting authority sets a reasonable additional deadline, the parties agree that a reasonable additional deadline shall be a maximum of 15 days, but may be shortened depending on the circumstances of the case.

After the expiration of the additional deadline referred to in the previous paragraph, the contracting authority shall check whether the subject of this contract has been performed (properly completed) and:

- if the subject matter has been realized (properly fulfilled) and all defects have been remedied, the contracting authority shall accept the subject of the contract,
- if the contracting authority finds that the conditions for acceptance have not been met even after the additional deadline, it may, at its discretion, refuse to accept the performance and withdraw from the contract or decide to accept the subject of the contract; if the contracting authority decides to accept the subject of the contract, it may, due to errors in performance, exercise all rights provided for in the chapter "Warranty and/or guarantee claims" of this contract.

If, notwithstanding the existence of any impediment to acceptance, the contracting authority accepts the subject of the contract, the acceptance of the works has been completed, but the contractor's delay is not thereby eliminated and continues until the contractor corrects all errors and fulfils all other conditions for acceptance (delay in the broadest sense).

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

## **IX. Authorized persons**

### Article 18

The contracting authority authorizes its representative \_\_\_\_\_, tel/mobile: \_\_\_\_\_, e-mail address: \_\_\_\_\_, and the contractor will be represented by \_\_\_\_\_ tel./mobile: \_\_\_\_\_ e-mail address \_\_\_\_\_.

The contracting authority's representative shall represent and act for the contracting authority in respect of all work necessary for the performance of the contract within the scope of the provisions of this contract, but shall have no authority to act for work beyond the scope of this contract, or for any agreement which in substance constitutes a modification of the contract (including extensions of deadlines, ordering of additional work, etc.).

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

## **X. Contractual penalties and damages**

### Article 19

The contracting parties also stipulate contractual penalties in this contract for the following cases: (1) for delays in the installation of the test OCR portal or for delays in the installation of other entry-exit point equipment, (2) for delays in the installation of the test OCR portal or for delays in the installation of other entry-exit point equipment in a broader sense, arising from errors (incorrect completion), (3) for delays in response time for critical errors, (4) for non-compliance, and (5) for failure to achieve the required system reliability.

#### **(1) Contractual penalty for delay:**



- if the contractor delays the installation of the test OCR portal for any reason, except in cases of force majeure or reasons within the sphere of the contracting authority, it shall owe the contracting authority 0.5% of the contractual value of the installation of the test OCR portal for each day of delay. The payment of the contractual penalty for delay under this paragraph may not exceed 10% of the value of the installation of the test OCR portal. The right to a contractual penalty for delay arises on the basis of the contract and the fact of the delay; the contracting authority is not obliged to declare to the contractor that it reserves the right to a contractual penalty. The contracting authority may enforce the contractual penalty for delay even if it did not expressly reserve the right to a contractual penalty upon acceptance of the contractor's delayed performance. For the purposes of this provision, the date of performance or delivery of the subject of the contract shall be deemed to be the date on which the acceptance of the installed test OCR portal is recorded by mutual agreement;
- if the contractor delays the installation of other entry-exit point equipment for any reason, except in cases of force majeure or reasons within the sphere of the contracting authority, it shall owe the contracting authority 0.5% of the contractual value of the installation of other entry-exit point equipment for each day of delay. The payment of the contractual penalty for delay under this paragraph may not exceed 10% of the value of the installation of other entry-exit point equipment. The right to a contractual penalty for delay arises on the basis of the contract and the fact of the delay; the contracting authority is not obliged to declare to the contractor that it reserves the right to a contractual penalty. The contracting authority may enforce the contractual penalty for delay even if it did not expressly reserve the right to a contractual penalty upon acceptance of the contractor's delayed performance. For the purposes of this provision, the date of performance or delivery of the subject of the contract shall be deemed to be the date on which the acceptance of the remaining equipment of the entry-exit point is recorded in the acceptance record.

(2) Contractual penalty for delay in a broader sense: if the contractor performs the installation of the test OCR portal or the installation of other entry-exit point equipment on time, but with factual or legal errors that are reported to the contractor, the contractor shall be obliged to pay the contracting authority a contractual penalty for the period from the notification of the first error to the elimination of all errors, namely, for each day of failure to remedy the errors, 0.5% of the value of the installation for which it is in delay under this indent, but not more than 10% of the value of the installation for which it is in delay under this indent. The date of notification of the defect shall be the date on which the contractor was sent a notification of the defect by e-mail, verbally or by registered mail, and the date of rectification of the defect shall be the date on which it is recorded that all reported defects have been rectified or, if the date of rectification of the defects is not recorded, the date on which all errors were actually rectified and the test OCR portal or other entry-exit point equipment was returned to the contracting authority for uninterrupted use.

In a broader sense, delay under this contract also includes the rectification of all errors and deficiencies related to the documentation that the contractor must deliver to the contracting authority under this contract.

**(3) Contractual penalty for delay in response time for critical errors:** if the contractor misses the response time in the event of a critical error for any reason, except in cases of force majeure or reasons within the contracting authority's sphere of influence, it shall owe the contracting authority 10% of the monthly maintenance fee for each hour of delay. The payment of the contractual penalty for delay from this indent may not exceed twice the monthly maintenance amount. The right to a contractual penalty for delay arises on the basis of the contract and the fact of the delay; the contracting authority is not obliged to declare to the contractor that it reserves

the right to a contractual penalty. The contracting authority may enforce the contractual penalty for delay even if it did not expressly reserve the right to a contractual penalty upon acceptance of the contractor's delayed performance. The moment when the defect is rectified for the purposes of this provision shall be deemed to be the moment when the defect is rectified;

(4) Contractual penalty for non-performance: if, for any reason other than reasons caused by the contracting authority and except for force majeure, the contractor fails to install the test OCR portal (first phase) or install other entry-exit point equipment (second phase) or the contracting authority does not accept the contractor's delayed performance and a situation of non-fulfilment arises, the contracting authority shall be entitled to a contractual penalty of 10% of the contractual value of the phase that has not been completed. If the contracting authority demands payment of the contractual penalty for non-fulfilment, the performance claim shall cease and the contracting authority shall be deemed to have withdrawn from the contract. However, in case of doubt, in the event of delay by the contractor the contracting authority shall be deemed to apply a contractual penalty for delay and not a contractual penalty for non-fulfilment, unless the contracting authority declares otherwise. The contracting authority may also apply a contractual penalty for non-fulfilment in all other cases where the contract is terminated as a result of withdrawal from the contract due to delay or error or for any other reason on the part of the contractor.

(5) **Contractual penalty for failure to achieve the required system reliability:** if the installed system does not achieve the required reliability specified in the Contract Specification (i.e., if the reliability is found to be lower than required, greater daily/monthly/annual downtime than permitted in the context of ensuring 24/7 system operation), for any reason, except in cases of force majeure or reasons within the sphere of the contracting authority, the contractor shall owe the contracting authority 10% of the monthly value of the maintenance service for each instance of failure to achieve reliability. The total payment of contractual penalties under this title may not exceed 10% of the value of annual maintenance. The right to contractual penalties arises on the basis of the contract and the fact of failure to achieve the level of operational reliability; the contracting authority is not obliged to declare to the contractor that it reserves the right to contractual penalties.

The payment of any contractual penalty does not release the contractor from all warranty and/or guarantee obligations under this contract, nor from liability for damages if the damage exceeds the contractual penalty.

The amount of the calculated contractual penalty, for which the contracting authority issues an invoice to the contractor, shall constitute a claim of the contracting authority against the contractor, and the contracting authority's obligation for the amount of the contractual penalty shall be reduced or offset by it.

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

The value of all penalties under this article may not exceed 10% of the total contract value.

## Article 20



The contractor shall be obliged to compensate the contracting authority for all damages caused to the contracting authority during the performance of the works that are the subject of this contract, whether through negligence or intent. Damages include both ordinary damages and lost profits.

## **XI. Insurance**

### Article 21

The contractor undertakes, within eight (8) working days of signing this contract, as a guarantee for the proper performance of the contractual obligations under this contract and as a condition for the validity of the contract, to provide the contracting authority with a financial security instrument, namely an original irrevocable and unconditional bank guarantee, redeemable on first demand, issued in accordance with the Uniform Rules for Demand Guarantees (URDG, 2010 revision) or equivalent surety insurance from an insurance company, in the amount of 10% of the total value of the installation of the OCR test portal (item 1 of Annex OBR-1A) including VAT and the value of the installation of other entry-exit point equipment (item 2 of Annex OBR-1A), valid for at least ninety (90) days after the expected acceptance of the installed other entry-exit point equipment.

In the event of an extension of the contractual deadline for the installation of other entry-exit point equipment, the contractor shall be obliged to deliver to the contracting authority, within eight (8) working days of the signing of the annex, a corresponding extension of the financial security instrument, valid for at least ninety (90) days after the extended expected acceptance of the other entry-exit point equipment.

If the contractor fails to deliver the financial security instrument referred to in the first paragraph of this article to the contracting authority, the contracting authority may, at its own discretion, either (i) withdraw from the contract without any obligations to the contractor, or (ii) retain ten percent (10%) of the contract value including VAT for the period referred to in the first paragraph of this Article, which shall not bear interest. The provisions of this paragraph shall also apply mutatis mutandis if the contractor fails to submit an extension of the financial security instrument in accordance with the previous paragraph. The retained payment shall not bear interest.

The contracting authority may redeem the financial security instrument for the quality and timely performance of contractual obligations if the contractor fails to fulfil its obligations to the contracting authority in accordance with the contract, in the agreed quality, quantity and deadline, and in the event that the contractor fails to fulfil its contractual obligations due to the fact that insolvency proceedings have been initiated against him, or if the contractor doesn't give the contracting authority a financial security instrument to fix defects during the warranty and/or guarantee period.

If the contracting authority cashes in the financial security instrument, the contractor is obliged to issue the contracting authority with at least the same type of security until the end of the above-mentioned period of validity of the security. Otherwise, the contracting authority may, as security for the remainder of the period specified in the first paragraph of this article, retain 10% (ten percent) interest-free of the total value of the installation of the OCR test portal (item 1 of Annex OBR-1A) including VAT and the value of the installation of other entry-exit point equipment (item 2 of Annex OBR-1A), in accordance with the third paragraph of this article.

### Article 22

The contractor shall be liable to the contracting authority for any errors and defects in the work performed (installed equipment – first and second phases) throughout the duration of this contract.

The warranty and/or guarantee period for the work performed and the equipment is two years, counting from the completed acceptance of the second phase (i.e., installation of other entry-exit point equipment).

The contractor undertakes to remedy all defects in the equipment or its operation, or defects resulting from poor-quality installation work, within the warranty and/or guarantee period. The contractor shall rectify errors or deficiencies taking into account the response times and deadlines specified in the documentation related to the award of the public contract JN 49/2025.

#### Article 23

As a guarantee for the rectification of defects during the warranty and/or guarantee period, the contractor shall, within 8 working days of the handover of the work to the contracting authority, as a condition for the successful acceptance of the work, submit a financial security instrument, namely an original irrevocable and unconditional bank guarantee, redeemable on first demand, issued in accordance with the Uniform Rules for Demand Guarantees (URDG, 2010 revision) or equivalent suretyship insurance from an insurance company, for the rectification of defects during the warranty and/or guarantee period, in the amount of five percent (5%) of the total contract value including VAT. The validity of the financial security instrument must be at least thirty (30) days longer than the longest warranty and/or guarantee period specified in the previous article of this contract.

If, during the warranty and/or guarantee period, the contracting authority discovers and notifies the contractor of defects that will not be remedied before the expiry of this period, the contractor shall be obliged to extend the validity of the financial security instrument for the rectification of defects during the warranty and/or guarantee period.

If the contractor is unable to provide a financial security instrument with the validity specified in the first paragraph of this article, the contracting authority agrees that the contractor may submit a financial security instrument with a shorter maturity, provided that the contractor delivers a new financial security instrument to the contracting authority before the expiry of the validity of the previous one. If the contractor fails to deliver a new or extended financial security instrument to the contracting authority at least 15 days before the expiry of the financial security instrument, the contracting authority shall be entitled to redeem the existing instrument. The contracting authority shall retain the amount thus obtained until the expiry of the warranty and/or guarantee period specified in this contract, and no interest shall be paid on it.

The contracting authority may redeem the financial security instrument to remedy defects during the warranty and/or guarantee period if the contractor fails to remedy any defect or complaint in the manner specified in the articles of the chapter "Warranty and/or guarantee claims" of this contract, or if insolvency proceedings have been initiated against the contractor.

## **XII. Warranty and/or guarantee claims**

#### Article 24

During the warranty period, the contractor is obliged to remedy any defects or faults in the equipment in accordance with the Contract Specification.

If the contractor fails to remedy the defects in a timely manner in accordance with the Contract Specification, the contracting authority or a third party may remedy them at the contractor's expense (if the maintenance model allows such an approach), in which case the contracting authority may enforce the insurance referred to in Article 23.

#### Article 26

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

- insist that the contractor rectify the defect,
- rectify the defect through another contractor (if the equipment or system allows this) and demand reimbursement from the contractor for the costs incurred in rectifying the defect,
- rectify the defect by engaging its own employees and own resources and charge to the contractor the normal value of the costs of rectification of the defect that would have been incurred if the contracting authority had engaged an external contractor,
- does not rectify the defect and charges to the contractor the inferiority of the item resulting from the defect, whereby the inferiority can be calculated either as the estimated lower value of the defective items or as the estimated sum of all costs that will be necessary in the future to rectify the defect,
- withdraw from the contract for reasons attributable to the contractor.

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

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

#### Article 27

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

### **XIII. Termination of the contract**

#### Article 28

In addition to the grounds provided for by law and without any obligation to the contractor, the contracting authority may terminate this contract at any time or immediately if:

- within eight (8) working days of the signature of the contract, the contractor fails to deliver to the contracting authority a performance guarantee,
- the contractor is the subject of insolvency proceedings or proceedings for striking off the register without winding up, or voluntary or compulsory winding-up,

- the contractor has not commenced the contractually agreed works within the contractual period determined by this contract, nor within the subsequent period set by the contracting authority, which may not exceed 5 (five) days,
- it is evident that the contractor did not achieve the contractually agreed quality and did not establish it even within the subsequently set deadline by the contracting authority,
- the contractor interrupts the works without the consent of the contracting authority or is more than 10 days late each time according to the envisaged plan, and would not compensate for these delays even within the subsequently determined deadline,
- the contractor commits a material breach of his obligations under this contract or under the law and the breach is of such a nature that further cooperation with the contractor is impossible and it would be unfair to expect the contracting authority to grant the contractor an additional deadline to remedy the breach,
- in other cases determined by this contract or the law.

In the cases referred to in the preceding paragraph and in other cases provided for in this contract or the law, the contracting authority shall have the right of withdrawal when the contractor commits a breach and shall not be obliged to give the contractor prior notice or a deadline to remedy the breach. The Contracting Authority shall declare the withdrawal by means of a simple statement. In the case of other breaches, the contracting authority may also withdraw from the contract, but only if it has previously set an additional deadline for the contractor within which it had the opportunity to remedy this breach.

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

#### **XIV. Resolutive condition**

##### **Article 29**

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

If the contracting authority is aware of the violation, he shall inform the contractor within 10 days. The contractor may, within a period to be fixed by the contracting authority, which may not exceed 15 days, furnish evidence that he has taken sufficient measures to prove his reliability despite the existence of the violation. If there is a violation by a subcontractor, the contractor may, within the same time limit, provide evidence that the subcontractor has taken sufficient measures to demonstrate his reliability despite the existence of the violation. If the contractor has not provided evidence in respect of the subcontractor, or if he has done so, but the contracting authority considers that these measures are not sufficient, the contractor may replace the subcontractor within a period to be determined by the contracting authority, which may not exceed 15 days in

accordance with Article 94 of the ZJN-3, or take over the subcontracted work himself, provided that this replacement or take-over does not constitute a substantial modification of the contract. If the contractor has not provided evidence for himself or for the subcontractor, or if he has done so, but the contracting authority considers that these measures are insufficient, or if the contractor does not himself take over the work or proposes a new subcontractor, or if the contracting authority rejects the proposed new subcontractor in due time in accordance with Article 94 of the ZJN-3, the resolutive condition shall be exercised provided that at least six months remain between the time when the contracting authority became aware of the breach and the expiry of the contract.

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

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

### Article 30

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

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

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

## **XVI. Final Provisions**

### Article 31

The Parties agree that only the Contracting Authority shall communicate with the public in connection with the exercise of the contractual rights and obligations, unless it is expressly agreed in writing with the Contracting Authority that the Contractor shall also communicate with the public. Breach of this clause shall constitute such a breach of contract in such a way that the contracting authority may terminate the contract.

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

#### Article 32

For all other provisions not expressly agreed in this contract, the provisions of the Obligations Code (Official Gazette of the Republic of Slovenia, No. 83/2001 as amended) and other applicable legislation shall apply.

#### Article 33

The contracting parties agree that they will attempt to resolve any disputes between them amicably, otherwise they agree that the court in Koper shall have jurisdiction, applying Slovenian law, which shall also govern the contractual relationship.

#### Article 34

The contracting parties agree that any amendments to this contract shall be made in a written annex to this contract, unless this contract expressly stipulates that a written annex is not necessary.

#### Article 35

The Agreement is deemed to be concluded when it is signed by both Contracting Parties. The date of conclusion shall be the last signed date.

In the event that the Contract is signed in manuscript, it shall be written in two copies, one copy of which shall be given to each of the contracting parties. In the event that the contract is signed electronically, the original of the contract is in digital form. This contract shall enter into force on the date of conclusion.

Annex and integral part of this contract:

- a) tender no..... dated.....,
- b) documentation underlying for the award of public procurement contract,
- c) (specify other components, e.g. consortium agreement).

Koper, \_\_\_\_\_  
(date)

\_\_\_\_\_, \_\_\_\_\_  
(Place, Date)

Contracting authority:  
Luka Koper, d.d.

Contractor:  
\_\_\_\_\_  
(title)

President of the Management  
Board \_\_\_\_\_

\_\_\_\_\_  
*(person authorized to sign the contract)*

Member of the Management Board  
\_\_\_\_\_

**OBR-6**

**IDENTIFICATION OF THE TENDERER/BUSINESS PARTNER (KYC FORM)**  
**i.e. STATEMENT/INFORMATION ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS**  
**IN THE OWNERSHIP OF THE TENDERER**

The information in this questionnaire is collected for the purpose of carrying out due diligence activities on business partners and checking conflicts of interest in public procurement procedures in accordance with sixth paragraph of Article 14 of the Integrity and Prevention of Corruption Act, Official Gazette of the Republic of Slovenia, No. 69/11 – official consolidated text with amendments, and in other procurement procedures.

**1. Information regarding the tenderer/business entity**

Name and legal form of the company:	
Registration number:	
Address (tenderer's registered office):	
Main activity of the tenderer:	
Phone:	
E-mail:	
Website:	

**2. Data on persons authorized to represent the business entity (members of the management board, directors or procurators)**

Name and surname:	
Personal identification number	
Position/acting in the role:	
Permanent residence:	
Is the person authorized to represent a politically exposed person?*	<input type="checkbox"/> YES <input type="checkbox"/> NO

Name and surname:	
Personal identification number	
Position/acting in the role:	
Permanent residence:	
Is the person authorized to represent a politically exposed person?*	<input type="checkbox"/> YES <input type="checkbox"/> NO

Name and surname:	
Personal identification number	
Position/acting in the role:	
Permanent residence:	
Is the person authorized to represent a politically exposed person?*	<input type="checkbox"/> YES <input type="checkbox"/> NO



Name and surname:	
Personal identification number	
Position/acting in the role:	
Permanent residence:	
Is the person authorized to represent a politically exposed person?* <input type="checkbox"/> YES <input type="checkbox"/> NO	

*\*Politically exposed person is, in accordance with the provisions of the Prevention Of Money Laundering And Terrorist Financing Act (ZPPDFT-2, OJ No. 48/22 and 145/22), any natural person who is or has been acting in a prominent public position in a Member State or a third country in the last year, including his/her immediate family members and close associates. Natural persons who act or have acted in a prominent public position are: Heads of State, Prime Ministers, Ministers and their deputies or assistants; elected representatives of legislative bodies (members of National Assembly and National Council); members of governing bodies of political parties; members of supreme and constitutional courts and other judicial bodies at a high level against whose decisions, except in exceptional cases, regular or extraordinary remedies cannot be used; members of the courts of auditors and the councils of central banks; heads of diplomatic missions and consulates and representatives of international organisations and senior officers of armed persons; members of administrative or supervisory bodies of state-owned enterprises; heads of bodies of international organisations (such as presidents, secretaries-general, directors, judges), their deputies and members of management bodies or holders of equivalent functions in international organisations.*

*Immediate family members are: spouse or common-law partner, formal or non-formal civil union partner, parents and children and their spouses or common-law partners.*

*Close associates are all natural persons who are known to be joint owners or to have any other close business relations with a politically exposed person. A close associate is also a natural person who is the sole beneficial owner of a business entity or similar legal entity under foreign law, which is known to have been established for the actual benefit of a politically exposed person.*

### 3. Information about the members of the Supervisory Board of the business entity

Name and surname:	
Personal identification number	
Permanent residence:	
Is the member of the Supervisory Board a politically exposed person?* <input type="checkbox"/> YES <input type="checkbox"/> NO	

Name and surname:	
Personal identification number	
Permanent residence:	
Is the member of the Supervisory Board a politically exposed person?* <input type="checkbox"/> YES <input type="checkbox"/> NO	

Name and surname:	
Personal identification number	
Permanent residence:	
Is the member of the Supervisory Board a politically exposed person?* <input type="checkbox"/> YES <input type="checkbox"/> NO	

Name and surname:	
Personal identification number	
Permanent residence:	
Is the member of the Supervisory Board a politically exposed person?* <input type="checkbox"/> YES <input type="checkbox"/> NO	

### 4. Information on the ownership structure of the business entity:

**a) Natural persons (specify all persons with an ownership interest of 5% or more)**

	Name and surname	Personal identification number	Permanent residence:	Ownership interest (in %)
1				
2				
3				
4				
5				

**b) Legal entities (specify all persons with an ownership interest of 5% or more)**

	Company name	Registration number	Registered office	Ownership interest (in %)
1				
2				
3				
4				
5				

**5. Beneficial owner data - Ultimate beneficial owner of the business entity**

Any natural person who is the ultimate owner of the party or controls it or otherwise controls it, or the natural person on whose behalf the transaction is being carried out (see also the Prevention of money Laundering and terrorist financing Act (ZPPDFT-2) (Official Gazette RS, Nos. 42/22, 145/22 and 17/25) Articles 40, 48 to 44) is considered the beneficial owner of the economic entity. The beneficial owner of an economic operator shall be deemed to be:

- A. the natural person(s) who ultimately owns or controls a legal entity through direct ownership of a sufficient percentage of the shares or voting rights or ownership interest in that entity, including through bearer shareholdings, or through control via other means by virtue of which they participate in the management of the economic entity. An ownership interest, voting or other rights on the basis of which the participation in the management of the legal entity is given, of more than 25 % in the customer held by a natural person, or a shareholding of 25 % plus one share, shall be an indication of direct ownership.
- B. the natural person(s) who ultimately owns or controls a legal entity through indirect ownership of a sufficient percentage of the shares or voting rights or ownership interest in that entity, including through bearer shareholdings, or through control via other means by virtue of which they participate in the management of the economic entity. An ownership interest, voting or other rights on the basis of which the participation in the management of the legal entity is given, of more than 25 % in the customer held by a natural person, or a shareholding of 25 % plus one share, shall be an indication of indirect ownership.
- C. A natural person (persons) who has a controlling position in the management of the assets of the economic operator or has the ability to control, direct or otherwise significantly influence the managerial decisions of the economic operator on the basis of the provision of funds ( e.g., based on authorization, a contractual relationship with the tenderer, etc.).
- D. In the event that no natural person is identified as the beneficial owner under points A, B or C, , one or more persons occupying the position of the management of that economic entity ((persons authorised to represent the tenderer or economic entity – see point 2) shall be considered the beneficial owner of the economic operator– see point 2).

**At least one natural person has been identified as the beneficial owner under points a, B or C (indicate accordingly):**

☐ YES ☐ NO

**If at least one natural person has been identified as beneficial owner under points A, B or C, all beneficial owners under points A, B or C. shall be listed below**

## Natural persons

### Beneficial owner 1

Name and surname:	Personal identification number
Permanent residence:	
Type of beneficial ownership (select as appropriate): <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	Ownership share (enter the percentage of direct or indirect ownership in the type of beneficial ownership A or B): _____%
Is the beneficial owner a politically exposed person?*: <input type="checkbox"/> YES <input type="checkbox"/> NO	

### Beneficial owner 2

Name and surname:	Personal identification number
Permanent residence:	
Type of beneficial ownership (select as appropriate): <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	Ownership share (enter the percentage of direct or indirect ownership in the type of beneficial ownership A or B): _____%
Is the beneficial owner a politically exposed person?*: <input type="checkbox"/> YES <input type="checkbox"/> NO	

### Beneficial owner 3

Name and surname:	Personal identification number
Permanent residence:	
Type of beneficial ownership (select as appropriate): <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	Ownership share (enter the percentage of direct or indirect ownership in the type of beneficial ownership A or B): _____%
Is the beneficial owner a politically exposed person?*: <input type="checkbox"/> YES <input type="checkbox"/> NO	

## 6. Related companies of the economic operator

*Related companies under the Companies Act are legally distinct companies which are related to each other in the following ways:*

- one company has a majority shareholding in the other (a majority-owned company and a company with a majority shareholding);
- one company is dependent on the other (subsidiary and parent company);
- they are group companies;
- the two companies have a mutual participation in each other; or
- they are linked by enterprise agreements.

	Company name	Registration number	Registered office
1			
2			
3			
4			
5			

## 7. Information on the processing of personal data

Luka Koper d.d. undertakes to process the collected data exclusively for the purpose of carrying out due diligence on business partners in procurement procedures in accordance with the internal acts of Luka Koper d.d. and the Integrity and Prevention of Corruption Act (ZIntPK) and in the process of awarding and implementing a public procurement contract, in compliance with all relevant regulations in the area of personal data protection and the obligations of Luka Koper d.d. arising from these regulations.

The personal data collected will not be disclosed to unauthorised third parties and will be stored in the prescribed places, using appropriate technical, organisational and personnel safeguards, for as long as is necessary to fulfil the purpose for which it was collected and to comply with the prescribed archiving periods, after which it will be permanently destroyed. Luka Koper, d.d. will provide the persons whose personal data are processed with the possibility to exercise their rights relating to the protection of personal data (right to information, right of access to personal data, right to the completion, rectification or erasure of personal data, right to restriction of processing, right to data portability and right to object) in writing to Luka Koper, d.d., Vojkovo nabrežje 38, 6501 Koper, with the reference 'Protection of personal data' or by e-mail to [varstvo.podatkov@luka-kp.si](mailto:varstvo.podatkov@luka-kp.si).

## 8. Statement on accuracy of the information

By signing this declaration, the business entity guarantees, under criminal and material liability, the authenticity, accuracy and truthfulness of the information and confirms to be aware that the contract that Luka Koper d.d. may conclude with the tenderer may be invalid if all or any of the statements made in this document are unreliable, inaccurate, untrue and unfounded. Luka Koper d.d. reserves the right to verify the accuracy of all data provided in this statement. **During the course of business cooperation, the tenderer must immediately inform Luka Koper d.d. of any change in the information that is the subject of this document.**

**Authorized representative of the tenderer or economic operator:**

<b>Name and surname:</b>	
<b>Position/acting in the role:</b>	
<b>Signature:</b>	
<b>Date:</b>	

**OBR-7****DECLARATION BY THE TENDERER ON COMPLIANCE WITH THE CODE OF CONDUCT  
FOR BUSINESS PARTNERS OF THE LUKA KOPER GROUP**

We hereby confirm that we are familiar with the provisions of the Code of Conduct for business partners of the Luka Koper Group, which is published on the link <https://www.luka-kp.si/en/company/corporate-documents/>, and declare that we have common values, that we respect and comply with the Code of Conduct and we assure that the values and the principles stated therein will be respected also by our suppliers and subcontractors.

Compliance with the Code of Conduct for business partners of the Luka Koper Group is ensured by implementing the following corporate integrity risk management measures:

1. Does the company have a formally adopted policy for the prevention of corruption with an explicit statement of zero tolerance to corrupt practices?  
☐ YES   ☐ NO
2. Has the company established a corruption risk management system that includes clearly and meaningfully defined safeguards to prevent corruption in all activities controlled by the company?
  - a. Is the company conducting a regular corruption risk assessment?  
☐ YES   ☐ NO
  - b. Does the company carry out due diligence procedures on business partners?  
☐ YES   ☐ NO
  - c. Does the company have policies and working instructions for implementing internal controls and safeguards in business processes that are assessed with more than a low inherent risk of corruption, including procurement, sales and areas of special interest such as sponsorships, donations, gifts and banquets?  
☐ YES   ☐ NO
  - d. Do employees receive adequate training on the system for corruption risk management, the expectations of the company regarding the due diligence of all employees and the sanctioning procedures in case of violations?  
☐ YES   ☐ NO
  - e. Are there confidential whistleblowing channels that allow employees to report irregularities?  
☐ YES   ☐ NO
  - f. Other measures to ensure corporate integrity (please provide a brief description of other measures):  
  
\_\_\_\_\_  
  
\_\_\_\_\_

By signing this declaration, the tenderer guarantees, under criminal and material liability, the authenticity, accuracy and truthfulness of the information and confirms to be aware that the contract that Luka Koper d.d. may conclude with the tenderer may be invalid if all or any of the statements made in this document are unreliable, inaccurate, untrue and unfounded. Luka Koper d.d. reserves the right to verify the accuracy of all data provided in this statement. During the course of business cooperation, the tenderer must immediately inform Luka Koper d.d. of any change in the information that is the subject of this document.

Place:	Date:
Company name and stamp:	Name, surname and signature of the authorised person:

**OBR-8**
**SUBCONTRACTOR'S REQUEST FOR DIRECT PAYMENT**
**SUBCONTRACTOR:**

Full company name of the subcontractor	
Subcontractor's address	
Authorized person	
Registration number	
VAT identification number	

On the basis of the fourth indent of the second paragraph of Article 94 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15 with amendments), we require that the contracting authority Luka Koper, d.d., for the public contract, JN 49/2025 instead of the tenderer \_\_\_\_\_ /enter the name of the provider/ settle our claims against the tenderer directly to us

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

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

Stamp

Subcontractor (Signatory)

 \_\_\_\_\_  
 (Name, surname and signature  
 of the authorised person)

*Note: The form must be submitted only by tenderers who will perform the contract in question with subcontractors for those subcontractors who require direct payment. The form must be completed, signed and stamped by the subcontractor. The form is of informative nature and serves as an aid to the tenderers in preparation, the tenderers may use another form, provided that the latter shows all the data provided in this form.*