

Številka javnega naročila: JN 40/2026
Datum: 7. 7. 2026

DOKUMENTACIJA V ZVEZI Z ODDAJO JAVNEGA NAROČILA

Predmet javnega naročila: **NABAVA 11 A-RTG DVIGAL**

Številka javnega naročila: **JN 40/2026**

Vrsta postopka za oddajo
javnega naročila: **Odprti postopek**

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I. NAVODILA PONUDNIKOM ZA PRIPRAVO PONUDBE

1. OSNOVNI PODATKI O NAROČILU

1.1. PODATKI O NAROČNIKU IN POSTOPKU

Naročnik:	Luka Koper, d.d. Vojkovo nabrežje 38 6501 Koper
Oznaka javnega naročila:	JN 40/2026
Predmet javnega naročila:	Nabava 11 A-RTG dvigal
Postopek:	Odprti postopek
Podlaga (člen) po Zakonu o javnem naročanju: (Ur. l. RS, št. 91/15, in nasl.; v nadaljevanju ZJN-3)	40. člen

1.2. PREDMET JAVNEGA NAROČILA

Vrsta predmeta:	Blago
Predmet naročila:	Predmet naročila je nabava enajstih (11) enot A-RTG dvigal za potrebe Luke Koper, d.d. Podrobnejši opis in obseg predmeta naročila je razviden iz nadaljevanja te dokumentacije v zvezi z oddajo javnega naročila.
Roki dobave:	Rok izvedbe predmeta naročila je naveden v Vzorcju pogodbe (OBR-7) .

Za predmetni postopek oddaje javnega naročila se uporablja Uredba (EU) 2022/1031 Evropskega parlamenta in Sveta z dne 23. junija 2022 o dostopu gospodarskih subjektov, blaga in storitev iz tretjih držav do trgov javnih naročil in koncesij Unije ter postopkih za podporo pogajanjem o dostopu gospodarskih subjektov, blaga in storitev iz Unije do trgov javnih naročil in koncesij tretjih držav (instrument za mednarodno javno naročanje, IPI).

1.3. DOKUMENTACIJA V ZVEZI Z ODDAJO JAVNEGA NAROČILA

Vsa dokumentacija v zvezi z oddajo javnega naročila je objavljena na portalu javnih naročil <https://www.enarocanje.si/>. Dokumentacija je na voljo brezplačno.

Dokumentacijo v zvezi z oddajo javnega naročila sestavljajo ta dokument s prilogami:

- priloga 1: Tehnične zahteve_Technical requirements JN 40_2026 in
- priloga 2: Samoocenitveni vprašalnik za preverjanje ustreznosti stanja zunanjega izvajalca na področju sistema upravljanja informacijske varnosti (datoteka: »JN – Napredni vprašalnik SUVI«) in
- priloga 3: Self – Assessment Questionnaire for Evaluating the Compliance of an External Provider in the Field of Information Security Management System (ISMS) (datoteka: »JN – Napredni vprašalnik SUVI - ang«).

Sestavni del dokumentacije v zvezi z oddajo javnega naročila so tudi vse objave, morebitne spremembe, dopolnitve, popravki dokumentacije, odgovori na vprašanja ter dodatna pojasnila, objavljena na portalu javnih naročil.

Kontaktne podatke za dodatna pojasnila	Ponudniki lahko zastavljajo vprašanja preko portala javnih naročil www.enarocanje.si pri objavi predmetnega javnega naročila.
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	<p>V zavihku »Vprašanja, odgovori in pojasnila« je omogočeno zastavljanje vprašanj s klikom na gumb »Pošlji vprašanje naročniku«. V tem zavihku so po objavi s strani naročnika objavljeni tudi vsi odgovori in morebitna dodatna pojasnila.</p> <p style="text-align: center;">Pošlji vprašanja naročniku</p> <p>Naročnik ne bo odgovarjal na vprašanja, ki ne bodo zastavljena na zgornji način.</p>	
Rok za postavitev vprašanj	<p>Rok za postavitev vprašanj je naveden v obvestilu naročila in njegovih morebitnih popravkih objavljenih na portalu javnih naročil www.enarocanje.si. Naročnik bo na vprašanja odgovoril najkasneje šest dni pred iztekom roka za prejem ponudb in sicer preko portala javnih naročil www.enarocanje.si pri objavi predmetnega javnega naročila.</p>	
Ogled je možen in priporočljiv, ni pa obvezen!	Kontaktni podatki za predhodno najavo	Lokacija ogleda
	ogledi.jn@luka-kp.si	Območje Luke Koper
	<p>Ogled lokacije, delovnih pogojev in obstoječe opreme je možen v terminu do roka za postavljanje vprašanj po predhodni najavi vsaj en delovni dan pred željenim terminom ogleda.</p>	

1.4. PREDLOŽITEV PONUDB IN JAVNO ODPIRANJE

Predložitev ponudb	
Rok za prejem ponudb	Rok za prejem ponudb je naveden v obvestilu naročila in njegovih morebitnih popravkih, objavljenih na portalu javnih naročil www.enarocanje.si .
Vložišče	Informacijski sistem e-JN na spletnem naslovu https://ejn.gov.si , pri objavi tega javnega naročila (<i>povezava za elektronsko predložitev ponudb je navedena na portalu javnih naročil pri objavi tega javnega naročila, točka »B.5 Elektronska predložitev«</i>).
Spremembe in umik ponudb	Ponudnik lahko do roka za prejem ponudb svojo ponudbo umakne ali spremeni v skladu z navodili za uporabo e-JN (https://ejn.gov.si/aktualno/vec-informacij-ponudniki.html).
Javno odpiranje ponudb	
Čas	Po izteku roka za prejem ponudb oz. kot navedeno v obvestilu o naročilu in njegovih morebitnih popravkih objavljenih na portalu javnih naročil.
Lokacija	Informacijski sistem e-JN na spletnem naslovu https://ejn.gov.si , pri objavi tega javnega naročila.

2. NAVODILA PONUDNIKOM

V navodilih ponudnikom so opredeljena pravila poslovanja naročnika in ponudnikov v postopku oddaje javnega naročila po odprtem postopku ter napotki glede priprave in predložitve ponudbe.

2.1. Financiranje naročila

Javno naročilo je financirano s sredstvi Luke Koper, d.d.

2.2. Spremembe in pojasnila dokumentacije v zvezi z oddajo javnega naročila

Naročnik si pridržuje pravico, da dokumentacijo v zvezi z oddajo javnega naročila do izteka roka za prejem ponudb delno spremeni ali dopolni. V tem primeru bo naročnik po potrebi podaljšal rok za prejem ponudb. Spremembe in dopolnitve so sestavni del dokumentacije v zvezi z oddajo javnega naročila.

Morebitne spremembe in pojasnila dokumentacije v zvezi z oddajo javnega naročila bodo objavljena na portalu javnih naročil <https://www.enarocanje.si/>. Pojasnila in spremembe so sestavni del dokumentacije v zvezi z oddajo javnega naročila in jih je treba upoštevati pri pripravi ponudbe.

2.3. Zaupnost podatkov

Naročnik bo v skladu s 35. členom ZJN-3 zagotovil varovanje podatkov, ki se glede na določbe zakona, ki ureja varstvo osebnih podatkov, tajne podatke ali gospodarske družbe, štejejo za osebne ali tajne podatke ali poslovno skrivnost.

Če ponudba vsebuje podatke, ki za ponudnika pomenijo poslovno skrivnost, mora ponudnik v ponudbi to označiti oz. priložiti, skladno z Zakonom o poslovni skrivnosti, ustrezen sklep o določitvi podatkov, ki pomenijo poslovno skrivnost, iz katerega bo jasno izhajalo, kateri podatki in kje v posameznih segmentih ponudbe pomenijo poslovno skrivnost, vse upošteva določbe 35. člena ZJN-3 in druge določbe področne zakonodaje (Zakon o poslovni skrivnosti ipd.).

Če ponudbo odda skupina ponudnikov, velja zahteva po predložitvi sklepa iz prejšnjega odstavka za vsakega posameznega soponudnika, v kolikor poslovno skrivnost predstavljajo podatki v ponudbi, ki se nanašajo na soponudnika.

Za osebni podatek, tajni podatek ali poslovno skrivnost se ne morejo določiti podatki specifikacije ponujenega blaga in količina iz specifikacije, cena na enoto, vrednost posamezne postavke in skupna vrednost iz ponudbe ter vsi podatki, ki vplivajo na razvrstitev ponudbe v okviru drugih meril.

Naročnik si pridržuje pravico, da bo v primeru vložene zahteve za vpogled v ponudbo obvestil ponudnika in ga pozval, da sodeluje pri vpogledu drugih ponudnikov v svojo ponudbo, zaradi varovanja svojih interesov.

2.4. Oblike sodelovanja gospodarskih subjektov pri oddaji ponudbe

Kot ponudnik lahko v tem postopku javnega naročanja konkurira vsaka pravna ali fizična oseba, ki je registrirana za dejavnost, ki je predmet tega naročila in ima za opravljanje te dejavnosti vsa predpisana dovoljenja za izvedbo tega javnega naročila.

Naročnik si pridružuje pravico, da zahteva dodatna (stvarna) dokazila o izpolnjevanju vseh zahtevanih pogojev.

Samostojna ponudba	Samostojna je tista ponudba, v kateri nastopa samo en gospodarski subjekt (samostojni ponudnik), ki sam izpolnjuje vse razpisane pogoje in zahteve ter sam s svojimi znanji in zagotovljenimi zmogljivostmi v celoti prevzema izvedbo naročila.
Ponudba s podizvajalci	Ponudnik lahko določen del javnega naročila odda v izvedbo podizvajalcu.

	<p>V primeru izvedbe javnega naročila s podizvajalci, je potrebno v ponudbi (OBR-2) navesti VSE podizvajalce, njihove kontaktne podatke in zakonite zastopnike in vsak del naročila, ki ga bo izvedel posamezni podizvajalec (opis del in količina oz. kar je predvideno v obrazcu).</p> <p>Če bo ponudnik izvajal javno naročilo s podizvajalci, mora v ponudbi poleg zahtevanega OBR-2, predložiti</p> <ul style="list-style-type: none"> - izpolnjene ESPD teh podizvajalcev v skladu z 79. členom ZJN-3 ter - priložiti zahtevo podizvajalca za neposredno plačilo, če podizvajalec to zahteva. <p>V primeru javnih naročil, pri izvedbi katerih so vključeni podizvajalci, in v kolikor podizvajalci v skladu in na način, določen v drugem in tretjem odstavku 94. člena ZJN-3 zahtevajo neposredna plačila, mora izvajalec v pogodbi o izvedbi javnega naročila pooblastiti naročnika, da na podlagi potrjenega računa oziroma situacije neposredno plačuje podizvajalcem, podizvajalec pa mora predložiti soglasje, na podlagi katerega naročnik namesto glavnega izvajalca poravnava podizvajalčevo terjatev do glavnega podizvajalca (asignacija). Soglasja podizvajalcev za neposredna plačila so priloga pogodbe. Roki plačil glavnemu izvajalcu in njegovim podizvajalcem so enaki.</p> <p><u>Izbrani ponudnik</u>, ki v izvedbo javnega naročila vključi enega ali več podizvajalcev, mora imeti ob sklenitvi pogodbe z naročnikom ali v času njenega izvajanja, sklenjene veljavne pogodbe s podizvajalci.</p> <p>Ponudnik v razmerju do naročnika v celoti odgovarja za izvedbo prejetega naročila, ne glede na število podizvajalcev, ki jih navede v svoji ponudbi.</p>
Skupno nastopanje	<p>Pri javnem naročilu je dovoljena skupna ponudba več pogodbenih partnerjev.</p> <p>V primeru, da skupina ponudnikov predloži skupno ponudbo, je potrebno v ponudbi (OBR-2) navesti VSE, ki bodo sodelovali v tej skupni ponudbi in njihove kontaktne podatke in zakonite zastopnike in vsak del naročila, ki ga bo izvedel posamezni gospodarski subjekt (opis del in količina oz. kar je predvideno v obrazcu).</p> <p>Pogodbo o izvedbi predmeta javnega naročila (partnersko pogodbo) predloži ponudnik, kateremu se odda javno naročilo. V pogodbi se opredeli vodilnega partnerja, ki bo od naročnika sprejemal obveznosti, navodila in lahko tudi plačila v imenu in za račun vseh sodelujočih, ter delež in vrsto storitev, ki jih opravlja posamezen partner. Pogodba mora jasno določati, da proti naročniku za celotno obveznost in za vsak njen del odgovarjajo vsi partnerji solidarno.</p>
Tuji ponudniki	<p>Ponudniki s sedežem izven Republike Slovenije morajo izpolnjevati enake pogoje kot ponudniki s sedežem v Republiki Sloveniji.</p> <p>Ponudniki, ki nimajo sedeža v Republiki Sloveniji, bodo morali predložiti dokazila o izpolnjevanju pogojev, če so v tej dokumentaciji zahtevana, prevedena v slovenski jezik (npr. izpis iz ustreznega registra, kakršen je sodni register, če tega registra ni, pa enakovreden dokument, ki ga izda pristojni sodni ali upravni organ v drugi državi članici ali matični državi ali državi, v kateri ima sedež gospodarski subjekt).</p> <p>Če država dokumentov in potrdil iz prejšnjega odstavka ne izdaja ali če ti ne zajemajo vseh primerov iz prvega in drugega odstavka ter b) točke četrtega in b) točke šestega odstavka 75. člena ZJN-3, lahko ponudnik namesto zgoraj navedenega, pod kazensko in materialno odgovornostjo, predloži zapriseženo izjavo, da pri njem niso podani razlogi za izključitev oz. da izpolnjuje vse pogoje</p>

<p>za priznanje sposobnosti. Ta izjava mora biti podana pred pravosodnim ali upravnim organom, notarjem ali pristojnim organom poklicnih ali gospodarskih subjektov v državi, v kateri ima gospodarski subjekt svoj sedež in prevedena v slovenski jezik.</p> <p>Ponudnik se zavezuje, da bo na poziv naročnika, prevode overil po sodno zapriseženem prevajalcu, kar bo moralo biti na prevodu listine jasno in nedvoumno zapisano in potrjeno.</p> <p>Naročnik si pridružuje pravico, da zahteva dodatna (stvarna) dokazila o izpolnjevanju vseh zahtevanih pogojev.</p> <p>Naročnik v tem postopku oddaje javnega naročila ne dopušča sodelovanja gospodarskim subjektom s sedežem v tretji državi. Kot gospodarski subjekti iz tretjih držav se štejejo gospodarski subjekti s sedežem v državah, ki nimajo sklenjenega Sporazuma o vladnih nabavah, sklenjenega v okviru Svetovne trgovinske organizacije, ali drugega obvezujočega sporazuma z Evropsko unijo ali Republiko Slovenijo, na podlagi katerega je gospodarskemu subjektu v zvezi s predmetom javnega naročila zagotovljena enakopravna obravnava, kot je zagotovljena gospodarskim subjektom iz držav članic Evropske unije. Če gospodarski subjekt zatrjuje, da je do sodelovanja upravičen na podlagi Sporazuma o vladnih nabavah (GPA) ali drugega zavezujočega sporazuma Evropske unije ali Republike Slovenije, mora to v ponudbi izkazati z ustrezno navedbo države sedeža, pravne podlage in tudi s pojasnilom, da so konkretne dobave, storitve ali gradnje zajete v takem sporazumu. Dokazno breme je na strani ponudnika.</p>

2.5. Zavarovanja

2.5.1. Instrument finančnega zavarovanja za avansno plačilo

V primeru, da izbrani ponudnik zahteva avansno plačilo, je za avansna plačila zahtevana predložitev instrumentov finančnega zavarovanja za avansna plačila v skladu z vzorcem pogodbe (OBR-7) iz te dokumentacije.

Naročnik zahteva, da izbrani ponudnik, pred izdajo finančnega zavarovanja za avansno plačilo, uskladi vsebinsko ustreznost le-tega z naročnikom oz. predstavnikom naročnika, navedenim v pogodbi.

2.5.2. Instrument finančnega zavarovanja za dobro izvedbo pogodbenih obveznosti

V roku osem (8) delovnih dni z obeh strani podpisane pogodbe je potrebno predložiti instrument finančnega zavarovanja za dobro izvedbo pogodbenih obveznosti kot je opredeljeno v vzorcu pogodbe (OBR-7) iz te dokumentacije.

Naročnik zahteva, da izbrani ponudnik, pred izdajo finančnega zavarovanja za dobro izvedbo pogodbenih obveznosti, uskladi vsebinsko ustreznost le tega z naročnikom oz. predstavnikom naročnika, navedenim v pogodbi.

2.5.3. Instrument finančnega zavarovanja za odpravo napak v jamčevalnem in/ali garancijskem roku

Ob prevzemu predmeta naročila (kot eden izmed pogojev za uspešen prevzem) je potrebno predložiti instrument finančnega zavarovanja za odpravo napak v jamčevalnem in/ali garancijskem roku kot je opredeljeno v vzorcu pogodbe (OBR-7) iz te dokumentacije.

Naročnik zahteva, da izbrani ponudnik, pred izdajo finančnega zavarovanja za odpravo napak v jamčevalnem in/ali garancijskem roku, uskladi vsebinsko ustreznost le tega z naročnikom oz. predstavnikom naročnika, navedenim v pogodbi.

2.6. Ponudbena cena in ponudbeni predračun

Upošteva se, da je ponudnik pred pošiljanjem svoje ponudbe natančno pregledal dokumentacijo v zvezi z oddajo javnega naročila in se je predhodno seznanil z vsemi relevantnimi podatki, da je spoznal vse bistvene elemente, ki lahko vplivajo na delovanje in uporabo predmeta naročila, da se je seznanil z vsemi predpisi in zakoni, vezanimi na predmet naročila, vključno s predpisi glede plačila taks, davkov in drugih dajatev v Republiki Sloveniji, da je v celoti preučil vso priloženo dokumentacijo, da je prišel do vseh potrebnih podatkov ter da je na podlagi vsega tega tudi oddal svojo ponudbo. Naročnik ponudniku ne bo priznal stroškov, vezanih na potrebne premike delovnih strojev ali sprememb ureditve delovišča, potrebnih zaradi izvajanja dejavnosti naročnika.

Ponudnik vnese cene na enoto za vse postavke, podane v obrazcu Ponudbeni predračun (OBR-1a) (tj. izpolni vsa polja, ki so predvidena). V primeru, da posamezna cena na enoto ne bo podana oziroma posamezno polje, ki je predvideno za izpolnitev, ne bo izpolnjeno, ali, če bo ponudnik polje, ki bi moralo biti izpolnjeno, izpolnil z »-, /, vključeno, že zajeto« ipd., bo takšna ponudba izločena **(v primeru, da bo polje izpolnjeno z »0«, se šteje, da ponudnik ponuja postavko brezplačno).**

Naročnik si pridržuje pravico od posameznega ponudnika naknadno zahtevati kalkulativne osnove, normative in analizo cen postavk, ponudnik pa se obvezuje na zahtevo naročnika le-te predložiti.

Cene v ponudbi morajo biti izražene v EUR brez DDV in morajo vključevati vse stroške, ki so potrebni za izvedbo naročila (davki, morebitne carine, transportni in zavarovalni stroški, skladiščenje, prevozi oseb in materiala, dnevnice, kilometrina, testiranja na sedežu ponudnika, naročnika ali pri zunanjih izvajalcih, morebitna dovoljenja, takse, prevajanje, svetovanja, materiali, predelave in podobno).

Naročnik naknadno ne bo priznaval nobenih stroškov, ki niso zajeti v skupni ponudbeni ceni. Cene iz ponudbenega predračuna in ponudbe so fiksne in nespremenljive do zaključka izvedbe predmeta naročila.

V ponudbi mora biti predložen tudi obrazec »Ponudbeni predračun« (OBR-1a). Ponudnik zmnoži ceno na enoto s količino posamezne postavke in vpiše vrednost postavke. Nadalje ponudnik sešteje skupaj vrednosti posameznih postavk in vpiše skupno vrednost v polje »Skupna ponudbena cena brez DDV«.

2.7. Specifikacija naročila in tehnične zahteve

V ponudbi mora biti predložena tudi izpolnjena in podpisana priloga »Priloga 1: Tehnične zahteve_Technical requirements JN 40_2026«.

Pri izpolnjevanju priloge »Priloga 1: Tehnične zahteve_Technical requirements JN 40_2026«, ki je priložena v ločeni datoteki v xls obliki, ponudnik upošteva naslednja navodila:

- ponudnik izpolni zelena polja v stolpcu »Confirmation of requirement [YES / NO]« (slov. prevod: Potrditev zahteve da/ne), na način, da v zeleno označeno polje vpiše »YES« ali »DA«, v kolikor ponudnik izpolnjuje zahteve navedene v stolpcih »Description« (slov. prevod: Opis), ali vpiše »NO« ali »NE«, v kolikor ponudnik zahteve ne izpolnjuje. V primeru, da ponudnik v zeleno polje v stolpcu »Confirmation of requirement [YES / NO]« (slov. prevod: Potrditev zahteve da/ne) vpiše »NO« ali »NE« oz. ne vpiše »YES« ali »DA« ali to ni nedvoumno oz. jasno razvidno iz drugih delov ponudbene dokumentacije, se šteje, da ne izpolnjuje zahteve naročnika, zato takšna ponudba ne bo ocenjena kot dopustna in bo izločena.

- V primeru, da ponudnik ponuja enakovredno opremo/rešitev, v zeleno polje vpiše »YES« ali »DA«. Tak ponudnik lahko (ni pa obvezno) pred oddajo ponudbe pridobi mnenje naročnika, ali bi takšno ponujeno rešitev/opremo upošteval kot enakovredno, preko portala javnih naročil (www.enarocanje.si) s postavitvijo vprašanja (*postavitev vprašanja kot določeno v točki 1.3. te dokumentacije*).
- **V primeru, da ponudnik ponudi enakovredno rešitev/opremo, bo v primeru, da bo izbran, po podpisu pogodbe dolžan predložiti tehnične listine (npr. izjava o skladnosti, tehnični list, katalog tehničnih karakteristik oziroma morebitni drugi dokumenti, itd.), iz katerih je možno razbrati ustreznost/enakovrednost ponujene opreme/rešitve.**
- Modra polja: OBVEZNO VNESTI OPIS ALI VREDNOST - Ponudnik izpolni modro obarvana polja v stolpcu »Insert description/value« (slov. prevod: vnesi opis/vrednost) na način, da vpiše ponujeno vrednost ali opis. V primeru, da ponudnik v modro polje ne vpiše ponujene vrednosti ali opisa in ta ni nedvoumno oz. jasno razviden iz drugih delov ponudbene dokumentacije pomeni, da ne izpolnjuje zahteve naročnika, zato takšna ponudba ne bo ocenjena kot dopustna in bo izločena.

POMEMBNO: Naročnik opozarja, da mora ponudnik izpolniti **vsa za izpolnitev predvidena polja** v priloženi prilogi »Priloga 1: Tehnične zahteve Technical requirements JN 40 2026« (to so **vsa zelena polja in vsa modra polja**). V kolikor bo katerokoli za izpolnitev predvideno polje ostalo **prazno (neizpolnjeno)**, takšna ponudba ne bo ocenjena kot dopustna in bo izločena, razen če bo manjkajoč podatek oz. vrednost nedvoumno oz. jasno razvidna iz drugih delov ponudbene dokumentacije.

2.8. Preučitev in seznanitev s tehničnimi zahtevami

Ponudnik s podpisom obrazca »Ponudba« (OBR-1) in »Izjava ponudnika o preučitvi in seznanitvi s tehničnimi zahtevami« (OBR-1b) izjavlja, da je podrobno preučil celotno vsebino v poglavju III. »SPECIFIKACIJA NAROČILA« in da je seznanjen z vsemi tehničnimi zahtevami in opisi ter da se z njimi v celoti strinja. V primeru morebitnih pomanjkljivosti v tehničnih zahtevah in opisu naročila mora ponudnik naročnika na to opozoriti ali postaviti vprašanje preko portala javnih naročil www.enarocanje.si.

2.9. Cenik rezervnih delov in vzdrževanja

Ponudnik v obrazec »Cenik rezervnih delov in vzdrževanja« (OBR-1c), ki je del dokumentacije v zvezi z oddajo javnega naročila, izpolni vsa za izpolnitev predvidena polja z informativnimi vrednostmi. Obrazec je informativne narave; v primeru, da ponudnik izpolnjenega obrazca OBR-1c ne bo predložil v ponudbi, ga bo naročnik naknadno pozval na dopolnitev v tem delu.

2.10. Predložitev ponudbe

Ponudniki morajo ponudbe predložiti v informacijski sistem e-JN (v nadaljevanju: sistem e-JN) na spletnem naslovu <https://ejn.gov.si>, v skladu s točko 3 dokumenta Navodila za uporabo sistema za uporabo funkcionalnosti elektronske oddaje ponudb e-JN: PONUDNIKI (v nadaljevanju: Navodila za uporabo e-JN), ki je del te dokumentacije v zvezi z oddajo javnega naročila in objavljen na spletnem naslovu <https://ejn.gov.si/aktualno/vec-informacij-ponudniki.html>.

Za tuje ponudnike so informacije dostopne v angleškem jeziku preko povezave <https://ejn.gov.si/en/ponudnik.html>.

Ponudnik se mora pred oddajo ponudbe registrirati na spletnem naslovu <https://ejn.gov.si>, v skladu z Navodili za uporabo e-JN. Če je ponudnik že registriran v sistem e-JN, se v aplikacijo prijavi na istem naslovu.

Ponudnik v sistemu e-JN v razdelek »Predračun« naloži obrazec OBR-1 PONUDBA brez prilog in v razdelek »Ostale Priloge« vse ostale zahtevane dokumente vključno s prilogami.

Ponudnik v sistem e-JN v razdelek »Skupna ponudbena vrednost« v zato namenjen prostor vpiše skupno ponudbeno ceno iz obrazca »Ponudba (OBR-1)« brez davka v EUR in znesek davka v EUR. Ponudbena cena skupaj z davkom v EUR se izračuna samodejno.

V del »Predračun« naloži izpolnjen obrazec »Ponudba (OBR-1)« v pdf, obrazec »Ponudbeni predračun(OBR-1a)« pa naloži v razdelek »Dokumenti«, del »Ostale priloge«. »Skupna ponudbena vrednost«, ki bo vpisana v istoimenski razdelek in dokument, ki bo naložen v del »Predračun«, bosta razvidna in dostopna na javnem odpiranju ponudb.

V primeru razhajanj med podatki, navedenimi v razdelku »Skupna ponudbena vrednost«, podatki v obrazcu »Ponudba (OBR-1)« - naloženim v razdelek »Skupna ponudbena cena«, del »Predračun«, in podatki v obrazcu »Ponudbeni predračun (OBR-1a) - naloženim v razdelek »Dokumenti«, del »Ostale priloge«, kot veljavni štejejo podatki navedeni v dokumentu »Ponudbeni predračun (OBR-1a)«, ki je predložen v razdelku »Dokumenti«, del »Ostale priloge«.

Uporabnik ponudnika, ki je v sistemu e-JN pooblaščen za oddajanje ponudb, ponudbo odda s klikom na gumb »Oddaj«. Sistem e-JN ob oddaji ponudb zabeleži identiteto uporabnika in čas oddaje ponudbe. Uporabnik z dejanjem oddaje ponudbe izkaže in izjavi voljo v imenu ponudnika oddati zavezujočo ponudbo (18. člen Obligacijskega zakonika¹). Z oddajo ponudbe je le-ta zavezujoča za čas, naveden v ponudbi, razen če jo uporabnik ponudnika umakne ali spremeni pred potekom roka za prejem ponudb. Ponudba se šteje za pravočasno oddano, če jo naročnik prejme preko sistema e-JN <https://ejn.gov.si> najkasneje do roka predvidenega za prejem ponudb. Za oddano ponudbo se šteje ponudba, ki je v sistemu e-JN označena s statusom »ODDANO«.

Ponudnik lahko do roka za prejem ponudb svojo ponudbo umakne ali spremeni. Če ponudnik v sistemu e-JN svojo ponudbo umakne, se šteje, da ponudba ni bila oddana in je naročnik v sistemu e-JN tudi ne bo videl. Če ponudnik svojo ponudbo v sistemu e-JN spremeni, je naročniku v tem sistemu odprta zadnja oddana ponudba.

Po preteku roka za prejem ponudb ponudbe ne bo več mogoče oddati.

Dostop do povezave za oddajo elektronske ponudbe v tem postopku javnega naročila je na naslednji povezavi <https://ejn.gov.si>, pri objavi tega javnega naročila.

2.11. Odpiranje ponudb

Odpiranje ponudb bo potekalo avtomatično v sistemu e-JN na spletnem naslovu <https://ejn.gov.si>. Odpiranje poteka tako, da sistem e-JN samodejno ob uri, ki je določena za javno odpiranje ponudb, prikaže podatke o ponudniku, o variantah, če so bile zahtevane oziroma dovoljene, skupni ponudbeni vrednosti ponudbe ter omogoči dostop do dokumenta, ki ga ponudnik naloži v sistem e-JN pod razdelek »Skupna ponudbena cena«, v del »Predračun«. Generira se Zapisnik o odpiranju ponudb z vsemi relevantnimi podatki glede ponudnikov in ponudb, ki je ponudnikom, ki so oddali ponudbe, dostopen v sistemu e-JN. S tem se šteje, da je bil ponudnikom vročen zapisnik o odpiranju ponudb.

S tem se šteje, da je bil ponudnikom vročen zapisnik o odpiranju ponudb.

¹ [Obligacijski zakonik](#) (Uradni list RS, št. 97/07 – uradno prečiščeno besedilo, 64/16 – odl. US in 20/18 – OROZ631)

Po odpiranju ponudb bo kontaktna oseba naročnika vsa obvestila in druge informacije o javnem naročilu praviloma pošiljala preko informacijskega sistema e-JN in odločitve ter objave preko portala javnih naročil (enarocanje.si).

2.12. Pregled in presoja ponudb

Pri pregledu ponudb se preveri in presoja le tiste listine in navedbe, ki so zahtevane v dokumentaciji v zvezi z oddajo javnega naročila.

Glede predloženih listin v ponudbi in navedb (izjav) se v okviru zakonskih določb od ponudnika lahko zahteva dopolnitve, popravke ali spremembe, pojasnila, dodatna (stvarna) dokazila in podajo soglasja k odpravi računskih napak. Če se ponudnik v roku, navedenem v pozivu naročnika, ne odzove ali ne poda zahtevanih dopolnitev, popravkov ali spremembe, pojasnila, dodatnega (stvarnega) dokazila ali ne poda soglasja k odpravi računskih napak, se ponudba izloči.

2.13. Načrt pogajanj

Pogajanj NE bo.

2.14. Odločitev o oddaji naročila

Naročnik najkasneje v 90 dneh od roka za prejem ponudb sprejme odločitev o oddaji naročila in jo objavi na portalu javnih naročil.

Po sprejemu odločitve o oddaji naročila lahko naročnik iz razlogov in na način, kot je določeno z zakonom odstopi od sklenitve pogodbe oziroma izvedbe javnega naročila.

2.15. Pravno varstvo

Ponudnikom je pravno varstvo zagotovljeno po Zakonu o pravnem varstvu v postopkih javnega naročanja.

2.16. Sklenitev pogodbe

Izbranega ponudnika bo naročnik pozval k podpisu pogodbe. Izbrani ponudnik mora po prejemu pogodbe v podpis, le-to podpisano vrniti naročniku najkasneje v petih (5) delovnih dneh od prejema, sicer se šteje, da od sklenitve pogodbe odstopa. V primeru, kadar zaradi opravičljivih okoliščin to ni mogoče, lahko naročnik na zaprosilo ponudnika privoli na daljši rok.

V roku osem (8) delovnih dni od sklenitve pogodbe, je izbrani ponudnik dolžan predložiti instrument finančnega zavarovanja za dobro izvedbo pogodbenih obveznosti. Če izbrani ponudnik podpisane pogodbe ne vrne v roku iz prvega odstavka ali če v roku iz drugega odstavka ne predloži instrumenta finančnega zavarovanja za dobro izvedbo pogodbenih obveznosti, naročnik do ponudnika nima nobenih obveznosti, ponudnik pa je naročniku dolžan povrniti škodo, ki mu zaradi tega nastane.

3. POGOJI IN MERILA ZA IZBOR PONUDB

3.1. Pogoji za priznanje sposobnosti

Obrazec ESPD predstavlja uradno izjavo gospodarskega subjekta, da zanj ne obstajajo razlogi za izključitev in da izpolnjuje pogoje za sodelovanje, hkrati pa zagotavlja ustrezne informacije, ki jih zahteva naročnik. Obrazec ESPD vključuje tudi uradno izjavo o tem, da bo gospodarski subjekt na zahtevo in brez odlašanja sposoben predložiti dokazila, ki dokazujejo neobstoj razlogov za izključitev oziroma izpolnjevanje pogojev za sodelovanje.

Navedbe v ESPD in/ali dokazila, ki ji predloži gospodarski subjekt, morajo biti veljavni.

Gospodarski subjekt naročnikov obrazec ESPD (datoteka XML) uvozi na spletni povezavi: <https://ejn.gov.si/esp> in v njega neposredno vnese zahtevane podatke.

Izpolnjen in podpisan ESPD mora biti v ponudbi priložen za vse gospodarske subjekte, ki v kakršni koli vlogi sodelujejo v ponudbi (ponudnik, sodelujoči ponudniki v primeru skupne ponudbe, gospodarski subjekti, na katerih kapacitete se sklicuje ponudnik in podizvajalci).

Ponudnik, ki v sistemu e-JN oddaja ponudbo, naloži svoj ESPD v razdelek »Dokumenti«, del »ESPD – ponudnik«, ESPD ostalih sodelujočih pa naloži v razdelek »Sodelujoči«, del »ESPD – ostali sodelujoči«. Ponudnik, ki v sistemu e-JN oddaja ponudbo, naloži elektronsko podpisan ESPD v xml. Obliki ali nepodpisan ESPD v xml. obliki, pri čemer se v slednjem primeru v skladu Splošnimi pogoji uporabe sistema e-JN šteje, da je oddan pravno zavezujoč dokument, ki ima enako veljavnost kot podpisan.

Za ostale sodelujoče ponudnik v razdelek »Sodelujoči«, del »ESPD – ostali sodelujoči« priloži podpisane ESPD v pdf. bliki, ali v elektronski obliki podpisan xml.

V primeru, da v ESPD zahteva po izpolnjevanju določenih pogojev ni označena, naročnik izrecno opozarja, da mora vsak gospodarski subjekt, ki nastopa v ponudbi, izkazati izpolnjevanje vseh zahtev in pogojev, ki so zanj (glede na obliko sodelovanja gospodarskega subjekta v ponudbi) kakorkoli določeni v dokumentaciji v zvezi z oddajo javnega naročila.

Pojasnila glede ESPD v angleškem jeziku so dostopna na: https://ec.europa.eu/growth/single-market/public-procurement/digital/esp_en.

Izpolnjevanje pogojev bo naročnik preveril pred izdajo odločitve na način, da bo ponudnike pozval k predložitvi ustreznih dokazil skladno s 77. in 78. členom ZJN-3. Ponudniki, ki nimajo sedeža v Republiki Sloveniji, bodo morali predložiti ustrezna dokazila, prevedena v slovenski jezik.

3.1.1. Razlogi za izključitev

Vsak gospodarski subjekt (ponudnik, partner, podizvajalec), ki nastopa v ponudbi mora izpolnjevati naslednje pogoje:

- Nad gospodarskim subjektom ni začel postopek zaradi insolventnosti ali prisilnega prenehanja po zakonu, ki ureja postopek zaradi insolventnosti in prisilnega prenehanja, postopek likvidacije po zakonu, ki ureja gospodarske družbe, njegova sredstva ali poslovanje ne upravlja upravitelj ali sodišče, njegove poslovne dejavnosti niso začasno ustavljene, v skladu s predpisi druge države se nad njim ni začel postopek in ni nastal položaj z enakimi pravnimi posledicami.
- Gospodarski subjekt na dan, ko poteče rok za oddajo ponudb, ni izločen iz postopkov oddaje javnih naročil zaradi uvrstitve v evidenco gospodarskih subjektov z izrečenimi

stranskimi sankcijami izločitve iz postopkov javnega naročanja iz 110. člena ZJN-3 (Razlog za izključitev iz alineje a) 4. odstavka 75. člena ZJN-3).

- Naročnik bo na podlagi triindvajsetega odstavka 1. člena Uredbe Sveta (EU) 2022/576 z dne 8. aprila 2022 o spremembi Uredbe (EU) št. 833/2014 o omejevalnih ukrepih zaradi delovanja Rusije, ki povzroča destabilizacijo razmer v Ukrajini, in Sklepa (SZVP) 2022/578 z dne 8. aprila 2022 o spremembi Sklepa 2014/512/SZVP o omejevalnih ukrepih zaradi delovanja Rusije, ki povzroča destabilizacijo razmer v Ukrajini, iz postopka javnega naročila izključil vsak gospodarski subjekt, ki nastopa v ponudbi, če se nanj ali na osebe, subjekte ali organe iz prvega odstavka člena 5.k Uredbe (EU) št. 833/2014 o omejevalnih ukrepih zaradi delovanja Rusije, ki povzroča destabilizacijo razmer v Ukrajini, nanaša prepoved iz prvega odstavka člena 5.k Uredbe (EU) št. 833/2014 o omejevalnih ukrepih zaradi delovanja Rusije, ki povzroča destabilizacijo razmer v Ukrajini.

Gospodarski subjekt potrdi izpolnjevanje zgornjih pogojev s predložitvijo izpolnjenega in podpisanega:

- obrazca ESPD in
- obrazca OBR-3 Izjava o izpolnjevanju pogojev za sodelovanje in neobstoju razlogov za izključitev oz. obrazca OBR-3a za podizvajalce.

3.1.2. Pogoji za sodelovanje

3.1.2.1. Ustreznost za opravljanje poklicne dejavnosti

Vpis v poslovni register: gospodarski subjekt je registriran za opravljanje dejavnosti, ki je predmet naročila in jo prevzema v ponudbi (vsak gospodarski subjekt (ponudnik, partner, podizvajalec) mora izpolnjevati pogoj za svoj del posla). Zahteva se vpis v enega od poklicnih ali poslovnih registrov, ki se vodijo v državi članici, v kateri ima gospodarski subjekt sedež. Seznam poklicnih ali poslovnih registrov v državah članicah Evropske unije določa Priloga XI Direktive 2014/24/EU.

3.1.2.2. Ekonomski in finančni položaj

- a) Gospodarski subjekt je v zadnjih treh poslovnih letih, za katera so že javno objavljeni bilančni podatki (če posluje manj kot 3 leta, pa v obdobju odkar posluje) imel povprečne letne čiste prihodke od prodaje vsaj v višini ponudbene vrednosti (brez DDV) (pri skupni ponudbi se povprečni čisti letni prihodki od prodaje partnerjev seštevajo). V primeru, da ponudnik nastopa s podizvajalci, mora imeti povprečne letne čiste prihodke od prodaje v zadnji treh poslovnih letih vsaj v višini ponudbene vrednosti (brez DDV) vseh del, ki jih prevzema, vključno z deli, ki jih namerava oddati v podizvajanje. Vsak podizvajalec pa mora imeti v zadnjih treh poslovnih letih, za katera so že javno objavljeni bilančni podatki (če posluje manj kot 3 leta, pa v obdobju odkar posluje) povprečne letne čiste prihodke od prodaje vsaj v višini ponudbene vrednosti (brez DDV) za del posla, ki ga prevzema. V kolikor gre za gospodarski subjekt, ki je pravna oseba javnega prava, se kot povprečne letne čiste prihodke od prodaje, ki se za tovrstne subjekte ne izračunavajo, upošteva povprečne prihodkov od prodaje proizvodov in storitev.
- b) Gospodarski subjekt (ponudnik, partner, podizvajalec) na dan oddaje ponudbe nima blokirane nobenega transakcijskega računa, v zadnjih 150 dneh pred rokom za prejem ponudb pa ni imel nobenega transakcijskega računa blokirane več kot 10 zaporednih dni.
- c) Gospodarski subjekt (ponudnik, partner) mora imeti na dan izdaje bonitetnega obrazca zadnjo aktualno bonitetno oceno AJ PES vsaj SB6 ali bonitetno oceno, ki sodi v zgornjih 60% najboljših ocen po lestvici, ki jo uporablja posamezna bonitetna agencija/družba pri določanju bonitetnih ocen, skladno s pravili te bonitetne agencije/družbe.

Gospodarski subjekt s sedežem v RS izpolnjevanje tega pogoja izkazuje z bonitetno oceno AJPES iz S.BON-1 obrazca, ki ni starejši od 30 dni od prvega roka za prejem ponudb, navedenega v Obvestilu o naročilu na portalu javnih naročil, pred morebitnimi podaljšanji roka za prejem ponudb, ali pa na način, kot je opisano v naslednjem odstavku.

Gospodarski subjekt s sedežem izven RS izpolnjevanje tega pogoja izkazuje z bonitetno oceno drugih bonitetnih agencij/družb, ki ni starejša od 30 dni od prvega roka za prejem ponudb, navedenega v Obvestilu o naročilu na portalu javnih naročil, pred morebitnimi podaljšanji roka za prejem ponudb, pri čemer bo naročnik ponudniku kot ustrezno oceno, ki sodi v zgornjih 60% najboljših ocen po lestvici, ki jo uporablja posamezna bonitetna agencija/družba pri določanju bonitetnih ocen, priznal naslednje bonitetne ocene naslednjih bonitetnih agencij/družb: Standard & Poor`s, Fitch Ratings ali Moody`s - najmanj bonitetno oceno BB+ bonitetne agencije/družbe Standard & Poor`s, najmanj bonitetno oceno BB+ bonitetne agencije/družbe Fitch Ratings in najmanj bonitetno oceno Ba1 bonitetne agencije/družbe Moody`s.

Gospodarski subjekt potrdi izpolnjevanje pogojev s predložitvijo izpolnjenega in podpisanega:

- obrazca ESPD in
- obrazca OBR-3 Izjava o izpolnjevanju pogojev za sodelovanje in neobstoju razlogov za izključitev oz. OBR-3a za podizvajalce in
- bonitetne ocene (S.BON-1/P oz. drugo primerljivo potrdilo o bonitetni oceni).

Naročnik si pridržuje pravico, da navedbe preveri ter zahteva dodatna dokazila, iz katerih je razvidno izpolnjevanje pogojev.

3.1.2.3. Tehnična in strokovna sposobnost

Pogoje glede tehnične in strokovne sposobnosti mora izpolnjevati ponudnik; v primeru sklicevanja na sposobnosti/zmožljivosti drugih subjektov morajo slednji izvesti storitve v delu, za katere se zahtevajo sposobnosti/zmožljivosti in biti imenovane kot podizvajalci ali partnerji v ponudbi.

Gospodarski subjekt potrdi izpolnjevanje pogojev s predložitvijo naslednje ustrezno izpolnjene dokumentacije:

- obrazca ESPD;
- obrazca Izjava o zagotovljenih referencah (OBR-4)
- obrazca Potrdila naročnika (OBR-4a)
- obrazca Izjava o zagotovljenih tehničnih zmožljivostih (OBR-5)

a) Reference

Ponudnik, partner v skupnem nastopu ali podizvajalec je v obdobju od 1. 1. 2020 pravočasno in kvalitetno dobavil v eni ali več referenčnih dobavah skupno najmanj 5 (pet) enot elektrificiranih RTG dvigal (Rubber Tyre Gantry) za kontejnerje s funkcijo daljinskega in avtomatskega upravljanja dvigal končnemu uporabniku v državah EU, pri čemer pogodbeno vrednost ni bila nižja od 2.500.000,00 EUR brez DDV za eno posamezno dvigalo.

Kot ustrezna dobavljena elektrificirana RTG dvigala za kontejnerje s funkcijo daljinskega in avtomatskega upravljanja dvigal, bo naročnik za priznanje reference upošteval mostna dvigala na pnevmatikah z nosilnostjo pod prijemalom vsaj 40 ton, dvižno višino vsaj 5+1 kontejnerja, minimalnim razponom med kolesi vsaj 24 m, ročnim ali avtomatskim sistemom za priklop dvigala na električno omrežje.

Ponudnik navede referenčne posle v OBR-4 »Izjava o zagotovljenih referencah«. Ponudnik pridobi potrdilo naročnikov za vsako izmed izkazanih referenc OBR-4a »Potrdilo naročnika«. Če ponudnik

ne želi razkriti dejanskih vrednosti svojih poslov, lahko ponudnik navede na oba obrazca, da izpolnjuje najmanjšo zahtevano vrednost, tj. najmanj 2.500.000,00 EUR brez DDV za eno posamezno dvigalo.

Ponudnik mora v fazi pregleda in ocenjevanja ponudb, v kolikor se za to odloči naročnik, naročniku omogočiti ogled in preizkus enega referenčnega posla. Ogled organizira ponudnik na lokaciji, ki jo izbere naročnik in kjer se nahaja referenčni posel, za najmanj 2 osebi naročnika (predstavnik nabave in uporabnika) na stroške ponudnika.

Naročnik si pridržuje tudi pravico, da od ponudnika zahteva, da predloži dodatna dokazila glede navedenih referenc iz seznama v obrazcu Izjava o zagotovljenih referencah (OBR-4) ter da reference tudi sam preveri pri referenčnih naročnikih.

Gospodarski subjekt potrdi izpolnjevanje pogojev s predložitvijo naslednje ustrezno izpolnjene dokumentacije:

- obrazca Izjava o zagotovljenih referencah (OBR-4) in
- obrazcev Potrdila naročnika (OBR-4a).

b) Tehnične zmogljivosti

Ponudnik mora zagotavljati vse potrebne tehnične zmogljivosti (*proizvodnjo, mehanizacijo, opremo, itd.*) za kvalitetno izvedbo celotnega naročila v predvidenem roku, skladno z zahtevami iz dokumentacije v zvezi z oddajo javnega naročila (specifikacija naročila), pravili stroke ter predpisi in standardi s področja predmeta naročila. Na podlagi poziva ponudnik naročniku v določenem roku predložiti morebitna dodatna zahtevana dokazila o zagotavljanju tehničnih zmogljivosti.

Gospodarski subjekt potrdi izpolnjevanje tehničnih zmogljivostih za izvedbo posla s predložitvijo obrazca OBR-5 »Izjava o zagotovljenih tehničnih zmogljivostih«.

3.2. Merila za izbiro najugodnejše ponudbe

Merilo za izbiro ekonomsko najugodnejše ponudbe je najnižja skupna ponudbena cena brez DDV, navedena na obrazcu Ponudba (OBR-1).

II. PONUDBENA DOKUMENTACIJA

1. VSEBINA PONUDBENE DOKUMENTACIJE

Ponudbena dokumentacija mora biti pripravljena v slovenskem jeziku (razen, kjer je v dokumentaciji izrecno navedeno drugače) ter izdelana skladno z zahtevami in predlogami iz dokumentacije v zvezi z oddajo javnega naročila. Sestavljajo jo naslednji obrazci:

- 1. Izpolnjen in podpisan obrazec Ponudba (OBR-1)**
- 2. Izpolnjena in podpisana priloga 1 Tehnične zahteve_Technical requirements JN 40_2026** (v angleškem jeziku)
- 3. Izpolnjen in podpisan obrazec Ponudbeni predračun (OBR-1a)**
- 4. Izpolnjen in podpisan obrazec Izjava ponudnika o preučitvi in seznanitvi s tehničnimi zahtevami (OBR-1b)**
- 5. Izpolnjen in podpisan obrazec Cenik rezervnih delov in vzdrževanja (OBR-1c)** - Cenik je informativne narave; v primeru, da ponudnik izpolnjenega obrazca OBR-1c ne bo predložil v ponudbi, ga bo naročnik naknadno pozval na dopolnitev v tem delu.
- 6. Izpolnjen in podpisan obrazec Podatki o ponudniku in podizvajalcih oz. izvajalcih v skupnem nastopu (OBR-2)**
- 7. Izpolnjen in podpisan obrazec ESPD** (za vsak gospodarski subjekt, ki bo vključen v izvedbo javnega naročila)
- 8. AJPES S.BON obrazec (za gospodarske subjekte s sedežem v RS) ali bonitetni obrazec druge bonitetne agencije/družbe (za gospodarske subjekte s sedežem izven RS), iz katerega je razvidna bonitetna ocena** (za ponudnika in partnerje, predložitev obrazca ni zahtevana za podizvajalce)
- 9. Izpolnjen in podpisan obrazec Izjava o izpolnjevanju pogojev za sodelovanje in neobstoju razlogov za izključitev (OBR-3)** - za ponudnika in partnerje
- 10. Izpolnjen in podpisan obrazec Izjava podizvajalca o izpolnjevanju pogojev za sodelovanje in neobstoju razlogov za izključitev (OBR-3a)** – za podizvajalce
- 11. Izpolnjen in podpisan obrazec Izjava o zagotovljenih referencah (OBR-4)**
- 12. Izpolnjena in podpisana Potrdila naročnika (OBR-4a)**
- 13. Izpolnjen in podpisan obrazec Izjava o zagotovljenih tehničnih zmogljivostih (OBR-5)**
- 14. Izpolnjen in podpisan obrazec Izjava proizvajalca ponujene opreme (dvigal in delovnih postaj za daljinsko upravljanje) o prisotnosti na tržišču (OBR-6)**
- 15. Izpolnjen in podpisan obrazec Vzorec pogodbe (OBR-7)**
- 16. Izpolnjen in podpisan obrazec Identifikacija ponudnika/poslovnega partnerja (KYC obrazec) oz. izjava/podatki o udeležbi fizičnih in pravnih oseb v lastništvu ponudnika (OBR-8)** (izjavo mora predložiti ponudnik, vsak partner v primeru skupne ponudbe in vsak morebitni podizvajalec, v kolikor zahteva neposredna plačila in njegova udeležba v poslu predstavlja več kot 10.000,00 EUR brez DDV)
- 17. Izpolnjen in podpisan obrazec Izjava ponudnika o spoštovanju kodeksa ravnanja poslovnih partnerjev Skupine Luka Koper (OBR-9)** (izjavo mora predložiti ponudnik, vsak partner v primeru skupne ponudbe) . Kodeks ravnanja poslovnih partnerjev Skupine Luke Koper je objavljen na internetnem naslovu: <https://www.luka-kp.si/slo/pomembni-dokumenti-208>. Dokument je na voljo v angleškem jeziku na internetnem naslovu: <https://www.luka-kp.si/en/company/corporate-documents/>
- 18. Izpolnjen in podpisan obrazec Zahteva podizvajalca za neposredno plačilo (OBR-10)** (informativni vzorec obrazca, predložitev izpolnjenega in podpisanega obrazca oz. dokazila primerljive vsebine je zahtevana v primeru ponudbe s podizvajalci, v kolikor slednji zahteva neposredno plačilo).
- 19. Izpolnjena priloga Samoocenitveni vprašalnik za preverjanje ustreznosti stanja zunanjega izvajalca na področju sistema upravljanja informacijske varnosti**

(datoteka: »JN - Napredni vprašalnik SUVI«) (v slovenskem ali angleškem jeziku) (obrazec izpolni ponudnik oz. v primeru skupne ponudbe vsak izmed partnerjev skupne ponudbe; obrazec je priloga v xls. obliki, izpolnjen obrazec se izpolni in ga priloži v xls. obliki) (namesto vprašalnika je ustrezno dokazilo tudi Certifikat ISO 27001 ali Poročilo ISAE 3000 SOC, poročila tipa »SOC 2 Type 2« kot navedeno v poglavju 4.7. Varnostne zahteve za ponudnike).

Obrazce se izpolni ter podpiše in žigosa, kjer je to določeno. Vse ponudbene obrazce se predloži v "PDF" zapisu, razen v kolikor je za posamezen obrazec zahtevano drugače npr. »Samoocenitveni vprašalnik...«.

Navedbe v predloženih obrazcih morajo izkazovati aktualna in resnična stanja ter morajo biti dokazljive. Enakovredno veljajo kopije zahtevanih potrdil in izpiskov razen, če izvirnik ni posebej zahtevan.

1.1. Ponudba (OBR-1)

V obrazcu »Ponudba (OBR-1)« morajo biti navedeni vsi zahtevani podatki, pri čemer morajo biti izpolnjene naslednje zahteve:

- Pri skupni ponudbi se kot ponudnika navede vodilnega partnerja.
- V skupni ponudbeni ceni morajo biti zajeti vsi stroški in dajatve, povezane z izvedbo naročila. Vse vrednosti morajo biti v valuti EUR.
- Ponudba mora veljati za celotno naročilo. Delne ponudbe ne bodo upoštevane.
- Ponudba mora veljati vsaj 120 dni po roku za prejem ponudb.
- Variantne ponudbe in opcije niso dovoljene.
- Ponudbeni rok za izvedbo naročila ne sme presegati razpisanega roka.
- Ponudnik nosi vse stroške, povezane s pripravo in predložitvijo ponudbe. Naročnik ponudnikom ne bo povrnil nobenih stroškov, povezanih s pripravo ponudbe, niti kakršnihkoli drugih stroškov, ki bodo nastali tekom postopka oddaje javnega naročila.

1.2. Podatki o gospodarskem subjektu

Gospodarski subjekt lahko v ponudbi nastopa kot samostojni ponudnik, kot ponudnik s podizvajalci, kot vodilni partner v skupni ponudbi, kot partner v skupni ponudbi, kot podizvajalec.

Če v ponudbi nastopa samo en gospodarski subjekt se šteje, da posel, ki je predmet naročila prevzema sam kot samostojni ponudnik. Če v ponudbi nastopa več gospodarskih subjektov, vsak poleg osebnih podatkov navede tudi del posla, ki ga prevzema, ter količino od celote (v %).

Podizvajalec, ki zahteva naročnikovo neposredno plačilo, mora skladno z zakonom (ZJN-3) priložiti zahtevo, da mu naročnik neposredno poravnava njegovo terjatev do ponudnika.

1.3. Dokazila o izpolnjevanju pogojev za priznanje sposobnosti

Vsak gospodarski subjekt, ki nastopa v ponudbi, mora glede na prevzeti posel predložiti zahtevana dokazila o izpolnjevanju pogojev za priznanje sposobnosti.

Dokazila se zloži po vrsti, kot si sledijo pogoji za priznanje sposobnosti in sicer najprej za ponudnika oziroma vodilnega partnerja, nato za partnerje in podizvajalce.

1.4. Specifikacija naročila

V ponudbi mora biti predložena naročnikova specifikacija naročila, iz katere sta razvidna vsebina in obseg naročila. Upoštevane morajo biti vse zahteve iz specifikacije naročila. Specifikacije naročila ponudnik ne sme spreminjati.

1.5. Vzorec pogodbe

Predloženi vzorec pogodbe mora ponudnik izpolniti, podpisati, žigosati in parafirati.

1.6. Instrumenti zavarovanja

Instrumente zavarovanja se predloži skladno s točko 2.5 teh navodil.

1.7. Varnostne zahteve za ponudnike

Ponudnik (v primeru skupne ponudbe vsak izmed partnerjev) mora zagotoviti ustrezen nivo Sistema upravljanja in varovanja informacij (SUVI), za kar mora predložiti:

- izpolnjeno prilogo 2 Samoocenitveni vprašalnik za preverjanje ustreznosti stanja zunanjega izvajalca na področju sistema upravljanja informacijske varnosti **ali**
- Certifikat ISO 27001, ki lahko pokriva storitve (področja), ki jih za naročnika ponuja ponudnik, ali pa celotno poslovanje ponudnika (certifikat skladnosti mora biti veljaven in izdan s strani pooblaščenega certifikacijske hiše za izdajo ISO/IEC 27001 standarda) **ali**
- Poročilo ISAE 3000 SOC, poročila tipa »SOC 2 Type 2« (poročilo ni starejše od 1 leta od roka za prejem ponudb, poročilo vključuje pregled vseh storitev, ki jih ponudnik ponuja naročniku, poročilo mora biti izdano s strani nepristranske in neodvisne zunanje organizacije, ki je ustrezno usposobljena za izvedbo takih revizij).

III. SPECIFIKACIJA NAROČILA

Predmet naročila je nabava enajstih (11) enot A-RTG dvigal za potrebe Luke Koper, d.d., ki zajema tudi dobavo in vzpostavitev delovanja postaj za daljinsko upravljanje (ROS), vzpostavitev sistema za izvajanje avtomatskih funkcionalnosti dvigal, aplikativni razvoj in implementacijo vmesnika za avtomatsko delovanje A-RTG dvigal (Scheduler).

1. TEHNIČNI POGOJI IN OSTALI POGOJI NAROČILA

1.1. LOKACIJA

Luka Koper, d.d.; PC Kontejnerski terminal

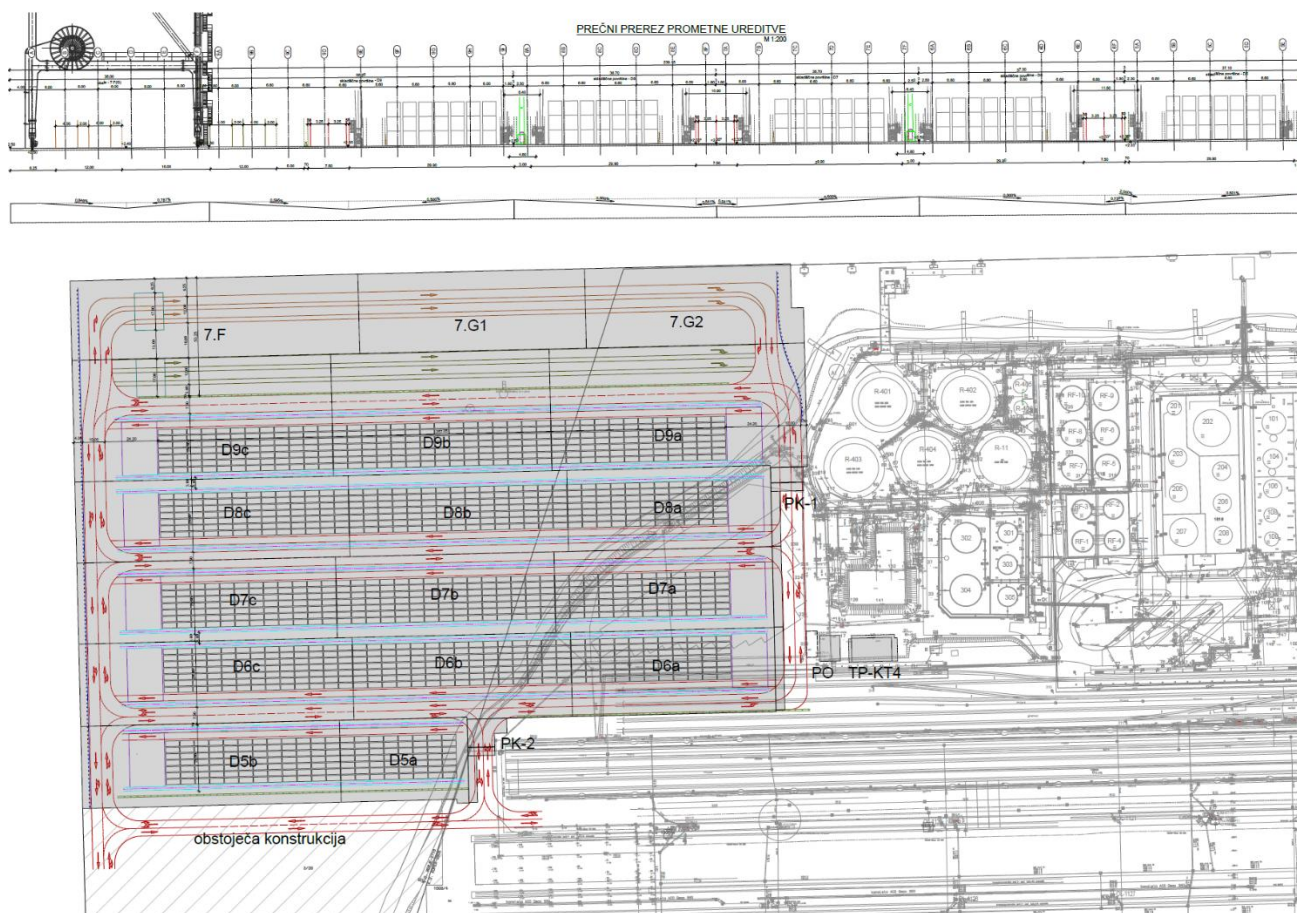


Slika 1: Območje delovanja A-RTG dvigal

1.2. SPLOŠNI OPIS

Kontejnerski terminal je trenutno v fazi povečanja kapacitet. V sklopu naložb, ki so predvidene na severnem delu pomola 1, se predvideva naročilo 11 A-RTG dvigal.

Glavni namen naložbe je nabava opreme, ki bo zagotavljala pretovor kontejnerjev na novo zgrajenih skladiščnih površinah na severnem delu pomola 1. Predvidena je nabava enajstih A-RTG dvigal, s katerimi se namerava izvajati premike kontejnerjev na skladiščnih površinah. A-RTG dvigala morajo omogočati delo na skladiščnih površinah z zasnovo skladišča širine 7+1 kontejnerjev ter omogočati dvigovanje kontejnerjev v višino 6+1 kontejner. Za delovanje morajo uporabljati energijo iz baterijskega sklopa, ki se ga napaja preko kabel bobna.



Slika 2: Prečni prerez in situacija prometne ureditve severnega dela pomola I

V nadaljevanju je podan tehnični opis, kjer so navedene tehnične zahteve in opis A-RTG dvigal z opremo, ki jih mora izpolnjevati ponujena oprema poleg spodnje dodatne zahteve.

Dodatna zahteva glede ponujene opreme:

Proizvajalec ponujene opreme (dvigal in delovnih postaj za daljinsko upravljanje) mora biti prisoten na tržišču vsaj 10 let od objave tega naročila.

Za prisotnost na tržišču se šteje, da proizvajalec v navedenem obdobju neprekinjeno opravlja dejavnost proizvodnje, razvoja, prodaje oziroma trženja istovrstne ali po namenu in tehničnih značilnostih primerljive opreme, kot je oprema, ki je predmet ponudbe.

Dokazilo: Podpisana izjava proizvajalca ponujene opreme (dvigal in delovnih postaj za daljinsko upravljanje) o prisotnosti na tržišču, iz katere je razvidno izpolnjevanje zahteve.

Gospodarski subjekt potrdi izpolnjevanje zahtev glede proizvajalca ponujene opreme s predložitvijo obrazca OBR-6.

Naročnik si pridržuje pravico zahtevati dodatna dokazila (npr. referenčne liste, podatki o dobavah, kataloge, tehnično dokumentacijo, ipd.).

Zaradi specifičnih izrazov, vezanih na opremo A-RTG dvigal, je v nadaljevanju vsebina tehničnih zahtev in opisa naročila iz poglavja 2. »TECHNICAL SPECIFICATIONS AND DESCRIPTION« v angleškem jeziku. Vse opisane zahteve v tem poglavju so predmet tega naročila, razen v kolikor je v tekstu eksplicitno navedeno, da določena zahteva ni predmet tega naročila.

2. TECHNICAL SPECIFICATIONS AND DESCRIPTION

2.1. GENERAL

2.1.1. PRINCIPLE DUTY

The electrified battery driven rubber tyre gantry crane is required to have a lifting capacity of 41 tons under the spreader and to be designed to handle ISO containers of 20 and 40 feet.

The crane must be designed to operate efficiently, uninterrupted and safely.

The principal duty, for which the cranes are intended, is to load and unload containers on a continuous basis from terminal tractor-trailers and external road trailers to storage areas and vice versa.

2.1.2. CLIMATE CONDITIONS

The cranes shall be designed and so constructed for operation in a marine salt laden air environment and the following site-specific environmental conditions:

- Minimum temperature - 12° C
- Maximum temperature + 45° C
- Maximum relative humidity up to 100 %
- Maximum operational wind speed up to 25 m/s
- Maximum out-of-service wind speed up to 44 m/s

2.1.3. OVERRIDING REQUIREMENT OF THE PURCHASER

The Purchaser's overriding requirement is for the works to be suitable in all respects for safe, efficient and continuous use under actual operational conditions in a modern, large capacity, international container handling facility for a period of not less than twenty (20) years subject to fair wear and tear (excluding categorically any fatigue failure), and routine maintenance.

2.1.4. PRINCIPAL PARTICULARS AND DIMENSION

The supplier shall satisfy himself that the particulars and dimensions of the RTG's are suitable for the design which he offers. The size and capacity of any parts of the RTG shall be, unless stated otherwise, in accordance with the requirements of FEM: Section 1.001" 3rd edition.

2.2. GENERAL DESIGN CRITERIA

2.2.1. TYPE OF THE CRANE

The electrified rubber tyre gantry crane shall be a self-propelled 16 wheels rubber tyre electric gantry equipped with cable reel power supply, manual (400 V) plugin system and auxiliary battery pack.

The crane shall have a rated capacity of 41t capable of lifting and transporting 20'/40' ISO containers across the span of seven standard ISO container rows plus one truck lane. The height

of lift shall allow one 9ft 6" high container to be transported over the top of six 9ft 6" high containers stacked one on top of one another.

The spreader shall be a telescoping 20'/40' single lift, all electric spreader, with electric flippers.

The RTG shall be operated by a single operator from a totally enclosed cabin which shall be situated in a position such as that the load is always in view. The RTG shall have possibility to operate it from remote operating station.

The manufacturer shall design and control the machine in an energy efficient manner.

2.2.2. SAFETY OF MACHINERY

2.2.2.1 STATUTORY REUIREMENTS AND MINIMUM DESIGN STANDARD

The crane electrical, electronic equipment and its mechanism shall be designed and manufactured to comply in all aspects with the requirements of all latest, laws, ordinances, rules, orders, or other legal or regulatory institutes applicable in the Slovenia – Port of Koper.

Where items are not covered by local statutory requirements, the crane and other goods shall be designed and manufactured to at least the standards as specified in this specification. For items which are not specified above, then to at least to the current applicable recommendations of the following organizations:

- EN – European Standard
- FEM – Federation Europeane de la Manutention

Other standards which must be considered:

- AWS – American Welding Society - Bridges and Dynamically Loaded Structures
- BSI – British Standards Institute
- DIN – Deutsche Industrie Normen
- IEC – International Electrotechnical Commission
- IEEE – Institute of Electrical and Electronic Engineers
- ISO – International Standards Organization
- UL – Underwriters Laboratory

The Contractor shall define all standards used in the design of the crane.

2.2.2.2 CONFORMITY WITH THE EU MACHINERY DIRECTIVE

The crane shall comply with the requirements of the European Machine Guidelines, particularly Machinery Directive 2006/42/EC, 2014/30/EU, 2014/53/EU, 2023/1230. The cranes shall be provided with a declaration of conformity and the CE marking and symbol according to the relevant Appendixes of the Machinery Directive. The Supplier/ Contractor is solely and entirely responsible for all aspects of this conformity declaration and CE marking. A single electric power or malfunction shall not damage the crane or injure personnel. If possible, component failure or malfunction shall safely stop the crane operation. If this is not possible, a redundant system shall be supplied. The redundant system shall both safely stop the crane and prevent operation until maintenance personnel make corrections. A means shall be provided so the maintenance personnel may routinely check each redundant or backup system. The check procedure shall be included in the

maintenance manual. No crane component shall change state because of a power failure. Powering or repowering the crane or any system within the crane shall not result in an unanticipated or potentially unsafe motion or condition.

2.2.3. MINIMUM CLASS OF THE CRANE

Unless otherwise specified the whole and any part of the works shall comply in all respects with the requirements of F.E.M. 1.001 3rd Edition Booklets 1 to 8 and shall also comply in all relevant respects with local regulations.

The RTG shall be designed to operate, up to a maximum of 24 hours a day under all Site weather conditions, and a total of 2.000.000 loading cycles.

For each individual mechanism 25.000 hours lifetime shall be considered.

Notwithstanding the requirements of F.E.M. 1.001 3rd Ed. Section 1 the following classifications shall be used during design.

Structures

Class utilisation: U7
 State of loading: Q2
 Group classification: A7

Mechanisms

	Hoist	Gantry	Trolley
Class of utilization	T7	T7	T7
State of loading	L2	L2	L2
Group classification	M7	M7	M7

2.2.4. GENERAL DESIGN CRITERIA

Major dimensions, clearances, and performance requirements

All calculations and labelling on the crane in SI-Units (Except spreader size).

Rated load under spreader: 41 metric tones
 Container type: ISO 20'/40' containers with ISO corner fittings at 20'/40' position
 Spreader: 20'/40' telescopic fully electric type, with 4 corner flippers used separately one by one (must have future possibility to upgrade it to fixed flippers)
 Rail gauge (Span): 26,5 m
 Lift height: One over six 9'-6" high containers
 Stacking area: 7 containers width + 1 truck loading lane
 Over-all crane width: max 30,5 m (including stairs fences)
 Over-all crane length: max 12,7 m
 Clearance inside span: min 25 m

Speeds

Hoisting/lowering with rated load:	Min 30 m/min Acceleration max – 3 s from 0 to full speed
Hoisting/lowering with empty spreader:	Min 60 m/min Acceleration max – 3 s from 0 to full speed
Trolley travel speed:	Min 70 m/min Acceleration max – 4 s from 0 to full speed (reduced in high wind operation)
Gantry with empty spreader:	Min 135 m/max Acceleration max – 8 s from 0 to full speed (reduced in high wind operation)

Note: Deceleration times must be the same as acceleration times. The above speeds must be achieved for crane operation under a sustained 25 m/s wind condition.

Spreader adjustment

Skew adjustment:	Min +/-5°
Trim adjustment:	Min +/-5°
Fine positioning:	Min +/-250mm in both positions simultaneously with empty spreader and Min +/-150mm with rated load (without moving trolley or gantry)

2.2.5. GROUND INTERFACE

The RTG will run on asphalt or concrete ground.

Maximum operating wheel load shall not exceed 17,9 metric tonnes per wheel.

2.2.6. GENERAL DESIGN REQUIREMENTS

The RTGs shall be designed for reliability and ease of maintenance, due regard being given to the need for safe access from permanent platforms or from ground level for adjustment, lubrication, inspection, maintenance, and repair. All major components and sub-assemblies shall be provided with suitably rated, integral lifting points to facilitate correct handling.

Only components which have been well tried and proven to have given service over an extended period of years under similar conditions shall be incorporated into the RTG.

2.2.7. MACHINERY UNITS

The RTGs shall be provided with independent machinery units for the hoisting, traversing, gantry travel each being operated by their own motor or motors and capable of three simultaneous movements with 100% speed with rated load.

Wherever practicable the units shall be mounted on separate bedplates to facilitate their removal for maintenance purposes. All components requiring maintenance shall be safely accessible.

Hydraulic systems are not accepted on the RTGs.

2.2.8. HOIST MACHINERIES

The hoist machinery consists of two identical electrically synchronized machinery units mounted on the trolley frame.

The hoisting machinery shall be through an AC electric motors driving a reducers and fitted with disc brake. Electrical motors are preferable flange mounted type.

Couplings which connect the hoist gearbox to the hoist drum shall be manufactured by an internationally recognized manufacturer of this type of component. Wear indication marks shall be provided in a convenient place for viewing without dismantling of any components.

The main hoist ropes are reeved without s-curves from the rope drums to the sheaves mounted on the head block and then back to the trolley frame to their fixing points. The fixed ends of all hoist ropes shall be provided with load cells, which are used for load indication and overload protection.

The hoist ropes shall be securely fastened to the hoist drum by clamp type fittings with at least one round of rope underneath each clamp fitting.

The hoist drum diameter shall be minimum 25 times the hoist rope diameter. The grooves shall be free of sharp edges.

Main hoist service brakes shall be external and effective disc type manufactured by Pintch Bubenzer, or equivalent. Discs must remain corrosion free. The hoist brakes, pads and disc shall be protected from the weather with an easily removable or accessible enclosure, so designed to allow access to all components for maintenance.

The hoist motors shall be fitted with external cooling fan and protected by over speed, over-heating safety devices and absolute encoder for position detection. Space heater shall be provided to prevent risks of humidity condensation during long term standstill conditions.

All sheaves shall be similar and interchangeable for spare part and maintenance requirements.

2.2.9. ROPE SHEAVES AND WIRE ROPES

All steel wire ropes shall be made in one piece. All four main hoist ropes must be same length. Rope selection shall be based on F.E.M. 1.001 3rd Ed. All ropes shall be Warrington-Seale type or equivalent with steel core and have an ultimate tensile strength of at least 1960N/mm². Manufacturer's test certificate of the quality and breaking strength of each rope shall be provided after signing the contract.

The main hoist rope sheaves shall be of cast or welded construction with machined grooves.

Sheaves are to be provided with rope guards to prevent slack rope coming off the sheave. The gap between the sheaves and guards shall be minimized to avoid ropes coming off the sheaves.

All sheaves shall be designed with easy access and with ample space for maintenance and repair. The clamp and retainer shall be fitted opposite to the wire rope pulling force direction. Clamp and retainer bracket shall easily be removed for sheave replacement.

2.2.10. TROLLEY, TROLLEY DRIVE

The trolley shall be fabricated structural frame mounted on four steel wheels providing adequate support for all items of machinery equipment mounted on the trolley (hoisting machineries, trolley traverse machineries, and operator's cabin). On the energy chain site there must be mounted two pairs of side guide steel wheels.

The trolley shall be provided with service platforms to provide safe and easy access to all those components, which require to be maintained and replaced from time to time. The access to all such components is from the top of the trolley structure.

The trolley wheel assemblies need be removed from their mountings as complete units without the need to remove shafts and bearings from the wheel.

Access onto the trolley and to the operator's cabin shall be provided by ladders or stairs with suitable guards. In addition to the ground level access, there shall be a second access from the cabin onto the trolley which can be used during emergency or breakdown of the machinery at outside the normal parking position.

The trolley shall be carried upon four free running solid forged steel wheels sized per F.E.M. 1.001 3rd ed.

All four trolley wheels shall be driven. Trolley must be driven directly by trolley wheels. Ropes or chain/gear are not allowed to accelerate or decelerate trolley.

Trolley design shall incorporate safety devices (drop blocks) that will ensure the trolley will not be separated from the girder structure in the event of wheel / shaft failure. Falling prevention clamps around the rails shall also be provided.

Jacking points shall be provided at suitable locations to enable the trolley to be jacked up for maintenance purposes such as replacing the wheels.

Energy absorption buffers at both ends of the trolley runway are to be provided to prevent collisions between the trolley structure and the main structure.

2.2.11. RTG GANTRY TRAVEL SYSTEM

The RTG shall be carried upon 16 tyres mounted on four bogie assemblies.

Sixteen wheels, two at each portal side diagonally positioned, shall be provided with the appropriate transmission designed to drive the RTG.

Gantry travel system must be directly driven. Drive chain or hydraulic drive is not acceptable.

The motor size and torque capacity shall allow the RTG to travel on 2% gradient at maximum operating wind condition with rated full load.

Electric powered wheel turning shall be provided to enable each axle to be rotated 90° about the vertical axis so that the RTG may be travelled transverse to the operating direction when it is required to be transferred to the other container stacks.

Each corner assembly shall consist of an equalizer beam which carries two pivoted wheel assemblies. Wheels shall be fitted with slewing rings so that each wheel assembly can pivot 90° rotation. The design shall allow the machine to be turned by carousel drive around RTG's centre. The wheels shall also be able to be turned to the parking position and be able to withstand loads from storm wind.

The gantry system shall be designed such that in the event of a tire failure (flat tire), no damage occurs to the RTG crane.

Wheels and Tyres

The RTG shall be mounted on 16 heavy-duty appropriate size tyres. The tyres shall be mounted upon heavy duty tubeless rims.

Each wheel shall have local jacking pads to allow it to be lifted clear of the ground for maintenance purposes.

The RTG shall be fitted with an appropriate amount of wheel guards., which should allow working in automation mode without fencing the boogies on truck loading side.

Each tyre must be equipped with tyre pressure monitoring system.

2.2.12. GEAR REDUCERS

All gear reducers shall be arranged to fully enclose the necessary gearing for the respective motion in a dust and weatherproof oil-tight enclosure.

Reducer cases shall be split along the shaft centerline for easy of servicing and maintenance. Trolley traversing reducers can be with a vertical split. Inspection covers, oil level check and breather holes shall be incorporated in the design. Adjacent to each oil filling point shall be a permanently fixed label indicating the type of oil to be used. Each reducer shall have a lockable drain valve, easy access for filling, draining, level check, filter replacement.

All gearing shall be machine cut and shall comply with the appropriate ISO 6336 Standards.

The gearboxes shall be designed to allow easy replacement of gear or gear shafts without removing the whole gearbox assembly from its mounting base.

2.2.13. OPERATOR'S CABIN

The crane is to be provided with a totally enclosed, weather tight and insulated operator's cabin fixed permanently to the trolley.

The operator's cabin shall have all controllers needed for container handling operation, swivelling type armchair with appropriate adjustment possibilities, ergonomic and capable of rotating.

The cabin connection to the trolley shall include anti-vibration mounts to reduce impact and vibration to the operator.

All windows must have the possibility to clean it from inside and outside using mounted platform (without using additional lifting devices).

Joystick must be linear type and work with increasing and reducing without steps. The functions of joystick must be with the same functions and locations as on existing RTG's.

Cabin windows shall provide as much view as possible including lower rear view. It shall protect the operator from the glare of the sun with fine screen type roll up sunshade on upper front, side and rear windows which have characteristics to allow vision through it. Window glass shall be scratch resistant meeting the requirements of EN12600 class A safety glass with both surfaces being flat, parallel, and fine polished, giving clear undistorted vision. The front and bottom window shall be laid out symmetrically about the Crane centreline in left and right direction. Operator Cab access shall be from a hinged door on one side of the cab. The door shall be self-closing, with a latch to keep the door in the open position.

Cabin must be equipped at least with:

- Electrically operated wipers and washers to ensure the view angle required for operation on front, bottom, left and right window with possibility to control each wiper separately.
- Communication equipment – preferred Motorola DM 4600E UHF low power – outside antenna (channel spacing 12,5/25kHz, range 430/470MHz)
- Internal lightning
- Interactive operator's panel, for displaying crane data and for control functions.
- Armchair with all commands and linear joystick (increase without steps), layout of buttons and joystick must be the same as we have on existing cranes
- Air conditioning (industrial type – electrically integrated to crane PLC)
- Support for data terminal – holder (power supply DC 24V and 12V)
- Coat hook
- Electrical heater (min 750 Watts)
- Container load indicator – numeric on operator panel
- Waste bin
- Fire extinguisher
- Vacuum cleaner
- Signal horn
- Anemometer for wind speed – Thiese or equivalent
- Second foldable training seat
- Radio with MP3/USB player and stereo speakers
- Sun blinds
- Floor panel – spreader lights status
- Tinted anti-glare safety glass on front and side windows.

2.2.14. REMOTE OPERATING STATION – ROS

This chapter describes the key functionalities and hardware components of the Remote Operating Station (ROS).

The Remote Operating Station (ROS) is a dedicated workstation designed for remote operation of container cranes. The system shall provide operators with all essential crane controls and operational information typically available in a conventional crane cabin, while enhancing usability, ergonomics, and operational efficiency through an optimized workstation environment.

The proposed ROS solution shall be based on a standardized and proven platform, designed to be highly configurable and adaptable to project-specific requirements. The solution should support a wide range of crane types, including automated yard cranes (ASC & ARTG) and manually operated yard cranes (Remote RTG, Remote RMG).

The system shall support both many-to-many and one-to-one operational models. This means that any operator station may be capable of controlling any crane within the fleet, or alternatively, a dedicated station may be assigned to a specific crane.

Additionally, the system should support automatic workstation allocation and pooling functionality, enabling operator stations to be dynamically connected to cranes when remote assistance or intervention is requested by the automation system.

The ROS solution shall be designed to improve operator ergonomics, operational flexibility, situational awareness, and overall terminal productivity compared to traditional cabin-based crane operations.

The supplier shall provide a complete solution including all required hardware, software, communication interfaces, operator controls, displays, and integration components necessary for safe and efficient remote crane operation.

2.2.14.1 Scope

The contractor shall supply, install, configure, test, and commission 8 pcs of Remote Operating Stations (ROS) for the remote supervision and manual operation of automated/manual functionality of Rubber-Tyred Gantry cranes and existing RMG cranes on the terminal.

Each ROS shall provide the operator with all necessary controls, visual information, audio communication, and safety functions required to remotely monitor and control crane operations from a centralized control room.

2.2.14.2 General requirements

The Remote Operating Stations shall:

- Support remote operation of one or multiple RTG and existing RMG cranes.
- Enable both manual crane control and supervision of automated crane operations.
- Provide ergonomic operator working conditions suitable for continuous operation.
- Include all required hardware, software, interfaces, licenses, and accessories necessary for full functionality.
- Be designed for 24/7 terminal operation.

2.2.14.3 ROS Hardware configuration

The ROS shall include, as a minimum:

- Electrically height-adjustable robust operator desk.
- Dual high-resolution operator displays.
- Touchscreen operator interface panel.
- Dual industrial joysticks for crane control with same functionalities as joysticks in operator's cabin.
- Adjustable armrests.
- Emergency stop (E-stop) button.
- Audio communication interface.
- Integrated electrical cabinet and power distribution components.

- Key-switch or equivalent operator authorization device.

2.2.14.4 Operator displays

The display system shall provide, as a minimum:

- Live video streams from all operational crane cameras.
- Crane status information.
- Alarm and event notifications.
- Operational parameters and diagnostics.
- Clear visualization of container handling operations.
- Simultaneous display of multiple camera views.

The display arrangement shall allow the operator to maintain continuous situational awareness during all operational phases.

2.2.14.5 Operator controls

The ROS shall provide intuitive crane control through industrial joysticks.

As a minimum, the operator shall be able to control (not less than in operators cabin)

- Gantry travel.
- Trolley travel.
- Hoist motion.
- Container skew and trim correction.
- Twistlock locking and unlocking.
- Precision (micro-move) crane positioning functions.
- Camera pan, tilt, and zoom (PTZ) functions.
- Horn activation.
- Switching between manual and automated operating modes.

The control system shall ensure smooth and precise crane movements suitable for container handling operations. The system layout for crane control must have as much as identical functionalities as layout in operators cabin.

2.2.14.6 Touch panel functions

The touchscreen interface shall provide, as a minimum:

- Operator login and access control.
- Crane selection functionality.
- Crane status overview.
- Alarm management.
- Operational mode selection.
- System diagnostics and maintenance information.
- Configuration functions according to user authorization levels.

The interface shall support operation in both dedicated crane assignment mode and pooled crane operation mode.

2.2.14.7 Video system requirements

The crane video system shall provide complete visual coverage of all critical operational areas including:

- Spreader area.
- Container landing area.

- Truck lane operations.
- Container stack operations.
- Gantry travel path.
- Areas required for safe container handling and positioning.

The system shall provide sufficient image quality, frame rate, and latency to enable safe remote operation.

The contractor shall clearly define:

- Number of cameras supplied.
- Camera locations.
- Resolution.
- Field of view.
- Latency performance.
- PTZ functionality where applicable.

2.2.14.8 Audio system requirements

The ROS shall include an audio communication system which has at least:

- One-way communication between operator and field personnel.
- Audible crane alarms and warnings.
- Operational notifications.

Audio quality shall be suitable for industrial operating environments.

2.2.14.9 Network requirements

The contractor shall specify all network requirements after the conclusion of the contract including:

- Required bandwidth.
- Network architecture.
- Redundancy requirements.
- Communication protocols.
- Cybersecurity measures.
- Maximum allowable latency for remote operation.

The supplied system shall operate reliably within the proposed network architecture.

2.2.14.10 Safety requirements

The ROS shall include at least:

- Emergency stop functionality.
- Operator authorization and access control.
- Safe transition between automatic and manual operating modes.
- Alarm management system.
- Fail-safe behavior in case of communication loss.
- Compliance with applicable machinery, electrical, and safety standards.

2.2.14.11 Ergonomic requirements

The workstation shall be designed according to recognized ergonomic principles and shall include:

- Electrically adjustable desk height.
- Adjustable operator seating compatibility.

- Adjustable armrests.
- Suitable display positioning.
- Reduced operator fatigue during prolonged operation.

2.2.14.12 Acceptance criteria

The ROS shall be considered accepted upon successful completion of:

- Factory Acceptance Test (FAT).
- Site Acceptance Test (SAT).
- Verification of all functional requirements.
- Verification of safety functions.
- Verification of video and communication performance.
- Demonstration of crane operation in both manual and automatic modes.

2.2.15. LUBRICATION

All the moving parts shall be effectively lubricated. Details of lubrication system should be admitted after signing of the contract.

Unless approved by the Purchaser, the lubrication points shall be fitted in reasonable groups, to a group battery plate mounted in a convenient position with the greasing nipples approved by Purchaser.

At manual lubrication points it must be possible to carry out lubrication from a gangway, stairway or landing without removing the guard or inserting the hand into the guarding. Access to all lubrication points must be possible without harness.

All the lubricants specified by the Contractor shall be locally available in the country of operation and manufactured to the latest appropriate API service classifications. The lubricants initially filled in manufacturer's shops shall be pre-approved by the Purchaser for their compatibilities with those lubricants used by the Purchaser. Type of lubricants must be specified by maintenance manuals. It must be allowed to use 3rd party supplier for lubricants.

Any excess lubricant shall be trapped in removable trays or receivers accessible for cleaning.

All grease points shall be clearly indicated, and colour coded in order that all grease points requiring the same lubricant can be readily identifiable.

2.2.16. SPREADER & HEADBLOCK

The telescopic spreader shall be designed to meet the heavy demands of the container handling industry, rated spreader capacity 41t. All motions of the spreader including telescopic movement shall be controlled from the operator's cabin. The spreaders shall be capable of picking up ISO 20' and 40' containers. The spreader shall be designed to handle the rated load of the mentioned containers.

The spreader shall be connected to the head block by manually released twistlocks.

All motions of the spreader shall be electrically actuated from the operators cabin or ROS station by operator or automatically (when the crane is operating in automatic mode).

Spreader must be equipped with light indicator for twistlock open/close and spreader landing indication. Indicator must be well visible from operator cabin or ROS station.

Twistlocks shall be ISO "floating" type.

Twistlocks shall be floating type and fitted with sleeve type twist lock guides. Greasing nipples shall be fitted suitable positions on the sleeve guide so that grease can be injected into the sleeve for lubrication between the sleeve and twist lock shank.

Spreader must be fully electric and have four separately operating electrical corner flippers, used separately one by one (must have future possibility to upgrade it to fixed flippers). All the electrical parts shall be protected from the weather.

The spreader shall be "All Electric" type with no hydraulic power. The main electrical panel shall be stainless steel, NEMA 4X standard easily accessible and provided with hinged door and robust "stay".

The crane shall be provided with a mechanism to skew and trim the spreader about vertical axis minimum $\pm 5^\circ$. This mechanism shall be provided with an automatic centering function. Crane shall be also provided with anti-sway system and fine positioning (please see below chapter). Also include the micromotion in trolley and travel direction.

The head block shall consist of a structural frame with hoist blocks and sheaves which are permanently reeved into the main hoist.

All mechanical, and electrical components fitted on the spreader shall be protected from frequent impact and vibration of operation. All related fasteners shall be anti-loosening type.

Design of connections shall be submitted to the Purchaser.

A cable basket shall be mounted on the head block to store the spreader supply cable when hoisting and lowering takes place.

LED indicating lights shall be fitted to the upper section of the main frame or on the head-block. The lights shall be clearly visible in all lighting conditions and shall be unobstructed from the operator's field of vision. The lights shall follow the colour code:

- Yellow – Landed
- Red – Twistlock unlocked
- Green – Twistlock locked

2.2.17. ANTI-SWAY SYSTEM AND FINE POSITIONING

The crane shall be provided with electrical anti-sway system.

Anti-sway system shall function independently without moving trolley or gantry motions. System prevents the sway of container, not only stopping the start of swaying.

Control of the lifting beam and lifted container against swaying during loading and unloading operations shall be accomplished electrically. Particular attention shall be given to prevention of skew while trolleying and hoisting simultaneously. Load shall not make more than two complete

oscillations from center line before oscillation is brought to a virtual rest (within capture ability of spreader gathering arms).

The anti-sway system shall be capable of damping the spreader after the trolley and gantry has stopped with full deceleration at any operational speed with any operational load, to within 150mm of lateral displacement after 2.5 cycles of sway, without any additional trolley and gantry movement for dampening the spreader. The same criteria will apply to the yawing motion following the trolley stopping from any operational speed with full deceleration, or after the end of the skew motion command. The system shall meet the above criteria measured at the spreader in the 40' position between 4.5 meters above the ground level.

2.2.18. SAFETY GUARDS

Guards shall be provided to machinery wherever necessary for the protection of personnel. These guards shall be designed so that they can be removed to permit maintenance and overhaul of the equipment without interference with other parts of the crane.

2.2.19. FIRE EXTINGUISHERS AND FIRE SUPPRESSION SYSTEM

At least 5 fire extinguishers must be provided in the following locations:

- (1) inside operator's cabin
- (1) in electrical room
- (1) on traverse trolley platform
- (2) at ground level (one close to the battery pack and one at the opposite sill beam)

Only extinguishers suitable for and marked as being suitable for dealing with fires in electrical equipment shall be located close to such apparatus.

All fire extinguishers shall be placed in a properly designed holder so that they are firmly secured and easily accessible.

Electric room and battery house must be equipped with fire suppression system which show/report/save the status of the system to the CMS of the crane.

2.2.20. ANTI-COLLISION AND VIDEO CAMERAS

An anti-collision system shall be provided to prevent collision between crane working on the same track, and collision with objects on the tracks.

The system shall be designed to automatically prevent damage if the crane is travelling into possible collision situation.

Laser sensors should be installed to avoid accidents or collisions with external elements or persons during gantry driving. Laser sensor must be installed on each gantry corner (totally four pieces)

Digital cameras shall be installed at the four corners, directed along the runways to provide visibility of runway obstructions. A monitor in the cabin shall provide a split-screen view of the two cameras pointed in the direction of travel when the gantry drives are energized.

Four mechanical limit switches should be installed at the internal and external side of the gantry (on all four corners) to prevent collisions with containers and tracks.

Additionally, two cameras installed at sill beam and camera monitor in cabin are to be provided to give view for the operator on truck lane operations.

2.2.21. BALANCE OF THE CRANE

Transformer house and the electrical house shall be in the opposite of the truck lane side (=access side) of the RTG providing optimal weight distribution. Battery pack set shall be located under the truck lane side sill beam.

Wheel loads, stability analysis and duty-cycle calculations showing the weight distribution during normal crane operation shall be submitted after the conclusion of the contract.

2.2.22. MAINTENANCE HOIST

An electric maintenance hoist with capacity at least 500kg mounted on a manual swivel jib is required on the trolley platform.

The hoist must raise each electromotor mounted on the trolley platform.

2.2.23. CRANE IDENTIFICATION NUMBERS

Crane identification number with required dimensions should be installed on the top of the crane both sides. As well around the four corners, additional labels should be installed to be able identification from the floor level.

Purchaser logo shall be installed on outside of both main girders, Logo size and colour to be provided and approved by purchaser in the phase after the conclusion of the contract.

2.3. STRUCTURAL SPECIFICATION

2.3.1. DESIGN - GENERAL

Configuration of the structural steelwork shall meet the stated dimensional characteristics. The structural design shall consider the most adverse loading combinations at rated capacity, maximum hoist, trolley, and gantry speeds, simultaneous operations with 100% speeds shall be considered.

Structural calculations shall be prepared using S.I. Units.

The calculations shall be based on the various conditions of the RTG working loads, superimposed loads, fatigue loads, inertia loads and wind loads, in conjunction with the dead loads on the structure.

The structural design shall consider the stiffness (sway) of the RTG and relative deflection of main structural components. The design shall minimize sway in the trolley and gantry travel directions and its effect on the operator under normal operating and E-stop conditions.

2.3.2. WIND LOADING

The operating and out-of-service wind pressure shall be as noted herein and applied based on F.E.M. 1.001 3rd Ed. requirements.

The entire Crane structure with all of its machineries, components, fittings, or accessories shall be designed and constructed to withstand following wind loading conditions:

- For Operation: Allow for wind loading of sustained wind speed of 25 m/s for safe load handling operation of the crane.
- For the stowed condition of the crane: A wind loading of wind speed up to 44 m/s shall be allowed for the condition that the crane is out of service and stationary without any tie downs and wheels chocked. The Stability Safety Factor under this condition shall meet FEM requirements.

2.3.3. FATIGUE LOADING

The structure shall be designed for the maximum fatigue conditions which can occur based on the eccentric load conditions of all possible combinations under the spreader beam with 41 t below the spreader in accordance with F.E.M. 1.001 3rd Ed requirements. The Supplier shall provide with the offer the proposed RTG load spectrum based upon minimum of 2.000.000 cycles.

For fatigue load design 30t concentric load, including impact effects shall be considered and the impact factor is 1.15 for calculation of structures and mechanisms.

2.3.4. ECCENTRIC LOADING

The design of the RTG shall consider an eccentric load of 41t under the spreader beam, with a maximum eccentricity of 1.22m longitudinally (gantry direction) and 0.3m transversely (trolley direction) measured from the plan centre of the container.

The eccentricity of the container shall not cause any horizontal drift of the container during hoisting/lowering motion.

2.3.5. CRANE GANTRY STRUCTURES AND TROLLEY RAIL

Main girders, legs and connection beams shall be of fabricated box construction. Material used for structural stiffeners shall be the same material as the plate to which it is attached.

All exterior welds in the main structure shall be continuous seal welds.

The connections between the legs and main girder beams are of bolted type. Pin joints are preferred between the legs and sill beams. Bolted joint design shall conform to the FEM. All bolted joints shall have the threads excluded from the shear planes.

The minimum thickness for load carrying structural plates, angles, flat bars and rolled sections shall be 8mm, including platform supports.

The crane structure is to be constructed such that water pockets are not formed in any member or at the intersection of members, and there are no unsealed blind areas where paint cannot be applied. Adequate drainage holes are to be provided where there is a tendency for water to collect. The trolley rails shall be accurately aligned according to the requirements of F.E.M. 1.001 3rd Ed.

Rails shall be welded type on the upper flange of both main girder beams.

Access from the operator's cabin to the girder sections shall be such that it offers the operator alternative safe access to the operator's cabin at any position of trolley travel.

2.3.6. STAIRS, ACCESS PLATFORMS AND LADDERS

All stairs, ladders, rungs and platforms have to meet EN 13586 crane access standard and F.E.M. rules.

All stairs, ladders, rungs and platforms must be hot dip galvanized.

Access to the cabin from the ground level shall be by ladder to the sill beam level followed by a stairway where the cabin platform and the final platform shall be at the same level.

Walkways, stairways and platforms shall be designed to avoid tripping, skidding, ducking or crawling. Clear headroom of 2.1m shall be maintained throughout the walkways, stairways and platforms. Special non-skidding treatment shall be applied for flat structural surface if used as walkways.

If parts of walkways, platforms, ladders, movable and foldable pieces could obstruct moving parts or surroundings (e.g. the trolley travelling path) then they should be monitored by a limit switch and interlocked with the drive.

Walkways, stairways and platforms shall be designed without need of harness.

Stairs shall be provided to allow ample and safe access to all sheaves, pins, wheels, carriers, ropes, machineries, switches and control equipment, etc., where preventive maintenance is necessary. At least 0,6m clear passage around any machinery shall be provided.

The height of handrails shall be 1,1m and an intermediate rail height 0,6m for a level walkway. The height shall be increased as necessary to ensure safety of passage. The handrail shall be constructed with pipe, all welded joints finished smooth to same diameter as the pipe, and continuous along walkways platforms and stairways. Adequate safety straps or bars shall be installed between the lowest safety hoop of a vertical ladder and handrail for landing wherever there is a wide clearance which may allow a person to fall.

On the side of cable reel and electric house the crane must be equipped with emergency ladder from the top of sill beam to the roof of electric house.

2.3.7. DEFORMATIONS

Deformations of the structure must be limited in such a way that there is no influence on travelling of the RTG; wear of the tyres shall not be unequal.

Deformation of members supporting mechanisms may not have an influence on the lifetime of the relevant mechanism.

2.4. ELECTRICAL SPECIFICATION

2.4.1. SCOPE OF ELECTRICAL WORKS

The offer must include the provision of cable reel type electric power supply, battery pack, all electrical systems, equipment, controls, materials, works and things of all kinds, as necessary for efficient completion, safe operation, and minimal maintenance.

2.4.2. GENERAL

All electrical equipment used on the RTG shall be of current design and will be selected to meet the arduous conditions imposed by all-weather marine environment.

All drives, control equipment and wiring installations shall be adequately rated to meet the duties imposed by the specified operating parameters. Protection against overloads, malfunction or misuse shall be provided.

Particular attention shall be made to the safety and comfort of operating and maintenance personnel and to the ease of access to all parts requiring routine servicing by maintenance personnel.

Where possible and practicable, units requiring removal for maintenance will be designed on a modular or "plug-in" basis.

Main Power Equipment

The main power drives, hoist, trolley and gantry travel shall be powered by cable reel.

The drive-in system shall be supplied complete with the cable reel unit.

Cable reel supply voltage is 400V, 3 phase, 50Hz, TN-C and the travel distance for the crane min. +/- 275 meters.

The cranes shall be equipped with manual plugin system so that the cable plug can be manually connected and disconnected when changing the stack.

Electrical devices shall be installed as required by applicable IEC and EN codes.

As back up for operations, gantry travel between stacks and for maintenance purposes, a battery pack system shall be provided.

2.4.3. MAIN CONTROL EQUIPMENT

Main control equipment shall be fully digital, microprocessor based and programmable.

The control system shall include, but not necessarily limited to, the following:

Main control:

- Fully digital, microprocessor based, programmable control.
- PLC for all sequencing and interlocking functions. Emergency protection functions shall be hard-wired.
- User-friendly status monitoring and fault diagnostic systems. Displays shall be provided in operator's cabin and in electrical equipment house.

Main drives (Hoist, Gantry, Trolley and Slewing):

- Digital frequency inverters for adjustable (4-quadrant) speed AC-drive: Siemens or equivalent
- open-loop control for gantry drives for smoother operations, close-loop control with speed feedback for other drives
- Solid state controllers for regenerative braking resistor systems

Providers shall clearly specify the number of inverters used in their design.

The frequency inverters for the control of the main drives, braking units, control relays, protection and distribution equipment shall be housed in an insulated, fabricated walk-in type electrical equipment house.

Inverters shall be designed for control of hoist, gantry, trolley and slewing motions.

With cable reel supply operation mode, the generated electricity during descending action of the crane the braking energy shall be fed back into the supply system. When the crane is operated in battery pack, the braking energy is supplied to braking resistor banks located on the crane. When the power source is the battery pack, a signal will be sent from the switchgear to the crane in order to use this resistor.

2.4.4. MAIN DRIVE SYSTEM

Main Hoist Mechanism

The hoist drive motion shall be driven by an AC motor, the speed of which shall be controlled by a frequency inverter. The controller shall allow the motor to run above base speed under light load conditions.

Drives shall be vector controlled with speed feedback by digital pulse encoders.

Deceleration shall be achieved by re-generative braking which slows down the drive to almost standstill condition prior to the holding brake being applied.

Trolley Travel Mechanism

The trolley travel mechanism motion shall be driven by an AC motor using a separate frequency inverter and control principle similar to that used on the hoist motion. Acceleration and deceleration shall be further controlled by processing the inverter control signals such as to introduce a ramp function.

Limits of travel shall be controlled by slow down and stop limit switches.

2.4.5. LIMIT SWITCHES

General

Limit switches shall be utilized for safety over-travel applications and shall be easily and quickly accessible for adjustment and maintenance. All limit switches shall be mounted on a uni-strut (C-rail) – non-corrosive material.

Special attention is drawn to the twist lock 'Locked' and 'Unlocked' signals from the proximity switches, which shall be 'fail-to-safe'. In order to avoid damage to the spreader and the container by lifting one end only, the proximity switches for 'Locked' and 'Unlocked' signal shall be individually connected to the PLC through an I/O module. When the PLC detects a short-circuited proximity switch on 'Locked' or 'Unlocked' the hoisting motion shall be immediately stopped. Further motion will be restricted to lowering only.

Alternatively, lever type limit switches may be used, two locked in series and two unlocked signals in series (NC-contact) wire to PLC.

Hoist Motion

The hoist motion shall incorporate the following safety functions:

- overhoist limit switch (up and down)
- hoist limit switch (up and down)
- overspeed protection
- overload protection

PLC shall be used to "smart" slowdown the hoist to up position and to down position. The intention of the limit switches shall be to ensure safe operation.

Trolley Traverse Motion

The trolley traverse motion shall incorporate a slow and stop limit switches for the extremes of travel. The deceleration and limits of travel shall be controlled by limit switches located on the trolley. PLC shall be used to "smart" slowdown the trolley at both ends of travel. The intention of the limit switches shall be to ensure safe operation. Absolute position encoder must be installed.

2.4.6. ELECTRICAL HOUSE

The power supply, PLC and control gear are housed in a totally enclosed weatherproof, thermally insulated (floor, walls and roof), floor electrically insulated, air-conditioned and heated walk-in electrical house. All electrical equipment inside electrical house is preferred to be installed in an open frame (IP00), provided with touch guards as necessary or main drives shall be located in closed cabinets with openable hinged doors.

The frame of the electrical room is of steel construction.

The electrical house must be mounted on the sill beam at the same side as the transformer room.

A hinged, outward opening, steel door of weatherproof construction shall be provided at one end of the electrical house for general access, fitted with heavy duty door handle and padlock. The top of the door shall be provided with glass window. A drip list is to be provided over the door.

One tinted safety glass window shall be provided in long side of the house to provide clear sight of the trolley, spreader and opposite side gantry bogies as well as to give natural lighting inside the house.

The electrical house is air conditioned to enable a temperature of 25-30 degrees C to be maintained at the specified ambient temperatures and relative humidity. In case of overheat, alarm for the operator must be provided.

2.4.7. MOTORS

All exterior mounted motors shall have at least IP55 ratings. Main drive motors shall be AC squirrel cage motors. All motors shall be fitted with anti-condensation heaters and excess temperature detection.

Motors must be sized both for peak torque, duty cycle requirements and according to FEM 3rd edition, booklet 5 – Electrical Equipment. The minimum rating and duty of the motors must be designated according to IEC 34-1 standard.

All motors must be special designed and constructed for outdoor use in marine salt laden air environment.

All motors must be designed and build to prevent water intrusion into the motors and on the other hand to allow moisture to come out of the motors.

The motors must be powered through inverters. The thermal rating of the motors must be suitable for continuous container handling operation.

2.4.8. FIXED CABLE SYSTEMS

All cables shall be of a type suitable for their location and adequate in rating and other electrical and mechanical characteristics for the duty expected of them.

The wiring size must be based on EN regulations.

The contractor shall ensure that all heavy current low voltage power cables are sized to include suitable de-rating for the temperature and space factor. The mixing of control wires and power wires is not be acceptable.

All the wires shall be run in trunking, conduit or stainless steel or hot dip galvanized cable trays with cover except those wires used in moving application. Any other way of protection shall be approved by buyer after the conclusion of the contract. Excess / slack cables shall be provided at all bend points of the cable installation to allow for expansion / contraction of the cable trays. All the wire run through holes and openings of structure shall be protected from insulation damages due to mechanical contact with structures. Control and signal wires (including encoder cables) shall be separated from power wires and routed through flexible conduit to avoid any interference causing false signals. Multi-core cables may be run on cable trays or raceways with adequate cable

clamps, and covered with sunshield and mechanical protection covers.

All conductors shall be numbered with numbers or colour coded.

Cable cores must be terminated with appropriate purpose made lugs and fixtures and identified with purpose made isolated ferrules. Each wire shall be fitted with terminal lugs and marked at both ends with ferrule with number corresponding to the number in schematic diagram.

All cables shall be permanently marked or numbered to agree with the cable schedules and circuit diagrams and conductors' sizes shall be adequately rated for their intended duty and protection devices, all wiring and electrical practices shall be to European Wiring Regulations or other internationally recognised Standards.

Wiring on the trolley, head-block and spreader shall be designed to withstand continuous vibrations and impacts.

2.4.9. ENERGY CHAIN AND SPREADER CABLE

Energy Chain

Supplies to the moving trolley shall be by energy chain system so positioned to avoid contact with the RTG structure and trolley under any circumstance. Acceptable suppliers for the energy chain system is Igus. The energy chain must be equipped with floating head and stainless steel guide channels.

There shall be a minimum number of cable sizes and 10% of cores.

Energy chain must be equipped with fiber optics.

Energy chain must be equipped with:

- Smart push / pull force detection system integrated into the crane PLC.
- System for monitoring the cable tensile force integrated into the crane PLC.

Spreader cable

Supplies of the spreader shall be by means of a multi core cable arranged to coil and uncoil in a cable tub in accordance with the cable manufacturer's specifications. A minimum of 10% spare cores shall be provided. The cable provided must be suitable for operation in design operating wind conditions.

The spreader cable must be equipped with minimum 8 fiber optics cores.

2.4.10. OPERATORS CONTROLS

The controls shall be arranged to enable the operator to always maintain efficient and safe control through a joystick controller and conveniently placed levers and selector switches.

Step less control shall be provided in each direction from the joystick controller and movement to a central position shall give a neutral condition to all circuits. A mushroom head emergency stop button shall be provided in the operator's console so connected to stop all motions.

The general arrangement of the operator's controls shall be to the approval of the purchaser.

2.4.11. MISCELLANEOUS ELECTRICAL EQUIPMENT

Load indication system shall be provided in operator's panel in the cabin.

Audible alarms Brigade BBS 107 white sound smart reversing alarm and flashing yellow or orange LED lights shall be installed at all four corners of the RTG to operate whenever the gantry motion is in use.

A loudspeaker system between the cabin and the roadside sill beam shall be provided.

Auxiliary power supply sockets 230V AC should be available at the cabin, trolley, ground level, electric room, cable reel level, battery house, etc.

Purchaser communication system and operations computer terminal will be installed at the cabin, auxiliary power supply 24V DC and 12 V DC. Provisions for mounting shall be available for such equipment.

2.4.12. EMERGENCY STOPS

Emergency stop buttons shall be provided where necessary to shut the RTG down and set all mechanical brakes to safeguard personnel and protect the RTG. As a minimum this should include the trolley, the electrical house, operator's console, both sides of the RTG at ground level, cable reel system, and at the battery pack.

2.4.13. LIGHTING

2.4.13.1. Floodlights

Lighting system for the RTGs shall be designed to provide sufficient illumination to all work areas (min 100 Lux) of the RTGs. Preferred producer is Nanhua, Phoenix, Disano. The colour temperature must be maximum 3000K, CRI \geq 80, IP65. All the lighting system must be in accordance with the regulation of light pollution in Slovenia.

RTG lighting shall consist of LED floodlights (150/300 Watts) mounted to the both sides of main girders and trolley providing at least 100 Lux on ground level under crane.

For maintenance purposes all light fittings shall be fully accessible from walkways or access platforms (without using harness or manlift).

Light switches shall be gathered in several convenient locations to allow centralized control. At least two On/Off control switches for all the operational lights shall be located at near the panel house where close to the operator's passage and in operator's cab to allow switching from either location. The switches for lighting system must be also on ROS desks.

2.4.13.2. Walkway lights

Walkway lighting system for the RTGs shall be designed to provide sufficient illumination to all areas where person can walk on the RTGs. Preferred producer is Nanhua, Phoenix, Disano. The colour temperature must be maximum 3000K, CRI \geq 80, IP65. All the lighting system must be in accordance with the regulation of light pollution in Slovenia.

Lighting shall consist of LED walkway lights mounted on all platforms, stars and walkways around the crane.

For maintenance purposes all light fittings shall be fully accessible (without using harness or manlift).

Light switches shall be gathered in several convenient locations to allow centralized control.

2.4.13.3. Maintenance lights

Maintenance lighting system for the RTGs shall be designed to provide sufficient illumination to all maintenance areas of the RTGs. Preferred producer is Nanhua, Phoenix, Disano. The colour temperature must be maximum 3000K, CRI \geq 80, IP65. All the lighting system must be in accordance with the regulation of light pollution in Slovenia.

Lighting shall consist of LED maintenance lights mounted on trolley platform, cable reel platform, ground level on manual plug side.

For maintenance purposes all light fittings shall be fully accessible (without using harness or manlift).

Light switches shall be gathered in several convenient locations to allow centralized control.

2.4.13.4. Emergency lights

All cranes must be equipped with emergency lighting system. All lights must be LED type. The locations of emergency lights must be at least Operators cabin and e-Room.

2.4.13.5. Automated operation lights

All cranes must be equipped with blue colour lighting system which indicate remote/automated operation of the crane. All lights must be LED type. Position and number to be agreed with Port of Koper.

2.4.14. PLC AND CRANE MANAGEMENT SYSTEM (CMS)

Programmable Logic Controller (PLC) shall be used to perform the logic function on the RTG. Major drive controls for main hoist, trolley traverse and gantry travel shall be full digital control and performed by PLC.

PLC and control system

- Access to PLC source code must be provided

- Logging of Messages for lifetime
- Logging of each Overload with weight and drive positions for lifetime
- Load counter / Fatigue monitoring
- Black Box / Trace tool / Post mortem analysis tool
- Supply of Service / Programming laptop with all required SW with licences
- PC Keyboards must be Slovenian language

Source code provided shall not include any software protected by IPR (Intellectual Property Rights).

Crane Management System computer (CMS) shall be installed in electrical house on the RTG working in conjunction with the PLC. This shall provide continuous monitoring, diagnostics, data collection and alarm history on the crane. Displays for monitoring and diagnostics shall be provided in operator's cabin.

All texts appearing in operator's displays should be written in local language (Slovenia) and English (operator can choose which language he will use). Modification and redesigns of the operator messages and screens will be adequate to the understandable level of operators after commissioning period.

Following functionalities and data shall be available in operator's panel in the cabin:

- General information and status of the cranes
 - Weight of the load
 - Distance of spreader from ground level
 - Position of the trolley; distance from the parking position or relative distance from any given position
 - Spreader trim
 - Spreader skew position and fine positioning status
 - Drive status (may also be in CMS in the E-House)
- Instructions to operators
- Event, Alarm and fault messages
- Maintenance and service information interface
- Information of production (moved containers...) (may also be in TOS/CMS)
- Bypass functionalities (Bypass is password protected) (may also be in CMS in the E-House)
 - Hoist load cells
 - Hoist Overload
 - Limit switches (Trolley gates, Ladders, Shore power)
 - Anti-collision – laser scanners in front of the bogies.
 - Motors (gantry and trolley) – brake supervision
 - Bogie encoders

CMS computer in the E-room must have following functionalities:

- All functionalities from operators panel in the cabin
- Installed all necessary Software with the licenses for monitoring and programming all equipment installed on RTG (PLC, frequency inverters...)
- On CMS computer all alarms, events and bypasses must be recorded.
- CMS computer must have the possibility to check the history of all alarms, event and bypasses.
- CMS computer must have the reporting functionality including.
 - Energy measurement
 - Maintenance and production counters
 - All energy measurement data from RCMS shall be saved in SQL database and integrated in the energy efficiency system ENIS of Port of Koper

2.4.15. REMOTE CRANE MANAGEMENT SYSTEM (RCMS)

Remote crane management system shall be included, installed in office building with online connection to RTG.

Remote CMS shall have overall terminal map view and crane locations are shown in this map. Individual crane CMS can be accessed thru the RCMS.

Remote CMS shall have same functionalities and reporting available as in on-board CMS. Also following functionalities must be included:

- crane statistic (working hours, number of containers picked up and down, energy consumption...)
- creating reports for different time and date and different criteria like energy consumption, number of containers...
- all this data must be stored and available on RCMS also if RTG is not working.

2.4.16. AUTO STEERING, AUTO STOP AND CONTAINER POSITIONING SYSTEM

Automatic gantry steering system shall be provided with each RTG. The system shall eliminate the need for the operator to steer the machine: however, the system shall allow the operator to "take over" the controls as he may require. The system shall require no ground civil works and shall guarantee a maximum ± 10 cm lateral deviation from the runway axis with automatic shutdown occurring at predetermined distance from the runway axis.

A Container position detecting system shall be provided. The system shall be capable of detecting gantry, trolley and spreader positions accurately in order to support establishment of container location with a maximum error of ± 15 cm when spreader twistlocks are activated. It shall also be able to interface the Tideworks TOS system.

An autostop system shall be provided. The system shall be capable of stopping the gantry and/or trolley position accurately in order to eliminate the need for the operator to move back and forth for final positioning. It shall also be able to interface the Tideworks TOS system.

The autosteering, autostop and container positioning system shall be fully compatible with terminal existing system.

2.4.17. STACK COLLISION PREVENTION SYSTEM

Stack collision prevention system shall be provided to reduce the risk of collision with containers. The system shall constantly monitor the distance between the spreader and the stacked containers in the direction of trolley movement. When the distance between the trolley and the container stack goes below a predefined safe distance, the crane will reduce the trolley speed to try to avoid the collision.

Laser scanners shall be installed on the trolley, and they constantly read the stack profile as the trolley moves. The system shall detect both 20ft, 40ft and 45ft containers in the same stack. The stack collision prevention system must be approved by buyer after the conclusion of the contract.

2.4.18. TRUCK LIFTING PREVENTION SYSTEM

Truck lift prevention system (TLPS) must prevent the operator from hoisting / lifting a container if it detects that a container is still attached to a truck trailer. The system must be designed as an assistance system only.

The cranes must be equipped with Multi-Layer LiDAR Scanner and dedicated IPC. During the lifting of the container from external truck, the measurement system tracks both the container and the chassis structure. The function initiates tracking when a container is picked up and the twist lock status changes from unlocked to locked. Once activated, the function collects and analyses data in the lane to determine the validity of the lift. The function will stop if a result is determined, the spreader leaves the lane, or the container is released. If the chassis and container move upwards together, the measurement system detects this unintended lifting of the chassis and sends an alarm signal to the crane PLC. The PLC can then stop the hoist movement to prevent damage or accidents. The truck lifting prevention system must be approved by buyer after the conclusion of the contract.

2.4.19. AUTO TRUCK GUIDING SYSTEM

Cranes must be equipped with auto truck guiding system. System must:

- automatically guide the truck on how to position accurately under the RTG in line with the bay,
- automatically guides to reverse when the truck has passed the target position in line with the bay,
- enables faster truck handling without gantry inching,
- prevents spreader hoist motions if truck cabin is detected below.

System must be equipped at least with:

- cabin detection - to prevent trolleying and hoist to the truck lane when cabin detected in danger zone,
- minimum of two displays (panels) for providing information to truck drivers
- RFID readers to identify the correct truck,
- 2 x multilayer LiDARs on maintenance platforms.

The auto truck guiding system must be approved by buyer after the conclusion of the contract.

2.4.20. TRUCK IDENTIFICATION (RFID)

Each RTG crane shall be equipped with one or more RFID readers installed on the crane leg(s) facing the truck loading lane, with read range and antenna orientation sufficient to reliably detect RFID tags on trucks positioned in the loading area under normal operating conditions.

The RFID-based truck identification serves as the primary mechanism for confirming the truck matched to a work order, since no OCR-based truck identification system is installed under this tender. The RFID reader output shall be integrated with the crane middleware and made available to the TOS interface as part of the truck arrival confirmation defined in the work order lifecycle.

The RFID system shall support widely used industrial RFID standards (e.g. UHF Gen 2 / EPC global Class 1 Gen 2) and shall be configurable to the standard adopted by the Purchaser. The RFID tag format and the mapping between RFID identifier and truck or equipment in the TOS shall be agreed

with the Purchaser prior to delivery. The supplier shall also support the future inclusion of additional RFID-tagged equipment (e.g. internal terminal vehicles) within the same identification scheme.

2.5. AUTOMATION, IT INTEGRATION AND CYBERSECURITY

This chapter defines the requirements for the integration of the RTG cranes into the Purchaser's IT and operational environment, as well as requirements for cybersecurity, integration with the existing Terminal Operating System (TOS) and the implementation of the crane middleware layer. The requirements apply in addition to all other requirements of this technical specification and are binding for the supplier.

2.5.1. TOS INTEGRATION ARCHITECTURE

Each RTG crane shall be integrated with the Purchaser's TOS via a dedicated crane middleware layer (hereinafter referred to as Crane Middleware – CMD/KMD). The middleware shall be supplied as part of the crane scope and shall be capable of exchanging data with the TOS in near real-time. The interface architecture shall fulfil the following minimum requirements:

- The crane middleware shall provide persistent storage for all operational data, ensuring data integrity, durability, and recoverability. The supplier shall deliver and dimension all required infrastructure (compute, storage, database) as part of the system, sized for the projected operational load
- a dedicated interface database shall be used for the exchange of jobs, work orders, statuses, events and acknowledgements between TOS and the crane middleware;
- the internal time reference of all crane IT/automation components shall be UTC; conversions to local time shall be made on the presentation layer only;
- the supplier shall provide an emulator/simulator capable of reproducing the full behaviour of the crane interface for integration testing without the physical crane;
- the architecture shall be capable of handling multiple cranes connected to a single TOS instance, with each crane uniquely identified.

2.5.2. RESPONSIBILITY SPLIT BETWEEN THE TOS AND CRANE MIDDLEWARE

The functional responsibility shall be split clearly between TOS and the crane middleware. TOS is the decision-making and yard-planning system; the crane middleware is the executor and the source of feedback. The supplier shall fully respect this split in the implementation.

- TOS shall issue and prioritise all work orders, decide on yard moves and define source and destination locations;
- the crane middleware shall execute the work orders received from TOS, drive the crane control system accordingly and report the actual execution and any deviations back to TOS;
- no autonomous decision concerning yard planning shall be taken on the crane side.

2.5.3. FUNCTIONAL INTEGRATION REQUIREMENTS

The integration shall support, as a minimum, the following job types and source/destination categories:

- MAIN jobs (loading and discharging containers from/to trucks and yard stacks);
- SHIFTING jobs (housekeeping moves within the yard);
- TRAVEL jobs (positioning of the crane within the yard without a container);

- twin lift operations: both containers shall be reported as separate units to TOS, with their respective source and destination locations and identifications.

2.5.4. INTERFACE DATA MODEL AND HEARTBEAT

The interface data model shall include, as a minimum:

- yard job list with priorities, deadlines and twin/single lift indication;
- work orders with unique identifiers, container identifiers, source and destination locations, and operational attributes (weight, ISO code, hazardous indicator, reefer indicator, etc.);
- status updates for each work order during its lifecycle;
- event and exception messages with timestamps in UTC;
- acknowledgement messages between TOS and the crane middleware.

A heartbeat signal shall be exchanged between the crane middleware and TOS at a maximum interval of 15 seconds. Loss of the watchdog for longer than the defined timeout shall trigger a defined fail-safe behaviour on both sides, including notification to the operator and to the central monitoring.

2.5.5. COMMUNICATION FLOW AND WORK ORDER LIFECYCLE

The work order lifecycle shall implement the following statuses, exchanged between TOS and the crane middleware:

- READY – work order received by the crane middleware and ready to be activated;
- ACTIVATED – work order selected by the operator (or by automation) and being prepared for execution;
- WORKING – the crane is physically executing the work order;
- COMPLETED – the work order has been executed exactly as planned;
- COMPLETED_DIFF – the work order has been completed with a deviation (different destination, weight discrepancy, alternative container, etc.), with the deviation fully described in the message.

Each status change shall be timestamped in UTC and shall be reported to TOS without unnecessary delay. The supplier shall provide the full interface specification document for review and approval by the Purchaser and by the TOS supplier prior to integration testing.

2.5.6. EXCEPTION HANDLING AND DEVIATIONS

The interface shall support structured exception and deviation handling. Each exception shall include a unique code, a human-readable description and, where applicable, the affected work order. Typical exceptions include refused jobs, manual overrides by the operator, equipment faults, communication losses and operational deviations (different container picked or dropped, etc.). The crane middleware shall not silently absorb deviations; all deviations shall be reported to TOS through the defined messages.

2.5.7. SIMULATION ENVIRONMENT FOR INTEGRATION TESTING

The supplier shall provide a simulation/emulation environment that reproduces the behaviour of the crane interface in a representative manner. The environment shall be deliverable to the Purchaser and to the TOS supplier and shall support end-to-end testing of TOS integration without the need for the physical crane.

The simulation environment shall be used as a basis for Factory Acceptance Test (FAT) of the integration and shall remain available for regression testing during the warranty period and during the lifetime of the cranes.

2.5.8. COOPERATION WITH TOS SUPPLIER

The Purchaser uses the Tideworks TOS (Mainsail/Spinnaker product family) as Terminal Operating System. The supplier shall cooperate with the TOS supplier during the interface design phase, during FAT and SAT, during commissioning and throughout the warranty period.

All interface documentation (message catalogues, data models, examples, error codes, sequence diagrams) shall be provided to the Purchaser and, with the Purchaser's authorisation, to the TOS supplier, in English.

2.5.9. CYBERSECURITY AND NETWORK ARCHITECTURE

The supplier shall implement a defence-in-depth approach for all crane IT and OT components. The cybersecurity solution shall be based on widely recognised standards (IEC 62443 for industrial automation, ISO/IEC 27001 for information security, NIS2 where applicable as a supplier of an essential or important entity).

The network architecture shall include, as a minimum:

- clear separation between OT (control, PLC, drives) and IT (TOS interface, management, monitoring) networks;
- a dedicated demilitarised zone (DMZ) for all external connections;
- industrial firewalls between OT, IT and DMZ zones;
- hardening of all operating systems and network components based on CIS Benchmarks or equivalent manufacturer hardening guidance;
- disabling of all unused services, protocols and ports;
- anti-malware protection on all general-purpose computing devices, where technically feasible without impact on real-time operation.

2.5.10. ACCESS CONTROL, AUTHENTICATION AND AUTHORISATION

Access to all administrative interfaces (PLC engineering stations, servers, switches, routers, remote access gateways, crane middleware databases) shall be controlled by multi-factor authentication (MFA) and role-based access control (RBAC). Shared accounts shall not be used. Default passwords shall be changed before delivery; password policies shall comply with the Purchaser's policies and applicable standards.

2.5.11. MONITORING, LOGGING AND AUDIT TRAILS

All security-relevant events (logins, configuration changes, privilege escalations, network connections, firewall denials, anti-malware events, PLC events where supported, etc.) shall be logged with timestamps in UTC. Logs shall be retained locally for a minimum agreed period and shall be exportable in standard formats (e.g. Syslog, Windows Event Forwarding) to the Purchaser's SIEM.

The supplier shall provide the logging interface description and a complete catalogue of events, including event identifiers, descriptions and severity classification, to support integration into the Purchaser's SOC.

2.5.12. BACKUP RECOVERY AND BUSINESS CONTINUITY

The supplier shall implement backup procedures for all crane IT components, including the crane middleware database, configuration of PLCs, drives, network devices and any other component required to fully restore the crane to its operational state after a failure.

The backup solution shall meet the following minimum requirements:

- automated backup according to a defined schedule;
- backups stored on a redundant medium, separate from the system being backed up;
- declared Recovery Point Objective (RPO) and Recovery Time Objective (RTO) values for each system;
- documented recovery procedures, validated at least once per year by a full restore test;
- encrypted backups where personal data, credentials or other sensitive information is involved.

2.5.13. ENVIRONMENT, CHANGE AND RELEASE MANAGEMENT

The supplier shall maintain separate environments for test, user acceptance testing (UAT) and production of all crane IT and software components. No changes to the production environment shall be made without prior validation in the test/UAT environments and without the formal approval of the Purchaser.

A documented change and release management procedure shall be in place, including rollback capability for every release. All changes shall be logged with author, time, description and approval reference.

2.5.14. NON FUNCTIONAL REQUIREMENTS, TIME SYNCHRONISATION AND DATA PORTABILITY

All crane IT/automation components shall synchronise their time with the Purchaser's time source using NTP or PTP. UTC shall be used as the internal time reference; local time shall be applied only at the user interface level.

All operational and integration data produced by the cranes (work order history, events, performance data, logs, configuration data) shall be the property of the Purchaser. The supplier shall provide documented export procedures and open or well-documented data formats to allow the transfer of all such data to a different operator or integrator at the end of the contract, without dependency on proprietary tools that would not be available to the Purchaser.

2.5.15. REMOTE ACCESS, LICENSES AND THIRD-PARTY COMPONENTS

Remote access to crane systems for maintenance purposes shall be provided exclusively through the Purchaser's jump server with MFA, time-limited sessions and full session logging. No permanent outbound connections from crane systems to the supplier or to third parties shall be established. Any deviation requires prior written approval of the Purchaser.

The supplier shall provide, prior to the Site Acceptance Test, a complete inventory of all third-party software components used in the crane IT/automation systems, including their versions, licenses, and announced end-of-life (EOL) and end-of-support (EOS) dates. The supplier shall keep this inventory updated during the warranty period and shall notify the Purchaser in advance of any change affecting the EOL/EOS status of relevant components.

2.6. YARD CRANE SCHEDULER

This chapter defines the requirements for the Yard Crane Scheduler, which is included in the scope of this tender as item 4 of the "Tender Bill of Quantities" OBR-1a. It is executed as a separate phase, after the operational delivery and acceptance of the RTG cranes specified in the previous chapters.

The bidder shall commit in this tender to the technical capability described in this chapter. The detailed activation, installation and Site Acceptance Test of the Yard Crane Scheduler shall be performed according to a separately agreed schedule between the Purchaser and the supplier.

The RTG cranes delivered under the main scope of this tender shall be technically prepared for the future activation of the Yard Crane Scheduler from the moment of delivery, without requiring substantial hardware modifications in the execution of item 4. The functional and integration requirements defined in the chapter on Automation, IT Integration and Cybersecurity (TOS integration, crane middleware, interface data model, time synchronisation, cybersecurity) form the technical foundation of the Yard Crane Scheduler and shall be fully respected.

2.6.1. EXECUTION AND READINESS REQUIREMENTS

The supplier shall, as part of this tender:

- commit to the technical capability to deliver, install and commission the Yard Crane Scheduler as described in this chapter;
- ensure that the RTG cranes are delivered in a state that is technically ready for the future activation of the Yard Crane Scheduler, including the necessary interfaces, computing resources and middleware functionality;
- support the Purchaser in defining the detailed schedule and acceptance procedure at the time of activation.

2.6.2. OPTIMISATION FUNCTIONALITY

The Yard Crane Scheduler shall continuously plan and assign container moves across the cranes operating within a defined yard block. The Scheduler shall generate feasible, optimised execution plans, including task assignment to individual cranes and execution order, and shall update these plans continuously based on the current operational situation.

The Scheduler shall operate under a configurable processing time budget per planning cycle, ensuring that optimisation never delays crane operations. Within each cycle, the Scheduler shall evaluate multiple candidate solutions and return the best feasible plan found within the allotted time.

2.6.3. MULTI-CRANE COORDINATION

The Scheduler shall natively support yard blocks where multiple cranes share a common gantry rail. As a minimum, the following shall be enforced:

- anti-crossing constraints between cranes;
- configurable safety clearance buffers;
- occupied-band tracking across each crane's planned move sequence;
- coordination of give-way movements between cranes to avoid deadlocks.

Physical collision avoidance and other crane-level safety functions remain the responsibility of the crane control system and PLC, as defined in the previous chapters.

2.6.4. JOB PRIORITISATION AND OPTIMISATION OBJECTIVES

The Scheduler shall balance competing objectives through a configurable, weighted multi-objective cost function. As a minimum, the following objectives shall be supported, with weights that can be tuned independently by the Purchaser:

- prioritisation of main work area (e.g. vessel operations vs rail operations vs truck operations,...)
- truck wait time minimisation; truck type and priority (e.g. vessel loading/discharging vs. internal trucks);
- escalation of overdue trucks exceeding defined waiting-time thresholds;
- gantry travel distance minimisation;
- total plan duration minimisation;
- housekeeping (unproductive re-stacking) minimisation;
- inter-crane interference minimisation to reduce future conflicts.

2.6.5. HOUSEKEEPING HANDLING

Where the TOS provides housekeeping moves as part of the overall yard planning, the Scheduler shall integrate them into the execution plan. Where the TOS does not provide them, the Scheduler shall be capable of generating housekeeping moves based on configurable rules considering, as a minimum:

- distance to available slots;
- current and target stack heights;
- avoidance of burying containers that are already on the job list;
- preference for keeping container stacks as level as practical.

Where a target container is blocked by other containers, the Scheduler shall plan the required housekeeping moves proactively and execute them where possible during idle capacity or in advance of the target job becoming urgent, in order to minimise last-minute re-handling.

2.6.6. DECISION POINTS AND CONTINUOUS RE-PLANNING

The Scheduler shall continuously update its decisions at defined decision points. As a minimum, re-planning shall be triggered by:

- completion of a work order;
- arrival or departure of a truck at the target location;
- a crane becoming available for or unavailable to the operation;
- changes to the job list received from the TOS;
- manual operator interventions and operational exceptions.

2.6.7. INPUT REQUIREMENTS AND TOS INTERFACE

The Scheduler relies on the TOS as the source of yard planning data. The interface to the TOS shall be the same interface defined for the crane middleware in the chapter on Automation, IT Integration and Cybersecurity. The TOS shall provide, as a minimum:

- a job list with a configurable look-ahead horizon (typically 15 to 60 minutes);
- job attributes including container identification, source and destination locations, twin lift indicator, priority and operational flags;
- truck arrival status indicating whether the truck matching a job has arrived to the target location;
- status acknowledgements and updates per the work order lifecycle defined in the previous chapter.

The Scheduler shall not initiate the productive part of a work order before the corresponding truck has been confirmed to be ready at the destination, except where explicitly defined as a housekeeping or preparatory move.

2.6.8. OPERATING CONSTRAINTS AND COMPATIBILITY

The Yard Crane Scheduler shall operate within the following constraints, which shall be respected by both Phase 1 (crane delivery) and Phase 2 (Scheduler activation):

- side-feed yard operation with fixed container yard, applicable to RTG configurations as specified in this technical specification;
- all cranes within a scheduler-managed block shall be connected to the supplier's crane middleware; no third-party equipment shall operate in the same block outside the Scheduler's optimisation scope;
- the Scheduler shall be capable of managing a block containing all four RTG cranes specified in this tender, or sub-blocks thereof, as defined by the Purchaser at the time of Phase 2 activation;
- the Scheduler architecture shall be scalable to allow the future inclusion of additional cranes in the same or adjacent blocks, subject to the same connectivity and middleware requirements.

2.6.9. ACCEPTANCE, TESTING AND DOCUMENTATION

The scope of item 4 a shall include also a Site Acceptance Test demonstrating the Scheduler's functionality on the delivered RTG cranes under representative operational scenarios agreed with the Purchaser. The supplier shall provide complete documentation of the Scheduler, including its functional description, configuration parameters, cost function weights, integration interfaces, and operational manuals, in English.

The supplier shall also provide, where applicable, a simulation or emulation environment supporting the testing of the Scheduler with the delivered cranes prior to Site Acceptance Test, consistent with the simulation requirements defined in the previous chapter.

2.7. MANUFACTURING, TESTING AND ACCEPTANCE

2.7.1. PROJECT PROGRAM

Supplier shall submit complete project management program covering all aspects of design, manufacturing and quality assurance programs of the parts and the full project. Project program shall indicate details of work breakdown.

2.7.2. INSPECTION AND TESTING DURING MANUFACTURE

The tests to be carried out during manufacture shall be in accordance with the requirements of the manufacturer, relevant F.E.M. Statutory requirements and approved by the Purchaser after the conclusion of the contract.

2.7.3. MATERIAL

The whole of the materials and articles incorporated in the work shall be new and unused and to the satisfaction of the purchaser. All materials shall be of current design and of recent manufacture.

The supplier shall maintain material traceability for all structural members from the mill source through all manufacturing processes. Original mill test reports, showing conformance to all specified requirements, shall be furnished for all material.

Materials will be chosen in accordance with the specifications and the relevant rules of FEM.

Material used for structural stiffeners shall be the same material as the plate to which it is attached.

The minimum thickness for load carrying structural plates, angles, flat bars and rolled sections shall be 8mm, including platform supports.

2.7.4. STANDARD SPECIFICATION

Unless otherwise specified herein, any materials or articles to which F.E.M. 1.001 3rd Ed. specifications can apply shall be supplied in accordance with the provisions of all such standards and their addenda and any modifications thereof.

2.7.5. PLATES BARS AND CASTINGS

All plates, bars and sections shall be well and cleanly rolled to the full sections, free from cracks, surface flaws, laminations, roughness and other defects. All forgings and castings shall be sound, clean, fair, and free from flaws and blowholes. All steel castings shall be properly annealed.

2.7.6. DESCRIPTIVE PLATES

All description plates attached to the RTG's shall be written in Slovenian language.

In addition to the description plates, RTG's shall carry all plates and indications as requested by the CE Machinery Directive.

2.7.7. WELDING

All welding shall be carried out by qualified welders EN 287-1, AWS D1.1 or other purchaser approved welding codes.

All welders shall be EN or AWS certified by an independent testing laboratory for the material, process and type of weld being performed. Copies of the testing procedures, welders' qualification certificates and welding procedures shall be made available to the purchaser on demand.

Welds installed using unqualified procedures or welding performed by non-certified welders will be subject to removal at the supplier's expense.

All welds shall be of sound construction and of the dimensions shown on the drawings or specified. They shall be free from porosity, slag inclusions, undercutting and other defects and shall be of clean and regular appearance throughout, and the execution shall be such as to ensure that the parts connected are properly aligned and positioned, free from distortion and so fixed together as to produce a homogeneous section of the correct dimensions.

2.7.8. NON-DESTRUCTIVE TESTING OF WELDS

The supplier shall be responsible for carrying out of non-destructive testing of welds on completed members and joints per the applicable EN, AWS or other purchaser approved welding codes for dynamically loaded structures.

All welding deficiencies shall be repaired per the applicable welding codes for dynamically loaded structures.

2.7.9. PROTECTIVE COATS

The Protective coats procedure to be carried out in accordance standard SIS 05 59 00 -1967, with the requirements of the manufacturer, statutory requirements and approved by the purchaser with following criteria.

The work includes the requirements to provide the coating with all pre-finishing work, accessories, auxiliary materials, and equipment required to finish the surfaces.

Metallic surfaces of the crane shall be painted or corrosion protected except for nameplates, marine corrosion-resistant stainless steel and wearing or internal surfaces of mechanical parts.

Exterior paint system - exterior surfaces

Coat	Type	Thickness
First Coat	Zinc Rich Epoxy	40my - 60my
Intermediate Coat	Epoxy Primer	140my -150my
Third Coat	Polyurethane paint	50my - 70my
Total dry film thickness (nominal)		Min. 250my

Sealed members

Interior surfaces of sealed members will not be painted.

Surface treatment of walkways, ladders and platforms

All walkways, ladders and platforms will be hot dipped galvanized. The galvanization must be done according to ISO 1461:2022.

Standard buyout components

For standard buyout components, the manufacturer's standard paint system will be used, if he can demonstrate that the paint system used is compatible with the specified marine environment.

Field painting

Field painting shall consist of touch-up work only. Special attention need to be given to areas where burning or welding has damaged the shop paint. Areas requiring touch-up will be those scuffed, chipped, burned, or otherwise damaged during shop disassembly, shipping and field assembly. Paint must be feathered to blend colour and will match without noticeable difference in shade.

2.7.10. COMMISSIONING TESTS AND REPORTS

2.7.10.1. General

The supplier shall carry out at the purchaser's site full commissioning tests to verify that the RTG's are fit to operate. These tests, shall include, but not be limited to the following:

The testing procedure is be approved and monitored by the purchaser:

- pre-operational inspection and testing
- No-load operation and testing
- Load testing
- Endurance Test

After the above tests are completed, the RTG shall be put into intensive use in actual container operation or in simulation with RTG handling rated load for a continuous period of 8 hours. Entire test shall be breakdown free where the operator or a technician is not called upon to reset any fault.

Reports

Accurate and complete reports of all testing shall be prepared. Such reports shall record all the information checked during the test.

Pre-Commissioning

All motions must be tested (excluding gantry), speeds, accelerations and loads at erection side. Employer shall cover all costs related to its own personnel witnessing testing.

After the confirmation of the pre-commissioning test from Port of Koper the each crane can be transported from erection site.

Commissioning personnel

The same commissioning engineer must carry out the work from the start of commissioning until the handover of all cranes + specified support period.

The supplier can request the replacement of technical personnel in a timely manner (and states the reason) and obtains Port of Koper written approval. The supplier must ensure the complete transfer of all necessary information between the technical personnel (commissioning personnel).

Final acceptance testing

The test procedure document will be provided to the contractor at least 3 months before starting of erection the cranes. The Port of Koper reserves the right to appoint an external consulting company to carry out the final acceptance testing.

Before the final acceptance test begins, the contractor must complete and successfully perform full testing of all cranes in accordance with the provided test procedure, by himself. Written test results must be submitted prior to the start of the final acceptance test.

a. Pre-shipment inspection and test on completion protocol

No later than two (2) months before the shipping date of the first crane(s), the contractor must submit to the Port of Koper for his approval a pre-shipment test and test on completion protocol. The testing procedures must be in the form of the pre-shipment inspection and test on completion protocol as provided with the contract agreement and must contain detailed field and function check procedure to fully demonstrate the specified requirements and the suitability of the crane for container handling operations. The procedure must describe the tests to be performed, the indications to be measured and the method by which they are measured. It must contain the design or acceptable values of each measurement along with blanks in which the tester can enter the measured values.

Provision must be made within the procedure for the tester and the Port of Koper representative to initial and date each separate test.

The testing procedures must be duly completed by the contractor following each individual test or each series of tests conducted at the Vendor's facility and at site. Where necessary the Port of Koper representative shall verify the results.

The Vendor must submit the completed pre-shipment inspection section of the protocol before loading of the respective crane on to the vessel.

b. Site inspection and tests

Test on completion

The cranes and other works must be verified at site as operational and safe under any load conditions prior to the tests on completion.

The tests on completion will be as defined in the approved pre-shipment inspection and test on completion protocol. The contractor must show the purchaser by documentation or by physical demonstration (in either case as determined by the purchaser) that all functions of the crane(s) or other works are safe and conform to the agreement. The contractor must correct or modify whatever aspect is found unsafe. The crane(s) and other works must pass the statutory tests, which will be carried out and witnessed by the purchaser's representative.

Proof load test

The proof load test forms part of the tests on Completion. The crane(s) must be required to undergo a test to demonstrate the stability of the crane(s). The proof load must comply with country law and must be at 110% of maximum lifted load for the dynamic test and 125% of maximum lifted load for the static test. Details of the proof load test will be as defined in the approved pre-shipment inspection and test on completion protocol.

The contractor must be responsible for the issuance of a proof load certificate from an inspection authority acceptable to the local authorities in Slovenia.

The test load for the proof load test will be provided by the purchaser.

Endurance test

The endurance test forms part of the tests on completion. The cranes must be required to undergo a test to demonstrate the combined operation of all crane systems and the reliability of the components. The endurance test must consist of repetitive cycling.

The final test cycle shall be determined by the crane configuration and in agreement with the purchaser.

The endurance test must be continued for a period of 8 hours. In the event of a malfunction in the final 8 hours of the endurance test, the endurance test must be continued until 8 hours of trouble-free operation have been logged.

Throughout the period of testing the current, voltage, speed, main drive mechanism temperature, noise and vibration must be recorded at intervals of 1 hour. Any malfunctions or problems and any remedial action taken during the test must be recorded.

The crane operators for the endurance test must be provided by the contractor.

2.7.11. TEST RESULTS

All results recorded during the testing shall be collated and put into a form of protocol

2.7.12. TESTS REQUIRED BY LOCAL STATUTORY BODIES

Supplier shall familiarise itself with the requirements of local crane regulations. Supplier shall provide details of tests carried out to satisfy such requirements.

2.7.13. SUBMISSION OF TECHNICAL DATA

2.7.13.1. DRAWINGS

The following drawings, calculations and data shall be provided by the Supplier for approval by the Purchaser.

General arrangement drawings of subassemblies

- steel structures
 - trolley
 - bogies
 - all mechanisms
 - head block
 - spreader
 - layout drawings
 - operator's cab
 - electrical equipment room
 - battery pack and enclosure
 - walkways and platforms
 - lubrication points
- Rope diagram

Nameplates

Assembly drawings

Drawings showing clearances and wheel loadings

Electrical drawings

- electrical equipment layout drawings
- circuit diagrams, wiring diagrams and schematic diagrams including interconnecting diagrams for all equipment
- drawings of cabling
- layout drawings of electrical equipment in the operator's cab, electrical room, diesel alternator enclosure, trolley, gantry and bogies, including the routing of all cables
- limit switches and miscellaneous electrical devices
- PLC documentation

The information supplied shall, when read in conjunction with the maintenance manuals, enable the technician to undertake all necessary repairs, disassembly, reassembly, fault finding procedures and any other maintenance or repair procedures to be undertaken without reference to further documentation.

2.7.13.2. PROJECT SCHEDULE

The program to be submitted shall be structured in such form and detail as to enable the Buyer to monitor the progress of the delivery project of the RTG. The program shall show in detail each manufacturing and erection operation related to a Contract calendar.

2.7.13.3. OPERATING AND MAINTENANCE MANUALS

Operator manual is to be established in Slovenian and English language and Maintenance manual in English language. One copy shall be provided with each RTG.

Operating Manual shall detail step by step all actions necessary to place the RTG into operation. Where necessary illustrated drawings and photographs shall be shown.

The Maintenance Manual shall clearly specify each and every recommended routine maintenance procedure set either against a daily, weekly or monthly time basis or set against actual operational time as measured by the "hours-run" meters.

A comprehensive lubrication program shall be included in the Maintenance Manual. The number of different lubricants shall be kept to a practical minimum and shall, if possible, be restricted to the products of a single manufacturer. Details of alternative equivalent lubricants from at least two other manufacturers shall be given.

Both the Operating and the Maintenance Manuals shall give due regard to correct procedures and shall place full emphasis on all aspects of safety.

Maintenance instructions for electrical fault diagnosis and correction shall include block diagrams, signal flow charts to enable a fault in an inverter or associated control system to be rapidly traced to a replaceable component or sub-assembly.

Each Manual shall contain a fully detailed up-to-date spare parts list complete with ordering references or as a separate spare part catalogue.

One copy of each manual shall be provided with each RTG.

2.7.14. OPERATOR AND MAINTENANCE TRAINING

After the RTG's are delivered at supplier's site and are being commissioned, there will be a two separate trainings for the purchaser's maintenance (electrical and mechanical team) and operating personnel. The program for this training will be drawn up by the supplier and approved by the purchaser.

During this training period the personnel shall be instructed in all aspects of maintenance and fault finding procedures. The use of any special purpose tools, equipment, analytical or programming accessories shall be fully explained and demonstrated.

Special training time shall be scheduled for the PLC system.

The driver's instructions will include all instructions, directions, and explanations to ensure a proper and safe utilisation of the machines during operations.

Vendor is required to provide after the conclusion of the contract its planned program for training indicating clearly duration for training for each topic and expertise of the trainer.

2.7.15. WARRANTY DURING THE DEFECTS LIABILITY PERIOD

Warranty period on all components shall not be as follows:

- General (Mech. and Elec.) – Min 2 years
- Steel structure – Min 5 years
- Coating System – Min 8 years

During the Defects Liability period, the Purchaser requires the Supplier to carry out warranty repairs, free of all charges, by competent personnel.

It is expected that the Vendor will have experienced personnel from their own plant based at the vicinity of the Site during the warranty to cover their obligations under the warranty clause.

2.7.16. CRITICAL SPARE PARTS LIST

The Vendor shall provide a critical spare parts list with prices for eventual delivery together with the RTG's

2.8. DELIVERY TO SITE

Bidders are to quote for the units to be delivered in fully erected state.

Pre-testing to be carried out at supplier's erection premises. Notice for pre-testing shall be send to Purchaser thirty days prior final testing.

2.9. FINAL SITE

2.9.1. SUPPLIER'S AREA

Upon arrival of the cranes, the buyer will provide a space in the Koper Port area for testing each crane.

2.9.2. SITE OFFICE

The supplier shall, for his own account, arrange the Site office for his engineers and /or representative(s) to carry out the work as well as power and water supplies.

2.9.3. ELECTRICITY SUPPLY

All temporary electricity supply installations shall be installed by the supplier and in accordance with the requirements of the Purchaser.

The Supplier shall comply with the provisions of local electrical statutory regulations.

2.9.4. SITE WORKING CONDITIONS

Any spoil and debris from the works shall be removed by the supplier. The supplier shall comply with the purchaser's requirements and the local regulations.

The supplier shall ensure that his work area is kept clean and orderly.

2.9.5. RULES AND REGULATIONS

All works shall comply in every respect with local safety rules and regulations.

The supplier shall acquaint himself of all the above requirements.

3. SPLOŠNO

V poglavju 2. »TECHNICAL SPECIFICATIONS AND DESCRIPTION« (slov. prevod: Tehnične specifikacije in opisi) so navedene tehnične zahteve in opis A-RTG dvigal z opremo, ki jih mora poleg ostalih zahtev izpolnjevati ponujena oprema. Oprema mora biti nova.

Ponudnik s podpisom obrazca »Ponudba« (OBR-1) in »Izjava ponudnika o preučitvi in seznanitvi s tehničnimi zahtevami« (OBR-1b) izjavlja, da je podrobno preučil celotno vsebino v poglavju 2. »TECHNICAL SPECIFICATIONS AND DESCRIPTION« in da je seznanjen z vsemi tehničnimi zahtevami in opisi ter da se z njimi v celoti strinja.

V kolikor je v tehničnih zahtevah pri posamezni opremi naveden proizvajalec in/ali tip opreme, velja dodatek »ali enakovredno«, ponujena oprema pa mora biti po tehničnih karakteristikah enakovredna ali boljša od izrecno navedene v dokumentaciji v zvezi z oddajo javnega naročila.

3.1. ZAKONODAJA

Ponujena oprema in rezervni deli mora ustrezati vsem veljavnim predpisom, za prodajo in delovanje na območju Evropske unije, mora biti v skladu s standardom EU in mora izpolnjevati vse navedene tehnične zahteve. Ponujena oprema mora biti opremljena z izjavo EU o skladnosti »CE« oz. potrdilom porekla iz EU.

V kolikor ima ponudnik pripombe, predlog spremembe ali pomisleke ali zazna pomanjkljivosti v zvezi s tehničnimi specifikacijami ali drugimi poglavji te dokumentacije v zvezi z oddajo javnega naročila, jih lahko izrazi na način postavitve vprašanj na portalu eNaročanje, pod predmetno javno naročilo, ki je objavljeno. Glej tudi navodila v točki 2.7. Specifikacija naročila in tehnične zahteve.

IV. OBRAZCI

- **PONUDBA (OBR-1)**
- **PONUDBENI PREDRAČUN (OBR-1a)**
- **IZJAVA PONUDNIKA O PREUČITVI IN SEZNANJENOSTI S TEHNIČNIMI ZAHTEVAMI (OBR-1b)**
- **CENIK REZERVNIH DELOV IN VZDRŽEVANJA (OBR-1c)**
- **PODATKI O PONUDNIKU IN PODIZVAJALCIH OZ. IZVAJALCIH V SKUPNEM NASTOPU (OBR-2)**
- **OBRAZEC ESPD V ELEKTRONSKI OBLIKI**
- **IZJAVA O IZPOLNJEVANJU POGOJEV ZA SODELOVANJE IN NEOBSTOJU RAZLOGOV ZA IZKLJUČITEV (OBR-3)**
- **IZJAVA PODIZVAJALCA O IZPOLNJEVANJU POGOJEV ZA SODELOVANJE IN NEOBSTOJU RAZLOGOV ZA IZKLJUČITEV (OBR-3a)**
- **IZJAVA O ZAGOTOVLJENIH REFERENCAH (OBR-4)**
- **POTRDILO NAROČNIKA (OBR-4a)**
- **IZJAVA O ZAGOTOVLJENIH TEHNIČNIH ZMOGLJIVOSTIH (OBR-5)**
- **IZJAVA PROIZVAJALCA PONUJENE OPREME (DVIGAL IN DELOVNIH POSTAJ ZA DALJINSKO UPRAVLJANJE) O PRISOTNOSTI NA TRŽIŠČU (OBR-6)**
- **VZOREC POGODBE (OBR-7)**
- **IDENTIFIKACIJA PONUDNIKA/POSLOVNEGA PARTNERJA (KYC OBRAZEC) oz. IZJAVA/PODATKI O UDELEŽBI FIZIČNIH IN PRAVNIH OSEB V LASTNIŠTVU PONUDNIKA (OBR-8)**
- **IZJAVA PONUDNIKA O SPOŠTOVANJU KODEKSA RAVNANJA POSLOVNIH PARTNERJEV SKUPINE LUKA KOPER (OBR-9)**
- **ZAHTEVA PODIZVAJALCA ZA NEPOSREDNO PLAČILO (OBR-10)**

PONUDBA

št. ponudbe: _____
št. javnega naročila: JN 40/2026

1. Naročnik: LUKA KOPER, d.d., Vojkovo nabrežje 38, 6501 KOPER
2. Predmet naročila: Nabava 11 A-RTG dvigal
3. Ponudnik: _____

4. Ponudbene vrednosti

4.1 Ponudbena cena:

Skupna ponudbena cena brez DDV EUR

**vrednost iz obrazca Ponudbeni predračun (OBR-1a)*

Skupna ponudbena cena vključuje vse stroške in dajatve v zvezi z izvedbo naročila.

5. Poreklo blaga _____
(ustrezno dopolnite, za določitev porekla blaga se upošteva [Uredba \(EU\) št. 952/2013](#) Evropskega parlamenta in Sveta z dne 9. oktobra 2013 o carinskem zakoniku Unije (UL L št. 269 z dne 10. 10. 2013, str. 1), ki je objavljena v Uradnem listu EU).
6. Ponudba velja za celotno naročilo, v skladu z dokumentacijo v zvezi z oddajo javnega naročila, ki je sestavni del te ponudbe.
7. Cena je fiksna za celoten obseg predmeta naročila.
8. Ponudba velja še 120 dni po roku za prejem ponudbe.
9. Naročilo se obvezujemo izvesti skladno z zahtevami iz dokumentacije v zvezi z oddajo javnega naročila.
10. Ponujena oprema in vgrajeni deli ustrezajo vsem veljavnim predpisom, za prodajo in delovanje na območju Evropske unije in so v skladu z veljavnimi standardi EU.
11. Rok izvedbe predmeta naročila in prevzema je naveden v vzorcu pogodbe (OBR-7).
12. Finančni pogoji – smo seznanjeni in soglašamo s finančnimi pogoji navedenimi v vzorcu pogodbe (OBR-7).
13. Javno naročilo bomo izvedli tako, kot je navedeno v ponudbi in ga ne bomo prenesli na drugega izvajalca. Naročnika bomo nemudoma obvestili in mu sporočili, s katerimi podizvajalci sodelujemo, za kakšno vrsto del ali materialov in vrednost del ali materialov, sicer smo naročniku dolžni poravnati stroške ali ostalo škodo, ki mu nastane zaradi nepravočasnega obvestila.

14. Izjavljamo, da smo pred oddajo naročila podrobno preučili dokumentacijo v zvezi z oddajo javnega naročila, vključno s tehničnimi zahtevami, tako da smo z vsemi značilnostmi in specifikami seznanjeni in da se z njo v celoti strinjamo. Na morebitne pomanjkljivosti v vsebini/obsegu naročila smo naročnika opozorili. Naknadno iz tega naslova ne bomo uveljavljali nikakršnih zahtevkov oz. se jim odpovedujemo.
15. V primeru, da bomo izbrani za izvedbo predmetnega javnega naročila, bomo v roku osem (8) delovnih dni od sklenitve pogodbe, naročniku izročili instrument zavarovanja v višini 10 % pogodbene vrednosti z DDV, kot jamstvo za dobro izvedbo pogodbenih obveznosti, z veljavnostjo vsaj še devetdeset (90) dni po predvidenem končnem prevzemu.

Datum: _____

Ponudnik

Kraj: _____

žig

(ime priimek in podpis
pooblaščenice osebe)

PONUDBENI PREDRAČUN
JN 40/2025 Nabava 11 A-RTG dvigal

Št. postavke	Opis postavke	Količina	Enota	Cena na enoto v EUR brez DDV		Vrednost postavke v EUR brez DDV (= količina x cena na enoto)
1	A-RTG dvigala	11	kos		=	
2	Dobava postaje za daljinsko upravljanje (ROS) in vzpostavitev delovanja daljinskega upravljanja na dvigalih	8	kos		=	
3	Vzpostavitev sistema za izvajanje avtomatskih funkcionalnosti dvigala	1	kpl		=	
4	Aplikativni razvoj in implementacija vmesnika za avtomatsko delovanje A-RTG dvigal (Scheduler)	1	kpl		=	
Skupna ponudbena cena brez DDV (Opomba: vsota postavk 1, 2, 3 in 4)						*

(*vrednost, ki jo ponudnik vpiše na obrazec Ponudba OBR-1)

Vse cene so izražene v evrih.

Cene in vrednosti so zaokrožene na dve (2) decimalki.

Datum:

Kraj:

Žig

Ponudnik:

(Ime, priimek in podpis pooblaščen osebe)

OBR-1b

**IZJAVA PONUDNIKA O PREUČITVI IN SEZNANITVI S TEHNIČNIMI ZAHTEVAMI
JN 40/2026 Nabava 11 A-RTG dvigal**

Spodaj podpisani, za ponudnika _____ (naziv ponudnika), izjavljamo, da smo natančno preučili celotno vsebino dokumentacije v zvezi z javnim naročilom JN 40/2026 »Nabava 11 A-RTG dvigal«, vključno s celotnim poglavjem »III. SPECIFIKACIJA NAROČILA« od strani 20 do strani 64 in prilogo »Priloga 1: Tehnične zahteve_Technical requirements JN 40_2026«, ter da smo v celoti seznanjeni z vsemi naročnikovimi tehničnimi in ostalimi zahtevami in opisi iz dokumentacije v zvezi z oddajo javnega naročila.

Potrujemo, da se z vsemi tehničnimi in ostalimi zahtevami naročnika tudi iz poglavja III. SPECIFIKACIJA NAROČILA podpoglavja 2. »TECHNICAL SPECIFICATIONS AND DESCRIPTION« od strani 22 do strani 63 v dokumentaciji v zvezi z oddajo javnega naročila, vključno s prilogo »Priloga 1: Tehnične zahteve_Technical requirements JN 40_2026«, v celoti strinjamo.

Datum: _____

Ponudnik

Kraj: _____

žig

(ime priimek in podpis
pooblaščen osebe ponudnika)

**CENIK REZERVNIH DELOV IN VZDRŽEVANJA
JN 40/2026 Nabava 11 A-RTG dvigal**

Ponudnik v obrazec Cenik rezervnih delov in vzdrževanja za JN 40/2026 »Nabava 11 A-RTG dvigal«, ki je del dokumentacije v zvezi z oddajo javnega naročila, izpolni polja z informativnimi vrednostmi preventivnega rednega vzdrževanja.

Cenik je informativne narave; v primeru, da ponudnik izpolnjenega obrazca OBR-1c ne bo predložil v ponudbi, ga bo naročnik naknadno pozval na dopolnitev v tem delu.

Stroški rednih servisov/Maintenance intervals	Rezervni deli/Costs of spare parts [EUR brez DDV]	Olja in maziva/Oil and lubricants [EUR Brez DDV]	Storitev dela/Manpower	
			Normativ - trajanje servisa/Service duration [h]	Cena storitve dela/Cost of manpower [EUR]
Servis na 500 delovnih ur / Service at 500 hours of operation				
Servis na 1.000 delovnih ur / Service at 1.000 hours of operation				
Servis na 1.500 delovnih ur / Service at 1.500 hours of operation				
Servis na 2.000 delovnih ur / Service at 2.000 hours of operation				
Servis na 2.500 delovnih ur / Service at 2.500 hours of operation				
Servis na 3.000 delovnih ur / Service at 3.000 hours of operation				
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Servis na 5.000 delovnih ur / Service at 5.000 hours of operation				
Servis na 5.500 delovnih ur / Service at 5.500 hours of operation				
Servis na 6.000 delovnih ur / Service at 6.000 hours of operation				
Servis na 6.500 delovnih ur / Service at 6.500 hours of operation				
Servis na 7.000 delovnih ur / Service at 7.000 hours of operation				
Servis na 7.500 delovnih ur / Service at 7.500 hours of operation				
Servis na 8.000 delovnih ur / Service at 8.000 hours of operation				
Servis na 8.500 delovnih ur / Service at 8.500 hours of operation				
Servis na 9.000 delovnih ur / Service at 9.000 hours of operation				

Servis na 9.500 delovnih ur / Service at 9.500 hours of operation				
Servis na 10.000 delovnih ur / Service at 10.000 hours of operation				

*Cenik rezervnih delov in vzdrževanja ni predmet merila za izbor najugodnejše ponudbe niti ne vpliva na dopustnost ponudbe.

Datum:

Kraj:

Žig

Ponudnik:

(Ime, priimek in podpis pooblaščenice osebe)

PODATKI O PONUDNIKU IN PODIZVAJALCIH OZ. IZVAJALCIH V SKUPNEM NASTOPU
1. PONUDBA

Ponudbo za izvedbo javnega naročila JN 40/2026 »**Nabava 11 A-RTG dvigal**« dajemo (se označi z X):

- Samostojno
 Skupno ponudbo
 S podizvajalci

2. PODATKI O PONUDNIKU
2.1 Podatki o ponudniku

Popolna firma ponudnika:	
Naslov ponudnika:	
Zakoniti zastopnik oziroma pooblaščen oseb ali več pooblaščenih oseb za podpis pogodbe	
Možnost digitalnega podpisovanja pogodbe s kvalificiranim digitalnim potrdilom ² vseh pooblaščenih oseb za podpis pogodbe	DA / NE
Matična številka	
Identifikacijska številka za DDV	
Številka transakcijskega računa	
Naziv in naslov banke:	
BIC/SWIFT	
Telefon	
e-naslov	
Razvrstitev družbe glede na 55. člen Zakona o gospodarskih družbah	
Skrbnik pogodbe (ime in priimek, tel/gsm, e-pošta)*	

*podatek za pogodbo

² Glej Uredbo (EU) št. 910/2014 Evropskega parlamenta in Sveta z dne 23. julija 2014 o elektronski identifikaciji in storitvah zaupanja za elektronske transakcije na notranjem trgu in o razveljavitvi Direktive 1999/93/ES ([Uredba - 910/2014 - EN - e-IDAS - EUR-Lex](#)).

2.2 Skupna ponudba

Ponudniki točko 2.2 izpolnijo v primeru, da so predložili skupno ponudbo.

Pri javnem naročilu z oznako JN 40/2026 sodelujemo naslednji ponudniki (navesti vse partnerje, tudi vodilnega partnerja):

Št.	Popolna firma so-ponudnika, naslov, pooblaščen oseba, matična številka, identifikacijska številka za DDV, e-naslov, tel.	Opis dela izvedbe naročila, ki ga bo izvedel so - ponudnik	Količina (%) od celote (glede na vrednost prevzetih del)
1.			
2.			
3.			
4.			

Opomba: Ponudnik mora navesti deleže prevzetih del za vse partnerje v skupni ponudbi tako, da njihov skupni delež znaša 100 %. Pri tem mora posamezni partner v svoj delež vključiti tudi dela, ki jih bodo v njegovem imenu oziroma na njegovi strani izvedli morebitni podizvajalci.

2.3 Ponudba s podizvajalci – podatki o podizvajalcih

Ponudniki točko 2.3 izpolnijo v primeru, da bodo pri izvedbi javnega naročila sodelovali s podizvajalci. Pri javnem naročilu z oznako JN 40/2026 bomo sodelovali z naslednjimi podizvajalci:

Št.	Popolna firma podizvajalca, naslov, pooblaščen oseba, matična številka, identifikacijska številka za DDV	Opis dela izvedbe naročila, ki ga bo izvedel podizvajalec	Nastopa na strani partnerja **	Zahteva neposredna plačila DA/NE	Količina (%) od celote (glede na vrednost prevzetih del)
1.					
2.					
3.					
4.					

***izpolniti v primeru skupne ponudbe*

Opomba: V kolikor ponudnik nastopa z večjim številom podizvajalcev, v ponudbi priloži zahtevane podatke v tabeli z enakovredno vsebino. Dodatni list mora biti podpisan in žigosan s strani ponudnika, prav tako mora biti razvidno, da so podatki podani za predmetno javno naročilo.

Datum: _____

Kraj: _____

žig

Ponudnik

(ime priimek in podpis
pooblaščenice osebe)

OBR-3

IZJAVA O IZPOLNJEVANJU POGOJEV ZA SODELOVANJE IN NEOBSTOJU RAZLOGOV ZA IZKLJUČITEV

Ponudnik / partner:

Pod kazensko in materialno odgovornostjo izjavljamo, da:

- a) nad nami ni začel postopek zaradi insolventnosti ali prisilnega prenehanja po zakonu, ki ureja postopek zaradi insolventnosti in prisilnega prenehanja, postopek likvidacije po zakonu, ki ureja gospodarske družbe, naša sredstva ali poslovanje ne upravlja upravitelj ali sodišče, naše poslovne dejavnosti niso začasno ustavljene, v skladu s predpisi druge države se nad nami ni začel postopek in ni nastal položaj z enakimi pravnimi posledicami;
- b) na dan ko poteče rok za prejem ponudb ali prijav, nismo izločeni iz postopkov oddaje javnih naročil zaradi uvrstitve v evidenco gospodarskih subjektov z izrečenimi stranskimi sankcijami izločitve iz postopkov javnega naročanja iz 110. člena ZJN-3 (Razlog za izključitev iz alineje a) 4. odstavka 75. člena ZJN-3);
- c) smo vpisani v poklicni ali poslovni register v državi in smo registrirani za opravljanje dejavnosti, ki je predmet naročila in jo prevzemamo v ponudbi in sicer za dejavnost
.....;
- d) v zadnjih treh poslovnih letih, za katera so že javno objavljeni bilančni podatki (v primeru poslovanja manj kot 3 leta, v obdobju, odkar poslujemo) smo imeli povprečni letni čisti prihodek od prodaje: EUR.
- e) imamo zadnjo aktualno bonitetno oceno po pravilih Basel II vsaj SB6 oz. tej oceni primerljivo oceno, skladno z določbami dokumentacije v zvezi z oddajo javnega naročila;
- f) na dan oddaje ponudbe nimamo blokirane nobenega transakcijskega računa, v zadnjih 150 dneh pred rokom za prejem ponudb pa nismo imeli nobenega transakcijskega računa blokirane več kot 10 zaporednih dni;
- g) se na nas in na vse osebe, subjekte ali organe iz prvega odstavka člena 5.k Uredbe (EU) št. 833/2014 o omejevalnih ukrepih zaradi delovanja Rusije, ki povzroča destabilizacijo razmer v Ukrajini, ne nanaša prepoved iz prvega odstavka člena 5.k Uredbe (EU) št. 833/2014 o omejevalnih ukrepih zaradi delovanja Rusije, ki povzroča destabilizacijo razmer v Ukrajini.

Na podlagi poziva bomo naročniku v določenem roku predložili dodatna zahtevana dokazila o izpolnjevanju zgoraj navedenih pogojev.

Datum:

Kraj:

žig

Ponudnik / partner

.....
(ime priimek in podpis
pooblaščenih oseb)

OBR-3a

**IZJAVA PODIZVAJALCA O IZPOLNJEVANJU POGOJEV ZA SODELOVANJE IN
NEOBSTOJU RAZLOGOV ZA IZKLJUČITEV**

Podizvajalec:

Pod kazensko in materialno odgovornostjo izjavljamo, da:

- a) nad nami ni začel postopek zaradi insolventnosti ali prisilnega prenehanja po zakonu, ki ureja postopek zaradi insolventnosti in prisilnega prenehanja, postopek likvidacije po zakonu, ki ureja gospodarske družbe, naša sredstva ali poslovanje ne upravlja upravitelj ali sodišče, naše poslovne dejavnosti niso začasno ustavljene, v skladu s predpisi druge države se nad nami ni začel postopek in ni nastal položaj z enakimi pravnimi posledicami;
- b) na dan ko poteče rok za prejem ponudb ali prijav, nismo izločeni iz postopkov oddaje javnih naročil zaradi uvrstitve v evidenco gospodarskih subjektov z izrečenimi stranskimi sankcijami izločitve iz postopkov javnega naročanja iz 110. člena ZJN-3 (Razlog za izključitev iz alineje a) 4. odstavka 75. člena ZJN-3);
- c) smo vpisani v poklicni ali poslovni register, registrirani za opravljanje dejavnosti, ki je predmet naročila in jo prevzemamo v ponudbi in sicer za dejavnost
.....;
- d) v zadnjih treh poslovnih letih, za katera so že javno objavljeni bilančni podatki (v primeru poslovanja manj kot 3 leta, v obdobju, odkar poslujemo) smo imeli povprečni letni čisti prihodek od prodaje: EUR.
- e) na dan oddaje ponudbe nimamo blokirane nobenega transakcijskega računa, v zadnjih 150 dneh pred rokom za prejem ponudb pa nismo imeli nobenega transakcijskega računa blokirane več kot 10 zaporednih dni;
- f) se na nas in na vse osebe, subjekte ali organe iz prvega odstavka člena 5.k Uredbe (EU) št. 833/2014 o omejevalnih ukrepih zaradi delovanja Rusije, ki povzroča destabilizacijo razmer v Ukrajini, ne nanaša prepoved iz prvega odstavka člena 5.k Uredbe (EU) št. 833/2014 o omejevalnih ukrepih zaradi delovanja Rusije, ki povzroča destabilizacijo razmer v Ukrajini.

Na podlagi poziva bomo naročniku v določenem roku predložili dodatna zahtevana dokazila o izpolnjevanju zgoraj navedenih pogojev.

Datum:

Podizvajalec

Kraj:

žig

.....
(ime priimek in podpis
pooblaščenice osebe)

IZJAVA O ZAGOTOVLJENIH REFERENCAH

Pod kazensko in materialno odgovornostjo izjavljamo, da so spodaj navedeni podatki o referenčnem naročilu resnični. Na podlagi poziva bomo naročniku v določenem roku predložili morebitna dodatna zahtevana dokazila o uspešni izvedbi navedenega referenčnega naročila.

REFERENČNI POSEL št. 1:

	REFERENČNI POSEL št. 1
Naziv referenčnega posla:	
Naročnik:	
Dobavitelj:	
Podizvajalec (v kolikor je gospodarski subjekt nastopal kot podizvajalec glavnega izvajalca oz. dobavitelja):	
Datum izvedbe posla (mesec, leto):	
Kraj izvedbe posla/lokacija dobave (znotraj držav Evropske Unije):	
Vrednost celotnega posla v evrih (brez DDV):	
Delež gospodarskega subjekta, ki nastopa v ponudbi, glede na vrednost celotnega posla (brez DDV):	
Opis blaga oz. vsebine posla (<i>iz opisa naj izhaja izpolnjevanje naročnikovih zahtev v zvezi z referencami</i>):	

REFERENČNI POSEL št. 2:

	REFERENČNI POSEL št. 2
Naziv referenčnega posla:	
Naročnik:	
Dobavitelj:	
Podizvajalec (v kolikor je gospodarski subjekt nastopal kot podizvajalec glavnega izvajalca oz. dobavitelja):	
Datum izvedbe posla (mesec, leto):	
Kraj izvedbe posla/lokacija dobave (znotraj držav Evropske Unije):	
Vrednost celotnega posla v evrih (brez DDV):	
Delež gospodarskega subjekta, ki nastopa v ponudbi, glede na vrednost celotnega posla (brez DDV):	
Opis blaga oz. vsebine posla (<i>iz opisa naj izhaja izpolnjevanje naročnikovih zahtev v zvezi z referencami</i>):	

REFERENČNI POSEL št. 3:

	REFERENČNI POSEL št. 3
Naziv referenčnega posla:	
Naročnik:	
Dobavitelj:	
Podizvajalec (v kolikor je gospodarski subjekt nastopal kot podizvajalec glavnega izvajalca oz. dobavitelja):	
Datum izvedbe posla (mesec, leto):	
Kraj izvedbe posla/lokacija dobave (znotraj držav Evropske Unije):	
Vrednost celotnega posla v evrih (brez DDV):	
Delež gospodarskega subjekta, ki nastopa v ponudbi, glede na vrednost celotnega posla (brez DDV):	
Opis blaga oz. vsebine posla (<i>iz opisa naj izhaja izpolnjevanje naročnikovih zahtev v zvezi z referencami</i>):	

REFERENČNI POSEL št. 4:

	REFERENČNI POSEL št. 4
Naziv referenčnega posla:	
Naročnik:	
Dobavitelj:	
Podizvajalec (v kolikor je gospodarski subjekt nastopal kot podizvajalec glavnega izvajalca oz. dobavitelja):	
Datum izvedbe posla (mesec, leto):	
Kraj izvedbe posla/lokacija dobave (znotraj držav Evropske Unije):	
Vrednost celotnega posla v evrih (brez DDV):	
Delež gospodarskega subjekta, ki nastopa v ponudbi, glede na vrednost celotnega posla (brez DDV):	
Opis blaga oz. vsebine posla (<i>iz opisa naj izhaja izpolnjevanje naročnikovih zahtev v zvezi z referencami</i>):	

REFERENČNI POSEL št. 5:

	REFERENČNI POSEL št. 5
Naziv referenčnega posla:	
Naročnik:	
Dobavitelj:	
Podizvajalec (v kolikor je gospodarski subjekt nastopal kot podizvajalec glavnega izvajalca oz. dobavitelja):	
Datum izvedbe posla (mesec, leto):	
Kraj izvedbe posla/lokacija dobave (znotraj držav Evropske Unije):	
Vrednost celotnega posla v evrih (brez DDV):	
Delež gospodarskega subjekta, ki nastopa v ponudbi, glede na vrednost celotnega posla (brez DDV):	
Opis blaga oz. vsebine posla (<i>iz opisa naj izhaja izpolnjevanje naročnikovih zahtev v zvezi z referencami</i>):	

Priloga: Potrdilo naročnika (OBR-4a) za vsako izmed izkazanih referenc

Opomba: Če ponudnik ne želi razkriti dejanskih vrednosti svojih poslov, lahko ponudnik navede na oba obrazca, da izpolnjuje najmanjšo zahtevano vrednost posameznega posla, tj. najmanj 2.500.000,00 EUR brez DDV za vsako posamezno dvigalo posebej).

V kolikor je gospodarski subjekt pri izvedbi referenčnega posla nastopal kot podizvajalec, mora predložiti bodisi referenčno potrdilo, podpisano s strani končnega naročnika, bodisi referenčno potrdilo podpisano s strani glavnega izvajalca referenčnega posla, kateremu pa mora predložiti še potrjene reference končnega naročnika glavnemu izvajalcu. Vsebina potrdila mora biti skladna z vzorcem.

V kolikor gospodarski subjekt izkazuje referenčno naročilo z opravljenim naročilom za naročnika Luka Koper d.d., mu ni potrebno prilagati Potrdila naročnika. V polju naročnik poleg navedbe Luka Koper d.d., navede še podatek odgovorne osebe, skrbnika pogodbe, s strani Luke Koper d.d. Naročnik bo preveril izpolnjevanje zahtevanih pogojev v lastnih evidencah. Priporočljivo je, da ponudnik vseeno preveri pri naročniku ali mu bo tako referenčno delo potrdil oz. upošteval.

Datum: _____

Ponudnik

Kraj: _____

žig

(ime priimek in podpis
pooblaščenice osebe)

POTRDILO NAROČNIKA

Naročnik:

predmet naročila:
.....,

ki se je izvedlo _____(mesec, leto)

vrednost posameznega dobavljenega dvigala EUR brez DDV,

potrjuje, da je dobavitelj naročila (navesti gospodarski subjekt)
.....**naročilo izvedel pravočasno in kvalitetno.**V okviru tega posla je zgoraj navedeni gospodarski subjekt izvedel dobavo naslednjega blaga
(*dodati opis, iz katerega bo izhajalo izpolnjevanje pogojev glede referenc*):
.....
.....Dobavljeno elektrificirano RTG dvigalo obsega naslednje lastnosti (*ustrezno obkrožiti, po potrebi dopisati*):

- elektrificirano RTG dvigalo na pnevmatikah za kontejnerje z daljinskim upravljanjem in delujočim avtomatskim upravljanjem DA / NE
- nosilnosti pod prijemalom najmanj 40 ton DA / NE
- dvižna višina vsaj 5+1 kontejnerja DA / NE
- razpon med kolesi najmanj 24m DA / NE
- ročni ali avtomatski sistem za priklop dvigala na električno omrežje DA / NE

Kontaktna oseba naročnika, pri katerem se lahko dobijo dodatne informacije:
.....,

tel., e-pošta.....

Podpisnik potrčila naročnika (*navesti ime in priimek*)

Funkcija oz. delovno mesto podpisnika potrdila pri naročniku
(navesti funkcijo)

Datum:

Žig:

Podpis :

Opomba: Ponudnik lahko kot dokazilo po tem obrazcu priloži tudi druga ustrezna potrdila, ki jih je z namenom sodelovanja v postopkih javnega naročanja pridobil v drugih postopkih, v kolikor bodo iz potrdil razvidni vsi podatki, kot so razvidni na tem obrazcu OBR-4a.

IZJAVA O ZAGOTOVLJENIH TEHNIČNIH ZMOGLJIVOSTIH

Izjavljamo, da imamo zagotovljene vse potrebne tehnične zmogljivosti (*proizvodnjo, mehanizacijo in opremo*) za kvalitetno izvedbo celotnega naročila v predvidenem roku, skladno z zahtevami iz dokumentacije v zvezi z oddajo javnega naročila (specifikacija naročila), pravili stroke ter predpisi in standardi s področja predmeta naročila. Na podlagi poziva bomo naročniku v določenem roku predložili morebitna dodatna zahtevana dokazila o zagotavljanju tehničnih zmogljivosti.

Datum: _____

Ponudnik

Kraj: _____

žig

(ime priimek in podpis
pooblaščen osebe)

OBR-6

IZJAVA PROIZVAJALCA PONUJENE OPREME (DVIGAL IN DELOVNIH POSTAJ ZA DALJINSKO UPRAVLJANJE) O PRISOTNOSTI NA TRŽIŠČU

Naziv proizvajalca: _____

Sedež proizvajalca: _____

Zakoniti zastopnik: _____

S podpisom potrjujemo, da smo kot proizvajalec ponujene opreme:

(navesti opremo: dvigala / delovne postaje)

prisotni na tržišču od _____ (navesti mesec in leto).

Za prisotnost na tržišču se šteje, da proizvajalec v navedenem obdobju neprekinjeno opravlja dejavnost proizvodnje, razvoja, prodaje oziroma trženja istovrstne ali po namenu in tehničnih značilnostih primerljive opreme, kot je oprema, ki je predmet ponudbe.

Datum: _____

Kraj: _____

žig

Proizvajalec

(ime priimek in podpis
pooblaščen osebe)

VZOREC POGODBE	SPECIMEN OF CONTRACT
<p>LUKA KOPER, pristaniški in logistični sistem, delniška družba, Vojkovo nabrežje 38, 6501 KOPER, ki jo zastopata predsednica uprave _____ in član uprave _____, kot KUPEC</p> <p>Identifikacijska številka za DDV: SI89190033 Matična št.: 5144353000</p> <p>in _____ (naziv prodajalca), _____ (naslov prodajalca), ki ga zastopa _____ (pooblaščen zastopnik prodajalca za podpis pogodbe), kot PRODAJALEC</p> <p>Identifikacijska številka za DDV: _____ Matična št.: _____</p>	<p>LUKA KOPER, pristaniški in logistični sistem, delniška družba (Port of Koper, Port and Logistic System PLC), Vojkovo nabrežje 38, 6501 KOPER, represented by the Management Board President _____ and MB Member _____, as the PURCHASER</p> <p>VAT Identification No.: SI89190033 Registration No.: 5144353000</p> <p>And _____ (name of Vendor), _____ (address), represented by _____ (Vendor's authorised representative for signing the Vendor), as the VENDOR</p> <p>VAT Identification No.: _____ Registration No.: _____</p>
sklepaata naslednjo	have concluded this
<p>P O G O D B O št. JN 40/2026 - št. naložbe _____/45-_____</p>	<p>CONTRACT No. JN 40/2026 - Investment Nr. _____/45-_____</p>
<p>I. PRAVNA PODLAGA IN HIEARHIJA DOKUMENTOV</p> <p>1. člen</p> <p>1) Referenčna številka postopka javnega naročila, ki je podlaga za sklenitev pogodbe, je JN 40/2026 »Nabava 11 A-RTG dvigal« in se izvaja po pravilih odprtega postopka v skladu s 40. členom Zakona o javnem naročanju (Ur. l. RS, št. 91/15, in nasl., v nadaljevanju ZJN-3).</p> <p>2) V primeru medsebojnega neskladja med dokumenti, ki sestavljajo pogodbeno dokumentacijo in podlago, se uporablja naslednji vrstni red:</p> <ul style="list-style-type: none"> • določila te pogodbe; • dokumentacija v zvezi z oddajo javnega naročila, 	<p>I. LEGAL BASIS AND HIERARCHY OF DOCUMENTS</p> <p>Article 1</p> <p>1) The reference number of the public procurement procedure forming the basis for the conclusion of this Agreement is JN 40/2026 »Nabava 11 A-RTG dvigal«. The procurement procedure is conducted under the open procedure in accordance with Article 40 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15, as amended; hereinafter: ZJN-3).</p> <p>2) In the event of any inconsistency or conflict between the documents forming the Contract documentation, the following order of precedence shall apply:</p> <ul style="list-style-type: none"> • the provisions of this Contract; • the procurement documentation, including the

<p> vključno s tehničnimi zahtevami naročnika; <ul style="list-style-type: none"> • ponudbeni predračun; • ponudba prodajalca. </p> <p> 3) Ne glede na prejšnji odstavek ponudba prodajalca ne more omejevati, spreminjati ali izključevati zahtev naročnika iz dokumentacije v zvezi z oddajo javnega naročila, razen če je naročnik takšno odstopanje izrecno dopustil v oz. skladno z dokumentacijo v zvezi z oddajo javnega naročila ali določili te pogodbe. </p> <p> 4) Prodajalec je s predložitvijo ponudbe zavezujoče potrdil skladnost ponujene opreme oziroma rešitve z zahtevami kupca. Tehnična dokumentacija, ki jo prodajalec predloži po sklenitvi pogodbe v fazi izvajanja pogodbe, predstavlja izvedbeno dokumentacijo za preverjanje in potrjevanje skladnosti predmeta pogodbe, kupec pa jo lahko zavrne, če iz nje izhaja, da predvidena oprema, rešitev ali tehnična izvedba ni skladna z zahtevami iz dokumentacije v zvezi z oddajo javnega naročila. V takem primeru je prodajalec dolžan predmet pogodbe izvesti v skladu s tehničnimi specifikacijami, in sicer z enakovredno ali boljšo opremo oziroma rešitvijo. Pregled, potrditev ali nezavrnitev tehnične dokumentacije s strani kupca ne pomeni spremembe pogodbenih zahtev niti ne razbremeni prodajalca odgovornosti za skladno izvedbo predmeta pogodbe. </p> <p>II. PREDMET POGODBE</p> <p style="text-align: center;">2. člen</p> <p>1) Kupec kupuje in prodajalec prodaja</p>	<p> Purchaser's technical specifications; <ul style="list-style-type: none"> • the Tender Price Schedule; • the Vendor's Offer. </p> <p> 3) Notwithstanding the preceding paragraph, the Vendor's Offer shall not limit, amend, or exclude any of the Purchaser's requirements set out in the procurement documentation, unless such deviation has been expressly permitted by the Purchaser in or in accordance with the procurement documentation or the provisions of this Contract. </p> <p> 4) By submitting its Offer, the Vendor has irrevocably confirmed that the equipment and/or solution offered complies with the Purchaser's requirements. Any technical documentation submitted by the Vendor after the conclusion of this Contract during the Contract performance phase shall constitute implementation documentation intended for the verification and approval of the conformity of the subject matter of the Contract. The Purchaser shall be entitled to reject such documentation if it indicates that the proposed equipment, solution, or technical implementation does not comply with the requirements set out in the procurement documentation. In such case, the Vendor shall perform the subject matter of the Contract in accordance with the technical specifications by providing equivalent or superior equipment and/or solutions. The Purchaser's review, approval, or failure to reject the technical documentation shall neither constitute an amendment to the contractual requirements nor release the Vendor from its responsibility to perform the subject matter of the Contract in compliance with this Contract. </p> <p>II. SUBJECT - MATTER OF THE CONTRACT</p> <p style="text-align: center;">Article 2</p> <p>1) The Purchaser shall buy, and the Vendor shall sell eleven (11) units A-RTG Cranes</p>
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enajst (11) enot A-RTG dvigal (Automated Rubber-Tired Gantry) za potrebe Luke Koper, d.d., po pariteti DDP pristanišče Luka Koper (Incoterms 2020), vključno z ostalo opremo in storitvami, kot izhaja iz dokumentacije v zvezi z oddajo javnega naročila (v nadaljevanju: predmet pogodbe).

- 2) Karakteristike predmeta pogodbe, njegovi sestavni deli in oprema ter obveznosti prodajalca, povezane z dobavo in montažo predmeta pogodbe, vse do popolnoma sestavljenega stanja z izvedenimi vsemi testiranjem, so podrobno določeni v dokumentaciji v zvezi z oddajo javnega naročila, vključno s tehničnimi zahtevami naročnika, in v prodajalčevi ponudbi, ki sta kot priloga sestavni del te pogodbe.

III. POGODBENA VREDNOST

3. člen

- 1) Kupec se obvezuje, da bo prodajalcu za predmet pogodbe, ki bo skladen z 2. členom te pogodbe, izvršil plačilo:

Pogodbena vrednost v EUR brez DDV znaša:

(z besedo:

_____).

- 2) Dogovorjena pogodbena vrednost je fiksna. Pogodbena vrednost vključuje vse davke (razen DDV), dajatve in druge možne bremenitve (skupno "izdatki"), ki nastanejo neposredno v povezavi z izpolnitvijo predmeta pogodbe, brez DDV. Kupec ni dolžan izvesti nobenega drugega plačila prodajalcu razen pogodbene kupnine.
- 3) Montaža dvigal in transportni stroški predmeta pogodbe do Kopa so vključeni v pogodbeno ceno.

(Automated Rubber-Tired Gantry) for needs of Port of Koper under the terms DDP Port of Koper (Incoterms 2020), including all other equipment and services, as specified in the procurement documentation (hereinafter referred to as the »Subject matter of the Contract«).

- 2) The characteristics of the Subject of contract, its constituent parts and all equipment, and the vendor's obligations related to the delivery and installation of the subject matter of the contract until it is fully assembled and all tests have been performed, are specified in the procurement documentation, including the Purchaser's technical specifications, and in the Vendor's Offer, both of which are attached hereto and form an integral part of this Contract.

III. CONTRACT PRICE

Article 3

- 1) The Purchaser undertakes to pay the Vendor for the subject matter of the Contract, provided that it complies with Article 2 of this Contract, as follows:

Contract value in EUR excluding VAT amounts to:

(in words:

_____).

- 2) The agreed Contract value is fixed. The Contract value includes all taxes (except VAT), duties, and any other charges and costs (collectively, the "Charges") arising directly in connection with the performance of the subject matter of the Contract, exclusive of VAT. The Purchaser shall not be obliged to make any payment to the Vendor other than the Contract price.
- 3) Assembly of Cranes and Transport costs up to Koper, are included as well in the contract price. The subject matter of this Contract shall be delivered in a fully

<p>Dobava predmeta te pogodbe je v popolnoma sestavljenem stanju z izvedenim prvotnim testiranjem na lokaciji sestavljanja dvigal (»pre-commissioning test«) in testiranji opreme na končni lokaciji v Luki Koper. Končni prevzem predmeta te pogodbe se izvede na končni lokaciji v Luki Koper.</p> <p>4) Prodajalec je dolžan v okviru pogodbene vrednosti urediti tudi carinjenje predmeta pogodbe v EU, vključno s plačilom vseh carinskih, uvoznih in drugih dajatev, taks in pristojbin.</p> <p>5) Pri izdaji računa prodajalec obračuna DDV na znesek računa v skladi z veljavno zakonodajo.</p>	<p>assembled condition, with the initial testing at the crane assembly site ("pre-commissioning test") completed, as well as all testing of the equipment at its final location at the Port of Koper. Final acceptance of the subject matter of this Contract shall take place at its final location at the Port of Koper.</p> <p>4) Within the Contract Price, the Vendor shall also be responsible for customs clearance of the subject matter of the Contract into the European Union, including the payment of all customs duties, import duties, taxes, fees, and other charges applicable to the importation thereof.</p> <p>5) Upon issuing an invoice, the Vendor shall calculate and charge VAT on the invoice amount in accordance with the applicable legislation.</p>
<p>IV. PLAČILNI POGOJI</p> <p>4. člen</p> <p>1) Kupec se zavezuje plačati dobavljeno opremo/izvedena dela v naslednji dinamiki:</p> <ul style="list-style-type: none"> - kupec bo plačal 25% pogodbene vrednosti postavke 1 ponudbenega predračuna po sklenitvi pogodbe, na podlagi prejetega avansnega računa in originalne nepreklicne, brezpogojne bančne garancije (izdelane po Enotnih pravilih za garancije na poziv/EPGP, revizija iz leta 2010, in plačljive na prvi poziv) za zavarovanje plačanega avansa, veljavne še najmanj 30 dni po nameravanem prevzemu predmeta postavke 1 ponudbenega predračuna, t. j. po podpisu (zadnjega od) obeh zapisnikov o dobavi dvigal, kar glede na rok, dogovorjen v a) točki drugega odstavka 6. člena te pogodbe, pomeni veljavnost najmanj 30 dni dlje od 1. 2. 2028; - kupec bo plačal 25% pogodbene 	<p>IV. PAYMENT TERMS</p> <p>Article 4</p> <p>1) Purchaser undertakes to settle the supplied equipment/performed works in succession, namely:</p> <ul style="list-style-type: none"> - The Purchaser shall settle 25% of the contractual value of item 1 of Tender Price Schedule after signing the contract on the basis of an advance invoice received and an original, irrevocable, unconditional bank guarantee (made under the Uniform Rules for Guarantees on Demand (issued in accordance with the Uniform Rules for Demand Guarantees (URDG 758), 2010 Revision, and payable on first demand) as security for the advance payment, remaining valid for at least thirty (30) days after the intended acceptance of the subject matter under Item 1 of the Tender Price Schedule, i.e. after the signing of the last of the two crane delivery acceptance certificates, which, taking into account the deadline agreed in point (a) of paragraph 2 of Article 6 of this Contract, means that the guarantee shall remain valid for at least thirty (30) days beyond 1 February 2028;

<p>vrednosti postavke 1 ponudbenega predračuna 4 mesece po sklenitvi pogodbe, na podlagi prejetega avansnega računa in originalne nepreklicne, brezpogojne bančne garancije (izdelane po Enotnih pravilih za garancije na poziv/EPGP, revizija iz leta 2010, in plačljive na prvi poziv) za zavarovanje plačanega avansa, veljavne še najmanj 30 dni po nameravanem prevzemu predmeta postavke 1 ponudbenega predračuna, t. j. po podpisu (zadnjega od) obeh zapisnikov o dobavi dvigal, kar glede na rok, dogovorjen v a) točki drugega odstavka 6. člena te pogodbe, pomeni veljavnost najmanj 30 dni dlje od 1. 2. 2028;</p> <ul style="list-style-type: none"> - kupec bo plačal 40% postavke 1 ponudbenega predračuna v roku 8 dni po opravljenem kontrolnem pregledu vseh dvigal (»pre-commissioning«) v skladu s prvim odstavkom 10. člena na lokaciji sestavljanja (v primeru, da kontrolni pregled dvigal ni opravljen v 14 dneh od prodajalčevega pisnega obvestila o transportu, začne teči 8-dnevni plačilni rok 15. dan od prodajalčevega pisnega obvestila o transportu) na podlagi prejetega avansnega računa in originalne, nepreklicne, brezpogojne bančne garancije (izdelane po Enotnih pravilih za garancije na poziv/EPGP, revizija iz leta 2010, in plačljive na prvi poziv) za zavarovanje plačanega avansa v višini 40% vrednosti postavke 1 ponudbenega predračuna, veljavne še najmanj 30 dni po nameravanem prevzemu predmeta postavke 1 ponudbenega predračuna, t. j. podpisu (zadnjega od) obeh zapisnikov o dobavi dvigal, kar glede na rok, dogovorjen v a) točki drugega odstavka 6. člena te pogodbe, pomeni veljavnost najmanj 30 dni dlje od 1. 2. 2028. 	<ul style="list-style-type: none"> - The Purchaser shall settle 25% of the contractual value of Item 1 of Tender Price Schedule 4 (four) months after signing the contract on the basis of an advance invoice received and an original, irrevocable, unconditional bank guarantee (issued in accordance with the Uniform Rules for Demand Guarantees (URDG 758), 2010 Revision, and payable on first demand) as security for the advance payment, remaining valid for at least thirty (30) days after the intended acceptance of the subject matter under Item 1 of the Tender Price Schedule, i.e. after the signing of the last of the two crane delivery acceptance certificates, which, taking into account the deadline agreed in point (a) of paragraph 2 of Article 6 of this Contract, means that the guarantee shall remain valid for at least thirty (30) days beyond 1 February 2028; - The Purchaser shall settle 40% of the contractual value of Item 1 of Tender Price Schedule within 8 days after the completion of the control inspection of all cranes (»pre-commissioning«) in accordance with paragraph 1 of Article 10, at the assembly site (in the event that the inspection of the cranes is not carried out within fourteen (14) days of the Vendor's written notice of shipment, the eight (8) day payment period shall commence on the fifteenth (15th) day following the Vendor's written notice of shipment) on the basis of an advance invoice received and an original, irrevocable, unconditional bank guarantee (issued in accordance with the Uniform Rules for Demand Guarantees (URDG 758), 2010 Revision, and payable on first demand) as security for the advance payment in the amount of forty per cent (40%) of the value of Item 1 of the Tender Price Schedule, remaining valid for at least thirty (30) days after the intended acceptance of the subject matter under Item 1 of the Tender Price Schedule, i.e. after the signing of the last of the two crane
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<ul style="list-style-type: none"> - v primeru, da prodajalec zamudi rok dobave 1. 2. 2028, mora podaljšati veljavnost vseh bančnih garancij za plačane avanse, tako da bodo le-te veljale še najmanj 30 dni po dobavi zadnjega od vseh dvigal - postavke 1 ponudbenega predračuna, t. j. po podpisu zadnjega obeh zapisnika o dobavi dvigal; - kupec bo poravnal preostalih 10% vrednosti postavke 1 ponudbenega predračuna v roku 75 dni po uspešnem dokončnem prevzemu celotnega predmeta te pogodbe (podpisanim končnem prevzemnem zapisniku s strani obeh pogodbenih strank) in prejetem računu, ter po prejemu originalne, nepreklicne, brezpogojne bančne garancije (izdelane po Enotnih pravilih za garancije na poziv/EPGP, revizija iz leta 2010, in plačljive na prvi poziv) za odpravo napak v garancijski dobi, kot določeno v 14. členu pogodbe; - kupec bo poravnal vrednost postavke 2 iz ponudbenega predračuna po obojestranskem podpisu prevzemnega zapisnika o dobavi in vzpostavitvi delovnih postaj daljinskega upravljanja (ROS); - kupec bo poravnal vrednost postavke 3 iz ponudbenega predračuna po obojestranskem podpisu prevzemnega zapisnika o prevzemu vzpostavljenega sistema za izvajanje avtomatskih funkcionalnosti dvigala; - kupec bo poravnal vrednost postavke 4 iz ponudbenega predračuna po obojestranskem podpisu prevzemnega zapisnika o uspešno zaključenih storitvah iz 	<ul style="list-style-type: none"> delivery acceptance certificates, which, taking into account the deadline agreed in point (a) of paragraph 2 of Article 6 of this Contract, means that the guarantee shall remain valid for at least thirty (30) days beyond 1 February 2028. - In the event that the Vendor fails to meet the delivery deadline of 1 February 2028, the Vendor shall extend the validity of all bank guarantees securing advance payments so that they remain valid for at least thirty (30) days after the delivery of the last of all cranes under Item 1 of the Tender Price Schedule, i.e. after the signing of the last of the two crane delivery acceptance certificates; - The Purchaser shall settle the remaining 10% of the contractual value of Item 1 of Tender Price Schedule by transferring to the Contractor's bank account within 75 days of the successful completion of the subject of the contract (to the final acceptance signed by both contracting parties) and the invoice received and the Bank Guarantee (issued in accordance with the Uniform Rules for Demand Guarantees (URDG 758), 2010 Revision, and payable on first demand) as security for the rectification of defects during the warranty period, as set out in Article 14 of this Contract; - The Purchaser shall pay the value of Item 2 of the Tender Price Schedule upon the mutual signing of the acceptance certificate for the delivery and commissioning of the Remote Operating Stations (ROS); - The Purchaser shall pay the value of Item 3 of the Tender Price Schedule upon the mutual signing of the acceptance certificate for the acceptance of the implemented system for the execution of automated crane functionalities; - The Purchaser shall pay the value of
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<p>postavke 4 ponudbenega predračuna.</p> <p>2) Plačilo se izvrši na prodajalčev bančni račun št. odprt pri banki</p> <p>3) Prodajalec navede številko te prodajne pogodbe na računu, ki se nanaša na predmet pogodbe.</p> <p>4) V primeru zamude pri plačilu, mora kupec plačati zakonske zamudne obresti.</p> <p style="text-align: center;">5. člen</p> <p>1) Prodajalec si do izvršitve plačila celotne pogodbene vrednosti iz 3. člena te pogodbe pridržuje pravico na lastništvu predmeta te pogodbe.</p> <p>2) Pogodbeni stranki soglašata, da kupec lahko uporablja dvigala po prevzemu dvigal iz postavke 1 ponudbenega predračuna in delovne postaje po prevzemu postavke 2 ponudbenega predračuna, na lastno odgovornost brez plačila kakršnekoli odškodnine in ne izključujoč garancijskih obveznosti prodajalca v skladu s to pogodbo.</p>	<p>Item 4 of the Tender Price Schedule upon the mutual signing of the acceptance certificate confirming the successful completion of the services under Item 4 of the Tender Price Schedule.</p> <p>2) The payment shall be effected on the Vendor's bank account Nr.....open at the bank</p> <p>3) The Vendor shall state the number of this Sales Contract on the invoice relating to the subject matter of this Contract.</p> <p>4) In case of late payment, the Purchaser is liable to pay statutory default interest.</p> <p style="text-align: center;">Article 5</p> <p>1) The Vendor shall retain title on the subject of the contract until full payment of the total Contract price as per article 3 of this contract.</p> <p>2) The Parties agree that the Purchaser may use the cranes upon taking over the cranes specified under Item 1 of the Tender Price Schedule and the workstation upon taking over Item 2 of the Tender Price Schedule, at the Purchaser's own risk, without payment of any compensation, and without prejudice to the Vendor's warranty obligations under this Contract.</p>
<p>V. ROKI IZVEDBE PREDMETA POGODBE</p> <p style="text-align: center;">6. člen</p> <p>1) Dobava predmeta pogodbe se izvede na določeni končni lokaciji v Luki Koper (v nadaljevanju: končna lokacija).</p> <p>2) Prodajalec je dolžan izvesti predmet javnega naročila v rokih, opredeljenih v nadaljevanju:</p> <p>a) dobava 6 kosov dvigal na končno lokacijo s pisnim obvestilom kupcu, da so dvigala pripravljena za</p>	<p>V. CONTRACT PERFORMANCE SCHEDULE</p> <p style="text-align: center;">Article 6</p> <p>1) The delivery of the subject matter of the Contract shall be carried out to the designated final location within the Port of Koper (hereinafter referred to as the "Final Location").</p> <p>2) The Vendor shall perform the subject matter of the public procurement within the deadlines specified below:</p> <p>a) Delivery of 6 (six) cranes to the Final Location, together with the Vendor's written notice to the Purchaser that the</p>

<p>testiranje in prevzem: do 15. 11. 2027 (pogodbeni stranki skladno s določili pogodbe podpišeta zapisnik o dobavi dvigal), izvedba testiranj in prevzema s strani kupca v šestih tednih po dobavi (pogodbeni stranki skladno s določili pogodbe podpišeta prevzemni zapisnik za količinsko ustrezen del postavke 1 ponudbenega predračuna);</p> <p>b) dobava preostalih 5 kosov dvigal na končno lokacijo s pisnim obvestilom kupcu, da so dvigala pripravljena za testiranje in prevzem: do 1.2.2028 (pogodbeni stranki skladno s določili pogodbe podpišeta zapisnik o dobavi dvigal), izvedba testiranj in prevzema s strani kupca v šestih tednih po dobavi (pogodbeni stranki skladno s določili pogodbe podpišeta prevzemni zapisnik za količinsko ustrezen del postavke 1 ponudbenega predračuna);</p> <p>c) dobava in vzpostavitev delovanja postaj za daljinsko upravljanje (ROS) in vzpostavitev sistema za izvajanje avtomatskih funkcionalnosti dvigala s prevzemom : do 30.6.2028 (pogodbeni stranki skladno s določili pogodbe podpišeta prevzemni zapisnik o dobavi in vzpostavitvi delovanja postavke 2 in 3 ponudbenega predračuna);</p> <p>d) aplikativni razvoj in implementacija vmesnika za avtomatsko delovanje (Scheduler): do 30.11.2028 (pogodbeni stranki skladno s določili pogodbe podpišeta prevzemni zapisnik o vzpostavljenem sistemu za izvajanje avtomatskih funkcionalnosti postavke 4 ponudbenega predračuna);</p> <p>e) izvedba usposabljanj na lokaciji naročnika v naslednjih rokih:</p> <ul style="list-style-type: none"> o izvedba usposabljanja za uporabo dvigal v ročnem načinu iz kabine: po uspešnem prevzemu postavke 1 ponudbenega predračuna (alineja a in b drugega odstavka tega člena) najmanj tri tedne, 	<p>cranes are ready for testing and acceptance: no later than 15 November 2027 (the Parties shall, in accordance with the provisions of this Contract, sign a Delivery Report for the cranes). Testing and acceptance by the Purchaser shall be completed within six (6) weeks following delivery (the Parties shall, in accordance with the provisions of this Contract, sign an Acceptance Report for the corresponding quantity under Item 1 of the Tender Price Schedule);</p> <p>b) Delivery of the remaining 5 (five) cranes to the Final Location, together with the Vendor's written notice to the Purchaser that the cranes are ready for testing and acceptance: no later than 1 February 2028 (the Parties shall, in accordance with the provisions of this Contract, sign a Delivery Report for the cranes). Testing and acceptance by the Purchaser shall be completed within six (6) weeks following delivery (the Parties shall, in accordance with the provisions of this Contract, sign an Acceptance Report for the corresponding quantity under Item 1 of the Tender Price Schedule).</p> <p>c) Delivery and commissioning of the remote operation stations (ROS), as well as commissioning of the system for the execution of the crane's automatic functionalities, with acceptance: no later than 30 June 2028 (the Parties shall, in accordance with the provisions of this Contract, sign an Acceptance Report confirming the delivery and commissioning of Items 2 and 3 of the Tender Price Schedule);</p> <p>d) Application development and implementation of the interface for automatic operation (Scheduler): no later than 30 November 2028 (the Parties shall, in accordance with the provisions of this Contract, sign an Acceptance Report confirming the implementation of the system for the execution of the automatic functionalities under Item 4 of the</p>
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<ul style="list-style-type: none"> ○ izvedba usposabljanja za daljinsko upravljanje in avtomatske funkcionalnosti: po uspešnem prevzemu postavke 2 in 3 ponudbenega predračuna (alineja c drugega odstavka tega člena) najmanj 3 tedne, ○ izvedba usposabljanja za upravljanje dvigal preko vmesnika za avtomatsko delovanje (Scheduler): po uspešnem prevzemu postavke 4 ponudbenega predračuna (alineja d drugega odstavka tega člena) najmanj osem tednov. ○ izvedba usposabljanja za vzdrževalce najmanj 4 tedne po prevzemu posamezne postavke iz ponudbenega predračuna. <p>3) V primeru, da kupec zamudi s plačilom zneska iz prve in druge ter tretje alineje prvega odstavka 4. člena, se oba dobavna roka za dvigala podaljšata za isto število dni.</p> <p>4) V primeru dodatnih kupčevih zahtev ali sprememb, ki se nanašajo na predmet te pogodbe, kot je določeno v 2. členu te pogodbe, se za izvedbo dodatnih kupčevih zahtev sklene pisni aneks k tej pogodbi, v kolikor je to skladno s predpisi o javnem naročanju.</p> <p>5) Dodatne kupčeve zahteve iz prejšnjega odstavka se podrobno določijo in novi pogoji in stroški za izvedbo dodatnih zahtev morajo biti medsebojno pisno dogovorjeni.</p> <p>6) Prodajalec je dolžan izvajati storitve aplikativne podpore in razvoja vmesnika za avtomatsko delovanje (Scheduler) v obdobju enega leta, šteto od prevzema postavke 4 ponudbenega predračuna, kar je zajeto v ceni postavke 4 ponudbenega predračuna.</p> <p>7) Roki iz tega člena se lahko podaljšajo iz utemeljenih razlogov</p>	<p>Tender Price Schedule);</p> <p>e) Provision of training at the Contracting Authority's premises within the following deadlines:</p> <ul style="list-style-type: none"> ○ Provision of training for crane operation in manual mode from the operator's cab: at least three weeks after the successful acceptance of Item 1 of the Tender Price Schedule (points (a) and (b) of the second paragraph of this Article). ○ Provision of training for remote operation and automated functionalities: at least three weeks after the successful acceptance of Items 2 and 3 of the Tender Price Schedule (point (c) of the second paragraph of this Article). ○ Provision of training for crane operation via the automated operation interface (Scheduler): : at least eight weeks after the successful acceptance of Item 4 of the Tender Price Schedule (point (d) of the second paragraph of this Article). ○ Provision of training for maintenance personnel: at least four weeks after the successful acceptance of each respective item of the Tender Price Schedule. <p>3) If the Purchaser delays payment of the amounts referred to in the first, second, and third indents of the first paragraph of Article 4, both delivery deadlines for the cranes shall be extended by the same number of days.</p> <p>4) In the event of additional requirements or changes requested by the Purchaser relating to the subject matter of this Contract, as specified in Article 2 of this Contract, the Parties shall conclude a written amendment to this Contract for the implementation of such additional requirements, provided that this is permitted under the applicable public procurement regulations.</p> <p>5) Purchaser's additional requirements as</p>
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(npr. zamude zaradi ravnanj naročnika, zamude pri dostopu do lokacije, spremembe zakonodaje, višja sila, zamude pri dovoljenjih, ki niso posledica izvajalca, objektivne motnje v pristaniškem režimu, spremembe tehničnih vmesnikov naročnika...). Na nastop takih razlogov, ki lahko po tej pogodbi vplivajo na spremembo roka, mora prodajalec nemudoma, vendar najkasneje v 2 (dveh) delovnih dneh od dneva, ko izve zanje, pisno opozoriti kupca in ga zaprositi za podaljšanje roka, ter obrazložiti razloge, zaradi katerih bi bilo podaljšanje roka potrebno. Pogodbeni rok se lahko podaljša največ za čas dejanske objektivne zamude. Pogodbeni stranki izrecno soglašata, da se pogodbeno dogovorjeni roki za izvedbo predmeta pogodbe lahko spremenijo zgolj sporazumno, kupec pa nima nikakršne obveznosti ali dolžnosti privoliti v kakršnokoli podaljšanje roka. Sporazum o spremembi pogodbenega roka mora biti sklenjen v pisni obliki kot aneks k tej pogodbi. V primeru podaljšanja kateregakoli pogodbenega roka mora prodajalec kot pogoj za veljavnost aneksa kupcu predložiti tudi ustrezno podaljšanje veljavnosti tistih instrumentov finančnega zavarovanja, katerih veljavnost je vezana na podaljšni rok.

per previous paragraph shall be defined in detail and the new term and costs for the fulfilment of additional requirements shall be mutually agreed in writing.

- 6) The Vendor shall provide application support services and further development of the interface for automatic operation (Scheduler) for a period of one year from the acceptance of Item 4 of the Tender Price Schedule. These services are included in the price of Item 4 of the Tender Price Schedule.
- 7) The time limits specified in this Article may be extended for justified reasons (e.g. delays caused by the Contracting Authority's actions, delays in access to the site, changes in legislation, force majeure, delays in obtaining permits not attributable to the Vendor, objective disruptions to port operations, changes to the Contracting Authority's technical interfaces, etc.). Upon becoming aware of any such circumstances that may affect the contractual time limits under this Contract, the Vendor shall notify the Purchaser in writing without undue delay, and in any event no later than two (2) working days from the date on which it became aware of such circumstances, requesting an extension of the relevant time limit and stating the reasons why such an extension is necessary. The contractual time limit may be extended only by the period of the actual objective delay. The Parties expressly agree that the contractual time limits for the performance of the subject matter of this Contract may be amended only by mutual agreement, and that the Purchaser shall have no obligation or duty to consent to any extension of time. Any agreement to amend a contractual time limit shall be made in writing in the form of an amendment to this Contract. In the event of an extension of any contractual time limit, the Vendor shall, as a condition for the validity of the amendment, also provide the Purchaser with a corresponding extension of the validity of those financial security instruments whose validity is linked to

<p>VI. OBVEZNOSTI PRODAJALCA</p> <p>7a. člen</p> <p>1) Prodajalec se obvezuje, da bo:</p> <ul style="list-style-type: none"> ○ dobavil opremo s profesionalno skrbnostjo in v skladu z določili te pogodbe; ○ zagotovil brezhibno delovanje opreme, brez dejanskih in pravnih napak, ki bo ustrezala vsem veljavnim standardom CE certifikata v Evropski uniji ter tehničnim zahtevam in vsem standardom, ki se nanašajo na varovanje in varnost pri delu, kvaliteto in kapaciteto, itd.; ○ obveščal in ažuriral kupca o vsem kar bi lahko vplivalo na kvaliteto in pravočasno izvedbo pogodbenih obveznosti; ○ uredil in naročniku predložil ustrezne instrumente finančnih zavarovanj v skladu s 4., 7b. in 14. členom te pogodbe; ○ pri izvajanju pogodbe spoštoval vsa pravila o redu, ki veljajo v Luki Koper d.d. (https://luka-kp.si/slo/varnost-v-pristaniscu); ○ v času izvajanja pogodbe na območju pristanišča Koper, ravnal skladno s predpisi o varnosti in zdravju pri delu, protipožarne varnosti in bo s prodajalcem sklenil Sporazum o ukrepih zagotavljanja varnosti, sicer za posledice opustitve prevzema popolno materialno in kazensko odgovornost. Navedeni sporazum je objavljen na spletni strani kupca. <p>2) Do prevzema posamezne opreme mora biti zagotovljena in kupcu predana vsa predpisana in s pogodbo zahtevana spremljajoča dokumentacija.</p> <p>7b. člen</p> <p>1) Kot pogoj za veljavnost te pogodbe, prodajalec predloži kupcu zavarovanje za dobro izvedbo pogodbenih obveznosti v roku 8</p>	<p>the extended contractual time limit.</p> <p>VI. OBLIGATION OF THE VENDOR</p> <p>Article 7a</p> <p>1) The Vendor undertakes:</p> <ul style="list-style-type: none"> ○ to deliver the equipment with a professional care and in accordance with the provisions of this contract; ○ to ensure that equipment will operate perfect and is without factual and legal errors, and complies with all applicable CE-Certificate standards in the European unit and technical requirements and all standards regarding security and work safety, quality and capacity, etc.; ○ to keep the Purchaser informed and updated about everything that could affect the quality and timely fulfilment of obligations under this contract; ○ provide and submit the required financial guarantees in accordance with articles 4, 7b and 14 of this contract; ○ while performing the contract, comply with all the rules and regulations in force at Luka Koper d.d. (https://www.luka-kp.si/en/port-guide/port-security/); ○ during the performance of the contract in the Port of Koper area, act in accordance with occupational health and safety regulations and fire safety regulations, and conclude with the Vendor an Agreement on Safety Measures; otherwise, he shall bear full material and criminal liability for any consequences arising from failure to comply. The said agreement is published on the buyer's website. <p>2) No later than the acceptance of each item of equipment, all prescribed and contractually required accompanying documentation must be provided and handed over to the purchaser.</p> <p>Article 7b</p> <p>1) The Vendor shall, within 8 working days from the receipt of signed copy of this contract, provide the Purchaser with a Performance Bond as a condition</p>
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<p>delovnih dni od prejema s strani obeh pogodbenih strank podpisane kopije te pogodbe.</p> <p>2) Kot instrument finančnega zavarovanja za dobro izvedbo pogodbenih obveznosti se zahteva predložitev originalne bančne garancije za dobro izvedbo pogodbenih obveznosti, ki je sestavljena v skladu z Enotnimi pravili za bančne garancije na poziv (EPGP) Revizija 2010, objava MTZ št. 758 ali enakovredno kavcijsko zavarovanje.</p> <p>3) Vrednost in valuta instrumenta finančnega zavarovanja za dobro izvedbo pogodbenih obveznosti je 10 % pogodbene vrednosti iz 3. člena te pogodbe z DDV.</p> <p>4) Veljavnost instrumenta finančnega zavarovanja za dobro izvedbo pogodbenih obveznosti je najmanj devetdeset (90) dni po roku, ki je dogovorjen za končni prevzem (t.j. podpisan končni prevzemni zapisnik).</p> <p>5) V primeru, da prodajalec ne izpolnjuje svojih pogodbenih obveznosti glede dogovorjene kvalitete, količine in rokov, ki so določeni v tej pogodbi, kupec lahko unovči instrument finančnega zavarovanja za dobro izvedbo pogodbenih obveznosti.</p> <p>6) Instrument finančnega zavarovanja za dobro izvedbo pogodbenih obveznosti se vrne prodajalcu takoj po podpisu končnega prevzemnega zapisnika, na podlagi katerega kupec v celoti prevzame predmet te pogodbe in po prejemu instrumenta finančnega zavarovanja za odpravo napak v garancijskem roku v skladu s 14. členom te pogodbe.</p> <p>7) V primeru sklenitve dogovora o podaljšanju roka za končni prevzem predmeta pogodbe, prodajalec podaljša tudi veljavnost instrumenta finančnega</p>	<p>for the contract validity.</p> <p>2) As a financial security instrument for the due performance of the contractual obligations, the Vendor shall provide the original of a bank guarantee for the due performance of the contractual obligations, issued in accordance with the Uniform Rules for Demand Guarantees (URDG), Revision 2010, ICC Publication No. 758, or an equivalent surety bond.</p> <p>3) The amount and currency of the financial security instrument for the due performance of the contractual obligations shall be 10% of the Contract Price referred to in Article 3 of this Contract, inclusive of VAT .</p> <p>4) The financial security instrument for the due performance of the contractual obligations shall remain valid for at least ninety (90) days after the agreed date for the final acceptance of the subject matter of the Contract (i.e. the date of signing of the Final Acceptance Certificate).</p> <p>5) In the event that the Vendor fails to fulfil its contractual obligations with regard to the agreed quality, quantity, and deadlines specified in this Contract, the Purchaser may enforce the financial security instrument for the due performance of the contractual obligations.</p> <p>6) he financial security instrument for the due performance of the contractual obligations shall be returned to the Vendor immediately after the signing of the Final Acceptance Certificate, on the basis of which the Purchaser fully accepts the subject matter of this Contract, and after receipt of the financial security instrument for the rectification of defects during the warranty period in accordance with Article 14 of this Contract.</p> <p>7) In the event of an agreement to extend the deadline for the final acceptance of the subject matter of the Contract, the Vendor shall also extend the validity</p>
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zavarovanja do medsebojno dogovorjenega roka s kupcem. . V nasprotnem primeru je kupec upravičen do unovčitve instrumenta zavarovanja za dobro izvedbo pogodbenih obveznosti.

- 8) Po uspešnem zapisniškem prevzemu vseh dvigal (postavka 1 iz ponudbenega predračuna, po uspešno izvedenih testiranjih in prevzemu na končni lokaciji) lahko izvajalec naročniku predloži prenovljen instrument finančnega zavarovanja za dobro izvedbo pogodbenih obveznosti, in sicer v višini 10 % pogodbene vrednosti vsote postavk 2, 3 in 4 iz ponudbenega predračuna z DDV, z veljavnostjo vsaj 90 dni po predvidenem prevzemu postavke 4 iz ponudbenega predračuna. Prenovljen instrument lahko predloži pod pogojem, da obenem predloži tudi instrument finančnega zavarovanja za odpravo napak v garancijskem roku skladno s 14. členom pogodbe.

8.člen

- 1) Odgovornost prodajalca po tej pogodbi je omejena na znesek dejanske neposredne škode, ki jo je imel kupec. Skupna največja prodajalčeva odgovornost do kupca v zvezi s to pogodbo ne sme preseči skupne pogodbene cene. Prodajalec v nobenem primeru ni odgovoren za kakršno koli posebno, kazensko, naključno, posredno ali posledično škodo, vključno z, vendar ne omejeno na, izgubo proizvodnje, izgubo dobička, izgubo uporabe ali izgubo pogodb.

VII. POGODBENA KAZEN ZA ZAMUDO

9.člen

- 1) Pogodbeni stranki s to pogodbo določata tudi pogodbeno kazen, in sicer za sledeče primere: (a) za

period of the financial security instrument until the deadline mutually agreed with the Purchaser. In opposite case, the purchaser shall be entitled to utilize the Performance Bond.

- 8) Following the successful acceptance by means of an acceptance certificate of all cranes (Item 1 of the Tender Price Schedule, after successfully completed testing and acceptance at the final site), the Vendor may submit to the Purchaser a renewed financial security instrument for the due performance of the contractual obligations, in the amount of 10% of the Contract Price of the total value of Items 2, 3 and 4 of the Tender Price Schedule, inclusive of VAT, valid for at least 90 days after the anticipated acceptance date of Item 4 of the Tender Price Schedule. The Vendor may submit such renewed financial security instrument provided that it simultaneously submits the financial security instrument for the rectification of defects during the warranty period in accordance with Article 14 of this Contract.

Article 8

- 1) The Vendor's liability under this contract shall be limited to the amount of the actual direct damage suffered by the Purchaser. Vendor's total maximum liability to Purchaser in connection with this contract shall not exceed the total contract price. In no event shall Vendor be liable for any special, punitive, incidental, indirect, or consequential damages, including, but not limited to, loss of production, loss of profits, loss of use, or loss of contracts.

VII. PENALTIES FOR DELAY

Article 9

- 1) Herewith, the Parties stipulate the contractual penalty for the following cases: for (a) delay, (b) default caused by mistakes/ defects (improper execution) and (c) for non-performance. The total amount of contractual

<p>zamudo, (b) za zamudo v širšem smislu, ki nastane zaradi napak (nepravilne izpolnitve) ter (c) za neizpolnitev. Skupni znesek pogodbenih kazni ne more preseči 10 % pogodbene vrednosti.</p> <p>2) Če prodajalec zamudi katerikoli rok iz 6. člena pogodbe iz kateregakoli vzroka, razen v primeru višje sile, dolguje kupcu znesek v višini 0,5 % pogodbene vrednosti za vsak začetni teden zamude (pogodbena kazen za zamudo). Plačilo pogodbene kazni za zamudo ne sme presegati 10 % pogodbene vrednosti. Pravica do pogodbene kazni za zamudo nastane na podlagi pogodbe in dejstva zamude, kupec pa si je ni dolžan ponovno pridržati. Kupec lahko zato pogodbeno kazen za zamudo uveljavlja, tudi če si ob sprejemu zamudne izpolnitve prodajalca pravice do pogodbene kazni ni izrecno pridržal. Kot dan izpolnitve pogodbenih obveznosti za potrebe te določbe se šteje dan, ko je zapisniško sporazumno ugotovljeno dejstvo izpolnitve obveznosti (podpis posameznega zapisnika) ali, v primeru, če zapisniško izpolnitev ni ugotovljena, dan, ko je bil predmet pogodbe predan v posest kupcu in ga ta lahko nemoteno uporablja.</p> <p>3) Če prodajalec pravočasno konča pogodbena dela, vendar s stvarnimi ali pravnimi napakami, ki so prodajalcu pravočasno sporočene, in prodajalec do roka izvedbe pogodbenih del napake ne odpravi, je prodajalec dolžan plačati pogodbeno kazen za čas, ki teče od naslednjega dne po roku za izvedbo pogodbenih del do odprave vseh napak (pogodbena kazen zaradi napak), in sicer za vsak začetni teden neodprave napak znesek v višini 0,5% pogodbene vrednosti, skupno pa ne več kot 10% pogodbene vrednosti. Kot dan notifikacije napake se šteje dan, ko</p>	<p>penalties cannot exceed 10% of the contract amount.</p> <p>2) If the Vendor fails to meet any of the deadlines specified in Article 6 of this Contract for any reason other than force majeure, the Vendor shall be liable to the Purchaser for a contractual penalty for delay in the amount of 0.5% of the Contract Price for each commenced week of delay. The payment of the contractual penalty for delay shall not exceed 10% of the Contract Price. The Purchaser's right to claim the contractual penalty for delay arises from this Contract and the occurrence of the delay, and the Purchaser is not required to expressly reserve such right again. Therefore, the Purchaser may claim the contractual penalty for delay even if, upon acceptance of the Vendor's delayed performance, the Purchaser did not expressly reserve the right to claim such contractual penalty. For the purposes of this provision, the date of fulfilment of the contractual obligations shall be deemed to be the date on which the fulfilment of the obligations is jointly established by the Parties in an acceptance record (i.e. the date of signing of the relevant acceptance certificate) or, if such fulfilment is not established by an acceptance record, the date on which the subject matter of the Contract was handed over into the possession of the Purchaser and the Purchaser is able to use it without obstruction.</p> <p>3) If the Vendor completes the contractual works within the agreed deadline but with material or legal defects which have been duly notified to the Vendor, and the Vendor fails to remedy such defects by the deadline for completion of the contractual works, the Vendor shall be liable to pay a contractual penalty for the period commencing on the day following the deadline for completion of the contractual works and ending on the date on which all defects have been remedied (contractual penalty due to defects). The contractual penalty shall</p>
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<p>je bilo prodajalcu odposlano sporočilo o napaki po elektronski pošti, ustno ali s priporočeno pošto; kot dan odprave napake pa dan, ko je zapisniško ugotovljeno, da so bile vse grajane napake odpravljene ali, če zapisniško ni ugotovljen dan odprave napak, dan, ko so bile vse napake dejansko odpravljene, predmet pogodbe pa ponovno izročen v nemoteno uporabo kupca.</p> <p>4) Plačilo katerekoli pogodbene kazni prodajalca ne odvezuje od vseh garancijskih obveznosti po tej pogodbi, kakor tudi ne od odškodninske odgovornosti, v kolikor škoda presega pogodbeno kazen, vendar le do vrednosti te pogodbe.</p> <p>5) Za višino izračunane pogodbene kazni, o čemer kupec prodajalcu izstavi račun, se vzpostavi terjatev kupca do prodajalca in se obveznost kupca za znesek pogodbene kazni zmanjša oz. se z le-to pobota.</p> <p>6) Pogodbena kazen za neizpolnitev v višini 10% pogodbene vrednosti lahko kupec uveljavlja v vseh primerih, ko pride do razveze pogodbe zaradi odstopa od pogodbe zaradi zamude ali napak ali iz drugega razloga na strani prodajalca.</p> <p>7) Za potrebe obračuna pogodbene kazni skladno s to pogodbo se upošteva pogodbena vrednost z DDV.</p>	<p>amount to 0.5% of the Contract Price for each commenced week during which the defects remain unremedied, provided that the total amount of such contractual penalty shall not exceed 10% of the Contract Price. For the purposes of this provision, the date of notification of a defect shall be deemed to be the date on which the notification of the defect was sent to the Vendor by electronic mail, communicated orally, or sent by registered mail. The date of remedy of a defect shall be deemed to be the date on which it is established in an acceptance record that all notified defects have been remedied or, if the date of remedy is not established by an acceptance record, the date on which all defects have actually been remedied and the subject matter of the Contract has again been handed over to the Purchaser for uninterrupted use.</p> <p>4) Payment of any contractual penalty shall not relieve the Vendor from its guarantee obligations hereunder, nor from its liability for damages if the damage should exceed the contractual penalty, but up to the value of this Contract.</p> <p>5) The amount of penalty invoiced to the Vendor shall be deemed as the Purchaser's claim due from the Vendor and it shall be deducted from the Purchaser's liability for payment, or offset with it, as the case may be.</p> <p>6) The Purchaser may enforce the penalty for non-performance amounting to 10% of the Contract Price in any case of rescission of the Contract based on the withdrawal therefrom due to delay or defects or for any other reason on the part of the Vendor.</p> <p>7) For the purposes of calculating the contractual penalty in accordance with this Contract, the Contract Price inclusive of VAT shall be taken into account.</p>
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VIII. PREVZEMNA KONTROLA KOLIČINE IN KAKOVOSTI	VIII. QUANTITY AND QUALITY ACCEPTANCE
<p style="text-align: center;">10. člen</p> <p>1) Prodajalec mora vsaj 14 dni pred izvedbo prevoza dvigal iz proizvajalčevega(ih) obrata(ov) na končno lokacijo v Luko Koper, o tem pisno obvestiti kupca. Kupec ima pravico do kontrolnega pregleda (na lastne stroške) komponent in funkcionalnosti v proizvodnih obratih in na proizvajalčevi lokaciji montaže dvigal. Po ugotovitvi skladnosti komponent in funkcionalnosti z vsemi pogodbenimi zahtevami se podpiše zapisnik o navedenem pregledu, ki je podlaga za transport dvigal. Ta kontrolni pregled kupca je informativne narave in ne povzroča nobenih pravnih posledic za kupca. V primeru, da kontrolni pregled ni opravljen v 14 dneh od prodajalčevega obvestila o transportu, je prodajalec upravičen izvesti transport dvigal v Luko Koper brez kontrolnega pregleda.</p> <p>2) Prodajalec mora pisno obvestiti pooblaščen osebo kupca, da je blago, ki je predmet pogodbe oziroma posamezne postavke iz ponudbenega predračuna (v primeru dvigal to pomeni količinsko ustrezni del postavke 1), pripravljeno za prevzem.</p> <p>3) Posamezna prevzemna kontrola količine in kakovosti opreme (dvigala, delovne postaje) se izvede v Luki Koper s strani kupčeve prevzemne komisije. Prevzem se izvrši po tem, ko kupec prejme obvestilo prodajalca o pripravljenosti za prevzem. V primeru, da se prevzem ne izvede v roku 21 dni od prejema obvestila o pripravljenosti za prevzem (za dvigala pa v roku 6 tednov) ali se prevzem ne izvede v celoti (pa za to pri stranki, zaradi katere se s prevzemom zamuja oz. zaradi</p>	<p style="text-align: center;">Article 10</p> <p>1) The Vendor shall inform the Purchaser in writing at least 14 days before the transport of Cranes from the manufacturing plant(s) to the final location in the Port of Koper. The Purchaser has right for control inspection (at Purchaser's own costs) of the components and functionality at the manufacturing plants and on purchaser's location of Cranes assembly. Upon the ascertainment the components and functionality comply to all contractual requirements a protocol of the aforesaid shall be signed, which shall be the basis for the Cranes transport. This control inspection shall be of an informative nature only and shall not create any legal consequences or obligations for the Purchaser. If the control inspection is not carried out within 14 days of the Vendor's notice regarding the transportation, the Vendor shall be entitled to transport the Cranes to the Port of Koper without the control inspection having been performed.</p> <p>2) he Vendor shall notify the Purchaser's authorised representative in writing that the goods which are the subject matter of this Contract, or the relevant individual item of the Tender Price Schedule (in the case of cranes, this refers to the quantitatively corresponding part of Item 1), are ready for acceptance.</p> <p>3) The individual acceptance inspection of the quantity and quality of the equipment (cranes, workstations) shall be carried out at the Port of Koper by the Purchaser's acceptance committee. The acceptance shall take place after the Purchaser has received the Vendor's notification that the equipment is ready for acceptance. If the acceptance is not carried out within 21 days from receipt of the notification of readiness for acceptance (within 6 weeks in the case of cranes), or if the acceptance is not completed in full (provided that there is</p>

<p>katere se prevzem ni izvedel v celoti, ne obstaja utemeljen razlog) in v primeru, da kupec predmet pogodbe uporabi v skladu s 3. odstavkom tega člena, se smatra, da je prevzem posameznega predmeta pogodbe izveden 21. dan po prejemu obvestila o pripravljenosti za prevzem posamezne opreme (postavke ponudbenega predračuna; pri dvigalih pa 43. dan količinsko ustrezni del postavke 1).</p> <p>4) Kupec ne sme začeti z uporabo posameznega predmeta pogodbe pred podpisom prevzemnega zapisnika.</p> <p>5) Pogodbeni stranki soglašata, da kupec lahko upravlja s predmetom pogodbe na svojo lastno odgovornost že od datuma uspešnega prevzema posamezne postavke ponudbenega predračuna, tudi med tekom plačilnega roka.</p> <p style="text-align: center;">11. člen</p> <p>1) V primeru, da prevzemna komisija ugotovi, da dobava ustreza pogodbenim zahtevam, se sestavi prevzemni zapisnik o dobavi (v primeru delovnih postaj je to prevzemni zapisnik o dobavi in vzpostavitvi delovanja) oz. uspešno opravljeni storitvi, ki je osnova za plačilo. Zapisnik o dobavi dvigal je namenjen izključno potrditvi fizične dobave blaga in ne pomeni njegovega količinskega, kakovostnega ali funkcionalnega prevzema, niti ne vpliva na pravice kupca iz naslova prevzema, jamčevanja za napake, garancije ali drugih pogodbenih pravic. V primeru, da prevzemna komisija pri katerikoli prevzemni kontroli količine in kvalitete ugotovi, da dobava ne ustreza pogodbenim zahtevam ali da manjka katerikoli dokument, ki bi moral biti priložen, se sestavi zapisnik, v katerem se</p>	<p>no justified reason attributable to the party causing the delay in acceptance or preventing the full completion of the acceptance), and in the event that the Purchaser uses the subject matter of the Contract in accordance with paragraph 3 of this Article, the acceptance of the respective subject matter of the Contract shall be deemed to have been completed on the 21st day following receipt of the notification of readiness for acceptance of the respective equipment (item of the Tender Price Schedule; in the case of cranes, on the 43rd day for the quantitatively corresponding part of Item 1).</p> <p>4) Purchaser shall not commence the use of any individual item constituting the subject matter of this Contract prior to the signing of the acceptance record.</p> <p>5) Contracting parties agree, that Purchaser is entitled to operate the Subject of contract at his own risk and responsibility from the date of successful acceptance of an individual item of the Tender Price Schedule, including during the payment period.</p> <p style="text-align: center;">Article 11</p> <p>1) If the acceptance committee determines that the delivery complies with the contractual requirements, an acceptance record for the delivery shall be prepared (in the case of workstations, an acceptance record for the delivery and commissioning of operation) or for the successfully performed service, which shall constitute the basis for payment. The delivery record for the cranes shall be intended solely to confirm the physical delivery of the goods and shall not constitute their quantitative, qualitative, or functional acceptance, nor shall it affect the Purchaser's rights arising from acceptance, liability for defects, warranty, or any other contractual rights. If the acceptance committee, during any acceptance inspection of the quantity and quality, determines that the</p>
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<p>zavrne dobavo in navede zahtevo, da prodajalec odpravi napake oz. pomanjkljivosti. Te napake se navedejo v zapisniku in prodajalec jih mora nemudoma odpraviti. Zapisnik podpišeta obe pogodbeni stranki. V primeru, da prodajalec zavrne podpis zapisnika, mora biti to navedeno v zapisniku in dobava/prevzem se tako smatra kot zavrnjena.</p> <p>2) Prodajalec se obvezuje, da bo pomanjkljivosti odpravil na svoje lastne stroške v najkrajšem možnem roku po sprejemu prevzemnega zapisnika, kjer so te pomanjkljivosti navedene.</p> <p>3) V primeru, da prodajalec ne izpolni obvez v roku iz prejšnjega odstavka tega člena, je odgovoren za škodo, ki jo utрпи kupec zaradi dobave, ki ne ustreza pogodbenim zahtevam, vendar le do vrednosti te pogodbe.</p> <p>4) Pogodbeni stranki končni prevzemni zapisnik podpišeta, šele ko so predhodno podpisani vsi posamični prevzemni zapisniki za postavke 1, 2, 3 in 4 ponudbenega predračuna.</p> <p style="text-align: center;">12. člen</p> <p>1) Kupec pooblašča za svojega predstavnika g. _____; tel: _____; e-pošta: _____, prodajalca pa bo zastopal g. _____; tel: _____; e-pošta: _____.</p> <p>2) Pogodbeni stranki sta dolžni pisno obvestiti nasprotno stranko o spremembi osebe iz predhodnega odstavka v treh dneh po spremembi, na e-mail predstavnika iz prvega odstavka tega člena.</p>	<p>delivery does not comply with the contractual requirements or that any document which should have been provided is missing, a record shall be prepared rejecting the delivery and specifying the requirement for the Vendor to remedy the defects or deficiencies. Such defects shall be recorded in the acceptance record, and the Vendor shall remedy them without undue delay. The record shall be signed by both Parties. If the Vendor refuses to sign the record, such refusal shall be stated in the record, and the delivery/acceptance shall be deemed rejected.</p> <p>2) The Vendor undertakes to remedy the deficiencies on his own expenses at the shortest time possible after the acceptance of the Acceptance certificate where the defects are stated.</p> <p>3) In case the Vendor fails to fulfil his obligation within the term as per previous paragraphs of this article, he shall be liable for all damages suffered by the Purchaser because of the delivery non-corresponding to the contractual requirements, but up to the value of this Contract.</p> <p>4) The Parties shall sign the Final Acceptance Certificate only after all individual acceptance records for Items 1, 2, 3, and 4 of the Tender Price Schedule have been signed in advance.</p> <p style="text-align: center;">Article 12</p> <p>1) The Purchaser authorizes Mr. _____; tel: _____; e-mail: _____ to act as its Representative, and the Vendor will be represented by Mr./Mrs. _____; _____; tel: _____; e-mail: _____.</p> <p>2) Together with the subject matter of this Contract, the Vendor shall also provide the Purchaser with all documentation relating to the delivered subject matter</p>
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IX. DOKUMENTACIJA

13a. člen

- 1) Skupaj s predmetom te pogodbe mora prodajalec za dobavljen predmet pogodbe predložiti naročniku tudi vso dokumentacijo skladno z zahtevami dokumentacije v zvezi z oddajo javnega naročila JN 40/2026.

13b. člen

- 2) Dokumenti, slike, poročila, tehnične informacije, definicije, opisi, priročniki in kakršna koli druga intelektualna lastnina, ki jo dobi kupec, se brez soglasja prodajalca ne sme uporabiti za noben drugi namen razen za postavitev, zagon obratovanja, delovanje ali vzdrževanje opreme. V primeru, da bi to pomenilo kršitev pravic intelektualne lastnine iz te pogodbe ali veljavne zakonodaje, se jih ne sme drugače uporabljati ali kopirati, reproducirati, prenesti ali posredovati tretjim osebam.
- 3) Ne glede na določbe tega člena, kupec lahko proda ali odda v najem predmet te pogodbe tretjim osebam.

X. GARANCIJA

14. člen

- 1) Prodajalec zagotavlja, da ima oprema oziroma blago, ki je predmet dobave po tej pogodbi, vse dogovorjene tehnične in druge značilnosti opreme, ki so navedeni v poglavju "III. Specifikacija naročila" in v prilogi 1 »Tehnične zahteve_Technical requirement JN 40_2026«. Prodajalec tudi zagotavlja, da oprema ustreza vsem predpisanim standardom, kakovosti in zmožljivosti, kot tudi varnosti in varovanju pri delu, tako da jo kupec

of the Contract, in accordance with the requirements set out in the procurement documentation for the public procurement procedure JN 40/2026.

IX. DOCUMENTATION

Article 13a

- 1) Along with the subject of this contract the Vendor shall be liable to deliver the documents for the every Subject of contract in accordance with the requirements of tender documentation JN 40/2026.
- 2) The contracting parties are obliged to inform the other party in writing about the change in the person from the previous paragraph within three days after the change.

Article 13b

- 1) Documents, drawings, reports, technical information, definitions, descriptions, manuals and any other intellectual property received by the Purchaser shall not, without the consent of the Vendor, be used for any other purpose than for the erection, commissioning, operation or maintenance of the equipment. They may not otherwise be used or copied, reproduced, transmitted or communicated to a third party if this would constitute a breach of intellectual property under this agreement or applicable law.
- 2) Notwithstanding the provisions of this article the Purchaser is allowed to sell or to rent the subject of this contract to third parties.

X. WARRANTY

Article 14

- 1) The Vendor shall guarantee that the equipment / goods, which are the subject of delivery under this contract, have all agreed technical and other characteristics of the equipment specified in paragraph "III. Specifikacija

<p>lahko uporabi v skladu s "Tehničnimi zahtevami".</p> <p>Ta garancija je dana pod pogojem, da se predmet pogodbe v vseh pogledih uporablja, vodi, upravlja, servisira in vzdržuje, v skladu z prodajalčevimi navodili in pod posebnimi navedenimi pogoji obratovanja.</p> <p>Iz garancije so izvzete naslednje postavke:</p> <ol style="list-style-type: none"> a. popravilo ali zamenjava, ki sta nujna zaradi običajne obrabe ali zaradi vandalizma; b. potrošni material; c. popravila, nadomestitve ali prilagoditve, ki jih je izvedel ali začel kupec; d. manjkajoča poročila o napakah v zgoraj navedenem garancijskem obdobju; e. napake ali škoda, ki so nastali zaradi malomarnosti, za katere je odgovoren kupec razen prodajalčevih malomarnosti, nesreča, zloraba, neprimerna namestitvev (razen naprav, ki jih je izdelal prodajalec ali njegov podpogodbenuk), če kupec ne upošteva navodil za uporabo predmeta pogodbe. <p>2) Prodajalec daje naročniku garancijo za dobavljeno opremo oziroma izvedena dela najmanj v trajanju dve (2) leti, pri čemer poleg tega daje garancijo:</p> <ul style="list-style-type: none"> o najmanj 5 (pet) let za jekleno konstrukcijo dvigal in mehanske komponente, o najmanj 8 (osem) let za protikorozijsko zaščito dvigal. <p>3) Garancijska doba za predmet posamezne postavke iz ponudbenega predračuna začne teči z datumom prevzema posamezne postavke iz ponudbenega predračuna v skladu z</p>	<p>naročila" and in attachment » Tehnične zahteve_Technical requirement JN 40_2026«. Vendor also guarantees that the equipment fulfil with all regulatory standards, quality and capacity, as well as security and safety for work so that the Purchaser will use them in accordance with "Technical requirements".</p> <p>This warranty is given on the condition that the Subject of contract is used, operated, handled, serviced and maintained properly, in accordance with the Vendor's instructions and under specified operating conditions.</p> <p>Excluded from the warranty are the following parts:</p> <ol style="list-style-type: none"> a. to which repair or replacement becomes necessary due to normal wear and tear or due to vandalism; b. which are exhaustible items,; c. in which repairs, alternations or adjustments have been performed or begun by the Purchaser; d. which failures are not promptly reported to the Vendor within the warranty period above; e. which failures or damage are due to negligence other than that of the Vendor, accident, abuse, improper installation (other than installations made by the Vendor or his subcontractor), improper operation. <p>2) The Vendor shall provide the Purchaser with a warranty for the supplied equipment and/or performed works for a minimum period of two (2) years, and shall additionally provide the following warranties:</p> <ul style="list-style-type: none"> o a warranty period of not less than five (5) years for the steel structure of the lifts and their mechanical components; and o a warranty period of not less than eight (8) years for the anti-corrosion protection of the Cranes. <p>3) The warranty period for the subject</p>
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<p>določilom 10. in 11. člena te pogodbe.</p> <p>4) Garancija vključuje brezplačne rezervne/nadomestne dele, transportne stroške in vse stroške v zvezi s popravili, vključno s prihodom pooblaščenega servisnega inženirja in izvedbo del.</p> <p>5) Kupec mora takoj po odkritju napake pisno (po pošti) ali z e-mailom obvestiti prodajalca o napaki na predmetu pogodbe.</p> <p>6) Prodajalec se obvezuje, da bo kupcu izročil instrument finančnega zavarovanja za odpravo napak v garancijski dobi v roku 10 delovnih dni po datumu obojestranskega podpisa končnega prevzemnega zapisnika (tj. prevzema celotnega predmeta pogodbe).</p> <p>7) Vrsta garancije za odpravo napak v garancijski dobi: Zahteva se originalna bančna nepreklicna, brezpogojna garancija za izpolnitev garancijskih obveznosti v garancijskem obdobju sestavljena v skladu z Enotnimi pravili za bančne garancije na poziv (EPGP), revizija 2010, objava MTZ št. 758 ali enakovredno kavcijsko zavarovanje. Višina zavarovanja je: 5 % pogodbene vrednosti iz 3. člena, vključno z DDV.</p> <p>8) Veljavnost finančnega zavarovanja je 25 mesecev od datuma končnega prevzema vseh postavk iz ponudbenega predračuna. Finančno zavarovanje se lahko unovči pod naslednjimi pogoji:</p> <ul style="list-style-type: none"> - v primeru, da prodajalec med garancijskim obdobjem ne izpolni garancijskih obveznosti, ki so določene v tej pogodbi; - v primeru, da prodajalec objavi plačilno nesposobnost, prisilno poravnavo ali stečaj - v primeru, da prodajalec ne izvaja storitve aplikativne podpore in 	<p>matter of each individual item of the Tender Price Schedule shall commence on the date of acceptance of the respective item of the Tender Price Schedule in accordance with the provisions of Articles 10 and 11 of this Contract.</p> <p>4) The guarantee shall comprise spare/replacement parts free of charge, transport costs and all costs concerning repairs, including the arrival of authorized service engineer and implementation of works.</p> <p>5) The Purchaser shall obligatory promptly inform the vendor about the defect in Subject of contract in writing (by post) or by e-mail after the discovery of the defect.</p> <p>6) The Vendor shall provide the Purchaser with a warranty bond securing the rectification of defects during the warranty period within ten (10) business days after the date of mutual signing of the Final Acceptance Certificate (i.e. acceptance of the entire matter of supply under this Contract).</p> <p>7) Type of Warranty Bond: The Vendor shall provide the original irrevocable, unconditional bank guarantee for the fulfilment of warranty obligations under the warranty period prepared in accordance with Uniform Rules for Demand Guarantees (URDG) revision 2010, ICC publication no. 758. The submitted demand guarantee shall contain a provision stating that the submitted demand guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) revision 2010, ICC publication no. 758. Value and currency: 5 % of the contractual amount from article 3 incl. VAT</p> <p>8) he validity period of the financial security instrument shall be 25 months from the date of the final acceptance of all items of the Tender Price Schedule. The financial security instrument may be enforced under the following conditions:</p> <ul style="list-style-type: none"> - if the Vendor during the warranty period
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<p>razvoja vmesnika za avtomatsko delovanje (Scheduler).</p> <p>9) V garancijskem obdobju prodajalec odpravi vse napake in nepravilnosti, ki predstavljajo razliko med dejanskim delovanjem in tehničnimi zahtevami.</p> <p>10) V primeru, da prodajalec ne predloži kupcu instrumenta zavarovanja za odpravo napak v garancijskem obdobju v skladu s tem členom, je kupec kot pavšalno odškodnino upravičen unovčiti instrument zavarovanja za dobro izvedbo pogodbenih obveznosti v celoti in dodatno zadržati denarna sredstva v višini zahtevanega instrumenta za odpravo napak do izteka roka iz osmega odstavka tega člena. Zadržani znesek se ne obrestuje.</p> <p style="text-align: center;">15. člen</p> <p>1) Prodajalec se obvezuje, da bo v garancijskem obdobju na svoje stroške odpravil v roku 48 ur (med delovnimi dnevi) od prejema obvestila vse napake, ki bi se pojavile zaradi napak v proizvodnji, napak na materialu ali na opremi. Napake se sporočajo predstavniku prodajalca, navedenemu v 12. členu te pogodbe.</p> <p>2) V primeru, da prodajalec ne odpravi napake v roku, ki je določen v prvem odstavku tega člena, kupec lahko naroči popravilo s strani drugega subjekta (pooblaščenega za odpravljanje napak na opremi oz. poseganje v opremo) na stroške in tveganje prodajalca. V primeru, da kupcu ne bo znan podatek, kateri subjekt, ki ni prodajalec, je pooblaščen oz. upravičen za odpravo napake na opremi, bo kupec prodajalca pisno pozval, da mu sporoči ta podatek; prodajalec je dolžan naročniku v roku 48 ur po prejemu poziva pisno posredovati omenjen podatek o tem (drugem) subjektu. V kolikor prodajalec ne bo</p>	<p>does not perform warranty obligations specified in the contract;</p> <ul style="list-style-type: none"> - if the Vendor publishes insolvency, receivership or bankruptcy. - in the event that the Vendor fails to provide application support services and further development of the interface for automatic operation (Scheduler). <p>9) For the duration of the warranty period, the Vendor shall eliminate all errors and irregularities which represent the difference between the actual functioning and the technical requirements.</p> <p>10) In the event that the Vendor fails to provide the Purchaser with the financial security instrument for the rectification of defects during the warranty period in accordance with this Article, the Purchaser shall be entitled, as liquidated damages, to enforce the financial security instrument for the due performance of the contractual obligations in full and, in addition, to retain funds in the amount of the required financial security instrument for the rectification of defects until expiry of the period specified in paragraph 8 of this Article. The retained amount shall not bear interest.</p> <p style="text-align: center;">Article 15</p> <p>1) During the guarantee period the Vendor on his own costs undertakes to eliminate within 48 hours (during working days) from the receipt of the notification all defects which should occur because of the defects in the production, defects on material or on equipment. Defects shall be reported to the Purchaser representative specified in Article 12 of this contract.</p> <p>2) In the event that the Vendor fails to remedy the defect within the period specified in paragraph 1 of this Article, the Purchaser may on the Vendor's cost and risk order the reparation by another person (authorized to eliminate the defects on the equipment or intervent on the equipment). In the event that</p>
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<p>posredoval omenjenega podatka v roku iz tega odstavka, lahko kupec naroči popravilo s strani drugega subjekta po presoji kupca, na stroške in tveganje prodajalca. S posredovanjem naročila drugemu subjektu iz razlogov, navedenih v tem odstavku, kupec ne izgubi pravic in ugodnosti, ki izhajajo iz prodajalčeve garancije za predmet te pogodbe.</p> <p>3) Prodajalec ni odgovoren za zamude pri odpravi napak v primeru okoliščin iz 18. člena te pogodbe.</p> <p style="text-align: center;">16. člen</p> <p>1) Prodajalec se obvezuje, da bo zagotovil razpoložljivost rezervnih delov in morebitno intervencijo iz poprodajne storitve za predmet pogodbe in rezervne dele iz te pogodbe za dobo 10 let od sklenitve pogodbe.</p> <p>2) Prodajalčeva obveznost iz prvega odstavka tega člena ne ugasne v primeru likvidacije, stečaja ali kakršnegakoli prenehanja dejavnosti s strani proizvajalca.</p> <p style="text-align: center;">17. člen</p> <p>1) Za nadomestne oz. dele, ki so popravljene med garancijsko dobo veljajo isti garancijski pogoji kot za originalne dele oz. predmeta pogodbe. Vendar pa garancija za zamenjane in popravljene dele ne velja več kot 1 leto od zamenjave/popravila.</p>	<p>the Purchaser does not know which entity, which is not the Vendor, is authorized or entitled to rectify a defect in the equipment, the Purchaser will ask the Vendor in writing to inform him of this information; the Vendor is obliged to provide the client with the mentioned information about this (other) subject in writing within 48 hours after receiving the request. If the Vendor does not provide the above-mentioned information within the period specified in this paragraph, the buyer can order repairs by another entity at the discretion of the Purchaser, at the vendor's expense and risk. By passing the order to another person because of the reasons as per this paragraph, the Purchaser shall not lose the rights and benefits resulting from the Vendor's guarantee for the subject of this contract.</p> <p>3) The Vendor shall not be liable for the delays in the rectification of defects in the event of circumstances referred to article 18 of this contract.</p> <p style="text-align: center;">Article 16</p> <p>1) The vendor undertakes to guarantee the availability of spare parts and the eventual intervention for the after-sales service concerning the Subject of contract and spare parts as per this contract for the term of 10 years from the date of conclusion of this contract.</p> <p>2) The vendor's obligation as per paragraph 1 of this article shall not cease in the event of liquidation, bankruptcy or whatever termination of the producer.</p> <p style="text-align: center;">Article 17</p> <p>3) Replacement parts and parts repaired during the warranty period shall be subject to the same warranty terms and conditions as the original parts and/or the subject matter of the Contract. However, the warranty for replaced or repaired parts shall not extend beyond one (1) year from the date of replacement or repair.</p>
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XI. IZVZEM OBVEZNOSTI	XI. EXEMPTION OF LIABILITIES
<p style="text-align: center;">18. člen</p> <p>1) Višja sila za čas njenega trajanja podaljša vse pogodbene roke, ki v času trajanja višje sile ne tečejo.</p> <p>2) Višjo silo predstavljajo vsi dogodki ali okoliščine, ki se lahko zgodijo po podpisu pogodbe in ki jih pogodbeni strani ne moreta pričakovati, se jim izogniti ali jih preprečiti. Brez omejitev za zgoraj navedeno, so primeri višje sile naravne nesreče, požari, vojne (razglašene ali ne), stavke, upori, revolucije, izpad električne energije, nedobava goriva, neizvedba transporta, izpad dobave opreme in drugega blaga ali storitev, naravne nesreče, vladni akti, prepoved na izvoz ali izvoz, požari, eksplozije, poplave, nesreče, sabotaze, nespremenjeni vremenski pogoji, izgredi in okvare ali izgube med prevozom ali skladiščenjem tudi zamude pri dobavi s strani podpogodbenikov (ki je posledica višje sile kot opredeljeno v tej pogodbi), izjemno močni vetrovi, megla, led in druge slabe plovne razmere, ki jih pogodbeni stranka ne more predvideti in lahko preprečijo zamude v ladijskem prevozu in onemogočijo pravočasno dostavo opreme na lokacijo ali pravočasno nakladanje na ladjo.</p> <p style="text-align: center;">19. člen</p> <p>3) Pogodbena stranka, ki utрпи takšno višjo silo, mora takoj o tem obvestiti drugo pogodbeno stran z e-mailom z navedbo razloga in približnega trajanja višje sile.</p> <p>4) Po prenehanju višje sile, mora pogodbeni stranka obvestiti drugo pogodbeno stran na enak način kot ob njenem nastanku. Pogodbena stranka, ki utрпи višjo silo, mora dokumentirati vzrok za tak primer višje sile in nosi dokazno breme obstoja višje sile.</p>	<p style="text-align: center;">Article 18</p> <p>1) All contractual terms that do not expire during the duration of force majeure shall be extended for the duration of force majeure.</p> <p>2) As force majeure shall be meant all events or circumstances which may occur after the signature of the contract and the parties could not expect, avoid or divert. Without limiting the foregoing, the examples of force majeure are Act of God, fire, wars (whether declared or not), strikes, revolts, revolution, failure of supplies of power, fuel, transport, equipment or other goods or services, natural disasters, acts of government, export or import prohibitions, fire, explosions, floods, accidents, sabotage, unacceptable weather conditions, civil commotion, riots and breakage or loss during transportation or storage as well as delays of deliveries by the subcontractors (when caused by Force Majeure as herein defined), exceptionally strong winds, fog, ice and other bad navigational conditions, which a Party cannot have foreseen and which can prevent the vessel from reaching the Site or Yards on time or loading an equipment onboard the vessel.</p> <p style="text-align: center;">Article 19</p> <p>1) The contract party suffering such a force majeure shall be liable to inform promptly the other party by e-mail stating the reason and approximate duration of the force majeure.</p> <p>2) At the termination of the force majeure the party shall be liable to inform the other party in the same mode as for its start. The party suffering such Force majeure shall be liable to document the cause for such a force majeure and carries the proof of the existence of a higher force.</p> <p style="text-align: center;">Article 20</p> <p>1) Should the duration of force majeure exceed three months, the parties shall</p>

<p style="text-align: center;">20. člen</p> <p>5) V primeru, da je trajanje višje sile daljše od treh mesecev, se pogodbeni strani dogovorita o nadaljnjem izvajanju te pogodbe. V primeru da ne dosežeta dogovora, lahko vsaka pogodbeni stran odstopi od pogodbe brez uveljavljanja pravice do odškodninskih zahtevkov.</p> <p>6) V primeru, da so bili posamezni predmeti pogodbe že dostavljeni v skladu z določbami te pogodbe, bo kupec prodajalcu plačal njihovo ceno.</p> <p style="text-align: center;">21. člen</p> <p>7) Za vsa vprašanja, ki niso urejena s to pogodbo, stranki soglašata z uporabo določil Obligacijskega zakonika (OZ).</p>	<p>agree on further implementation of this contract. Should they fail to reach a contract, then any of parties may withdraw from the contract without any right to claims for damages.</p> <p>2) If individual subjects of contract have been already delivered according the provisions of the contract in good manner, the customer will pay to the Vendor the price of them.</p> <p style="text-align: center;">Article 21</p> <p>3) For all issues that are not regulated by this contract, the parties agree to use the provisions of the Code of Obligations (OZ).</p>
<p>XII. PROTİKORUPCIJSKA KLAVZULA IN RAZVEZNI POGOJ</p> <p style="text-align: center;">22. člen</p> <p>1) Pogodbeni stranki potrjujeta, da sta seznanjeni in se zavedata dejstva, da je predmetna pogodba nična, če je ali bo v katerikoli fazi sklepanja ali izvajanja te pogodbe kdo v imenu ali na račun prodajalca predstavniku ali posredniku kupca obljubil, ponudil ali dal kašno nedovoljeno korist za pridobitev posla po tej pogodbi, za sklenitev posla pod ugodnejšimi pogoji, za opustitev dolžnega nadzora nad izvajanjem pogodbenih obveznosti ali za drugo ravnanje ali opustitev, s katerim je ali bo kupcu povzročena škoda ali pa je ali bo omogočena pridobitev nedovoljene koristi predstavniku ali posredniku kupca in/ali prodajalca ali njegovemu predstavniku, zastopniku ali posredniku.</p> <p>2) Pogodbeni stranki se zavezujeta izogibanja vsakršnih ravnanj, ki bi povzročila ničnost pogodbe po prejšnjem odstavku tega člena. Ta izjava predstavlja izjavo v skladu s</p>	<p>XII. ANTI-CORRUPTION CLAUSE AND RESOLUTORY CONDITION</p> <p style="text-align: center;">Article 22</p> <p>1) The Parties hereby confirm having been informed and aware of the fact that said Contract shall be null and void if at any stage of negotiation/conclusion or execution hereof any person had or will have promised, offered or given on behalf or account of the Vendor to any representative, agent or broker of the Customer any undue advantage or benefit with the intent of acquiring the business hereunder, concluding said business under more favourable terms, by omission of the due supervision over the performance of obligations hereunder, or by any other act, conduct or omission resulting in a damage or loss to the Customer, or allowing to obtain undue advantage to any representative, agent or broker of the Customer and/or or the Vendor or to their representatives, agents or brokers.</p> <p>2) Contracting parties undertake to avoid any practices that would lead to the contract be null under the preceding paragraph of this article. This declaration constitutes a statement in accordance with the rules on integrity and prevention of corruption.</p> <p>3) By signing this contract, the Vendor declares that at any stage of conclusion</p>

<p>predpisi o integriteti in preprečevanju korupcije.</p> <p>3) Prodajalec s podpisom te pogodbe izjavlja, da v katerikoli fazi sklepanja oz. izvajanja te pogodbe ni in ne bo sklepal poslov s člani uprave, nadzornega sveta ter poslovodji in prokuristi družbe ali njihovimi družinskimi člani ter se seznanja, da je za te posle v skladu z 270a. členom Zakona o gospodarskih družbah dolžan predhodno obvestiti družbo kupca, saj je za sklenitev potrebno soglasje nadzornega sveta oziroma soglasje skupščine. Prodajalec izjavlja, da je seznanjen z vsebino tega odstavka pogodbe, z obveznostjo obveščanja in so mu znane posledice, ki iz njega izvirajo, zato soglaša, da posebna pisna izjava prodajalca neobstoju navedenih okoliščin ni potrebna oziroma se le-tej odpoveduje.</p> <p>4) Ta pogodba preneha veljati v primeru nastopa razveznega pogoja, ki se uresniči, če je kupec seznanjen, da je sodišče s pravnomočno odločitvijo ugotovilo kršitev obveznosti iz drugega odstavka 3. člena ZJN-3 s strani izvajalca pogodbe o izvedbi javnega naročila ali njegovega podizvajalca ali če je kupec seznanjen, da je pristojni državni organ pri prodajalcu ali njegovem podizvajalcu v času izvajanja pogodbe ugotovil najmanj dve kršitvi v zvezi s plačilom za delo, delovnim časom, počitki, opravljanjem dela na podlagi pogodb civilnega prava kljub obstoju elementov delovnega razmerja ali v zvezi z zaposlovanjem na črno in za kateri mu je bila s pravnomočno odločitvijo ali več pravnomočnimi odločitvami izrečena globa za prekršek.</p> <p>V primeru seznanitve kupca s kršitvijo mora ta o tem obvestiti</p>	<p>or implementation of this Contract, he has not and he shall not enter into transactions with members of the management board, the supervisory board , managers and company's procurators or their family member, and he acknowledges that for these transactions it is in accordance with Article 270a. pursuant to the Companies Act , he shall be obliged to notify the Purchaser's company in advance, since the conclusion is subject to the consent of the supervisory board or of the Shareholders' meeting. The Vendor declares being aware of the content of this paragraph of the contract, with the obligation to inform and is aware of the consequences arising thereof, therefore he agrees that a special written statement on the non-existence of the stated circumstances by the Vendor shall not be necessary or he shall waive it.</p> <p>4) This contract ceases to be valid in the event of the occurrence of a termination condition, which is realized if the Purchaser is aware that the court, with a final decision found a violation of the obligations from the second paragraph of Article 3 of the Public Procurement Act-3 by the contractor of the public procurement contract or his subcontractor or if the the purchaser is aware that the competent state authority has found at least two violations by the Vendor or his subcontractor during the execution of the contract in relation to the payment for work, working hours, rest, performance of work based on contracts governed by civil law despite the existence of elements of an employment relationship or in relation to the illegal employment and for which he head been fined for an offense by a final decision or several final decisions.</p> <p>If the Purchaser becomes aware of the violation, he must inform the Vendor about it within ten days. The Vendor must, within the time limit set by the Purchaser, which may not be longer</p>
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prodajalca v desetih dneh. Prodajalec lahko v roku, ki ga določi kupec, ki pa ne sme biti daljši kot 15 dni, predloži dokaze, da je sprejel zadostne ukrepe, s katerimi lahko dokaže svojo zanesljivost kljub obstoju kršitev. Če obstaja kršitev pri podizvajalcu, lahko prodajalec v istem roku predloži dokaze, da je podizvajalec sprejel zadostne ukrepe, s katerimi lahko dokaže svojo zanesljivost kljub obstoju kršitev. Če prodajalec ni predložil dokazov za podizvajalca ali če jih je, pa kupec oceni, da ti ukrepi ne zadoščajo, lahko prodajalec zamenja podizvajalca v roku, ki ga določi kupec in ne sme biti daljši od 15 dni v skladu s 94. členom ZJN-3, ali sam prevzame del, ki ga je oddal v podizvajanje temu podizvajalcu, če ta zamenjava ali prevzem ne pomeni bistvene spremembe pogodbe. Če prodajalec ni predložil dokazov zase ali za podizvajalca ali če jih je, pa kupec oceni, da ti ukrepi ne zadoščajo, ali če prodajalec ne prevzame del sam ali predlaga novega podizvajalca ali če kupec v skladu s 94. členom ZJN-3 pravočasno predlaganega novega podizvajalca zavrne, se razvezni pogoj uresniči pod pogojem, da je od seznanitve kupca s kršitvijo in do izteka veljavnosti pogodbe še najmanj šest mesecev.

V primeru izpolnitve razveznega pogoja se šteje, da je pogodba razvezana z dnem sklenitve nove pogodbe o izvedbi javnega naročila, kupec pa mora nov postopek oddaje javnega naročila začeti nemudoma, vendar najkasneje v 60 dneh od seznanitve s kršitvijo. Če kupec v tem roku ne začne novega postopka javnega naročila, se šteje, da je pogodba razvezana šestdeseti dan od seznanitve s kršitvijo. V takem primeru kupec unovči finančno zavarovanje za dobro izvedbo

than 15 days, submit evidence that he has taken sufficient measures to prove his reliability despite the existence of violations. If the Vendor fails to submit evidence for the subcontractor, or if there is evidence, but the Purchaser considers that these measures are insufficient, the Vendor can replace the subcontractor within the period determined by the Purchaser, which must not be longer than 15 days in accordance of the Article 94 of the Public procurement Act-3, or he takes over the work he has subcontracted to the subcontractor, if this replacement or takeover shall not constitute a substantial change to the contract. If the Vendor has failed to provide evidence for himself or the subcontractor, or if he has provided them, but the the Purchaser considers that these measures are not sufficient, or if the Vendor does not take over the works himself or proposes a new subcontractor, or if the Purchaser in accordance with Article 94 of the Public Procurement Act-3, rejects a timely proposed new subcontractor, the resolutive condition is fulfilled on the condition that at least six months remain between the Purchaser's knowledge of the violation and the expiration of the contract.

If the resolutive condition is met, the contract shall be deemed to be terminated on the date of the conclusion of a new public procurement contract, and the Purchaser must start immediately a new public procurement procedure, but not later within 60 days of becoming aware of the violation. If the Purchaser does not start a new public procurement procedure, the contract shall be deemed terminated on the sixtieth day after being informed about the violation. In such a case, the Purchaser shall enforce the performance bond for the good performance of the contractual obligation in the total amount, and request the payment of the difference up to full compensation from

pogodbenih obveznosti v celotnem znesku, razliko do polne odškodnine pa zahteva v plačilo od prodajalca.

XIII. VELJAVNOST POGODBE

23. člen

- 1) Pogodba je sklenjena, ko jo podpišeta obe pogodbeni stranki in postane veljavna pod izpolnitvijo odložnega pogoja predložitve instrumenta zavarovanja za dobro izvedbo pogodbenih obveznosti iz 7b. člena.

XIV. KONČNO DOLOČILO

24. člen

- 1) Pogodba se lahko spremeni s pisnim aneksom, ki ga potrdita in podpišeta obe pogodbeni stranki. V primeru, da kakršnokoli določilo iz te pogodbe je ali bi postalo neveljavno, to ne bi smelo vplivati na preostala pogodbeno določila. Neveljavno določilo se mora zamenjati z veljavnim določilom, ki mora do največje možne mere služiti namenu, ki mu sledita pogodbeni stranki.
- 2) Ta pogodba, vključno z dodatki, sezname itd., predstavlja celoten sporazum med pogodbenima strankama glede predmeta te pogodbe in nadomešča vse predhodne ustne ali pisne dogovore in sporazume med pogodbenima strankama.
- 3) Pogodbeni stranki bosta morebitne spore nastale iz te pogodbe ali zaradi te pogodbe uredili sporazumno, v primeru, da sporazumna rešitev ne bo mogoča, bo za rešitev sporov pristojno sodišče v Kopru ob uporabi slovenskega prava, razen določil mednarodnega zasebnega prava.

the Vendor.

XIII. VALIDITY OF THE CONTRACT

Article 23

- 1) This Contract is concluded when signed by both Contracting Parties and shall become effective upon fulfilment of the condition precedent of the submission of the performance security instrument pursuant to Article 7b.

XIV. FINAL PROVISION

Article 24

- 1) The contract may be modified or amended by means of a written annex, approved and signed by both contracting parties. Should any of the provisions of this contract be or become invalid, this shall not affect the remaining contract provisions. The invalid provision shall be replaced by a valid one that shall, to the largest extent possible, serve the purpose pursued by the contractual parties.
- 2) This contract, inclusive of its appendices, schedules etc., represents the entire understanding between the Parties with regard to the subject matter hereof and supersedes all prior discussions and agreements between them, whether orally or in writing.
- 3) The Parties shall resolve any dispute arising from, or in connection with this Contract, by mutual agreement; if they fail to reach an agreement, the dispute shall be referred to the competent court in Koper, applying the Slovenian Law, excluding the provisions of international private law.
- 4) Having entered into this Contract, the Vendor declares to acknowledge and observe the Code of Ethics of the Purchaser that is published on the home page of the latter.
- 5) Furthermore, the Vendor undertakes to act in compliance with the Code of Conduct for business partners to

<p>4) Prodajalec s sklenitvijo te pogodbe izjavlja, da je seznanjen z Etičnim kodeksom kupca, ki je objavljen na spletni strani kupca.</p> <p>5) Prodajalec se zavezuje ravnati tudi skladno s Kodeksom ravnanja poslovnih partnerjev družb Skupine Luka Koper, ki je prav tako objavljen na spletni strani kupca in za kar je tudi podpisal »Izjavo ponudnika o spoštovanju kodeksa ravnanja poslovnih partnerjev skupine LUKA KOPER.</p> <p>6) Ta pogodba je sestavljena v slovenskem in angleškem jeziku. V primeru neskladja med besedilom v slovenskem in angleškem jeziku prevlada besedilo v slovenskem jeziku. V primeru, da se pogodba podpiše lastnoročno, je pogodba napisana v dveh izvodih, od katerih prejme vsaka pogodbeni stranka po en izvod. V primeru, če se pogodba podpiše elektronsko, pa je izvornik pogodbe v digitalni obliki.</p>	<p>member companies of the Luka Koper Group, likewise published on the home page of the Purchaser, for which the Vendor has signed the » Izjavo ponudnika o spoštovanju kodeksa ravnanja poslovnih partnerjev skupine LUKA KOPER « that is an integral part of the Code referred to above.</p> <p>6) This contract was made out in two equal copies, in Slovenian and English language. In case of a discrepancy between the Slovenian and English texts, the Slovenian text shall prevail. If the contract is signed by hand, the contract is written in two copies, of which each contracting party receives one copy. If the contract is signed electronically, the original contract is in digital form.</p>
<p>Koper, _____</p>	<p>_____ (Place), _____</p>
<p>Kupec/Purchaser</p> <p>Predsednica uprave Management Board President</p> <p>_____</p> <p>Član uprave /Member of the Management Board</p> <p>_____</p>	<p>Prodajalec/Vendor:</p> <p>_____</p> <p>_____</p>

**IDENTIFIKACIJA PONUDNIKA/POSLOVNEGA PARTNERJA (KYC OBRAZEC)
oz. IZJAVA/PODATKI O UDELEŽBI FIZIČNIH IN PRAVNIH OSEB
V LASTNIŠTVU PONUDNIKA**

Podatki v tem vprašalniku se zbirajo za namen izvedbe aktivnosti skrbnega preverjanja poslovnih partnerjev in preverjanja nasprotja interesov v postopkih oddaje javnih naročil v skladu s šestim odstavkom 14. člena Zakona o integriteti in preprečevanju korupcije, Ur. l. RS, št. 69/11 – uradno prečiščeno besedilo, s spremembami, in ostalih nabavnih postopkih.

1. Podatki o ponudniku oz. gospodarskem subjektu

Naziv ponudnika in pravna oblika:	
Matična številka:	
Naslov (sedež ponudnika):	
Osnovna dejavnost ponudnika:	
Telefon:	
E-pošta:	
Spletna stran:	

2. Podatki o osebah, pooblaščenih za zastopanje gospodarskega subjekta (člani uprave, direktorji ali prokuristi)

Ime in priimek:	
EMŠO:	
Položaj/nastopa v vlogi:	
Stalno prebivališče:	
Ali je oseba, pooblaščen za zastopanje politično izpostavljena oseba?*	<input type="checkbox"/> DA <input type="checkbox"/> NE

Ime in priimek:	
EMŠO:	
Položaj/nastopa v vlogi:	
Stalno prebivališče:	
Ali je oseba, pooblaščen za zastopanje politično izpostavljena oseba?*	<input type="checkbox"/> DA <input type="checkbox"/> NE

Ime in priimek:	
EMŠO:	
Položaj/nastopa v vlogi:	
Stalno prebivališče:	
Ali je oseba, pooblaščen za zastopanje politično izpostavljena oseba?*	<input type="checkbox"/> DA <input type="checkbox"/> NE

Ime in priimek:	
EMŠO:	
Položaj/nastopa v vlogi:	
Stalno prebivališče:	
Ali je oseba, pooblaščenca za zastopanje politično izpostavljena oseba?*	<input type="checkbox"/> DA <input type="checkbox"/> NE

**Politično izpostavljena oseba je v skladu z določili Zakona o preprečevanju pranja denarja in financiranju terorizma (ZPPDFT-2, Ur. l. št. 48/22, 145/22, 17/25 in 56/25) vsaka oseba, ki deluje ali je v zadnjem letu delovala na vidnem javnem položaju v državi članici ali tretji državi, vključno z njenimi ožjimi družinskimi člani in ožjimi sodelavci. Fizične osebe, ki delujejo ali so delovale na vidnem javnem položaju so: voditelji držav, predsedniki vlad, ministri in njihovi namestniki oziroma pomočniki, izvoljeni predstavniki zakonodajnih teles (poslanci Državnega zbora in Državnega sveta), člani vodstvenih organov političnih strank, člani vrhovnih in ustavnih sodišč ter drugih sodnih organov na visoki ravni, zoper odločitve katerih, razen v izjemnih primerih, ni mogoče uporabiti rednih ali izrednih pravnih sredstev, člani računskih sodišč in svetov centralnih bank, vodje diplomatskih predstavništev in konzulatov ter predstavništev mednarodnih organizacij in visoki častniki oboroženih sil, člani upravnih ali nadzornih organov državnih podjetij, predstojniki organov mednarodnih organizacij (kot so na primer predsedniki, generalni sekretarji, direktorji, sodniki), njihovi namestniki in člani vodstvenih organov ali nosilci enakovrednih funkcij v mednarodnih organizacijah.*

Ožji družinski člani politično izpostavljene osebe so: zakonec ali zunajzakonski partner, partner iz sklenjene ali neskljenjene partnerske zveze, starši ter otroci in njihovi zakonci ali zunajzakonski partnerji.

Ožji sodelavci politično izpostavljene osebe so vse fizične osebe, za katere je znano, da so skupaj dejanski lastniki ali da imajo kakršne koli druge tesne poslovne odnose s politično izpostavljeno osebo ali fizična oseba, ki je edini dejanski lastnik poslovnega subjekta ali podobnega pravnega subjekta tujega prava, za katerega je znano, da je bil ustanovljen v dejansko korist politično izpostavljene osebe.

3. Podatki o članih nadzornega sveta gospodarskega subjekta

Ime in priimek:	
EMŠO:	
Stalno prebivališče:	
Ali je član nadzornega sveta politično izpostavljena oseba?*	<input type="checkbox"/> DA <input type="checkbox"/> NE

Ime in priimek:	
EMŠO:	
Stalno prebivališče:	
Ali je član nadzornega sveta politično izpostavljena oseba?*	<input type="checkbox"/> DA <input type="checkbox"/> NE

Ime in priimek:	
EMŠO:	
Stalno prebivališče:	
Ali je član nadzornega sveta politično izpostavljena oseba?*	<input type="checkbox"/> DA <input type="checkbox"/> NE

Ime in priimek:	
EMŠO:	
Stalno prebivališče:	
Ali je član nadzornega sveta politično izpostavljena oseba?*	<input type="checkbox"/> DA <input type="checkbox"/> NE

4. Podatki o lastniški strukturi gospodarskega subjekta:

a) fizične osebe (navedite vse osebe z lastniškim deležem 5% ali več)

	Ime in priimek	EMŠO	Stalno prebivališče	Lastniški delež (%)
1				
2				
3				
4				
5				

b) pravne osebe (navedite vse osebe z lastniškim deležem 5% ali več)

	Naziv podjetja	Matična št.	Sedež	Lastniški delež (%)
1				
2				
3				
4				
5				

5. Podatki o dejanskih lastnikih - Ultimate beneficial owner gospodarskega subjekta

Kot dejanski lastnik gospodarskega subjekta se šteje vsaka fizična oseba, ki je končni lastnik stranke ali jo nadzira ali kako drugače obvladuje, ali fizična oseba, v imenu katere se transakcija izvaja (glej tudi Zakon o preprečevanju pranja denarja in financiranja terorizma (ZPPDFT-2) (Uradni list RS, št. 48/22, 145/22, 17/25 in 56/25) 40., 42. do 44. člen), te osebe so lahko:

- A. Fizična oseba (osebe), ki je lastnik ponudnika oz. gospodarskega subjekta in ga obvladuje z neposrednim lastništvom zadostnega poslovnega deleža, delnic (vključno z delnicami, ki se glasijo na prinosnika), glasovalnih oziroma drugih pravic, na podlagi katerih je udeležena pri upravljanju gospodarskega subjekta. Kazalnik neposrednega lastništva, ki ga ima v gospodarskem subjektu fizična oseba je lastništvo več kot 25% poslovnega deleža, glasovalnih ali drugih pravic, na podlagi katerih je podana udeležba pri upravljanju pravne osebe, ali lastništvo 25 odstotkov in ene delnice.
- B. Fizična oseba (osebe), ki obvladuje ponudnika oz. gospodarski subjekt s posrednim lastništvom zadostnega poslovnega deleža, delnic (vključno z delnicami, ki se glasijo na prinosnika), glasovalnih oziroma drugih pravic, na podlagi katerih je udeležena pri upravljanju gospodarskega subjekta. Kazalnik posrednega lastništva, ki ga ima v gospodarskem subjektu fizična oseba je posrednega lastništva več kot 25% poslovnega deleža, glasovalnih ali drugih pravic, na podlagi katerih je podana udeležba pri upravljanju pravne osebe, ali lastništvo 25 odstotkov in ene delnice.
- C. Fizična oseba (osebe), ki ima obvladujoč položaj pri upravljanju sredstev ponudnika oz. gospodarskega subjekta ali ima možnost nadzorovati, usmerjati ali kako drugače bistveno vplivati na poslovodne odločitve gospodarskega subjekta na podlagi zagotavljanja sredstev (npr. na podlagi pooblastila, pogodbenega razmerja s ponudnikom, ipd.).

Ugotovljena je vsaj ena fizična oseba kot dejanski lastnik po točkah A, B ali C (ustrezno označi):

DA NE

V kolikor ste označili »DA«, kar pomeni, da je ugotovljena vsaj ena fizična oseba kot dejanski lastnik po (zgornjih) točkah A, B ali C, se navede vse dejanske lastnike in njihove podatke v tabelah v nadaljevanju pod Dejanski lastnik 1, Dejanski lastnik 2, Dejanski lastnik 3 itd.

V kolikor ste označili »NE« se kot dejanski lastnik šteje osebe, ki zasedajo položaj poslovodstva iz 2 točke tega obrazca.

Dejanski lastnik 1

Ime in priimek:	EMŠO:
Stalno prebivališče:	
Tip dejanskega lastništva (ustrezno izberite): <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	Lastniški delež (vpisati odstotek neposrednega ali posrednega lastništva pri tipu dejanskega lastništva A ali B): _____ %
Ali je dejanski lastnik politično izpostavljena oseba?*: <input type="checkbox"/> DA <input type="checkbox"/> NE	

Dejanski lastnik 2

Ime in priimek:	EMŠO:
Stalno prebivališče:	
Tip dejanskega lastništva (ustrezno izberite): <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	Lastniški delež (vpisati odstotek neposrednega ali posrednega lastništva pri tipu dejanskega lastništva A ali B): _____ %
Ali je dejanski lastnik politično izpostavljena oseba?*: <input type="checkbox"/> DA <input type="checkbox"/> NE	

Dejanski lastnik 3

Ime in priimek:	EMŠO:
Stalno prebivališče:	
Tip dejanskega lastništva (ustrezno izberite): <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	Lastniški delež (vpisati odstotek neposrednega ali posrednega lastništva pri tipu dejanskega lastništva A ali B): _____ %
Ali je dejanski lastnik politično izpostavljena oseba?*: <input type="checkbox"/> DA <input type="checkbox"/> NE	

6. Z gospodarskim subjektom povezane družbe

Za povezane družbe po Zakonu o gospodarskih družbah se štejejo pravno samostojne družbe, ki so v medsebojnem razmerju tako, da:

- ima ena družba v drugi večinski delež (družba v večinski lasti in družba z večinskim deležem);
- je ena družba odvisna od druge (odvisna in obvladujoča družba);
- so koncernske družbe;
- sta dve družbi vzajemno kapitalsko udeleženi, ali
- so povezane s podjetniškimi pogodbami.

	Naziv podjetja	Matična št.	Sedež
1			
2			
3			
4			
5			

7. Informacije o obdelavi osebnih podatkov

Luka Koper, d.d. se zavezuje, da bo zbrane podatke obdelovala izključno za namene izvedbe skrbnega preverjanja poslovnih partnerjev v postopkih naročanja v skladu z internimi akti Luke Koper, d.d. in Zakonom o integriteti in preprečevanju korupcije (ZIntPK) in v postopku oddaje in izvajanja javnega naročila, ob spoštovanju vseh relevantnih predpisov s področja varstva osebnih podatkov ter obveznosti Luke Koper, d.d., ki izhajajo iz teh predpisov.

Zbrani osebni podatki ne bodo posredovani nepooblaščenim tretjim osebam in bodo shranjeni na predpisanih mestih ob uporabi ustreznih tehničnih, organizacijskih in kadrovskih varovalnih ukrepov, dokler bo potrebno za izpolnjevanje namena, za katerega so bili zbrani, in zaradi spoštovanja predpisanih rokov arhiviranja, po preteku pa se trajno uničijo.

Luka Koper, d.d. bo osebam, katerih osebni podatki se obdelujejo, omogočila uresničevanje pravic v zvezi z varstvom osebnih podatkov (pravica do obveščeniosti, pravica do dostopa do osebnih podatkov, pravica do dopolnitve, popravka ali izbrisa osebnih podatkov, pravica do omejitve obdelave, pravica do prenosljivosti in pravica do ugovora) pisno na naslov Luka Koper, d.d., Vojkovo nabrežje 38, 6501 Koper z navedbo »Varstvo osebnih podatkov« ali po e-pošti varstvo.podatkov@luka-kp.si.

8. Izjava o točnosti podatkov

S podpisom te izjave gospodarski subjekt pod kazensko in materialno odgovornostjo jamči za verodostojnost, točnost in resničnost podatkov ter potrjuje, da je seznanjen z okoliščinami, da je pogodba, ki bi jo Luka Koper, d.d. lahko sklenila s ponudnikom neveljavna v primeru, da so vse ali katere koli navedbe v tem dokumentu nezanesljive, netočne ter neresnične in neutemeljene. Luka Koper, d.d. si pridržuje pravico preveriti točnost vseh podatkov, navedenih v tej izjavi. **Ponudnik mora tekom trajanja poslovnega sodelovanja nemudoma obvestiti Luko Koper, d.d. o vsaki spremembi podatkov, ki so predmet tega dokumenta.**

Pooblaščen zastopnik ponudnika oz. gospodarskega subjekta:

Ime in priimek:	
Položaj/nastopa v vlogi:	
Podpis:	
Datum:	

IZJAVA PONUDNIKA
O SPOŠTOVANJU KODEKSA RAVNANJA POSLOVNIH PARTNERJEV SKUPINE LUKA KOPER

Potrujemo, da smo seznanjeni z določbami Kodeksa ravnanja poslovnih partnerjev Skupine Luka Koper, ki je objavljen na <https://www.luka-kp.si/o-podjetju/pomembni-dokumenti/> in izjavljamo, da imamo skupne vrednote, da spoštujemo in ravnamo skladno s kodeksom ter uveljavljamo navedene vrednote in bomo spoštovanje le teh uveljavljali tudi pri naših poslovnih partnerjih.

Spoštovanje Kodeksa ravnanja poslovnih partnerjev Skupine Luka Koper zagotavljamo z izvajanjem sledečih ukrepov obvladovanja tveganj korporativne integritete:

1. Podjetje ima formalno sprejeto politiko za preprečevanje korupcije z izrecno izjavo o ničelni toleranci do koruptivnih ravnanj?

DA NE

2. Podjetje ima javno objavljen kodeks ravnanja za zagotavljanje etičnega poslovanja?

DA NE

Opisati pot do javne objave kodeksa oz. url naslov: _____

3. Podjetje je vzpostavilo sistem upravljanja s tveganji korupcije, ki zajema jasno in smiselno opredeljene zaščitne ukrepe za preprečevanje korupcije v vseh dejavnostih, ki so pod nadzorom podjetja?

- a. V podjetju se izvaja redno ocenjevanje tveganja korupcije?

DA NE

- b. V podjetju se izvajajo postopki skrbnega preverjanja poslovnih partnerjev?

DA NE

- c. Podjetje ima izdelane politike in delovna navodila za izvajanje notranjih kontrol in zaščitnih ukrepov v poslovnih procesih, ki so ocenjeni z več kot nizkim inherentnim tveganjem korupcije, vključno z nabavo, prodajo in področji posebnega pomena kot so sponzorstva, donacije, darila in pogostitve?

DA NE

- d. Zaposleni so deležni ustreznega usposabljanja o sistemu upravljanja s tveganji korupcije, pričakovanih podjetja glede skrbnega ravnanja vseh zaposlenih ter postopkih sankcioniranja v primeru kršitev?

DA NE

- e. Vzpostavljene so zaupne poti za prijavo nepravilnosti, ki zaposlenim omogoča prijavo nepravilnosti?

DA NE

- f. Drugi ukrepi za zagotavljanje korporativne integritete (navedite kratek opis drugih ukrepov):

S podpisom te izjave ponudnik pod kazensko in materialno odgovornostjo jamči za verodostojnost, točnost in resničnost podatkov ter potrjuje, da je seznanjen z okoliščinami, da je pogodba, ki bi jo Luka Koper, d.d. lahko sklenila s ponudnikom neveljavna v primeru, da so vse ali katere koli navedbe v tem dokumentu nezanesljive, netočne ter neresnične in neutemeljene. Luka Koper, d.d. si pridržuje pravico preveriti točnost vseh podatkov, navedenih v tej izjavi. Ponudnik mora tekom trajanja poslovnega sodelovanja nemudoma obvestiti Luko Koper, d.d. o vsaki spremembi podatkov, ki so predmet tega dokumenta.

Kraj:	Datum:
Naziv in žig podjetja:	Ime, priimek in podpis pooblaščenice osebe:

ZAHTEVA PODIZVAJALCA ZA NEPOSREDNO PLAČILO**PODIZVAJALEC:**

Popolna firma podizvajalca	
Naslov podizvajalca	
Pooblaščen oseba	
Matična številka	
Identifikacijska številka za DDV	

Na podlagi četrte alineje drugega odstavka 94. člena Zakona o javnem naročanju (Uradni list RS, št. 91/15 s spremembami) zahtevamo, da bo naročnik Luka Koper, d.d., za javno naročilo, JN 40/2026 namesto ponudnika _____
/vpiše se naziv ponudnika/ poravnaval naše terjatve do ponudnika neposredno nam.

Datum: _____

Kraj: _____

Žig

Podizvajalec (podpisnik)

(ime priimek in podpis
pooblaščen osebe)

Opomba: Obrazec morajo predložiti le ponudniki, ki bodo predmetno javno naročilo izvajali s podizvajalci, za tiste podizvajalce, ki zahtevajo neposredno plačilo. Obrazec mora izpolniti, podpisati in žigosati podizvajalec. Obrazec je informativne narave in služi ponudnikom kot pomoč pri pripravi, ponudniki lahko uporabijo drug obrazec, v kolikor so iz slednjega razvidni vsi podatki, ki so navedeni v tem obrazcu.