# III FORMS

**QUOTE SUMMARY (FORM 1)**

|  |  |
| --- | --- |
| Tenderer  |  |
|  |
|  |
| Subject of the public contract |  |
| Tender quote No. |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Subject of the contract** | **Quantity**  | **Price in EUR (VAT excl.)** | **Price in EUR (VAT incl.)** |
| Free-fall lifeboat | 1 piece |  |  |
| Davit | 1 piece |  |  |
| Totally enclosed lifeboat | 1 piece |  |  |
| Hydraulic davit | 1 piece |  |  |
| Fast rescue boat | 1 piece |  |  |
| Lift | 1 piece |  |  |
| **TOTAL TENDER PRICE** |  |  |

The tender price includes all costs, as required by the procurement documents. The tenderer shall enter the tender price for the implementation of the entire public contract.

**NOTE: The quote may be submitted in the e-JN system in pdf format only and will be publicly available.**

|  |  |  |
| --- | --- | --- |
| Place:      Date:       | Stamp | Signed by:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |

**TENDER (FORM 2)**

The tender is submitted for the public contract **“The supply of life-saving appliances for training FPP and GEPŠ students to perform rescue at sea”**

(please mark with an X):

[ ]  Single tender

[ ]  Tender with subcontractors

[ ]  Joint tender

* 1. ***Basic information on the tenderer***

|  |  |
| --- | --- |
| Full name of the tenderer: |       |
| Address: |       |
| Company registration No.: |       |
| VAT ID No.: |       |
| Tel.: |       |
| Email: |       |
| SME[[1]](#footnote-1) | YES NO |

* 1. ***Tender with subcontractors***

|  |  |
| --- | --- |
| The public contract will be performed in collaboration with the following subcontractors: |                 |
| Subcontractor’s address: |       |
| Company registration No.: |       |
| VAT ID No.: |       |
| SME | YES NO |
| Bank account No.: |  |
| Tel.: |       |
| Email: |       |
| The part of the public contract that will be performed by the subcontractor (abbreviated name of the subcontractor, subject, volume and share in %, value, place and deadline of implementation): |            |

I, the subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ specified in the tender request / do not request (circle accordingly) direct payment to the bank account No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the services provided under the public contract. *(If there are several subcontractors, this paragraph shall be copied the relevant number of times).*

I, the tenderer, authorise / do not authorise (circle accordingly) the contracting authority to make direct payments to subcontractors based on a confirmed invoice.

* 1. ***Joint tender***

|  |  |
| --- | --- |
| The following tenderers submit a tender for the public contract together (a joint tender): |  |
| SME |  YES NO YES NO YES NO |

Until issuing the contract-award decision, the contracting authority shall address all documents (please mark with an X):

A ☐ To one tenderer from the joint tender, specifically:       (please provide the tenderer’s name and address);

B ☐ To all tenderers participating in the joint tender.

* 1. ***The bank where the tenderer has its bank account*** *(purpose: payment of services)*

|  |  |  |
| --- | --- | --- |
| No.  | Bank name and address | Bank account No.: |
| 1. |       |       |

* 1. ***Contract administrator on the part of the tenderer***

|  |  |
| --- | --- |
| Contract administrator on the part of the tenderer: |       |
| Landline No.: |       |
| Mobile No.: |       |
| Email: |       |

* 1. ***Contact person for reporting defects on the vessel and equipment during the warranty period***

|  |  |
| --- | --- |
| Contact person: |       |
| Landline No.: |       |
| Mobile No.: |       |
| Email: |       |

* 1. ***Person authorised to sign the contract***

|  |  |
| --- | --- |
| 1. |       |

* 1. ***Quote***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Subject of the contract** | **Quantity**  | **Name of the product offered (name of goods, manufacturer)** | **Price in EUR (VAT excl.)** | **Price in EUR (VAT incl.)** |
| Free-fall lifeboat | 1 piece |  |  |  |
| Davit | 1 piece |  |  |  |
| Totally enclosed lifeboat | 1 piece |  |  |  |
| Hydraulic davit | 1 piece |  |  |  |
| Fast rescue boat | 1 piece |  |  |  |
| Lift | 1 piece |  |  |  |
|  | **TOTAL TENDER PRICE** |  |  |

* 1. **Servicing**

Approved EU service providers within 400 km of the contracting authority’s seat:

|  |
| --- |
| Engines, transmissions, generators, navigation equipment (at least two approved service providers) |
| Approved service provider | Registered office | Contact information |
|  |  |  |
|  |  |  |

|  |
| --- |
| Heating and cooling devices, thrusters and lifts (at least one approved service provider) |
| Approved service provider | Registered office | Contact information |
|  |  |  |

* 1. **Official dealer**

I, the tenderer / subcontractor / joint tenderer, hereby declare under criminal and material liability that I am an official dealer of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of vessel manufacturer) for the vessel offered.

* 1. ***Warranty***

The seller provides a warranty of \_\_\_\_\_\_\_ (at least 18) months. During the warranty period, the warranty shall cover all the characteristics specified in the technical requirements. In addition, during the warranty period the tenderer shall ensure that the goods delivered are functioning flawlessly and remedy any consequences of malfunctioning. Tenderers shall submit the warranty statement by the equipment’s manufacturer if they do not manufacture the equipment themselves.

We hereby declare that:

* The services offered fully comply with the technical specifications defined in the procurement documents;
* The tenderer, together with subcontractors, meets the formal, economic, financial and technical conditions, has the appropriate authorisations, professional and technical capacities, financial resources, equipment and other tools, experience, reputation and employees with the requisite experience and technical expertise to implement the subject of this public contract in accordance with the requirements thereof, and has a system of detecting, monitoring and eliminating errors that enable it to carry out the tendered works in a timely and professional manner and to the required quality;
* We will, if selected, perform the public contract in a diligent and high-quality manner according to the rules of the profession and the applicable regulations, technical instructions, recommendations and norms;
* We will send a report on the performance of the public contract to the contracting authority at its request;
* While preparing the tender, we reviewed the entire public procurement documentation and agree with it; we also fully agree and accept the contracting authority’s conditions and other requirements as stated in this documentation, with no reservations whatsoever;
* We have been fully apprised of the scope and complexity of the public contract and are capable of performing it in full and by the deadline set by the contracting authority;
* We will make no claims whatsoever for compensation against the contracting authority if we are not selected to perform the public contract;
* We have provided only true and authentic declarations.

|  |  |  |
| --- | --- | --- |
| Place:      Date:       | Stamp | Signed by:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |

*This form is signed by authorised representatives of all the tenderers that have submitted a joint tender and by all subcontractors.*

**AUTHORISATION TO OBTAIN A CRIMINAL RECORD CERTIFICATE FOR LEGAL ENTITIES, I.E. TENDERERS (FORM 2A)**

I, the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of authoriser) hereby authorise the University of Ljubljana to obtain a criminal record certificate from the Ministry of Justice of the Republic of Slovenia, in the public procurement procedure for the “**Supply of life-saving appliances for training FPP and GEPŠ students to perform rescue at sea”**, in order to verify fulfilment of the condition of basic capacity.

|  |  |
| --- | --- |
| Information on the legal entity: |  |
| Full name of the company: |  |
| Registered office: |  |
| Municipality of registered office: |  |
| Companies register entry No.: |  |
| Company registration No.: |  |

|  |  |  |
| --- | --- | --- |
| Place:      Date:       | Stamp | Signed by:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |

*For a joint tender or tender with subcontractors, each tenderer/subcontractor shall sign this form and confirm it with a stamp.*

**AUTHORISATION TO OBTAIN A CRIMINAL RECORD CERTIFICATE FOR NATURAL PERSONS, as laid down in Article 75 of the ZJN-3 (Form 2b)**

I, the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of authoriser) hereby authorise the University of Ljubljana to obtain a criminal record certificate from the Ministry of Justice of the Republic of Slovenia, in the public procurement procedure for the “**Supply of life-saving appliances for training FPP and GEPŠ students to perform rescue at sea”**, in order to verify fulfilment of the condition of basic capacity.

My personal details are as follows:

|  |  |
| --- | --- |
| SLOVENIAN ID NO. (EMŠO): |  |
| DATE OF BIRTH: |  |
| PLACE OF BIRTH: |  |
| MUNICIPALITY OF BIRTH: |  |
| COUNTRY OF BIRTH: |  |
|  |  |
| PERMANENT/TEMPORARY RESIDENCE: |  |
| (Street and house number) |  |
| (Postcode and location) |  |
| NATIONALITY: |  |
| PREVIOUS SURNAME: |  |

|  |  |  |
| --- | --- | --- |
| Place:      Date:       | Stamp | Signed by:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |

*This form shall be completed by all persons who serve as members of the management, executive or supervisory body of the economic operator (including all joint tenderers and subcontractors) or who have powers of representation, decision or supervision therein.*

**LIST OF REFERENCES (FORM 3)**

**TENDERER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Reference contracting authority** | **Subject supplied – vessel model** | **Date of supply** | **Value of goods supplied** | **Reference contracting authority’s contact person** |
| 1. |  |  |  |  |  |
| 2. |  |  |  |  |  |
| 3. |  |  |  |  |  |

We hereby declare that the tenderer’s references provided fully comply with the contracting authority’s requirements presented under Point 4.7.4.1 of the procurement documents for the **“Supply of life-saving appliances for training FPP and GEPŠ students to perform rescue at sea”**.

At the contracting authority’s request, the tenderer shall enclose with this form **certificates from reference contracting authorities** **(Form 3a)** for each individual reference project listed in the form; **failing this, the references shall not be recognised**. A contracting authority that confirms a reference certificate for the works performed shall be a third legal entity. This means that the tenderer cannot confirm the certificate for itself or a contractor with whom it is participating in the tender; **otherwise, the references shall not be recognised.** The contracting authority reserves the right to request from an individual economic operator at any time during the tender-checking procedure that it submit to it for inspection contracts or other documents that provide unequivocal proof that the references are authentic.

|  |  |  |
| --- | --- | --- |
| Place:      Date:       | Stamp | Signed by:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |

**CERTIFICATE FROM A REFERENCE CONTRACTING AUTHORITY**

 **(FORM 3a)**

Under criminal and material liability, we hereby declare that the information on the reference projects presented below is true.

|  |
| --- |
| Supply reference  |
| 1 | Contracting authority |  |
| Contractor |  |
| Subject supplied – vessel model |  |
| Date of supply |  |
| Value of goods supplied |  |
| Reference contracting authority’s contact person |  |

We hereby certify that, based on our order, the above-stated contractor supplied the goods in accordance with the contract signed and by the deadline, in the quantity and at the price specified in their tender.

|  |  |  |
| --- | --- | --- |
| Place:      Date:       | Stamp | Signed by:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |

***Note:***

*A contracting authority that confirms a reference certificate for the works performed shall be a third (legal) entity. This means that the tenderer cannot confirm the certificate for itself or a contractor with whom it is participating in the tender.*

*Please photocopy this form as required.*

**SAMPLE CONTRACT (FORM 5)**

**Contracting authority:**

Tax number:

Company registration No:

Representative:

and

**Seller:**

Address

Tax number:

Company registration number:

Representative:

Bank account No.:

hereby conclude the following

**CONTRACT No. \_\_\_\_\_\_\_\_\_\_\_\_\_**

**for**

1. **PRELIMINARY PROVISIONS**
	1. Article 1

The contracting parties hereby establish that:

* The seller has been selected as the most advantageous tenderer based on the open procedure implemented pursuant to Article 40 of the Public Procurement Act (*Official Gazette of the Republic of Slovenia*, No. 14/18, hereinafter: ZJN-3) published on the public procurement portal under No.       as of      and public contract award decision No.       as of      ;
* The seller ensures to the contracting authority that it performs all the activities required to fulfil the obligations assumed under this contract and that it meets all conditions set out in valid regulations and the contracting authority’s instructions for performing the activities in question and for fulfilling the assumed obligations;
* The contracting parties conclude this contract to define the conditions and mutual obligations in connection with the supply of goods that are the subject of the public contract;
* The annexes to the contract form an integral part thereof.
1. **SUBJECT OF THE CONTRACT**
	1. Article 2

The subject of this contract is the supply of life-saving appliances for training FPP and GEPŠ students to perform rescue at sea, based on tender quote No. \_\_\_\_\_\_ as of\_\_\_\_\_\_\_ (hereinafter: the tender quote), which is annexed to this contract and forms an integral part thereof and was submitted as part of the tender for the public contract in question.

The vessels must be furnished with equipment appropriate for the relevant navigation zone (Rules on Boats and Floating Devices, *Official Gazette of the Republic of Slovenia*, Nos. 25/08, 3/10 and 6/18; Rules on Marine Equipment, *Official Gazette of the Republic of Slovenia*, No. 1/17). In addition, they must have the CE label and their equipment must carry the wheel mark.

The vessels must comply with the requirements of the SOLAS Convention, the LSA Code, Resolutions MSC 274 (85) and MSC 272 (85) with amendments introduced by Commission Directive 2008/67/EC, and the STCW Convention and Code and must be furnished with the appertaining life-saving appliances.

Davits must comply with the requirements of the SOLAS Convention, IMO, LSA Code, Resolutions MSC 274 (85) and MSC 272 (85), and the STCW Convention and Code.

Vessels must be certified in accordance with Directive 2014/90/EU on marine equipment (MED).

The seller guarantees that the vessels supplied are new and fully comply with the requirements from the technical specifications provided in procurement documents No. 401-5/2018 that are annexed to this contract and form an integral part thereof.

The seller shall provide training on how to operate the vessels in accordance with Article 7 of this contract and also perform a sea trial before the handover in accordance with Article 8 of this contract.

1. **CONTRACT PRICE AND PAYMENT TERMS**
	1. Article 3

The total contract price is EUR \_\_\_\_\_\_\_\_\_\_ excluding VAT or EUR \_\_\_\_\_\_\_\_\_\_ including VAT.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Subject of the contract** | **Quantity**  | **Name of the product offered (name of goods, manufacturer)** | **Price in EUR (VAT excl.)** | **Price in EUR (VAT incl.)** |
| Free-fall lifeboat | 1 piece |  |  |  |
| Davit | 1 piece |  |  |  |
| Totally enclosed lifeboat | 1 piece |  |  |  |
| Hydraulic davit | 1 piece |  |  |  |
| Fast rescue boat | 1 piece |  |  |  |
| Lift | 1 piece |  |  |  |
|  | **TOTAL TENDER PRICE** |  |  |

* 1. Article 4

The seller shall issue an invoice for the goods supplied affter the goods are handed over.

The contracting authority shall pay the invoice, which shall be approved in advance by the contracting authority’s administrator of this contract, within thirty (30) days of the official receipt of the invoice, to the contractor’s bank account No.     .

If the contracting authority is late with payment, the contractor may charge statutory default interest in accordance with the applicable regulations.

1. **SUPPLY DEADLINE AND OBLIGATIONS OF THE CONTRACTING PARTIES**
	1. Article 5

The deadline for supplying the goods is 5 months from signing the contract.

If the seller fails to supply the vessels within 15 days of the expiry of the above deadline, the contracting authority reserves the right to withdraw from the contract and file a claim for damages.

* 1. Article 6

Upon supply, the vessels shall be furnished with equipment that complies with the technical specifications in the procurement documents annexed to this contract.

Upon supply, the vessels shall be furnished with mandatory equipment as required by Slovenian law.

* 1. Article 7

The seller shall provide a one-day training aboard the vessels on how to operate the vessel and use the onboard devices.

The training shall also include information on the basic maintenance of the vessel and its equipment. The training shall be provided before the vessel supply deadline. A record of the training shall be drawn up.

The costs incurred during the training shall be covered by the seller, except for the costs of the contracting authority employees’ travel to and from the training site, which shall be covered by the contracting authority.

* 1. Article 8

Before the contracting authority takes over the vessels that are the subject of this contract, the seller shall prepare them for navigation and conduct a sea trial comprising a trial in a loaded and unloaded condition. During the trial, the operation of the engines, the electrical system, and all devices and appliances and the navigation characteristics of the vessels will be tested.

Detailed description of the trial:

The representatives of the seller and contracting authority shall schedule a sea trial by email at least 15 working days before the contractual supply deadline and handover. The sea trial shall be conducted before the vessel supply deadline.

The sea trial shall comprise viewing and testing the installed and additional equipment and a test in the Bay of Koper; the remaining goods shall be tested at the UL FPP seat.

The costs incurred during the sea trial shall be covered by the seller.

A record shall be drawn up on the tests conducted and signed by the seller’s and contracting authority’s representatives. The record on the tests conducted shall contain information on whether the seller has supplied goods in accordance with this contract and whether the goods have all the characteristics and capacities described in the technical specifications and the contract's provisions, list any defects and deficiencies found in the goods, set a deadline for rectifying them no longer than 15 days, and specify any stages in the trial that have not been performed due to objective reasons (which need to be listed).

If the defects and deficiencies established during the sea trial cannot be rectified within the set deadline, which must not be longer than 15 days, the buyer may withdraw from the contract and request compensation for damages.

* 1. Article 9

The seller shall notify the contracting authority of the supply date at least five working days before the supply by email at: \_\_\_\_\_\_\_\_\_\_\_\_\_.

Before the vessels are taken over, the seller shall deliver the following to the contracting authority:

* Certificates of compliance,
* Warranties in Slovenian,
* Other documentation in Slovenian,
* Instructions for the use of vehicles and equipment,
* A warranty booklet,
* A maintenance service booklet,
* A list of approved service providers.

A handover record shall be drawn up and signed by the representatives of both contracting parties, whereby the handover of the vessels shall be deemed complete. A record on the conducted training on how to operate the vessels, a record on the conducted test of the goods, and the documentation under the second paragraphs of this article shall form an integral part of this record.

In the event that deviations in terms of the quantity or quality of the subject of the contract are identified in the handover record, the seller shall eliminate the deviations free of charge within 8 (eights) days of the handover record date.

If the seller fails to eliminate the deviations within the deadline specified in the previous paragraph, it shall supply a new vessel that shall be of at least the same quality as the one replaced and shall comply with the technical specification for the subject of the public contract, otherwise the contracting authority may reduce the contract value or withdraw from the contract. In any case, the seller shall reimburse the contracting authority for the damage caused.

Upon handing over the vessels, the following must be supplied:

* Instructions for using the devices installed onboard and short explanations regarding their use in the form of stickers attached in visible places next to individual devices;
* A set of vessel construction and engine assembly plans and owner’s and maintenance manuals;
* Piping, wiring and antenna diagrams and diagrams showing connections between the navigation devices.
1. **SUBCONTRACTORS** – if included
	1. Article 10

In addition to the contractor, the following subcontractors shall participate in the implementation of the contract:       (please list all subcontractors, their contact information and legal representatives).

An individual subcontractor shall perform       (subject, quantity, value, location and deadline of the works performed).

A contractor who implements a public contract with one or more subcontractors shall have contracts concluded with subcontractors when concluding a contract with the contracting authority or during the implementation thereof. A subcontractor shall send the contracting authority a copy of the contract it has signed with the contractor within five days of the conclusion of this contract.

**If the subcontractor requests direct payment:**

I, the contractor, hereby authorise the contracting authority to make direct payments to the subcontractor based on an invoice or statement approved by the contractor. In conjunction with signing the contract, the subcontractor shall provide a letter of consent based on which the contracting authority shall settle the subcontractor’s claims against the tenderer. The contractor shall enclose with its invoice or statement an invoice or statement issued by the subcontractor that it has previously approved.

**If the subcontractor does not request direct payment:**

The contractor shall, within 60 (sixty) days of the payment of the final invoice or statement, send the contracting authority its own written declaration and a written declaration from the subcontractor indicating that the subcontractor has received payment for the public contract services provided.

During the implementation of the public contract, the contractor shall notify the contracting authority of any changes to information and send that information with the accompanying evidence regarding new subcontractors that it intends to include subsequently in the implementation of the public contract within five days of the change.

1. **CONTRACTUAL PENALTY**
	1. Article 11

If the seller fails to fulfil its contractual obligations within the deadline or to the quality required, the contracting authority may charge the contractor a contractual penalty in the amount of 5% of the value of an individual order for each day of delay. The right to charge a contractual penalty is not conditional on damage being incurred by the contracting authority. The contracting authority shall file a damage claim within the framework of the seller’s liability for damages.

If during the implementation of the contract, the contracting authority charges the contractor a contractual penalty, the contracting authority shall deem this contractual penalty to be a serious professional error on the part of the contractor and hence a proven negative experience with the provider.

If the contractor fails to meet the contractual deadlines, the contracting authority shall have the right to:

* Demand the contractor fulfil its obligations within a subsequently set reasonable deadline;
* Demand compensation for the delay caused;
* Withdraw from the contract, outsource the works to a different subcontractor and charge any price difference to the former contractor, and claim the reimbursement of all costs and damages;

Charge a contractual penalty and damages under this contract for each day of delay if the new contractor is not able to complete the assumed works within the deadline specified in this contract.

1. **WARRANTY AND SERVICING**
	1. Article 12

The seller provides a warranty of \_\_\_\_\_\_\_ (at least 18) months on the vessel, engine, installed devices and other equipment offered.

During the warranty period, the warranty shall cover all the characteristics specified in the technical requirements. In addition, during the warranty period the tenderer shall ensure that the goods delivered are functioning flawlessly and remedy any consequences of malfunctioning. Tenderers shall submit the warranty statement by the equipment’s manufacturer if they do not manufacture the equipment themselves. If upon submitting their tenders, the tenderers offer a longer warranty, this warranty shall apply to all the goods offered.

The warranty shall begin on the day the handover record is signed. If defects are identified in the record upon delivery, the warranty shall begin on the day that the defect is rectified. If the defect cannot be rectified, the warranty shall begin on the day the new goods are delivered and put on record.

* 1. Article 13

During the warranty period, the tenderer shall provide free servicing of vessels, engines and equipment and devices installed onboard at approved EU service providers within 400 km of the contracting authority’s seat. Servicing shall be provided for the following:

* Engines, transmissions, generators and navigation equipment (at least two approved service providers);
* Heating and cooling devices, thrusters, and lifts (at least one approved service provider).

The approved service provider shall be informed where it should collect the items to be serviced.

The approved service provider shall take the vessel to its workshop and, after completing its services, return it to the user’s representative at the same location or at the workshop (the vessel must be returned to the same location it was collected at), this during the workshop’s business hours.

All costs (of spare parts, labour, travel, sending devices to be serviced abroad, transport, etc.) incurred while servicing the vessels, engines, devices and equipment installed onboard the vessel and other goods during the warranty period shall be covered by the seller.

The seller shall provide the spare parts for the vessels, engines and devices and equipment installed onboard from warehouses, which must be available every working day.

If a defect cannot be rectified within the statutory deadline specified in the Slovenian Consumer Protection Act, the seller shall replace, free of charge, the defective vessel or onboard equipment with a vessel or equipment of at least the same quality to be used during the repair. If the same defect occurs on the vessel or the same equipment twice, the contracting authority may request it to be replaced with a new equivalent vessel or equipment, otherwise it may reduce the contract value or withdraw from the contract. In both cases the seller shall reimburse the contracting authority for the damage caused.

The deadline for rectifying defects starts on the day the defect is reported.

The contracting authority shall report any defects on the vessel, engines and devices and equipment installed onboard during the warranty period to the following seller’s email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **FORCE MAJEURE**
	1. Article 14

Force majeure shall be deemed to be any unforeseen and unexpected event that occurs independently of the will of the contracting parties, that the contracting parties could not have foreseen when the contract was concluded, and that in any way affects the performance of contractual obligations.

The contracting party affected by the occurrence of a force majeure event shall notify the other contracting party of the occurrence or cessation of such an event as soon as possible, but within two business days from the occurrence thereof, and provide credible evidence regarding the existence and duration of the force majeure event. Neither of the contracting parties shall be responsible for the non-fulfilment of any of their obligations for reasons that are beyond their control.

1. **TRADE SECRETS AND DATA PROTECTION**
	1. Article 15

The contracting parties shall be bound to keep as confidential and protect permanently personal data and trade secrets that they obtain or learn about during the fulfilment of contractual obligations, whereby such data may not be used for their own gain or for commercial purposes, and may not be communicated to third persons without the knowledge and consent of the contracting authority. The data protection requirement shall apply during and after the implementation of this contract.

The seller shall inform its staff that in the course of their work they may come into contact with confidential information that constitutes a trade secret and they must handle this information with the utmost care.

If the provisions on the protection of trade secrets are violated, the seller shall be liable to the contracting authority for any direct or indirect damage caused. Any abuse of information shall constitute criminal liability on the part of the perpetrators.

1. **AMENDMENTS TO AND TERMINATION OF THE CONTRACT**
	1. Article 16

This contract may be amended or supplemented by means of a written annex adopted and signed by both contracting parties. Should any of the contractual provisions be or become void, this shall not affect the remaining contractual provisions. The void provision shall be replaced by a valid provision that corresponds to the greatest extent possible to the purpose intended by the void provision.

* 1. Article 17

Irrespective of the provisions of the law of obligations, the contracting authority may withdraw from this contract under the following circumstances:

* The public contract has been substantially changed, requiring a new procurement procedure;
* At the time the public contract was awarded, the contractor was in one of the positions due to which the contracting authority should have excluded it from the public procurement procedure, but the contracting authority was not made aware of this fact during the public procurement procedure;
* Owing to serious breaches of the obligations set out in the Treaty on European Union, the Treaty on the Functioning of the European Union and the ZJN-3 (*Official Gazette of the Republic of Slovenia*, No. 91/15; hereinafter: the ZJN-3), which were identified by the Court of Justice of the European Union in accordance with Article 258 of the Treaty on the Functioning of the European Union, the public contract should not have been awarded to the contractor.

Either of the contracting parties may withdraw from the contract without notice due to violations of contractual obligations by the other party if the violations do not cease following a written warning. In this case the contract shall be terminated upon serving the notice of withdrawal.

In the event of a delay on the part of the contractor which would cause damage to the contracting authority or would render implementation meaningless, the contracting authority may order the goods from another entity, with the costs of this being borne by the seller, or may demand compensation for the damage caused.

This contract shall be terminated on the day the contracting authority is informed that a competent national authority or court finds, by way of a final decision, that labour, environmental or social legislation has been violated by the contractor or its subcontractor.

This contract shall be null and void if anyone promises, offers or gives an illicit benefit to a representative or agent of an authority or organisation in the public sector on behalf of or for the account of the other contracting party in order to:

* Win a deal,
* Win a deal under more favourable terms,
* Omit due supervision of the implementation of contractual obligations,
* Carry out other acts or omissions that cause damage to the authority or public sector organisation or that allow the acquisition of an illicit benefit by a representative or agent of the authority or public sector organisation or by the other contracting party or its representative or agent.

If the contract has not yet entered into force, it shall be deemed not to have been concluded.

1. **WARRANTY BOND**

The contractor shall submit a warranty bond in the required form (i.e. according to the sample or instructions provided in the procurement documents) to the contracting authority in the amount of 5% of the contract value including VAT, after having supplied the goods and before signing the handover record at the latest. The warranty bond shall be valid for another 10 days after the expiry of warranty offered in the tender. The contracting authority may redeem the warranty bond under the following terms and conditions:

* If the contractor fails to rectify the defects while fulfilling its warranty obligations.
* If it is shown that the warranty obligations are not being fulfilled in accordance with the contract, the requirements in the procurement documents or the contracting authority’s instructions.

If the contractor fails to deliver the warranty bond referred to in the first paragraph of this Article to the contracting Authority, the contracting Authority shall be entitled to withhold ten percent (5%) of the contract value for the duration of the warranty bond referred to in this Article. The delayed payment is not remunerated.

1. **FINAL PROVISIONS**
	1. Article 18

The contract administrator on the part of the contracting authority is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The technical contract administrator on the part of the contracting authority, who shall oversee the expert-technical portion of implementation of the subject of the contract, is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The contract administrator on the part of the seller is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Contact person for reporting defects on the vessel and equipment during the warranty period is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Written notification from one party to the other shall suffice to change the contact information and the contract administrator.

For issues not regulated by this contract, the contracting authority’s procurement documents, the contractor’s tender on the basis of which it was selected andthe provisions of the current regulations shall apply mutatis mutandis.

When in doubt regarding the content of this contract, the contracting parties agree that the Slovenian version of the contract shall prevail.

The contracting parties shall strive to resolve any disputes amicably. If this is not possible, any dispute shall be settled before the court with subject-matter jurisdiction in Ljubljana.

This contract is drawn up and signed in two identical copies, of which each contracting party receives one.

|  |  |
| --- | --- |
| Place and date \_\_\_\_\_\_\_\_\_\_\_ | Ljubljana, \_\_\_\_\_\_\_\_\_\_\_\_ |
| **SELLER:** | **CONTRACTING AUTHORITY:** |
|  | **UNIVERSITY OF LJUBLJANA** |
|  | **UL FPP** dekanja Elen Twrdy |
|  |  |

Annexes that form an integral part of this contract:

• Quote No.

Annexes that form an integral part of this contract (kept in the contracting authority’s archive):

• Procurement documents

Annexes to be completed by the contractor and enclosed with the signed contract:

• Declaration of participation of natural persons and legal entities in the tenderer’s ownership structure (Form 5)

*The tenderer shall complete and initial every page of the sample contract, confirming that it agrees with the content thereof.*

**SAMPLE WARRANTY BOND (FORM 6)**

*Header with details on the guarantor (insurance company/bank) or SWIFT code*

For:       *(enter name of beneficiary, i.e. contracting authority under the public procurement procedure)*

Date:       *(enter the date of issue)*

**TYPE**:       *(enter type of bond: suretyship / bank guarantee)*

**REFERENCE NO:**       *(enter bond reference number)*

**GUARANTOR:**       *(enter name and address of insurer/bank at place of issue)*

**ORDERING PARTY:**       *(enter name and address of the party ordering the bond, i.e. the tenderer selected in the public procurement procedure)*

**BENEFICIARY:**      *(enter name of contracting authority under public procurement procedure)*

**UNDERLYING TRANSACTION:** obligation of the party ordering the bond to rectify defects during the warranty period deriving from contract No. of       *(enter public contract*), the subject of which is       (*enter the subject of the public contract*).

**AMOUNT IN EUR:**       *(enter the maximum amount in figures and words)*

**DOCUMENTS THAT MUST BE ENCLOSED (IN ADDITION TO THE DECLARATION) WITH DEMAND FOR PAYMENT AND THAT ARE EXPRESSLY REQUIRED IN THE TEXT BELOW:**       *(none)*

**LANGUAGE OF THE REQUIRED DOCUMENTS:** Slovenian

**FORM OF PRESENTATION:** in electronic form via the SWIFT system to the following address:       *(enter the guarantor’s SWIFT address)*

**PLACE OF PRESENTATION:**       *(guarantor enters an electronic address, such as its SWIFT address)*

**EXPIRATION DATE:** DD. MM. YYY *(enter the bond’s expiration date)*

**PARTY LIABLE FOR THE PAYMENT OF ANY COSTS:**       *(enter the name of the party ordering the bond, i.e. the tenderer selected in the public procurement procedure)*

As a guarantor, we hereby irrevocably undertake to pay the beneficiary any amount up to the bond amount upon the beneficiary’s presentation of its payment demand, in the form of presentation indicated above, signed by the authorised signatory or signatories, supported by other documents as may be listed above and, in any event, together with the beneficiary’s declaration, which is either included in the payment demand itself or in a separate signed document accompanying or referring to such demand, and in which it is stated how the party ordering the bond failed to fulfil its contractual obligations concerning the rectification of defects during the warranty period in accordance with the provisions of the underlying transaction.

Any demand for payment under this bond shall be received by us on or before the date of maturity of the bond at the place of submission stated above.

Any disputes in connection with this bond shall be resolved before the court with subject-matter jurisdiction in Ljubljana according to Slovenian law.

This bond is subject to the Uniform Rules for Demand Guarantees (URDG, 2010 revision, ICC Publication No. 758.)

**Declaration of participation of natural persons and legal entities in the tenderer’s ownership structure (Form 7)**

**Tenderer’s details** (legal entity, sole trader, society or other legal entity participating in the public procurement procedure):

|  |  |
| --- | --- |
| Name |  |
| Address / registered office |  |
| All legal representatives  |  |
| Registration number  |  |
| VAT ID No. |  |

**Tenderer’s ownership structure:**

* 1. **Information on the participation of natural persons in the tenderer’s ownership structure**

|  |  |
| --- | --- |
| Full name of natural person |  |
| Permanent residence |  |
| Participating interest |  |

(continue list as required)

* 1. **Information on the participation of legal entities in the tenderer’s ownership structure**

|  |  |
| --- | --- |
| Name of legal entity |  |
| Registered office |  |
| Participating interest |  |
| Registration number  |  |
| VAT ID No. |  |

(continue list as required)

* 1. **Information on companies regarded as tenderer’s affiliates under the provisions of the Slovenian Companies Act**

|  |  |
| --- | --- |
| Name of legal entity |  |
| Registered office |  |
| Type of affiliation / participating interest |  |
| Registration number  |  |
| VAT ID No. |  |

(continue list as required)

I hereby declare that I, as a natural person participating in the tenderer’s ownership structure, have provided information about:

* Any natural persons who directly or indirectly hold more than a 5% stake in shares or participate with more than a 5% stake in the founder’s rights, the management or equity of the legal entity or have a controlling position in the management of the legal entity’s assets;
* Any natural persons who provide assets to the legal entity indirectly based on which they have the ability to exercise control, direct or otherwise significantly influence the decisions of the management board or any other management body of the legal entity with regard to financing and business operations.

By signing this declaration, I guarantee that the entire ownership structure contains no other natural persons or legal entities or economic operators regarded as affiliates according to the Slovenian Companies Act.

By signing this declaration, I guarantee that the information is accurate and true, and I am aware that the contract shall be null and void if a false declaration or false information is submitted. I hereby undertake to inform the contracting authority of any changes to the information submitted.

|  |  |  |
| --- | --- | --- |
| Place:      Date:       | Stamp | Signed by:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |

*The declaration of participation of natural persons and legal entities in the tenderer’s ownership structure shall only be submitted by the selected tenderer upon signing the contract.*

1. The tenderer indicates whether it is a micro, small or medium-sized enterprise in accordance with Commission Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (SMEs), which defines SMEs as enterprises that employ fewer than 250 workers and have an annual turnover not exceeding EUR 50 million and/or an annual balance sheet total not exceeding EUR 43 million. [↑](#footnote-ref-1)