

Number of the public contract: JN 40/2026

Date: 7. 7. 2026, supplemented on 14. 7. 2026

## **PROCUREMENT DOCUMENTATION FOR PUBLIC CONTRACT JN 40/2026**

Subject-matter of the public contract: **PROCUREMENT OF 11 A-RTG CRANES**

Number of the public contract: **JN 40/2026**

Type of procurement procedure: **Open procedure**

**WARNING:** The translation of the Procurement documentation for public contract into English is intended only as initial assistance to tenderers in understanding the content of the document and whether they are interested in submitting a tender. In the event of deviations of the English translation from the original in the Slovenian language, the original in the Slovenian language shall apply.

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

### 1. BASIC DATA ABOUT THE TENDER

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

|                                                                                                                                               |                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| Contracting authority:                                                                                                                        | Luka Koper, d.d.<br>Vojkovo nabrežje 38<br>6501 Koper |
| Code of the public contract:                                                                                                                  | JN 40/2026                                            |
| Subject-matter of the public contract:                                                                                                        | Procurement of 11 A-RTG cranes                        |
| Procedure:                                                                                                                                    | Open procedure                                        |
| Basis (Article) under the Public Procurement Act: (Official Gazette of the Republic of Slovenia, No. 91/15; hereinafter referred to as ZJN-3) | Article 40                                            |

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

|                                    |                                                                                                                                                                                                                                                                                                             |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Type of subject-matter             | Goods                                                                                                                                                                                                                                                                                                       |
| Subject-matter of the procurement: | The subject-matter of the contract is the procurement of eleven (11) units of A-RTG cranes for the needs of the Port of Koper, d.d. A more detailed description and scope of the subject-matter of the contract is provided in the rest of this documentation relating to the award of the public contract. |
| Delivery deadlines:                | The deadline for the performance of the subject-matter of the contract is <b>specified in the Model Contract (OBR-7)</b> .                                                                                                                                                                                  |

Regulation (EU) 2022/1031 of the European Parliament and of the Council of 23 June 2022 on the access of third-country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument — IPI) applies to the procurement procedure in question.

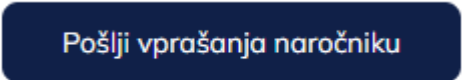
#### 1.3. DOCUMENTATION UNDERLYING FOR THE AWARD OF PUBLIC PROCUREMENT CONTRACT

All the documentation relating to the award of the contract is published on the public procurement porta <https://www.enarocanje.si/>. The documents are available free of charge.

This document incl. enclosures hereto, shall be an integral part of the documentation on the public contract award.

- Annex 1: Technical requirements\_Technical requirements JN 40\_2026 and
- Annex 2: Self – Assessment Questionnaire for Evaluating the Compliance of an External Provider in the Field of Information Security Management System (ISMS) (file: »JN – Napredni vprašalnik SUVI« (JN – Advanced Questionnaire ISMS)
- Annex 3: Self – Assessment Questionnaire for Evaluating the Compliance of an External Provider in the Field of Information Security Management System (ISMS) (file: »JN – Napredni vprašalnik SUVI - ang« (JN – Advanced Questionnaire ISMS - english).

Moreover, any post, modification of, or addition and correction to the documentation, answers to the questions and further clarifications that are published at said PP portal shall form an integral part of the documentation on the public contract.

|                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Contact details for further clarifications                   | <p>Tenderers may ask questions via the public procurement portal <a href="http://www.enarocanje.si">www.enarocanje.si</a> when publishing the contract in question.</p> <p>The tab „Vprašanja, odgovori in pojasnila“ (Questions, answers and clarifications) allows you to ask questions by clicking on the button „Pošlji vprašanje naročniku“ (Send a question to the contracting authority). All answers and any further clarifications will also be published in this tab after the publication by the contracting authority.</p> <div style="text-align: center;">  </div> <p>The Contracting Authority will not answer questions not asked in the above manner.</p> |                       |
| Deadline for submitting questions                            | <p>The deadline for submitting questions is specified in the contract notice and any revisions thereof published on the public procurement portal <a href="http://www.enarocanje.si">www.enarocanje.si</a>. The contracting authority will answer the questions no later than six days before the deadline for the receipt of tenders through the public procurement portal <a href="http://www.enarocanje.si">www.enarocanje.si</a> when publishing the public procurement in question.</p>                                                                                                                                                                                                                                                                |                       |
| <b>Visit is possible and recommended, but not mandatory!</b> | Contact details for prior notification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Location of the visit |
|                                                              | <a href="mailto:ogledi.jn@luka-kp.si">ogledi.jn@luka-kp.si</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Port of Koper Area    |
|                                                              | <p>Site visit and examination of work conditions and existing equipment is possible within the deadline for submitting questions by prior arrangement at least one workday before the desired date of the visit.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |

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

| Submission of tenders           |                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deadline for receipt of tenders | The deadline for the submission or receipt of tenders is indicated in the contract notice and any amendments thereto published on the public procurement portal <a href="http://www.enarocanje.si">www.enarocanje.si</a> .                                                                                                             |
| Registry                        | The e-JN Public Procurement information system at the web address <a href="https://ejn.gov.si">https://ejn.gov.si</a> , when publishing this public contract <i>(the link for electronic submission of tenders is listed on the public procurement portal when publishing this public contract, point B.5 Electronic submission)</i> . |

|                                                   |                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Amendment, modification and withdrawal of tenders | Tenderers may withdraw or change their tenders by the deadline for the submission of tenders in accordance with the instructions for using e-JN ( <a href="https://ejn.gov.si/aktualno/vec-informacij-ponudniki.html">https://ejn.gov.si/aktualno/vec-informacij-ponudniki.html</a> ). |
| <b>Public opening of tenders</b>                  |                                                                                                                                                                                                                                                                                        |
| Time                                              | <b>After the expiry of the deadline for the submission of tenders</b> or as indicated in the contract notice and any amendments thereto published on the public procurement portal.                                                                                                    |
| Location                                          | The e-JN information system at <a href="https://ejn.gov.si">https://ejn.gov.si</a> at the time of publication of this procurement notice.                                                                                                                                              |

## 2. INSTRUCTIONS TO TENDERERS

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

### 2.1. Financing of the contract

The public procurement is financed by the funds of Luka Koper, d.d.

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

The contracting authority reserves the right to partially amend or supplement the documentation relating to the public procurement procedure until the deadline for receipt of tenders. In this case, the contracting authority will, if necessary, extend the deadline for the receipt of tenders. Amendments and supplements are an integral part of the documentation related to the award of public contract.

Any changes and clarifications to the documentation relating to the award of the public contract will be published on the public procurement portal <https://www.enarocanje.si/>. Clarifications and changes form an integral part of the documentation relating to the award of the public contract and must be taken into account when preparing the tender.

### 2.3. Confidentiality of data

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

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

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

The following information may not be designated as personal data, classified information, or a trade secret: the specifications of the goods offered and the quantities specified therein; the unit

price; the value per item and the total value stated in the tender; and all information that affects the ranking of the tender under other criteria.

The contracting authority reserves the right, if a request for inspection of a tender is submitted, to notify and invite the tenderer to be present when other tenderers inspect its tender in order to protect its own interests.

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

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

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

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|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Stand-alone tender         | A tender is a stand-alone tender in which only one economic operator (the independent tenderer), which alone fulfils all the conditions and requirements set out in the invitation to tender and which alone, with the skills and capacities provided, fully undertakes the performance of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Tender with subcontractors | <p>The tenderer may subcontract a specific part of the public contract.</p> <p>In the case of subcontracting, the tender (OBR-2) must specify ALL subcontractors, their contact details and legal representatives, and each part of the contract to be performed by each subcontractor (description of the work and quantity or as specified the form).</p> <p>If the tenderer is going to subcontract the works or services, the tenderer must, in addition to the required OBR-2, submit the following</p> <ul style="list-style-type: none"> <li>- the completed ESPDs of these subcontractors in accordance with Article 79 of the ZJN-3; and</li> <li>- attach the subcontractor's request for direct payment, if requested by the subcontractor.</li> </ul> <p>In the case of public contracts involving subcontractors, and if the subcontractors request direct payments in accordance with and in the manner provided for in Article 94(2) and (3) of the ZJN-3, the contractor must authorise the contracting authority in the public procurement contract to make direct payments to the subcontractors on the basis of a confirmed invoice or statement, and the subcontractor must provide a consent whereby the contracting authority, instead of the main contractor, pays the subcontractor's claim on the main contractor (assignment). The subcontractors' consents for direct payments shall be annexed to the contract. The deadlines for payments to the main contractor and to the subcontractors shall be the same.</p> <p><u>The selected contractor</u> who involves one or more subcontractors in the performance of the contract must have valid subcontracts with the subcontractors at the time of conclusion of the contract with the contracting authority or at the time of performance of the contract.</p> <p>The tenderer shall be fully responsible to the contracting authority for the performance of the contract awarded, irrespective of the number of subcontractors indicated in its tender.</p> |
| Joint performance          | In the case of a public contract, joint tendering by several contractual partners is permitted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   | <p>In the event that a group of tenderers submits a joint tender, it is necessary to specify in the tender (OBR-2) ALL those who will participate in this joint tender and their contact details, legal representatives and each part of the contract to be performed by each economic operator (description of works and quantity or as specified the form).</p> <p>The contract for the performance of the subject-matter of the public contract (partnership contract) shall be submitted by the tenderer to whom the public contract is awarded. The contract shall identify the managing partner who will accept from the contracting authority the obligations, instructions and, possibly, payments in the name and on behalf of all participants, and the proportion and type of services to be provided by each partner. The contract shall clearly stipulate that all partners shall be jointly and severally liable to the contracting authority for the whole and any part of the obligation.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Foreign tenderers | <p>Tenderers established outside of Republic of Slovenia must meet the same conditions as tenderers established in the Republic of Slovenia.</p> <p>Tenderers not established in the Republic of Slovenia will be required to provide evidence on meeting the conditions for qualitative selection in relation to the award of a public contract, translated into Slovene (e.g. an extract from the relevant register, such as the court register, or, in the absence of such a register, an equivalent document issued by a competent judicial or administrative authority in another Member State or in the country of origin or in the country in which the economic operator has its registered office).</p> <p>If the state does not issue the documents and certificates referred to in the previous paragraph or if they do not cover all the cases referred to in the first and second paragraphs and points b) of the fourth and b) of the sixth paragraph of Article 75 of the ZJN-3, the tenderer may, instead of the above, under criminal and material liability, submit a sworn statement that there are no grounds for exclusion and that it meets all the conditions for the recognition of competence. This declaration must be made before a judicial or administrative authority, a notary public or a competent authority of professional or economic operators in the country in which the economic operator is established, and translated into Slovene.</p> <p>The tenderer undertakes to have the translations certified by a sworn translator at the request of the contracting authority, which must be clearly and unambiguously written and confirmed on the translation of the document.</p> <p>The Contracting Authority reserves the right to request additional (material) evidence that all the required conditions have been met.</p> <p>The contracting authority does not allow economic operators established in a third country to participate in this procurement procedure. Third-country economic operators are considered to be economic operators established in countries that do not have an Agreement on Government Procurement concluded within the framework of the World Trade Organization or another binding agreement with the European Union or the Republic of Slovenia, on the basis of which the economic operator is granted equal treatment with economic operators from the Member States of the European Union in relation to the subject of the public contract. If an economic operator claims to be entitled to participate on the basis of a Government Procurement Agreement (GPA) or other binding agreement of the European Union or the Republic of Slovenia, it must demonstrate this in the tender with an appropriate indication</p> |

|  |                                                                                                                                                                                                                |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | of the country of establishment, legal basis, and also with an explanation that the specific supplies, services or works are covered by such an agreement. The burden of proof is on the part of the tenderer. |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 2.5. Collateral

### 2.5.1. Advance Payment Financial Security Instrument

In the event that the selected tenderer requests an advance payment, the submission of financial security instruments for advance payments is required for advance payments in accordance with the model contract (OBR-7) from this documentation.

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

### 2.5.2. The performance guarantee

Within eight (8) working days from the date of signing the contract by both parties a financial security for good performance of contractual obligations (OBR-7) must be submitted in accordance with the Model Contract set out in this documentation.

The contracting authority shall require that the successful tenderer, before issuing the performance guarantee, coordinates its content with the contracting authority or the contracting authority's representative indicated in the contract.

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

The tenderer must submit a financial security instrument for the elimination of defects within the warranty period as defined in the sample contract (OBR-7) from this documentation.

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

## 2.6. Tender price and estimate

It is presumed that the tenderer has meticulously examined the invitation to submit tender and familiarised itself with all the relevant data and essential elements that might affect the operation, function and use of the subject matter of individual procurement; furthermore, the tenderer has looked into all the regulations and laws related to the subject-matter of the contract, including regulations imposing levies, fees, taxes and other charges in the Republic of Slovenia, as well as thoroughly studied the documentation enclosed hereto, after which the tenderer has submitted its tender. The costs relating to the necessary movements of machinery or changes in the layout of the site required to carry out the contracting authority's operations will not be recognised by the contracting authority.

**The tenderer enters the unit prices for all items given in the estimate (OBR-1a) form (i.e. fills in all the fields provided).** In the event that an individual unit price is not given or an individual field that is intended to be filled in will not be filled in, or if the tenderer fills in the field that should be filled in with "-,/ , included, already covered", etc., such a tender will be excluded **(in the event that the field is filled in with "0", the tenderer shall be deemed to offer the item free of charge).**

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

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

The contracting authority will not accept any costs, which are not included in the total tender price. The prices from the tender are fixed and unchangeable until the completion of the work to be carried out.

**The tender must also include the form estimate (OBR-1a). The tenderer multiplies the unit price by the quantity of each item and enters the value of the item. Furthermore, the tenderer adds together the values of individual items and enters the total value in the field "Skupna ponudbena cena brez DDV" (Total tender price excluding VAT).**

## **2.7. Order specification and technical requirements**

**The tender must also include the completed and signed Annex 1: Tehnične zahteve\_Technical requirements JN 40\_2026.**

When completing the Annex 1: Tehnične zahteve\_Technical requirements JN 40\_2026, which is enclosed in a separate file in xls format, the tenderer complies with the following instructions:

- the tenderer fills in the green fields in the column "Confirmation of requirement [YES / NO]: by entering "YES" in the green highlighted field, if the tenderer meets the requirements specified in the columns "Description" or enter "NO" if the tenderer does not meet the requirement. If the tenderer enters "NO" in the green field in the "Confirmation of requirement [YES / NO]" column or fails to enter "YES" or if this is not unambiguously or clearly evident from other parts of the tender documentation, the tenderer shall be deemed not to have met the contracting authority's requirement; therefore, such a tender will not be considered admissible and will be rejected.
- If a tenderer offers equivalent equipment/solutions, they should enter "YES" in the green field. Such a tenderer may (but is not required to) obtain the contracting authority's opinion, prior to submitting a tender, as to whether the proposed solution/equipment would be considered equivalent, via the public procurement portal ([www.enarocanje.si](http://www.enarocanje.si)) by submitting a question (*as specified in Section 1.3 of this documentation*).
- **If a tenderer offers an equivalent solution or equipment, and is subsequently selected, they will be required, after signing the contract, to submit technical documentation (e.g., a declaration of conformity, a technical data sheet, a catalogue of technical characteristics, or any other documents, etc.) from which the suitability/equivalence of the offered equipment/solution can be determined.**
- Blue fields: **MUST ENTER A DESCRIPTION OR VALUE** - The tenderer must fill in the blue fields in the "Insert description/value" column by entering the offered value or description. If the tenderer does not enter the offered value or description in the blue field and it is not unambiguously or clearly evident from other parts of the tender documentation, this means that the tenderer does not meet the contracting authority's requirements; therefore, such a tender will not be considered admissible and will be rejected.

**IMPORTANT: The contracting authority notes that the tenderer must complete all fields designated for completion in the attached Annex 1: Tehnične zahteve Technical requirements JN 40 2026 (these include all green fields and all blue fields).** If any field intended to be filled out remains blank (unfilled), such a tender will not be considered admissible and will be rejected, unless the missing information or value is unambiguously or clearly evident from other parts of the tender documentation.

## **2.8. Examination and familiarization with technical requirements**

By signing the "Tender" form (OBR-1) and the Statement of the tenderer on the examination and acquaintance with the technical requirements (OBR-1b), the tenderer declares that it has also reviewed in detail the entire content of Chapter III. SPECIFIKACIJA NAROČILA (CONTRACT SPECIFICATION) and that it is familiar with all technical requirements and descriptions and that it fully agrees with them. In the event of any deficiencies in the technical requirements and description of the contract, the tenderer must warn the contracting authority or ask a question through the public procurement portal [www.enarocanje.si](http://www.enarocanje.si).

## **2.9. Price list of spare parts and maintenance**

In the form "Cenik rezervnih delov in vzdrževanja" (Price list of spare parts and maintenance) (OBR-1c), which is part of the procurement documentation, the tenderer fills out all the required fields with informative values. The form is of an informative nature; in the event that the tenderer does not submit the completed OBR-1c form in the tender, the contracting authority will subsequently invite it to be supplemented in this part.

## **2.10. Submission of tender**

Tenders must be submitted by tenderers to the e-JN Information System (hereinafter referred to as the e-JN system) to the web site <https://ejn.gov.si>, in accordance with point 3 of the document Instructions for using the e-JN system: TENDERERS" (hereinafter: Instructions for using the e-JN), which is part of tender documents and is published at the website <https://ejn.gov.si/aktualno/vec-informacij-ponudniki.html>.

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

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

The tenderer shall upload form OBR-1 TENDER without attachments to the Estimate (predračun) section of the e-JN system and all other required documents, including attachments, to the Other attachments (Ostale priloge) section.

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

The tenderer uploads the completed form „TENDER (OBR-1)“ in pdf format, and the completed form „predračun“ (Estimate) in pdf format in the section „Dokumenti“ (documents), under „Ostale priloge“ (Other Annexes). „Skupna ponudbena vrednost“ (total tender value), which will be entered in the section of the same name and the document that will be uploaded as a estimate in the Estimate section, will be visible and accessible at the public opening of tenders.

In the event of discrepancies between the information given in the total tender value section, the information in the tender form (OBR-1) uploaded in the section „Skupna ponudbena cena“ (total tender price) of the section „Predračun“ (Estimate), and the data in the form „Ponudbeni predračun“ (estimate)(OBR-1a) uploaded in the section „Dokumenti“ (documentis, under „Ostale priloge“ (other annexes), the data given in the document submitted in the section „Dokumenti“ under „Ostale priloge“ shall be considered as valid.

The user of the tenderer who is empowered to submit the tenders into the IT e-JN system, submits the tender by clicking on the button „Oddaj“ (submit). When submitting applications/tenders, the e-JN system records the identity of the user and the time of submission of the tender. With the act of submitting the tender, the user declares the intention to conclude a contract for the behalf of the tenderer (Article 18 of the Obligations Code<sup>1</sup>). By submitting the tender, it becomes binding for the time indicated in the tender, unless the user of the tenderer withdraws or changes it before the expiration of the deadline for submission of tenders. A tender is deemed to be submitted on time if the contracting authority receives it via the e-JN system <https://ejn.gov.si> no later than by the deadline for the submission of tenders. A tender is deemed submitted if it is marked with the status „ODDANO“ (submitted) in the e-JN system.

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

It is not possible to submit any tender after the expiry of the deadline for the submission of tenders. The page for submitting an e-tender in this procurement procedure can be accessed here <https://ejn.gov.si>.

### **2.11. Opening of tenders**

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

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

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

After the opening of tenders, the contact person of the contracting authority will, as a rule, send all notices and other information about the public procurement through the e-JN information system and the decision and publication through the public procurement portal ([enarocanje.si](http://enarocanje.si)).

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

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

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

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<sup>1</sup> [Code of Obligations](#) (Official Gazette of the Republic of Slovenia, No. 97/07 – official consolidated text, 64/16 – Constitutional court decision and 20/18 – OROZ631)

the contracting authority's invitation or does not provide the requested amendments, corrections or changes, explanation, additional (material) proof or does not give consent to the rectification of calculation errors, the tender shall be excluded.

#### **2.13. Negotiation plan**

There will be NO negotiations.

#### **2.14. Award decision**

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

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

#### **2.15. Legal protection**

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

#### **2.16. Concluding the Contract**

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

**Within eight (8) working days of the signing of the contract, the tenderer is obliged to submit a financial security instrument for the proper performance of the contractual obligations.** If the selected tenderer fails to return the signed contract within the time limit referred to in the first paragraph or if it fails to submit a financial security instrument for the proper performance of contractual obligations within the time limit referred to in the second paragraph, the contracting authority has no obligations to the tenderer, and the tenderer is obliged to compensate the contracting authority for the damage incurred as a result.

### 3. CONDITIONS AND CRITERIA FOR THE SELECTION OF TENDERS

#### 3.1. Terms for acknowledgment of capability

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

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

The economic operator imports the ESPD form (XML file) of the contracting authority at the following link: <https://ejn.gov.si/espd> and enters the required data directly into it.

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

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

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

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

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

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

##### 3.1.1. Grounds for Exclusion

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

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

it is not the subject of proceedings or is not in an analogous situation having the same legal effect.

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

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

- ESPD form and
- Completed and signed Declaration of Eligibility to Participate and of the Absence of Grounds for Exclusion for subcontractors - forms OBR-3a and OBR-3.

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

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

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

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

- a) Over the last three fiscal years for which balance sheet data have already been publicly disclosed (or, if the entity has been in operation for less than three years, for the entire period since it began operations), the entity has had average annual net sales revenue of at least the tender amount (excluding VAT) (in the case of a joint tender, the partners' average annual net sales revenue is aggregated). If the tenderer is working with subcontractors, its average annual net sales revenue over the last three fiscal years must be at least equal to the tender value (excluding VAT) of all work it undertakes, including work it intends to subcontract. Each subcontractor must have, over the last three fiscal years for which balance sheet data has already been publicly disclosed (or, if it has been in business for less than three years, for the period since it began operations), average annual net sales revenue of at least the tender value (excluding VAT) for the portion of the contract it is undertaking. In the case of an economic operator that is a legal entity under public law - for which average annual net sales revenue is not calculated - the average revenue from the sale of products and services shall be taken into account.

- b) On the day of the submission of the tender, none of the economic operator (tenderer, partner, subcontractor)'s transaction accounts are blocked and in the last 150 days before the deadline for the submission of tenders, none of its transaction accounts were blocked for more than 10 consecutive days.
- c) Economic operator (tenderer, partner) must have, on the date of issue of the credit rating form, the latest current credit rating from AJPES of at least SB6 or a credit rating that falls within the top 60% of the best ratings on the scale used by the individual credit rating agency/company in determining credit ratings, in accordance with the rules of that credit rating agency/company.

An economic operator established in the Republic of Slovenia shall demonstrate the fulfillment of this condition by means of an AJPES credit rating from the S.BON-1 form not older than 30 days from the first deadline for submission of tenders specified in the Contract Notice on the public procurement portal, before any extensions of the deadline for submission of tenders, or in the manner described in the following paragraph.

An economic operator based outside the Republic of Slovenia shall demonstrate compliance with this condition by means of a credit rating from other credit rating agencies/companies, which shall not be older than 30 days from the first deadline for submission of tenders specified in the contract notice on the public procurement portal, before any extensions of the deadline for submission of tenders, whereby the contracting authority will recognize as an appropriate rating any rating that falls within the top 60% of the best ratings on the scale used by the individual credit rating agency/company to determine credit ratings, in accordance with the rules of this credit rating agency/company, or for credit ratings of the following credit rating agencies/companies: Standard & Poor's, Fitch Ratings, or Moody's - at least a BB+ rating from a credit rating agency/Standard & Poor's, at least a BB+ rating from a credit rating agency/Fitch Ratings, and at least a Ba1 rating from a credit rating agency/Moody's.

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

- ESPD form and
- Completed and signed Declaration of Eligibility to Participate and of the Absence of Grounds for Exclusion for subcontractors - OBR-3a and OBR-3 and
- credit ratings (S.BON-1/P or other comparable credit rating certificate).

The Contracting Authority reserves the right to check the statements and requests additional certificates, which prove the fulfillment of these requirements.

#### 3.1.2.3. Technical and professional capacity

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

The economic operator shall confirm compliance with the conditions by submitting the following duly completed documentation:

- ESPD form;
- Statement of Performed Supplies in the Past Years - References (OBR-4)
- certificates of the contracting authority (OBR-4a)
- Declaration on provision of technical capacities (OBR-5)

## a) REFERENCES

The tenderer, joint venture partner, or subcontractor has, during the period beginning January 1, 2020, delivered a total of at least 5 (five) units of electrified RTG cranes (Rubber Tyre Gantry) for containers, equipped with remote and automatic crane control functions, to end users in EU countries, with a contract value of no less than 2,500,000.00 EUR excluding VAT per individual crane.

**As eligible delivered electrified RTG container cranes with remote and automatic crane control functions, the contracting authority will consider rubber-tired gantry cranes with a load capacity under the handling spreader of at least 40 metric tons, a lifting height of at least 5+1 containers, a minimum wheelbase of at least 24 m, and a manual or automatic system for connecting the crane to the electrical grid.**

The tenderer shall list the reference projects in OBR-4 Statement of Performed Supplies in the Past Years (Izjava o zagotovljenih referencah). The tenderer shall obtain a certificate from the contracting authorities for each of the references listed in OBR-4a " »Potrdilo naročnika" (Certificate from the contracting authority). If the tenderer does not want to disclose the actual values of its transactions, the tenderer may indicate on both forms that it meets the minimum required value, i.e. at least EUR 2,500,000.00 excluding VAT for one individual crane.

In the phase of reviewing and evaluating tenders, if the contracting authority decides to do so, the tenderer must enable the contracting authority to inspect and test one reference transaction. The tenderer shall organize the inspection at the location of the reference project selected by the contracting authority for at least two persons from the contracting authority (a representative of the procurement department and a representative of the user) at the tenderer's expense.

The contracting authority also reserves the right to require the tenderer to submit additional evidence regarding the references listed in the form (OBR-4) and to check the references with the reference contracting authorities themselves.

The economic operator shall confirm compliance with the conditions by submitting the following duly completed documentation:

- Statement of Performed Supplies in the Past Years - References (OBR-4) and
- certificates of the contracting authority (OBR-4a).

## b) Technical capacities

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

The economic operator confirms the fulfilment of technical capacities for the execution of the contract by submitting the OBR-5 form " »Izjava o zagotovljenih tehničnih zmogljivostih" (Declaration of technical and professional competence).

### **3.2. Selection Criteria for the most favourable offer**

The criterion for selecting the most economically advantageous tender shall be the lowest total tender price, excluding VAT, indicated on the form OBR-1 Tender.

## II. TENDER DOCUMENTATION

### 1. CONTENTS OF THE TENDER DOCUMENTATION

The tender documentation must be in Slovene language (unless where explicitly stated otherwise in the documentation) and drawn up in line with the requirements and templates to be found in the documentation for public contract award. It consists of the following forms:

- 1. Completed and signed Application Form/ Tender/ (OBR-1)**
- 2. Completed and signed Annex 1 Tehnične zahteve\_Technical Requirements JN 40/2026 (in English)**
- 3. Completed and signed form Estimate (OBR-1a)**
- 4. Completed and signed form Statement of the tenderer on the examination and awareness of the technical requirements (OBR-1b)**
- 5. Completed and signed form Price list of spare parts and maintenance (OBR-1c) –**  
The form is of an informative nature; in the event that the tenderer does not submit the completed OBR-1c form in the tender, the contracting authority will subsequently invite it to be supplemented in this part.
- 6. Completed and signed Information of the tenderer and subcontractors or joint contractors form (OBR-2)**
- 7. Completed and signed ESPD form** (for each economic operator to be involved in the performance of the public contract)
- 8. AJPES S.BON form for economic operators established in the Republic of Slovenia or credit rating form from another credit rating institution for economic operators established outside the Republic of Slovenia, showing the credit rating** (for the tenderer and partners, not for subcontractors)
- 9. Completed and signed Declaration of Eligibility to Participate and of the Absence of Grounds for Exclusion (OBR-3) -** for the tenderer and partners
- 10. Completed and signed Declaration of Eligibility to Participate and of the Absence of Grounds for Exclusion for subcontractors (OBR-3a)–** for subcontractors
- 11. Completed and signed Statement of Performed Supplies in the Past Years - References (OBR-4)**
- 12. Completed and signed certificates of the contracting authority (OBR-4a)**
- 13. Completed and signed Declaration on provision of technical capacities (OBR-5)**
- 14. Completed and signed form Manufacturer's Declaration of Market Presence for the Offered Equipment (cranes and remote operating stations) (OBR-6)**
- 15. Completed and signed Model contract form (OBR-7)**
- 16. Completed and signed form Identification of the tenderer/business partner (KYC form) or statement/data on the participation of natural and legal persons owned by the tenderer (OBR-8)**(the statement must be submitted by the tenderer, the partner in the case of a joint tender and any potential subcontractor, insofar as it requires direct payments and its participation in the transaction represents more than EUR 10,000.00 excluding VAT)
- 17. Completed and signed Statement on Compliance with the Code of Conduct for Suppliers to Luka Koper Group Companies (OBR-9)** (for the tenderer and each partner in the case of a joint tender). The Code of Conduct for Suppliers to Luka Koper Group Companies in Slovene is published on the website: <https://www.luka-kp.si/en/company/corporate-documents/>. The document is available in English at the website: <https://www.luka-kp.si/en/company/corporate-documents/>
- 18. Completed and signed form Subcontractor's request for direct payment (OBR-10)**  
(informative template of the form, submission of a completed and signed form or proof of

comparable content is required in the case of a tender with subcontractors, if the latter request direct payment)

**19. Completed annex Self – Assessment Questionnaire for Evaluating the Compliance of an External Provider in the Field of Information Security Management System (ISMS)** (in Slovenian or English) *(the form is filled in by the tenderer or, in the case of a joint tender, by each of the partners of the joint tender; the form is attached in xls. form, the completed form is filled in and attached in xls. form)* (instead of the questionnaire, the appropriate proof is also the ISO 27001 Certificate or the ISAE 3000 SOC Report, the report type "SOC 2 Type 2" as referred to in Chapter 4.7. Safety requirements for tenderers).

The forms shall be completed and signed and stamped where required. All tender forms are submitted in "PDF" format, unless otherwise required for each form, e.g. "Self-assessment questionnaire...".

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

### **1.1. TENDER (OBR-1)**

The Tender form (OBR-1) must contain all the information requested and must comply with the following requirements:

- In the case of a joint tender, the lead partner shall be named as the tenderer
- The total tender price must include all costs and charges relating to the performance of the contract. All values must be in EUR.
- The tender must be valid for the entire contract. Partial tenders will not be considered.
- The tender must be valid for at least 120 days after the deadline for receipt of tenders.
- Variation tenders and options are not allowed.
- The deadline for the performance of the contract may not exceed the deadline set in the invitation to tender.
- The tenderer shall bear all costs associated with the preparation and submission of the tender. The Contracting Authority will not reimburse tenderers for any costs associated with the preparation of the tender, nor for any other costs incurred in the course of the procurement procedure.

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

An economic operator may participate in the tender as an independent tenderer, as a tenderer with subcontractors, as a lead partner in a joint tender, as a partner in a joint tender, or as a subcontractor.

If only one economic operator is involved in the tender, it shall be deemed to undertake all the work covered by the contract himself as an independent tenderer. If several economic operators are participating in the tender, each shall, in addition to their personal data, also indicate the part of the contract they are undertaking and the percentage of the total.

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

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

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

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

#### **1.4. Contract specification**

The tender shall be accompanied by the contracting authority's contract specification, which shall indicate the content and scope of the contract. All the requirements of the contract specification must be complied with. The tenderer may not modify the contract specification.

#### **1.5. Model contract**

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

#### **1.6. Collateral instruments**

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

#### **1.7. Safety requirements for tenderers**

The tenderer (or, in the case of a joint tender, each partner) must ensure an appropriate level of the Information Security Management System (ISMS), for which it must submit:

- a completed Annex 2, *Self – Assessment Questionnaire for Evaluating the Compliance of an External Provider in the Field of Information Security Management System (ISMS)*, or
- an ISO 27001 certificate, which may cover the services (areas) that the tenderer offers to the contracting authority or the tenderer's entire operations (the certificate of conformity must be valid and issued by an accredited certification body authorized to issue the ISO/IEC 27001 standard), or
- An ISAE 3000 SOC report, specifically a "SOC 2 Type 2" report (the report must not be older than 1 year from the deadline for receipt of tenders; the report must include a review of all services the tenderer offers to the contracting authority; the report must be issued by an impartial and independent external organization that is appropriately qualified to conduct such audits).

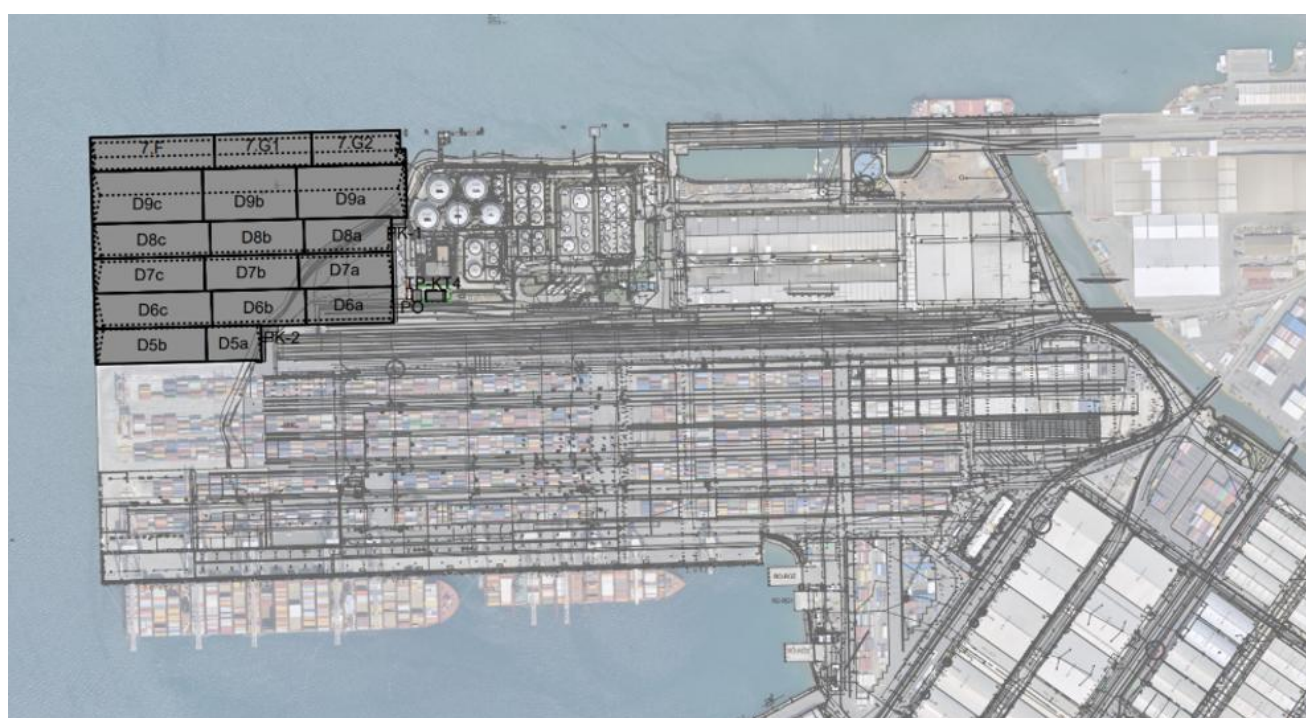
### III. CONTRACT SPECIFICATION

The subject-matter of the contract is the procurement of eleven (11) A-RTG cranes for the needs of Luka Koper, d.d., which also includes the delivery and commissioning of remote operating stations (ROS), the implementation of a system for executing the cranes' automated functions, application development and implementation of an interface for the automatic operation of A-RTG cranes (Yard Crane Scheduler).

#### 1. TECHNICAL TERMS AND CONDITIONS OF THE ORDER

##### 1.1. LOCATION

Luka Koper, d.d.; PC Container terminal



*Figure 1: Area of operation of RTG cranes*

##### 1.2. GENERAL DESCRIPTION

The container terminal is currently in the process of expanding its capacity. As part of the investments planned for the northern section of Pier 1, the purchase of 11 A-RTG cranes is anticipated.

The main purpose of the investment is to procure equipment that will ensure the handling of containers in the newly constructed storage areas on the northern part of Pier 1. The plan is to procure eleven A-RTG cranes, which will be used to move containers within the storage areas. The A-RTG cranes must be capable of operating in storage areas designed for a width of 7+1 containers and must be able to lift containers to a height of 6+1 containers. They must be powered by a battery pack supplied via a cable reel.

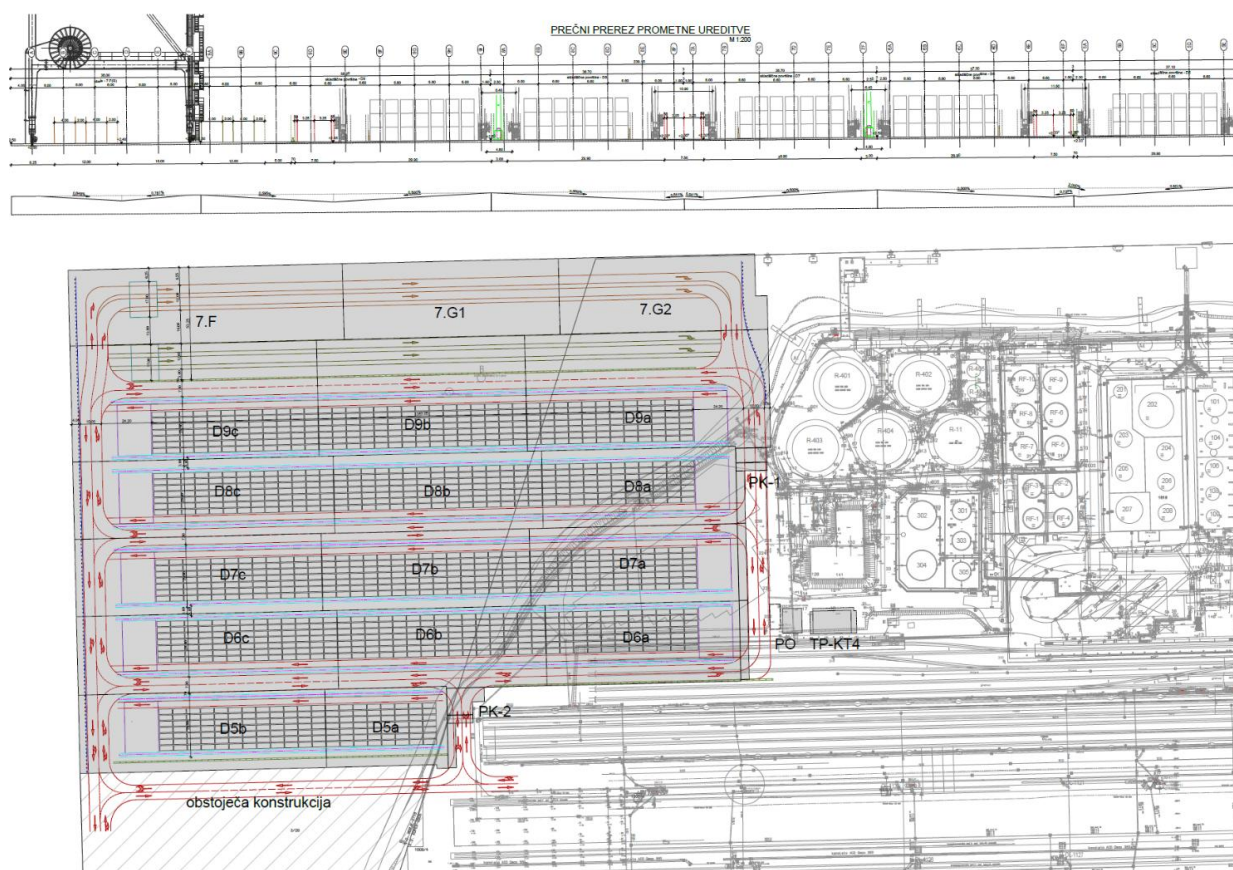


Figure 2: Cross-section and layout of the traffic arrangement for the northern part of Pier I

The following is a technical description that lists the technical requirements and specifications for the A-RTG cranes and their equipment, which the offered equipment must meet in addition to the additional requirement below.

#### **Additional requirement regarding the proposed equipment:**

The manufacturer of the proposed equipment (cranes and remote operating stations) must have been present on the market for at least 10 years as of the publication of this contract notice.

Market presence is defined as the manufacturer having continuously engaged in the production, development, sale, or marketing of equipment of the same type or comparable in purpose and technical characteristics as the equipment that is the subject of the tender during the specified period.

Proof: A signed statement from the manufacturer of the offered equipment (cranes and remote operating stations) regarding market presence, demonstrating compliance with this requirement.

The economic operator shall confirm compliance with the requirements regarding the manufacturer of the offered equipment by submitting Form OBR-6.

The contracting authority reserves the right to request additional supporting documents (e.g., project references, delivery records, catalogs, technical documentation, etc.).

**Due to specific terminology related to A-RTG crane equipment, the content of the technical requirements and the description of the contract from Chapter 2 "TECHNICAL SPECIFICATIONS AND DESCRIPTION" is provided below in English. All requirements described in this chapter are subject to this contract, unless the text explicitly states that a specific requirement is not subject to this contract.**

## **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 CONTRACTING AUTHORITY - i.e. 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 **Tenderer - i.e. supplier** shall satisfy himself that the particulars and dimensions of the **RTG cranes** are suitable for the design which he offers. The size and capacity of any parts of the **RTG cranes** 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 **cranes** 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 **RTG cranes** 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 **cranes** 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 **cranes** 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 REQUIREMENTS 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 **cranes** 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<br>Acceleration max – 3 s from 0 to full speed                                   |
| Hoisting/lowering with empty spreader: | Min 60 m/min<br>Acceleration max – 3 s from 0 to full speed                                   |
| Trolley travel speed:                  | Min 70 m/min<br>Acceleration max – 4 s from 0 to full speed (reduced in high wind operation)  |
| Gantry with empty spreader:            | Min 135 m/max<br>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 **cranes** will run on asphalt or concrete ground.

Maximum operating wheel load shall not exceed **19,5** metric tonnes per wheel.

### 2.2.6. GENERAL DESIGN REQUIREMENTS

The **RTG cranes** 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 RTG **cranes** 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 **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 RTG **cranes**.

### **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/mm<sup>2</sup>. 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 3<sup>rd</sup> 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 **cranes** 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 cranes 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 cranes 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 cranes.

### **Wheels and Tyres**

The RTG cranes 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 cranes 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 **cranes**.

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 **cranes** 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.
- **Joysticks** for crane control **must have as much is possible** 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:

- **Communication** between operator and field personnel.
- **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 **cranes** 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 **cranes** 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 **cranes** 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 3<sup>rd</sup> Ed requirements. The Supplier shall provide with the offer the proposed RTG **cranes** 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 **cranes** 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 cranes; 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 cranes 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 shall be 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-regenerative 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 **contracting authority** 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 **cranes** 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 cranes 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 cranes down and set all mechanical brakes to safeguard personnel and protect the RTG cranes. As a minimum this should include the trolley, the electrical house, operator's console, both sides of the RTG cranes at ground level, cable reel system, and at the battery pack.

#### **2.4.13. LIGHTING**

##### **2.4.13.1. Floodlights**

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

RTG cranes 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 RTG cranes shall be designed to provide sufficient illumination to all areas where person can walk on the RTG cranes. 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 RTG cranes shall be designed to provide sufficient illumination to all maintenance areas of the RTG cranes. 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 cranes. 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 **cranes** 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 **cranes** (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 cranes.

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 cranes is not working.

#### **2.4.16. AUTO STEERING, AUTO STOP AND CONTAINER POSITIONING SYSTEM**

Automatic gantry steering system shall be provided with each RTG cranes. 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  $\pm 10$  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  $\pm 15$  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 and gantry 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 contracting authority 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 **contracting authority** 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 **cranes** 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 **contracting authority** after the conclusion of the contract.

#### **2.4.20. TRUCK IDENTIFICATION (RFID)**

Each RTG **cranes** 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 **Equipment control system layer (hereinafter referred as ECS)** 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 ECS. 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 cranes shall be integrated with the Purchaser's TOS via a dedicated Equipment control system layer. The ECS 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 ECS 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 ECS;
- 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 EQUIPMENT CONTROL SYSTEM**

The functional responsibility shall be split clearly between TOS and the ECS. TOS is the decision-making and yard-planning system; the ECS 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 ECS 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).

#### **2.5.4. INTERFACE DATA MODEL AND HEARTBEAT**

The interface data model shall include, as a minimum:

- yard job list with priorities and 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 ECS.

A heartbeat signal shall be exchanged between the ECS 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 ECS:

- READY – work order received by the ECS 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 ECS 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, **ECS** 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 ECS 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 Price Schedule" 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 Yard Crane Scheduler. The functional and integration requirements defined in the chapter on Automation, IT Integration and Cybersecurity (TOS integration, ECS, 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 ECS 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 Yard Crane 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 Yard Crane Scheduler shall operate under a configurable processing time budget per planning cycle, ensuring that optimisation never delays crane operations. Within each cycle, the Yard Crane Scheduler shall evaluate multiple candidate solutions and return the best feasible plan found within the allotted time.

### **2.6.3. MULTI-CRANE COORDINATION**

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

- anti-crossing = commanding crane against each other so that the deadlock avoidance is triggered;
- safety clearance buffers = keeping the configured crane-to-crane distance;
- occupied-band tracking = taking the crane work areas into account;
- 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 **Yard Crane** 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 – external trucks 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 **Yard Crane** Scheduler shall integrate them into the execution plan. Where the TOS does not provide them, the **Yard Crane** 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 **Yard Crane** 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 **Yard Crane** 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 **Yard Crane** 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 **ECS** 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 **Yard Crane** 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 (**Yard Crane** Scheduler activation):

- side-feed yard operation with fixed container yard, applicable to RTG **cranes** configurations as specified in this technical specification;
- all cranes within a **Yard Crane Scheduler**-managed block shall be connected to the supplier's **ECS**; no third-party equipment shall operate in the same block outside the **Yard Crane** Scheduler's optimisation scope;
- the **Yard Crane** 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 **Yard Crane** Scheduler architecture shall be scalable to allow the future inclusion of additional **A-RTG** cranes in the same or adjacent blocks, subject to the same connectivity and **ECS** requirements.

### **2.6.9. ACCEPTANCE, TESTING AND DOCUMENTATION**

The scope of item 4 of "**Tender Price Schedule**" shall include also a Site Acceptance Test demonstrating the **Yard Crane** Scheduler's functionality on the delivered RTG cranes under representative operational scenarios agreed with the Purchaser. The supplier shall provide complete documentation of the **Yard Crane** 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 **Yard Crane** Scheduler with the delivered cranes prior to Site Acceptance Test, consistent with the simulation requirements defined in the previous chapter.

## **MANUFACTURING, TESTING AND ACCEPTANCE**

### **2.6.10. 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.

### **2.6.11. 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.

### **2.6.12. 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.

### **2.6.13. 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.

### **2.6.14. 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.

### **2.6.15. DESCRIPTIVE PLATES**

All description plates attached to the RTG **cranes** shall be written in Slovenian language.

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

#### 2.6.16. 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.

#### 2.6.17. 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.

#### 2.6.18. 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.

**2.6.19. COMMISSIONING TESTS AND REPORTS****2.6.19.1. General**

The supplier shall carry out at the purchaser's site full commissioning tests to verify that the RTG **cranes** 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 **cranes** shall be put into intensive use in actual container operation or in simulation with RTG **cranes** 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. **Contracting authority** shall cover all costs related to its own personnel witnessing testing **(as part of control inspection)**.

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 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 and has the right to be present during pre-shipment inspection and test (as part of control inspection).

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.

## **2.6.20. TEST RESULTS**

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

## **2.6.21. 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.

## **2.6.22. SUBMISSION OF TECHNICAL DATA**

### **2.6.22.1. 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.

#### 2.6.22.2. PROJECT SCHEDULE

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

#### 2.6.22.3. 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 cranes.

Operating Manual shall detail step by step all actions necessary to place the RTG cranes 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 cranes.

#### **2.6.23. OPERATOR AND MAINTENANCE TRAINING**

After the RTG cranes 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.

#### **2.6.24. 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.

#### **2.6.25. CRITICAL SPARE PARTS LIST**

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

### **2.7. DELIVERY TO SITE**

All RTG cranes must be delivered in fully erected state in Port of Koper.

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.

## **2.8. FINAL SITE**

### **2.8.1. PROVISION OF THE SITE BY CONTRACTING AUTHORITY**

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

### **2.8.2. 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.

### **2.8.3. 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.

### **2.8.4. 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.

### **2.8.5. 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. GENERAL**

Chapter 2. "TECHNICAL SPECIFICATIONS AND DESCRIPTION" lists the technical requirements and a description of the A-RTG cranes and their equipment, which the offered equipment must meet in addition to the other requirements. The equipment must be new.

By signing the "Tender" form (OBR-1) and the Statement of the tenderer on the examination and acquaintance with the technical requirements (OBR-1b), the tenderer declares that it has also reviewed in detail the entire content of Chapter 2. "TECHNICAL SPECIFICATIONS AND DESCRIPTION" and that it is familiar with all technical requirements and descriptions and that it fully agrees with them.

If the manufacturer and/or type of equipment is indicated in the technical requirements for individual equipment, the addition "or equivalent" applies, and the offered equipment must be

equivalent or better in terms of technical characteristics than explicitly stated in the procurement documentation.

### **3.1. LEGISLATION**

The equipment and spare parts offered must comply with all applicable regulations for sale and operation within the European Union, must conform to EU standards, and must meet all specified technical requirements. The equipment offered must be accompanied by an EU "CE" Declaration of Conformity or a certificate of origin from the EU.

**If the tenderer has any comments, suggestions for changes, or concerns, or identifies any deficiencies regarding the technical specifications or other sections of this public procurement documentation, they may raise them by submitting questions on the portal eNaročanje under the relevant public procurement notice that has been published. See also the instructions in Section 2.7. Contract Specifications and Technical Requirements.**

#### **IV. FORMS**

- **TENDER (OBR-1)**
- **ESTIMATE (OBR-1a)**
- **STATEMENT OF THE TENDERER ON THE EXAMINATION AND AWARENESS OF THE TECHNICAL REQUIREMENTS (OBR-1b)**
- **PRICE LIST OF SPARE PARTS AND MAINTENANCE (OBR-1c)**
- **INFORMATION ON THE TENDERER AND CONTRACTORS IN (OBR-2)**
- **ELECTRONIC ESPD FORM IN ELECTRONIC FORMAT**
- **DECLARATION ON ELIGIBILITY TO PARTICIPATE AND THE ABSENCE OF GROUNDS FOR EXCLUSION (OBR-3)**
- **DECLARATION ON ELIGIBILITY TO PARTICIPATE AND THE ABSENCE OF GROUNDS FOR EXCLUSION FOR SUBCONTRACTORS (OBR-3a)**
- **STATEMENT OF PERFORMED SUPPLIES IN THE PAST YEARS - REFERENCES (OBR-4)**
- **CERTIFICATE OF THE CONTRACTING AUTHORITY (OBR-4a)**
- **STATEMENT ON PROVIDED TECHNICAL CAPACITIES (OBR-5)**
- **MANUFACTURER'S DECLARATION OF MARKET PRESENCE FOR THE OFFERED EQUIPMENT (CRANES AND REMOTE OPERATING STATIONS) (OBR-6)**
- **CONTRACT SAMPLE (OBR-7)**
- **IDENTIFICATION OF THE TENDERER/BUSINESS PARTNER (KYC FORM) OR STATEMENT/DATA ON PARTICIPATION OF NATURAL AND LEGAL PERSONS OWNED BY THE TENDERER (OBR-8)**
- **STATEMENT OF THE TENDERER ON COMPLIANCE WITH THE CODE OF CONDUCT FOR BUSINESS PARTNERS OF THE LUKA KOPER GROUP (OBR-9)**
- **SUBCONTRACTOR'S REQUEST FOR DIRECT PAYMENT (OBR-10)**

**OBR-1****TENDER**

tender no.: \_\_\_\_\_  
Public Procurement \_\_\_\_\_  
No. JN 40/2026

1. Contracting authority: Luka Koper, d.d., Vojkovo nabrežje 38, 6501 Koper
2. Subject-matter of the procurement: Procurement of 11 A-RTG cranes
3. The tenderer: \_\_\_\_\_

**4. Tender values****4.1 Tender price:**

Total tender price without VAT 



 EUR

*\*Value from Estimate form (OBR-1a)*

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

5. Origin of goods \_\_\_\_\_  
(please fill in as appropriate; the origin of goods is determined in accordance with the [Regulation \(EU\) No 952/2013](#) of the European Parliament and of the Council of 9 October 2013 laying down the Union Customs Code (OJ L No. 269 of October. 10 2013, p. 1), published in the Official Journal of the EU).
6. The tender is valid for the entire contract, in accordance with the tender documents related to the award of the contract, which is an integral part of this tender.
7. The price is fixed for the entire scope of the subject-matter of the public procurement.
8. The tender must be valid for 120 days after the deadline for receipt of tender.
9. We undertake to perform the contract in accordance with the requirements of the procurement documentation.
10. The offered equipment and installed parts must comply with all applicable regulations, with the applicable EU standards for sale and operation the territory of the European Union and other applicable EU standards.
11. The deadline for the performance of the subject-matter of the contract and acceptance is specified in the Model Contract (OBR-7).
12. Financial terms – we are familiar with and agree to the financial terms set out in the model contract (OBR-7).
13. We will perform the contract as stated in the tender and will not transfer it to another contractor. We will immediately inform the contracting authority to indicate the subcontractors

we cooperate with, the type of works or materials and the value of the works or materials, otherwise we are obliged to compensate the contracting authority for the costs or other damage incurred due to untimely notification.

14. We declare that, prior to submitting the tender, we have carefully reviewed the documentation related to the public procurement, including the technical requirements, and that we are familiar with all the characteristics and specifications and agree with them in full. Any shortcomings in the content/scope of works of the contract have been brought to the attention of the contracting authority. No subsequent claims will be made on this basis and we hereby waive any such claims.
15. If we are selected to perform the public contract, we will, within eight (8) working days of signing the contract, deliver to the contracting authority a collateral instrument in the amount of 10% of the contract value, inclusive of VAT, as a performance guarantee, valid for at least ninety (90) days after the scheduled final acceptance.

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

The tenderer

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

stamp

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

**OBR-1a**

**TENDER ESTIMATE**

**JN 40/2025 Procurement of 11 A-RTG cranes**

| Item No:                                                             | Item Description                                                                                                              | Quantity | Unit  | Unit price<br>in EUR excluding<br>VAT |   | Item price<br>in EUR excluding<br>VAT<br>(= quantity x unit<br>price) |
|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|----------|-------|---------------------------------------|---|-----------------------------------------------------------------------|
| 1                                                                    | A-RTG cranes                                                                                                                  | 11       | piece |                                       | = |                                                                       |
| 2                                                                    | Supply of remote operating station (ROS) and commissioning of remote operation for the cranes                                 | 8        | piece |                                       | = |                                                                       |
| 3                                                                    | Implementation of system for automated crane functionalities                                                                  | 1        | set   |                                       | = |                                                                       |
| 4                                                                    | Application development and implementation of an interface for the automated operation of A-RTG cranes (Yard Crane Scheduler) | 1        | set   |                                       | = |                                                                       |
| Total tender price without VAT<br>(Note: sum of items 1, 2, 3 and 4) |                                                                                                                               |          |       |                                       |   | *                                                                     |

(\*value entered by the tenderer on the form Tender OBR-1)

**All prices are in euros.  
Prices and values are rounded to two (2) decimal places.**

Date:

Place:

Stamp

The  
tenderer:

(Name, surname and  
signature of the authorised  
person)

**OBR- 1b**

**STATEMENT OF THE TENDERER ON THE EXAMINATION AND AWARENESS OF THE  
TECHNICAL REQUIREMENTS  
JN 40/2026 Procurement of 11 A-RTG cranes**

We, the undersigned, declare on behalf of the tenderer \_\_\_\_\_ (name of the tenderer) that we have carefully examined the entire content of the documentation related to the public procurement JN 40/2026 "Procurement of 11 A-RTG cranes", including the entire chapter III. CONTRACT SPECIFICATION from page 22 to page 66 and Annex 1: Tehnične zahteve\_Technical requirements JN 40\_2026 JN 40\_2026", and that we are fully aware of all the contracting authority's technical and other requirements and descriptions from the documentation related to the public procurement.

We hereby confirm that we fully agree with and comply with all the Contracting Authority's technical and other requirements, including those set out in Chapter III, Contract specification, Section 2, "TECHNICAL SPECIFICATIONS AND DESCRIPTION", on pages 24 to 65 of the procurement documentation, including Annex 1: Tehnične zahteve\_Technical requirements JN 40\_2026.

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

The tenderer

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

stamp

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

**PRICE LIST OF SPARE PARTS AND MAINTENANCE  
JN 40/2026 Procurement of 11 A-RTG cranes**

The tenderer shall complete the Price List of Spare Parts and Maintenance for Public Procurement JN 40/2026 – "Procurement of 11 A-RTG Cranes", which forms part of the procurement documentation, by filling in the fields containing indicative prices for preventive routine maintenance.

The price list is for information purposes only. If the tenderer does not submit the completed Form OBR-1c as part of its tender, the contracting authority will subsequently invite the tenderer to supplement its tender in this respect.

| Stroški rednih servisov/Maintenance intervals                            | Rezervni deli/Costs of spare parts [EUR excluding VAT] | Olja in maziva/Oil and lubricants [EUR excluding VAT] | Storitve dela/Manpower                            |                                           |
|--------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------|---------------------------------------------------|-------------------------------------------|
|                                                                          |                                                        |                                                       | Normativ - trajanje servisa/ Service duration [h] | Cena storitve dela/Cost of manpower [EUR] |
| Servis na 500 delovnih ur / Service at <b>500</b> hours of operation     |                                                        |                                                       |                                                   |                                           |
| Servis na 1.000 delovnih ur / Service at <b>1,000</b> hours of operation |                                                        |                                                       |                                                   |                                           |
| Servis na 1.500 delovnih ur / Service at <b>1,500</b> hours of operation |                                                        |                                                       |                                                   |                                           |
| Servis na 2.000 delovnih ur / Service at <b>2,000</b> hours of operation |                                                        |                                                       |                                                   |                                           |
| Servis na 2.500 delovnih ur / Service at <b>2,500</b> hours of operation |                                                        |                                                       |                                                   |                                           |
| Servis na 3.000 delovnih ur / Service at <b>3,000</b> hours of operation |                                                        |                                                       |                                                   |                                           |
| Servis na 3.500 delovnih ur / Service at <b>3,500</b> hours of operation |                                                        |                                                       |                                                   |                                           |
| Servis na 4.000 delovnih ur / Service at <b>4,000</b> hours of operation |                                                        |                                                       |                                                   |                                           |
| Servis na 4.500 delovnih ur / Service at <b>4,500</b> hours of operation |                                                        |                                                       |                                                   |                                           |
| Servis na 5.000 delovnih ur / Service at <b>5,000</b> hours of operation |                                                        |                                                       |                                                   |                                           |
| Servis na 5.500 delovnih ur / Service at <b>5,500</b> hours of operation |                                                        |                                                       |                                                   |                                           |
| Servis na 6.000 delovnih ur / Service at <b>6,000</b> hours of operation |                                                        |                                                       |                                                   |                                           |
| Servis na 6.500 delovnih ur / Service at <b>6,500</b> hours of operation |                                                        |                                                       |                                                   |                                           |
| Servis na 7.000 delovnih ur / Service at <b>7,000</b> hours of operation |                                                        |                                                       |                                                   |                                           |
| Servis na 7.500 delovnih ur / Service at <b>7,500</b> hours of operation |                                                        |                                                       |                                                   |                                           |
| Servis na 8.000 delovnih ur / Service at <b>8,000</b> hours of operation |                                                        |                                                       |                                                   |                                           |
| Servis na 8.500 delovnih ur / Service at <b>8,500</b> hours of operation |                                                        |                                                       |                                                   |                                           |

|                                                                            |  |  |  |  |
|----------------------------------------------------------------------------|--|--|--|--|
| Servis na 9.000 delovnih ur / Service at <b>9,000</b> hours of operation   |  |  |  |  |
| Servis na 9.500 delovnih ur / Service at <b>9,500</b> hours of operation   |  |  |  |  |
| Servis na 10.000 delovnih ur / Service at <b>10,000</b> hours of operation |  |  |  |  |

\*The price list of spare parts and maintenance is not subject to the criterion for selecting the most favorable tender nor does it affect the admissibility of the tender.

Date:

Place:

Stamp

The  
tenderer:

(Name, surname and signature of  
the authorised person)

**INFORMATION ON THE TENDERER AND CONTRACTORS IN IN JOINT PERFORMANCE**
**1. TENDER**

We are submitting the tender to undertake the public procurement **JN 40/2026 Procurement of 11 A-RTG cranes** (please mark as appropriate with X):

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

**2. INFORMATION ABOUT THE TENDERER**
**2.1 Information about the tenderer**

|                                                                                                                                        |        |
|----------------------------------------------------------------------------------------------------------------------------------------|--------|
| Full company name:                                                                                                                     |        |
| Address of the tenderer:                                                                                                               |        |
| Legal representative or one or several persons authorised to sign the contract                                                         |        |
| Option to digitally sign the contract with a qualified digital certificate <sup>2</sup> of all persons authorised to sign the contract | YES/NO |
| Registration number                                                                                                                    |        |
| VAT identification number                                                                                                              |        |
| Current account number                                                                                                                 |        |
| Name and address of bank:                                                                                                              |        |
| BIC/SWIFT                                                                                                                              |        |
| Phone                                                                                                                                  |        |
| e-mail                                                                                                                                 |        |
| Classification of the company according to Article 55 of the Companies Act                                                             |        |
| Contract custodian (name, surname, phone/mobile phone, e-mail)*                                                                        |        |

*\* data for the contract*

**2.2. Joint tender**

<sup>2</sup> See Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC ([Regulation - 910/2014 - EN - e-IDAS - EUR-Lex](#)).

Tenderers shall complete point 2.2 if they have submitted a joint tender.

The following tenderers are participating in the procurement procedure JN 40/2026 (indicate all partners in the joint tender, including the lead partner):

| No. | Full name of the co-tenderer, address, authorized person, registration number, VAT identification number, e-mail**, Tel.** | Description of the part of the contract to be performed by the co-tenderer | Quantity (%) of the total according to the value of the works taken over |
|-----|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------------------|
| 1.  |                                                                                                                            |                                                                            |                                                                          |
| 2.  |                                                                                                                            |                                                                            |                                                                          |
| 3.  |                                                                                                                            |                                                                            |                                                                          |
| 4.  |                                                                                                                            |                                                                            |                                                                          |

*Note: The tenderer shall specify the shares of the works to be performed by each partner in a joint tender, so that the combined shares of all partners amount to 100%. Each individual partner shall include in its respective share the works that will be carried out on its behalf or for its account by any subcontractors.*

### 2.3 Tender with subcontractors – information on subcontractors

Tenderers fill in the point 2.3. in the event that they will cooperate with subcontractors in the performance of the public contract. In the public procurement marked JN 40/2026, we will cooperate with the following subcontractors:

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

*\*\*to be completed in case of a joint tender*

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

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

The tenderer

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

stamp

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

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

Tenderer / partner: .....

We declare under criminal and material responsibility that:

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

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

Date: .....

Place: .....

stamp

Tenderer / partner

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

OBR-3a

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

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

We declare under criminal and material responsibility that:

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

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

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

Subcontractor

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

stamp

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

# **STATEMENT OF PERFORMED TRANSACTIONS IN THE PAST YEARS - REFERENCES**

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

## REFERENCE TRANSACTION no. 1:

|                                                                                                                                                                                                | REFERENCE TRANSACTION no. 1 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Name of reference transaction:                                                                                                                                                                 |                             |
| Contracting authority:                                                                                                                                                                         |                             |
| Supplier:                                                                                                                                                                                      |                             |
| Subcontractor<br>(if the economic operator acted as a subcontractor of the main contractor or supplier):                                                                                       |                             |
| Date of performance of transaction<br>(month, year):                                                                                                                                           |                             |
| Place of transaction/location of<br>delivery (within European Union<br>countries)                                                                                                              |                             |
| Total transaction value (in EUR<br>excluding VAT):                                                                                                                                             |                             |
| Share of the economic operator<br>participating in the tender in the<br>reference transaction in relation to<br>the total value of the transaction<br>(excluding VAT):                         |                             |
| Description of the goods or the<br>content <i>of the transaction (the<br/>description should indicate the<br/>fulfillment of the client's<br/>requirements in relation to<br/>references):</i> |                             |

REFERENCE TRANSACTION no. 2:

|                                                                                                                                                                                                | REFERENCE TRANSACTION no. 2 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Name of reference transaction:                                                                                                                                                                 |                             |
| Contracting authority:                                                                                                                                                                         |                             |
| Supplier:                                                                                                                                                                                      |                             |
| Subcontractor<br>(if the economic operator acted as a subcontractor of the main contractor or supplier):                                                                                       |                             |
| Date of performance of transaction<br>(month, year):                                                                                                                                           |                             |
| Place of transaction/location of<br>delivery (within European Union<br>countries)                                                                                                              |                             |
| Total transaction value (in EUR<br>excluding VAT):                                                                                                                                             |                             |
| Share of the economic operator<br>participating in the tender in the<br>reference transaction in relation to<br>the total value of the transaction<br>(excluding VAT):                         |                             |
| Description of the goods or the<br>content <i>of the transaction (the<br/>description should indicate the<br/>fulfillment of the client's<br/>requirements in relation to<br/>references):</i> |                             |

REFERENCE TRANSACTION no. 3:

|                                                                                                                                                                                     | REFERENCE TRANSACTION no. 3 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Name of reference transaction:                                                                                                                                                      |                             |
| Contracting authority:                                                                                                                                                              |                             |
| Supplier:                                                                                                                                                                           |                             |
| Subcontractor<br>(if the economic operator acted as a subcontractor of the main contractor or supplier):                                                                            |                             |
| Date of performance of transaction<br>(month, year):                                                                                                                                |                             |
| Place of transaction/location of<br>delivery (within European Union<br>countries)                                                                                                   |                             |
| Total transaction value (in EUR<br>excluding VAT):                                                                                                                                  |                             |
| Share of the economic operator<br>participating in the tender in the<br>reference transaction in relation to<br>the total value of the transaction<br>(excluding VAT):              |                             |
| Description of the goods or the<br>content of the transaction (the<br>description should indicate the<br>fulfillment of the client's<br>requirements in relation to<br>references): |                             |

REFERENCE TRANSACTION no. 4:

|                                                                                                                                                                                                | REFERENCE TRANSACTION no. 4 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Name of reference transaction:                                                                                                                                                                 |                             |
| Contracting authority:                                                                                                                                                                         |                             |
| Supplier:                                                                                                                                                                                      |                             |
| Subcontractor<br>(if the economic operator acted as a subcontractor of the main contractor or supplier):                                                                                       |                             |
| Date of performance of transaction<br>(month, year):                                                                                                                                           |                             |
| Place of transaction/location of<br>delivery (within European Union<br>countries)                                                                                                              |                             |
| Total transaction value (in EUR<br>excluding VAT):                                                                                                                                             |                             |
| Share of the economic operator<br>participating in the tender in the<br>reference transaction in relation to<br>the total value of the transaction<br>(excluding VAT):                         |                             |
| Description of the goods or the<br>content <i>of the transaction (the<br/>description should indicate the<br/>fulfillment of the client's<br/>requirements in relation to<br/>references):</i> |                             |

# REFERENCE TRANSACTION no. 5:

|                                                                                                                                                                                                |                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
|                                                                                                                                                                                                | REFERENCE TRANSACTION no. 5 |
| Name of reference transaction:                                                                                                                                                                 |                             |
| Contracting authority:                                                                                                                                                                         |                             |
| Supplier:                                                                                                                                                                                      |                             |
| Subcontractor<br>(if the economic operator acted as a subcontractor of the main contractor or supplier):                                                                                       |                             |
| Date of performance of transaction<br>(month, year):                                                                                                                                           |                             |
| Place of transaction/location of<br>delivery (within European Union<br>countries)                                                                                                              |                             |
| Total transaction value (in EUR<br>excluding VAT):                                                                                                                                             |                             |
| Share of the economic operator<br>participating in the tender in the<br>reference transaction in relation to<br>the total value of the transaction<br>(excluding VAT):                         |                             |
| Description of the goods or the<br>content <i>of the transaction (the<br/>description should indicate the<br/>fulfillment of the client's<br/>requirements in relation to<br/>references):</i> |                             |

Annex: Certificate from the contracting authority (OBR-4a) for each of the references provided

Note: If the tenderer does not want to disclose the actual values of its transactions, the tenderer may indicate on both forms that it meets the minimum required value for each transaction, i.e. at least EUR 2,500,000.00 excluding VAT for one individual crane).

If the economic operator acted as a subcontractor in the performance of the reference work, it must submit either a reference certificate signed by the final contracting authority, or a reference certificate signed by the main contractor of the reference work, to whom it must also submit certified references issued by the final contracting authority to the main contractor. The content of the certificate must comply with the model.

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

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

The tenderer

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

stamp

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

**OBR-4a**

## CERTIFICATE OF THE CONTRACTING AUTHORITY

Contracting

authority:

.....

Subject of the procurement:

.....,

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

value of each supplied crane ..... EUR excluding VAT,

**certifies** that the supplier of the order (specify economic operator)

.....

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

The following goods were delivered under this transaction by the specified economic operator (add description to show that the reference requirements are met):

.....

.....

The supplied electrified RTG crane shall have the following characteristics (tick the appropriate option and add details where necessary):

- Electrified RTG crane for containers with remote control and operational automatic control

YES / NO

- Load capacity under the handling spreader of at least 40 tonnes  
YES / NO

- lifting height of at least 5+1 containers  
NO

YES /

- Wheel span at least 24m

YES / NO

Manual or automatic system for connecting the crane to the electrical power supply YES/ NO

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

.....,

phone ....., e-mail .....

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

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

Date:

Stamp:

Signature:

\_\_\_\_\_  
*Note: The tenderer may also attach other relevant certificates obtained in other procedures for the purpose of participating in public procurement procedures as proof under this form, provided that the certificates show all the information specified in this Form OBR-4a.*

**OBR-5**

**STATEMENT ON PROVIDED TECHNICAL CAPACITIES**

We hereby declare that we have all the necessary technical capabilities (*production, mechanization, equipment etc.*) for the quality performance of the entire contract within the stipulated deadline, in accordance with the requirements of the procurement documentation (Contract specification), the rules of the profession and regulations and standards in the field of the subject of the contract. Per request, we will provide the contracting authority with the additional evidence required to demonstrate the technical capacities, within the determined deadline.

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

The tenderer

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

stamp

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

OBR-6

**MANUFACTURER'S DECLARATION OF MARKET PRESENCE FOR THE OFFERED EQUIPMENT (CRANES AND REMOTE OPERATING STATIONS)**

Manufacturer's name: \_\_\_\_\_

Manufacturer's registered office: \_\_\_\_\_

Legal representative: \_\_\_\_\_

By signing this document, we confirm that, as the manufacturer of the equipment offered:

\_\_\_\_\_  
*(specify equipment: cranes/ workstations)*

we have been present on the market since \_\_\_\_\_ (specify month and year).

Market presence is defined as the manufacturer having continuously engaged in the production, development, sale, or marketing of equipment of the same type or comparable in purpose and technical characteristics as the equipment that is the subject of the tender during the specified period.

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

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

stamp

Winery

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

**OBR-7**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>VZOREC POGODBE</b><br>LUKA KOPER, pristaniški in logistični sistem, delniška družba, Vojkovo nabrežje 38, 6501 KOPER, ki jo zastopata predsednica uprave _____ in član uprave _____, kot KUPEC<br><br>Identifikacijska številka za DDV: SI89190033<br>Matična št.: 5144353000<br><br>in _____ (naziv prodajalca), _____ (naslov prodajalca), ki ga zastopa _____ (pooblaščen zastopnik prodajalca za podpis pogodbe), kot PRODAJALEC<br>Identifikacijska številka za DDV: _____<br>Matična št.: _____                                                                                                                                | <b>SPECIMEN OF CONTRACT</b><br>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<br><br>VAT Identification No.: SI89190033<br>Registration No.: 5144353000<br><br>And _____ (name of Vendor), _____ (address), represented by _____ (Vendor's authorised representative for signing the Vendor), as the VENDOR<br>VAT Identification No.: _____<br>Registration No.: _____                                                                                                                                                                                                       |
| sklepata naslednjo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | have concluded this                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>P O G O D B O št. JN 40/2026 - št. naložbe _____/45-_____</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>CONTRACT No. JN 40/2026 - Investment Nr. _____/45-_____</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>I. PRAVNA PODLAGA IN HIEARHIJA DOKUMENTOV</b><br><br>1. člen<br><br>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).<br>2) V primeru medsebojnega neskladja med dokumenti, ki sestavljajo pogodbeno dokumentacijo in podlago, se uporablja naslednji vrstni red: <ul style="list-style-type: none"> <li>• določila te pogodbe;</li> <li>• dokumentacija v zvezi z oddajo javnega naročila,</li> </ul> | <b>I. LEGAL BASIS AND HIERARCHY OF DOCUMENTS</b><br><br>Article 1<br>1) The reference number of the public procurement procedure forming the basis for the conclusion of this <b>Contract</b> 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).<br>2) In the event of any inconsistency or conflict between the documents forming the Contract documentation, the following order of precedence shall apply: <ul style="list-style-type: none"> <li>• the provisions of this Contract;</li> <li>• the procurement documentation, including the</li> </ul> |

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| <p>           vključno s tehničnimi zahtevami naročnika;           <ul style="list-style-type: none"> <li>• ponudbeni predračun;</li> <li>• ponudba prodajalca št. .... z dne .....</li> </ul> </p> <p>           3) Ne glede na prejšnji odstavek ponudba prodajalca ne more omejevat, 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 razbremenjuje prodajalca odgovornosti za skladno izvedbo predmeta pogodbe.         </p> <p><b>II. PREDMET POGODBE</b></p> <p>2. člen</p> <p>1) Kupec kupuje in prodajalec prodaja</p> | <p>           Purchaser's technical specifications;           <ul style="list-style-type: none"> <li>• the Tender Price Schedule;</li> <li>• the Vendor's Offer no. .... date .....</li> </ul> </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><b>II. SUBJECT - MATTER OF THE CONTRACT</b></p> <p>Article 2</p> <p>1) The Purchaser shall buy, and the Vendor</p> |
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| <p>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).</p> <p>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 testiranj, 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.</p> | <p>shall sell eleven (11) units A-RTG Cranes (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«).</p> <p>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.</p>                           |
| <p><b>III. POGODBENA VREDNOST</b></p> <p>3. člen</p> <p>1) Kupec se obvezuje, da bo prodajalcu za predmet pogodbe, ki bo skladen z 2. členom te pogodbe, izvršil plačilo:</p> <p>Pogodbena vrednost v EUR brez DDV znaša:</p> <p>_____</p> <p>(z besedo: _____).</p> <p>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.</p> <p>3) Montaža dvigal in transportni stroški predmeta pogodbe do Kopra so vključeni v pogodbeno ceno.</p>         | <p><b>III. CONTRACT PRICE</b></p> <p>Article 3</p> <p>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:</p> <p>Contract value in EUR excluding VAT amounts to:</p> <p>_____</p> <p>(in words: _____).</p> <p>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.</p> <p>3) Assembly of Cranes and Transport costs up to Koper, are included as well in the contract price. The subject matter of this</p> |

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| <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 skladu z veljavno zakonodajo.</p>                                                                                                                                                                                                                                                                                                         | <p>Contract shall be delivered in a fully 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><b>IV. PLAČILNI POGOJI</b></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"> <li>- 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 prevzemnih zapisnikov o prevzemu količinsko ustreznega dela postavke 1 ponudbenega predračuna, kar glede na rok, dogovorjen v a) točki drugega odstavka 6. člena te pogodbe, pomeni veljavnost najmanj 72 dni dlje od 1. 2. 2028;</li> </ul> | <p><b>IV. PAYMENT TERMS</b></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"> <li>- 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 acceptance certificates confirming the acceptance of the quantitatively compliant portion of Item 1 of the Tender Price Schedule, which, taking into account the deadline agreed in point (a) of paragraph 2 of Article 6 of</li> </ul> |

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| <ul style="list-style-type: none"> <li>- kupec bo plačal 25% pogodbene 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 prevzemnih zapisnikov o prevzemu količinsko ustreznega dela postavke 1 ponudbenega predračuna, kar glede na rok, dogovorjen v a) točki drugega odstavka 6. člena te pogodbe, pomeni veljavnost najmanj 72 dni dlje od 1. 2. 2028;</li> <li>- 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 prevzemnih zapisnikov o prevzemu</li> </ul> | <p>this Contract, means that the guarantee shall remain valid for at least <b>seventy-two (72)</b> days beyond 1 February 2028;</p> <ul style="list-style-type: none"> <li>- 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 acceptance certificates confirming the acceptance of the quantitatively compliant portion of Item 1 of the Tender Price Schedule, 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 <b>seventy-two (72)</b> days beyond 1 February 2028;</li> <li>- 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</li> </ul> |
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| <p>količinsko ustreznega dela postavke 1 ponudbenega predračuna, kar glede na rok, dogovorjen v a) točki drugega odstavka 6. člena te pogodbe, pomeni veljavnost najmanj 72 dni dlje od 1. 2. 2028.</p> <ul style="list-style-type: none"> <li>- 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 72 dni po prevzemu zadnjega od vseh dvigal - postavke 1 ponudbenega predračuna, t. j. po podpisu zadnjega zapisnika o prevzemu količinsko ustreznega dela postavke 1 ponudbenega predračuna;</li> <li>- 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;</li> <li>- kupec bo poravnal vrednost postavke 2 iz ponudbenega predračuna po obojestranskem podpisu prevzemnega zapisnika o dobavi in vzpostavitvi delovnih postaj daljinskega upravljanja (ROS);</li> <li>- kupec bo poravnal vrednost postavke 3 iz ponudbenega predračuna po obojestranskem podpisu prevzemnega zapisnika o prevzemu vzpostavljenega sistema za izvajanje avtomatskih</li> </ul> | <p>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 acceptance certificates confirming the acceptance of the quantitatively compliant portion of Item 1 of the Tender Price Schedule, 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 seventy-two (72) days beyond 1 February 2028.</p> <ul style="list-style-type: none"> <li>- 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 seventy-two (72) days after the acceptance of the last of all cranes under Item 1 of the Tender Price Schedule, i.e. after the signing of the last acceptance certificates confirming the acceptance of the quantitatively compliant portion of Item 1 of the Tender Price Schedule;</li> <li>- 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;</li> <li>- 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</li> </ul> |
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| <p>funkcionalnosti dvigala;</p> <ul style="list-style-type: none"> <li>- kupec bo poravnal vrednost postavke 4 iz ponudbenega predračuna po obojestranskem podpisu prevzemnega zapisnika o uspešno zaključenih storitvah iz postavke 4 ponudbenega predračuna.</li> </ul> <p>2) Plačilo se izvrši na prodajalčev bančni račun št. ....<br/>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><b>V. ROKI IZVEDBE PREDMETA POGODBE</b></p> <p style="text-align: center;">6. člen</p> <p>1) Dobava predmeta pogodbe se</p> | <p>Operating Stations (ROS);</p> <ul style="list-style-type: none"> <li>- 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;</li> <li>- The Purchaser shall pay the value of 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.</li> </ul> <p>2) The payment shall be effected on the Vendor's bank account<br/>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><b>V. CONTRACT PERFORMANCE SCHEDULE</b></p> <p style="text-align: center;">Article 6</p> |
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| <p>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 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 (Yard Crane Scheduler): do 30.11.2028 (pogodbeni stranki skladno s določili pogodbe podpišeta prevzemni zapisnik o izvedeni postavki 4 ponudbenega predračuna);</p> <p>e) izvedba usposabljanj na lokaciji</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 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</p> |
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| <p>naročnika v naslednjih rokih:</p> <ul style="list-style-type: none"> <li>○ 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,</li> <li>○ 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,</li> <li>○ izvedba usposabljanja za upravljanje dvigal preko vmesnika za avtomatsko delovanje (Yard Crane Scheduler): po uspešnem prevzemu postavke 4 ponudbenega predračuna (alineja d drugega odstavka tega člena) najmanj osem tednov.</li> <li>○ izvedba usposabljanja za vzdrževalce najmanj 4 tedne po prevzemu posamezne postavke iz ponudbenega predračuna.</li> </ul> <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</p> | <p>Tender Price Schedule);</p> <p>d) Application development and implementation of the interface for automatic operation (Yard Crane Scheduler): no later than 30 November 2028 (the Parties shall, in accordance with the provisions of this Contract, sign an Acceptance Report confirming the the completion of Item 4 of the 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"> <li>○ 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).</li> <li>○ 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).</li> <li>○ Provision of training for crane operation via the automated operation interface (Yard Crane 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).</li> <li>○ Provision of training for maintenance personnel: at least four weeks after the successful acceptance of each respective item of the Tender Price Schedule.</li> </ul> <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</p> |
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| <p>aplikativne podpore in razvoja vmesnika za avtomatsko delovanje (Yard Crane 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 (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.</p> | <p>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 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.</p> <p>6) The Vendor shall provide application support services and further development of the interface for automatic operation (Yard Crane 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.</p> <p>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.</p> |
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| <p><b>VI. OBVEZNOSTI PRODAJALCA</b></p> <p>7a. člen</p> <p>1) Prodajalec se obvezuje, da bo:</p> <ul style="list-style-type: none"> <li>o dobavil opremo s profesionalno skrbnostjo in v skladu z določili te pogodbe;</li> <li>o 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.;</li> <li>o obveščal in ažuriral kupca o vsem kar bi lahko vplivalo na kvaliteto in pravočasno izvedbo pogodbenih obveznosti;</li> <li>o uredil in naročniku predložil ustrezne instrumente finančnih zavarovanj v skladu s 4., 7b. in 14. členom te pogodbe;</li> <li>o pri izvajanju pogodbe spoštoval vsa pravila o redu, ki veljajo v Luki Koper d.d. (<a href="https://luka-kp.si/slo/varnost-v-pristaniscu">https://luka-kp.si/slo/varnost-v-pristaniscu</a>);</li> <li>o 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</li> </ul> | <p>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 the extended contractual time limit.</p> <p><b>VI. OBLIGATION OF THE VENDOR</b></p> <p>Article 7a</p> <p>1) The Vendor undertakes:</p> <ul style="list-style-type: none"> <li>o to deliver the equipment with a professional care and in accordance with the provisions of this contract;</li> <li>o 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.;</li> <li>o to keep the Purchaser informed and updated about everything that could affect the quality and timely fulfilment of obligations under this contract;</li> <li>o provide and submit the required financial guarantees in accordance with articles 4, 7b and 14 of this contract;</li> <li>o while performing the contract, comply with all the rules and regulations in force at Luka Koper d.d. (<a href="https://www.luka-kp.si/en/port-guide/port-security/">https://www.luka-kp.si/en/port-guide/port-security/</a>);</li> <li>o 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 purchaser's website.</li> </ul> |
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| <p>objavljen na spletni strani kupca.</p> <p>2) Do prevzema posamezne opreme mora biti zagotovljena in kupcu predana vsa predpisana in s pogodbo zahtevana spremljajoča dokumentacija.</p> <p style="text-align: center;">7b. člen</p> <p>1) Kot pogoj za veljavnost te pogodbe, prodajalec predloži kupcu zavarovanje za dobro izvedbo pogodbenih obveznosti v roku 8 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</p> | <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 style="text-align: center;">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 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</p> |
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| <p>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 zavarovanja do medsebojno dogovorjenega roka s kupcem. V nasprotnem primeru je kupec upravičen do unovčitve instrumenta zavarovanja za dobro izvedbo pogodbenih obveznosti.</p> <p>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 roku, ki je dogovorjen za končni prevzem (t.j. podpisan končni prevzemni zapisnik). Prenovljen instrument lahko predloži pod pogojem, da obenem predloži tudi instrument finančnega zavarovanja za odpravo napak v garancijskem roku skladno s 14. členom pogodbe.</p> <p style="text-align: center;">8.člen</p> <p>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,</p> | <p>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 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.</p> <p>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 agreed date for the final acceptance of the subject matter of the Contract (i.e. the date of signing of the Final Acceptance Certificate). 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.</p> <p style="text-align: center;">Article 8</p> <p>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,</p> |
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| <p>izgubo dobička, izgubo uporabe ali izgubo pogodb.</p> <p><b>VII. POGODBENA KAZEN ZA ZAMUDO</b></p> <p>9.člen</p> <p>1) Pogodbeni stranki s to pogodbo določata tudi pogodbeno kazen, in sicer za sledeče primere: (a) za 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 (pogodbeni 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 pogodbeni dela, vendar s stvarnimi ali pravnimi napakami, ki so prodajalcu pravočasno sporočene, in prodajalec do roka izvedbe pogodbenih del napake ne odpravi,</p> | <p>loss of production, loss of profits, loss of use, or loss of contracts.</p> <p><b>VII. PENALTIES FOR DELAY</b></p> <p>Article 9</p> <p>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 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</p> |
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| <p>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 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) Pogodbeno 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>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 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</p> |
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| <p><b>VIII. PREVZEMNA KONTROLA KOLIČINE IN KAKOVOSTI</b></p> <p>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) Za namene te pogodbe »Kontrolni pregled« pomeni zlasti, vendar ne izključno: prisotnost in sodelovanje predstavnikov naročnika (na stroške naročnika) pri izvajanju vseh pregledov, preizkusov in testiranj opreme pred njeno odpremo na lokacijo naročnika, vključno s pre-commissioning testiranj, pre-shipment inspection pregledi ter drugimi funkcionalnimi in tehničnimi preizkusi, ki se izvajajo na lokaciji sestavljanja dvigal, pred odpremo opreme na (končno) lokacijo naročnika, skladno s poglavjem III.</p> | <p>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> <p><b>VIII. QUANTITY AND QUALITY ACCEPTANCE</b></p> <p>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) The 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) For the purposes of this Contract, "Control Inspection" shall mean, in particular, but not be limited to, the</p> |
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| <p><b>Specifikacija naročila.</b></p> <p>3) 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>4) 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 katere se prevzem ni izvedel v celoti, ne obstaja utemeljen razlog) in v primeru, če kupec predmet pogodbe uporabi v nasprotju s 6. 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>5) Poleg ostalih pogojev po pogodbi so pogoj za prevzem postavke 2 ponudbenega predračuna tudi uspešno izvedena testiranja in preverjanje vseh funkcionalnih, varnostnih, video in komunikacijskih zahtev, kot so določene v poglavju III. »Specifikacija naročila« dokumentacije v zvezi z oddajo javnega naročila.</p> <p>6) Kupec ne sme začeti z uporabo posameznega predmeta pogodbe pred podpisom prevzemnega</p> | <p>attendance and participation of the Purchaser's representatives (at the Purchaser's expense) in all inspections, examinations, and testing of the Equipment prior to its shipment to the Purchaser's site, including pre-commissioning tests, pre-shipment inspections, and other functional and technical tests carried out at the cranes assembly facility before the Equipment is dispatched to the Purchaser's final site, in accordance with paragraph III. »Specifikacija naročila«.</p> <p>4) 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 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 breach of paragraph 6 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>5) In addition to the other conditions set out in this Contract, a condition precedent to the acceptance of Item 2 of the Tender Price Schedule shall be the successful completion of all testing and verification of the functional, safety, video, and communication requirements, as specified in paragraph</p> |
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| <p>zapisnika.</p> <p>7) 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>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. <b>Ne glede na navedeno je zapisnik</b> o dobavi dvigal 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 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</p> | <p><b>III. »Specifikacija naročila« of the Procurement Documentation.</b></p> <p>6) 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>7) 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>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. <b>Notwithstanding the foregoing, the</b> 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 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</p> |
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| <p>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><b>IX. DOKUMENTACIJA</b></p> <p style="text-align: center;">13a. člen</p> <p>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.</p> <p style="text-align: center;">13b. člen</p> <p>1) Dokumenti, slike, poročila, tehnične informacije, definicije, opisi, priročniki in kakršna koli druga intelektualna lastnina, ki jo dobi</p> | <p>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 of the Contract, in accordance with the requirements set out in the procurement documentation for the public procurement procedure JN 40/2026.</p> <p><b>IX. DOCUMENTATION</b></p> <p style="text-align: center;">Article 13a</p> <p>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</p> |
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| <p>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.</p> <p>2) Ne glede na določbe tega člena, kupec lahko proda ali odda v najem predmet te pogodbe tretjim osebam.</p> <p><b>X. GARANCIJA</b></p> <p>14. člen</p> <p>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 zmogljivosti, kot tudi varnosti in varovanju pri delu, tako da jo kupec 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> <p>a. popravilo ali zamenjava, ki sta nujna zaradi običajne obrabe ali zaradi vandalizma;</p> <p>b. potrošni material;</p> | <p>requirements of tender documentation JN 40/2026.</p> <p>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.</p> <p>Article 13b</p> <p>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 Contract or applicable law.</p> <p>2) Notwithstanding the provisions of this article the Purchaser is allowed to sell or to rent the subject of this contract to third parties.</p> <p><b>X. WARRANTY</b></p> <p>Article 14</p> <p>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 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</p> |
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| <p>c. popravila, nadomestitve ali prilagoditve, ki jih je izvedel ali začel kupec;</p> <p>d. manjkajoča poročila o napakah v zgoraj navedenem garancijskem obdobju;</p> <p>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 podpododbenik), če kupec ne upošteva navodil za uporabo predmeta pogodbe.</p> <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"> <li>o najmanj 5 (pet) let za jekleno konstrukcijo dvigal in mehanske komponente,</li> <li>o najmanj 8 (osem) let za protikorozijsko zaščito dvigal.</li> </ul> <p>3) Garancijska doba za predmet posamezne postavke iz ponudbenega predračuna začne teči z datumom prevzema posamezne postavke iz ponudbenega predračuna v skladu z 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 <b>najkasneje v roku 8</b></p> | <p>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> <ul style="list-style-type: none"> <li>a. to which repair or replacement becomes necessary due to normal wear and tear or due to vandalism;</li> <li>b. which are exhaustible items,;</li> <li>c. in which repairs, alternations or adjustments have been performed or begun by the Purchaser;</li> <li>d. which failures are not promptly reported to the Vendor within the warranty period above;</li> <li>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.</li> </ul> <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"> <li>o a warranty period of not less than five (5) years for the steel structure of the lifts and their mechanical components; and</li> <li>o a warranty period of not less than eight (8) years for the anti-corrosion protection of the Cranes.</li> </ul> <p>3) The warranty period for the subject 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</p> |
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| <p>dni po datumu 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"> <li>- v primeru, da prodajalec med garancijskim obdobjem ne izpolni garancijskih obveznosti, ki so določene v tej pogodbi;</li> <li>- v primeru, da prodajalec objavi plačilno nesposobnost, prisilno poravnavo ali stečaj</li> <li>- v primeru, da prodajalec ne izvaja storitve aplikativne podpore in razvoja vmesnika za avtomatsko delovanje (Yard Crane Scheduler).</li> </ul> <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</p> | <p>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 no later than eight (8) days following the date of 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) The 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"> <li>- if the Vendor during the warranty period does not perform warranty obligations specified in the contract;</li> <li>- if the Vendor publishes insolvency, receivership or bankruptcy.</li> <li>- in the event that the Vendor fails to provide application support services and further development of the interface for automatic operation (Yard Crane Scheduler).</li> </ul> <p>9) For the duration of the warranty period, the Vendor shall eliminate all errors and</p> |
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| <p>odpravo napak do izteka roka iz osmega odstavka tega člena. Zadržani znesek se ne obrestuje.</p> <p>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 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>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>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 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</p> |
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| <p style="text-align: center;">16. člen</p> <ol style="list-style-type: none"> <li>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.</li> <li>2) Prodajalčeva obveznost iz prvega odstavka tega člena ne ugasne v primeru likvidacije, stečaja ali kakršnegakoli prenehanja dejavnosti s strani proizvajalca.</li> </ol> <p style="text-align: center;">17. člen</p> <ol style="list-style-type: none"> <li>1) Za nadomestne oz. dele, ki so popravljeni 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.</li> </ol> | <p>information within the period specified in this paragraph, the <b>purchaser</b> 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> <ol style="list-style-type: none"> <li>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.</li> </ol> <p style="text-align: center;">Article 16</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol> <p style="text-align: center;">Article 17</p> <ol style="list-style-type: none"> <li>1) 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.</li> </ol> |
| <p><b>XI. IZVZEM OBVEZNOSTI</b></p> <p style="text-align: center;">18. člen</p> <ol style="list-style-type: none"> <li>1) Višja sila za čas njenega trajanja podaljša vse pogodbene roke, ki v času trajanja višje sile ne tečejo.</li> <li>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</li> </ol>                                                                                                             | <p><b>XI. EXEMPTION OF LIABILITIES</b></p> <p style="text-align: center;">Article 18</p> <ol style="list-style-type: none"> <li>1) All contractual terms that do not expire during the duration of force majeure shall be extended for the duration of force majeure.</li> <li>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</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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| <p>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 podpogodbnikov (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>19. člen</p> <ol style="list-style-type: none"> <li>1) Pogodbeni stranka, ki utrpí takšno višjo silo, mora takoj o tem obvestiti drugo pogodbeno stran z e-mailom z navedbo razloga in približnega trajanja višje sile.</li> <li>2) Po prenehanju višje sile, mora pogodbeni stranka obvestiti drugo pogodbeno stran na enak način kot ob njenem nastanku. Pogodbeni stranka, ki utrpí višjo silo, mora dokumentirati vzrok za tak primer višje sile in nosi dokazno breme obstoja višje sile.</li> </ol> <p>20. člen</p> <ol style="list-style-type: none"> <li>1) 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 stranka odstopi od pogodbe brez uveljavljanja pravice do odškodninskih zahtevkov.</li> <li>2) V primeru, da so bili posamezni predmeti pogodbe že dostavljeni v skladu z določbami te pogodbe, bo kupec prodajalcu plačal njihovo ceno.</li> </ol> <p>21. člen</p> <ol style="list-style-type: none"> <li>1) Za vsa vprašanja, ki niso urejena s to pogodbo, stranki soglašata z</li> </ol> | <p>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>Article 19</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol> <p>Article 20</p> <ol style="list-style-type: none"> <li>1) Should the duration of force majeure exceed three months, the parties shall 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.</li> <li>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.</li> </ol> |
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| <p>uporabo določil Obligacijskega zakonika (OZ).</p> <p><b>XII. PROTIKORUPCIJSKA KLAVZULA IN RAZVEZNI POGOJ</b></p> <p>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 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</p> | <p>Article 21</p> <p>1) 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><b>XII. ANTI-CORRUPTION CLAUSE AND RESOLUTORY CONDITION</b></p> <p>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 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</p> |
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| <p>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 seznaitve kupca s kršitvijo mora ta o tem obvestiti 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,</p> | <p>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 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 fort he subcontractor, ori f 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</p> |
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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 pogoji 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 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.

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 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 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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| <p><b>XIV. KONČNO DOLOČILO</b></p> <p>24. člen</p> <ol style="list-style-type: none"> <li>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 pogodbeni določila. Neveljavno določilo se mora zamenjati z veljavnim določilom, ki mora do največje možne mere služiti namenu, ki mu sledita pogodbeni stranki.</li> <li>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.</li> <li>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.</li> <li>4) Prodajalec s sklenitvijo te pogodbe izjavlja, da je seznanjen z Etičnim kodeksom kupca, ki je objavljen na spletni strani kupca.</li> <li>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.</li> <li>6) Ta pogodba je sestavljena v slovenskem in angleškem jeziku. V primeru neskladja med besedilom v</li> </ol> | <p>pursuant to Article 7b.</p> <p><b>XIV. FINAL PROVISION</b></p> <p>Article 24</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>5) Furthermore, the Vendor undertakes to act in compliance with the Code of Conduct for business partners to 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.</li> <li>6) This contract was made out in two equal copies, in Slovenian and English</li> </ol> |
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|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>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 izvirnik pogodbe v digitalni obliki.</p> | <p>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><br><p>Predsednica uprave<br/>Management Board President</p> <p>_____</p><br><br><p>Član uprave /Member of the Management Board</p> <p>_____</p>                                                                                                                                         | <p>Prodajalec/Vendor:</p> <p>_____</p> <p>_____</p>                                                                                                                                                                                                                                                                                   |

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

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

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

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

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

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

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

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

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

*\*Politically exposed person is, in accordance with the provisions of the Prevention Of Money Laundering And Terrorist Financing Act (ZPPDFT-2, OJ No. . 48/22, 145/22, 17/25 and 56/25), any natural person who is or has been acting in a prominent public position in a Member State or a third country in the last year, including his/her immediate family members and close associates. Natural persons who act or have acted in a prominent public position are: Heads of State, Prime Ministers, Ministers and their deputies or assistants; elected representatives of legislative bodies (members of National Assembly and National Council); members of governing bodies of political parties; members of supreme and constitutional courts and other judicial bodies at a high level against whose decisions, except in exceptional cases, regular or extraordinary remedies cannot be used; members of the courts of auditors and the councils of central banks; heads of diplomatic missions and consulates and representatives of international organisations and senior officers of armed persons; members of administrative or supervisory bodies of state-owned enterprises; heads of bodies of international organisations (such as presidents, secretaries-general, directors, judges), their deputies and members of management bodies or holders of equivalent functions in international organisations.*

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

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

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

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

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

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

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

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

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

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

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

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

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

Any natural person who is the ultimate owner of the party or controls it or otherwise controls it, or the natural person on whose behalf the transaction is being carried out (see also the Prevention of money Laundering and terrorist financing Act (ZPPDFT-2) (Official Gazette RS, Nos. 48/22, 145/22, 17/25 in 56/25) Articles 40, 42 to 44) is considered the beneficial owner of the economic entity.

- A. the natural person(s) who ultimately owns or controls a legal entity through direct ownership of a sufficient percentage of the shares or voting rights or ownership interest in that entity, including through bearer shareholdings, or through control via other means by virtue of which they participate in the management of the economic entity. An ownership interest, voting or other rights on the basis of which the participation in the management of the legal entity is given, of more than 25 % in the customer held by a natural person, or a shareholding of 25 % plus one share, shall be an indication of direct ownership.
- B. the natural person(s) who ultimately owns or controls a legal entity through indirect ownership of a sufficient percentage of the shares or voting rights or ownership interest in that entity, including through bearer shareholdings, or through control via other means by virtue of which they participate in the management of the economic entity. An ownership interest, voting or other rights on the basis of which the participation in the management of the legal entity is given, of more than 25 % in the customer held by a natural person, or a shareholding of 25 % plus one share, shall be an indication of indirect ownership.
- C. A natural person (persons) who has a controlling position in the management of the assets of the economic operator or has the ability to control, direct or otherwise significantly influence the managerial decisions of the economic operator on the basis of the provision

of funds ( (e.g., based on authorization, a contractual relationship with the tenderer, etc.).

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

☐ YES ☐ NO

If you have ticked "YES", meaning that at least one natural person has been identified as a beneficial owner under points A, B or C above, please provide all beneficial owners and their details in the tables below under Beneficial Owner 1, Beneficial Owner 2, Beneficial Owner 3, etc.

If you have ticked "NO", the persons holding senior management positions referred to in point 2 of this form shall be deemed to be the beneficial owners.

#### Beneficial owner 1

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

#### Beneficial owner 2

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

#### Beneficial owner 3

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

### 6. Related companies of the economic operator

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

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

|   | Company name | Registration number | Registered office |
|---|--------------|---------------------|-------------------|
| 1 |              |                     |                   |
| 2 |              |                     |                   |
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| 5 |              |                     |                   |

## 7. Information on the processing of personal data

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

The personal data collected will not be disclosed to unauthorised third parties and will be stored in the prescribed places, using appropriate technical, organisational and personnel safeguards, for as long as is necessary to fulfil the purpose for which it was collected and to comply with the prescribed archiving periods, after which it will be permanently destroyed.

Luka Koper, d.d. will provide the persons whose personal data are processed with the possibility to exercise their rights relating to the protection of personal data (right to information, right of access to personal data, right to the completion, rectification or erasure of personal data, right to restriction of processing, right to data portability and right to object) in writing to Luka Koper, d.d., Vojkovo nabrežje 38, 6501 Koper, with the reference 'Protection of personal data' or by e-mail [varstvo.podatkov@luka-kp.si](mailto:varstvo.podatkov@luka-kp.si).

## 8. Statement on accuracy of the information

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

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

|                              |  |
|------------------------------|--|
| Name and surname:            |  |
| Position/acting in the role: |  |
| Signature:                   |  |
| Date:                        |  |

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

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

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

1. Does the company have a formally adopted policy for the prevention of corruption with an explicit statement of zero tolerance to corrupt practices?

☐ YES ☐ NO

2. Does the company have a publicly available code of conduct to ensure ethical business?

☐ YES ☐ NO

Describe the path to the publication of the Code or url address: \_\_\_\_\_

3. Has the company established a corruption risk management system that includes clearly and meaningfully defined safeguards to prevent corruption in all activities controlled by the company?

- a. Is the company conducting a regular corruption risk assessment?

☐ YES ☐ NO

- b. Does the company carry out due diligence procedures on business partners?

☐ YES ☐ NO

- c. Does the company have policies and working instructions for implementing internal controls and safeguards in business processes that are assessed with more than a low inherent risk of corruption, including procurement, sales and areas of special interest such as sponsorships, donations, gifts and banquets?

☐ YES ☐ NO

- d. Do employees receive adequate training on the system for corruption risk management, the expectations of the company regarding the due diligence of all employees and the sanctioning procedures in case of violations?

☐ YES ☐ NO

- e. Are there confidential whistleblowing channels that allow employees to report irregularities?

☐ YES ☐ NO

- f. Other measures to ensure corporate integrity (please provide a brief description of other measures):  
\_\_\_\_\_

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

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

## SUBCONTRACTOR'S REQUEST FOR DIRECT PAYMENT

**SUBCONTRACTOR:**

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

On the basis of the fourth indent of the second paragraph of Article 94 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15 with amendments), we require that the contracting authority Luka Koper, d.d., for the public contract, JN 40/2026 instead of the tenderer \_\_\_\_\_ /enter the name of the provider/ settle our claims against the tenderer directly with us.

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

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

Stamp

Subcontractor (Signatory)

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

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