**DOKUMENTACIJA V ZVEZI Z JAVNIM NAROČILOM**

**DOCUMENTATION REGARDING PUBLIC PROCUREMENT**

**ČHE AVČE – DALJINSKA PODPORA VZDRŽEVANJU ZA VZBUJALNI SISTEM ABB ZA OBDOBJE 2019-2022**

**PSPP AVČE – REMOTE CONTROL FOR MAINTENANCE OF THE AC EXCITATION SYSTEM FOR PERIOD FROM 2019 TO 2022**

Interna številka javnega naročila / Internal No. Of Public Procurement: **JN05/2019**

Nova Gorica, 23. 5. 2019

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# NAVODILO ZA IZDELAVO PONUDBE / INSTRUCTION TO TENDERERS

## Splošno / General

Naročnik Soške elektrarne Nova Gorica d.o.o. vabi k sodelovanju povabljenega ponudnika, da pripravi in predloži ponudbo v skladu s to Dokumentacijo v zvezi z javnim naročilom (v nadaljevanju DJN).

Interna številka tega javnega naročila, določena s strani naročnika, je **JN05/2019.**

Naročnik oddaja to javno naročilo **»ČHE AVČE – DALJINSKA PODPORA VZDRŽEVANJU ZA VZBUJALNI SISTEM ABB ZA OBDOBJE 2019-2022«** na podlagi 46. člena ZJN-3 **po postopku s pogajanji brez predhodne objave**.

Ta navodila vsebujejo zahteve naročnika, ki jih mora povabljeni ponudnik upoštevati pri pripravi ponudbe za predmetno javno naročilo.

The Employer Soške elektrarne Nova Gorica d.o.o. (hereinafter referred to as the Employer) invites the invited Tenderer to prepare and submit the tender on the basis of thisDocumentation regarding public procurement (hereinafter: DPP).

Internal number of this Public Procurement specified by the Employer is **JN05/2019**.

The Employer awards this Public procurement **“PSPP AVČE – REMOTE CONTROL FOR MAINTENANCE OF THE AC EXCITATION SYSTEM FOR PERIOD FROM 2019 TO 2022”** on the basis of the Article 46 of Public Procurement Act (i.e. “Zakon o javnem naročanju”; hereinafter: PPA-3) **by negotiated procedure without prior publication.**

In these Instructions are specific requirements of the Employer, which must be taken into consideration by the Tenderer when preparing a tender for **public procurement.”**.

## Predmet naročila, rok za oddajo ponudbe in veljavnost ponudbe / Public procurement subject, tender deadline and tender validity period

Predmet javnega naročila je **»ČHE AVČE – DALJINSKA PODPORA VZDRŽEVANJU ZA VZBUJALNI SISTEM ABB ZA OBDOBJE 2019-2022«**, kot je to zahtevano v tej DJN.

Podrobnejši opis vrste in obseg naročila je v poglavju Tehnične zahteve te DJN.

Datum in čas za predložitev ponudbe: **30. 5. 2019 do 12:00**.

Ponudba mora biti veljavna najmanj 90 dni od datuma predložitve ponudbe.

The subject of Public procurement is **“PSPP AVČE – REMOTE CONTROL FOR MAINTENANCE OF THE AC EXCITATION SYSTEM FOR PERIOD FROM 2019 TO 2022”**.

Detailed description of the order is specified in Technical requirements in the DPP.

Deadline for submitting the tender: **30. 5. 2019 by 12:00**

The tender must be valid for at least 90 days after the tender submission date.

## Priprava ponudbe / Preparation of tender

Ponudnik mora pri pripravi ponudbe natančno proučiti vsa navodila, pogoje, obrazce, roke, tabele in specifikacije te DJN. Vsi podatki, podani v tej DJN, se smatrajo kot zadovoljivi za pripravo ponudbe.

Ponudnik mora sam priskrbeti vse informacije, ki bi bile lahko še potrebne za pripravo ponudbe. Ponudnik je sam odgovoren za kakršnekoli napake, izpustitve ali nesporazume v zvezi s ponudbo, ne glede na to ali je zahteval obrazložitev ali ne. Naročnik ne sprejme nobene odgovornosti in obveznosti v zvezi s kakršnokoli informacijo, ki je bila podana ustno.

Ponudnik mora predložiti ponudbo za vsa razpisana dela. Ponudnik predloži le eno ponudbo za celotno javno naročilo.

Ponudnik nosi vse stroške, povezane s pripravo in predložitvijo ponudbe ter sodelovanjem na tem razpisu ne glede na izid javnega naročila.

When preparing a tender, the Tenderer must carefully examine all the instructions, conditions, forms, deadlines, tables and specifications of this DPP. All data provided in this DPP is considered satisfactory to prepare the tender.

The Tenderer must provide all the information that may be necessary for the preparation of the tender itself. The Tenderer is solely responsible for any errors, omissions or misunderstandings with regard to the tender, whether or not he has requested an explanation. The Employer will not accept any liability or liability in respect of any information that has been given orally.

The Tenderer must submit an offer for all tendered works. The Tenderer submits only one tender for the entire contract.

The Tenderer shall bear all costs associated with the preparation and submission of tender and participation in this call regardless of the outcome of the Public procurement.

## Pojasnila / Explanations

Ponudnik se za odgovore na vprašanja in pojasnila te DJN obrača na kontaktno osebo naročnika:

|  |  |  |
| --- | --- | --- |
| **Ime in priimek** | **Telefonska številka** | **E - naslov** |
| Primož Bergoč | +386 5 339 6385 ali GSM +386 31 857 906  | primoz.bergoc@seng.si |

For answers on questions and clarifications the Tenderer shall to refer to Employer´s contract person:

|  |  |  |
| --- | --- | --- |
| **Name & surname** | **Telephone No.** | **e- mail** |
| Primož Bergoč | +386 5 339 6385 or GSM+386 31 857 906 | primoz.bergoc@seng.si |

## Jezik v postopku javnega naročila / Language of tender

Na podlagi 36. člena ZJN-3 poteka postopek javnega naročila v slovenskem jeziku. Ponudnik lahko izdela ponudbo v angleškem jeziku.

Ponudnik izdela ponudbo na obrazcih, ki so priloga tega Navodila. Tehnična dokumentacija je lahko predložena v slovenskem ali v angleškem jeziku.

Vsa korespondenca med ponudnikom in naročnikom bo potekala v slovenskem ali angleškem jeziku.

On the basis of Article 36 of PPA-3, the process of public procurement is in the Slovenian language. The tenderer shall make a tender in English language.

Tenderer shall make tender on forms, which are annexed to this Instruction. Technical documentation can be submitted in Slovenian or English language.

All correspondence between the Tenderer and the Employer will be held in Slovenian or English language.

## Zahtevana vsebina ponudbe / The requested content of tender

Ponudba mora vsebovati sledeče dokumente in mora biti urejena v sledečem vrstnem redu:

1. izpolnjen in podpisan obrazec: Ponudba (obr. št. 1),
2. pooblastilo za podpis in parafiranje ponudbe, če je potrebno (obr. št. 2),
3. izpolnjen in podpisan obrazec: Ponudbeni predračun (obr. št. 3),
4. izpolnjen in podpisan obrazec: Izjava/podatki o udeležbi fizičnih in pravnih oseb v lastništvu ponudnika (obr. št. 4),
5. izpolnjen in parafiran vzorec Pogodbe (obr. št. 5),
6. cenik urnih postavk po strokovnih profilih.

Ponudnik v vseh zahtevanih obrazcih izpolni prazna polja in vsebine, ki so predvidene za vnos podatkov s strani ponudnika.

The tender shall contain the following documents:

1. Filled-out and signed form: Tender (Form No. 1),
2. Power of attorney for signing and initialling the tender, if needed (Form No. 2),
3. Filled-out and signed form: Bill of Quantities (Form No. 3),
4. Filled-out and signed form: Statement/Data on participation of natural and legal persons in the ownership of tenderer (Form No. 4),
5. Initialled form of the Contract agreement (Form No. 5),
6. price list of hourly rates for professional profiles.

The tenderer shall fill-out all the required empty fields and areas envisaged to be filled-out by the tenderer in all the requested forms.

## Ponudbena cena in ponudbeni predračun / Tender Price and Bill of Quantities

Ponudbeni predračun se izdela na obrazcu Ponudbeni predračun (obrazec št. 3). Ponudnik mora navesti cene za vsako pozicijo, navedeno v Ponudbenem predračunu.

Za pozicije, za katere ponudnik ne navede cene, se smatra, da jih bo izvedel brezplačno. Ponudbene cene na enoto in skupna ponudbena cena morajo biti izražene v € brez DDV. Cene na enoto vključujejo vse stroške potrebne za izvedbo predmeta JN na ČHE Avče in morajo biti fiksne do izpolnitve vseh pogodbenih obveznosti, razen če je v pogodbi drugače urejeno.

Bill of Quantities shall be elaborated in the Form Bill of Quantities (Form No. 3). Tenderer shall quote prices for each item stated in the Bill of Quantities.

For items for which Tenderer does not enter the price, shall be deemed to be carried out free of charge. Tender prices per unit and total price shall be stipulated in Euro without VAT. Prices per unit shall include all costs required to perform the subject of the public procurement at PSHPP Avče and shall be fixed until the fulfilment of all contractual obligations, except it is otherwise arranged by the contract.

## Oblika ponudbe / Tender form

Ponudbo mora podpisati zakoniti zastopnik ponudnika ali oseba (osebe), ki je uradno pooblaščena s strani ponudnika za podpis ponudbe. Pooblastilo mora biti napisano na obrazcu Pooblastilo za podpis ponudbe (obrazec št. 3).

The Tender shall be signed by the Tenderer’s legal representative or a person officially authorised by the Tenderer for signing the tender. The authorisation shall be written in the Power of attorney for signing the tender (Form No. 3) form.

## Predložitev ponudbe / Tender submission

Ponudnik mora ponudbo predložiti v informacijski sistem ePonudba na spletnem naslovu https://eponudba.si, v skladu z navodili portala https://eponudba.si.

Ponudnik se mora pred prvo oddajo ponudbe registrirati na spletnem naslovu https://eponudba.si.

Ponudnik oddaja ponudbo tako da:

* **vso zahtevano dokumentacijo iz točke 1.6 naloži na portal ePonudba v pdf. obliki.**

The applicants must submit the applications in the information system ePonudba at the address <https://eponudba.si> and shall do this in accordance with the instructions published at the address https://eponudba.si.

Before submitting the application, the applicants must register at the address https://eponudba.si.

The tenderers shall submit the application in the following manner:

* by uploading all required documentation from point 1.6 in pdf format.

## Merilo / Criterion

Naročnik bo akceptiral dopustno ponudbo s sprejemljivo (razumno in pošteno) ceno.

The Employer will accept the permissible Tender with acceptable (reasonable and fair) price.

## Protikorupcijska klavzula / Anti-corruption clause

Naročnik bo zavrnil ponudbo, če bo ponudnik, ki jo je predložil, dal oz. ponudil sedanjemu ali bivšemu delavcu naročnika, ki sodeluje v razpisnem postopku, darila v obliki gotovine ali v brezgotovinski obliki, ponudbo za zaposlitev ali kakršnokoli stvar ali uslugo, katere vrednost se da izraziti v denarju, kot poskus vplivanja na dejanje ali odločitev v postopku naročila.

The Employer will reject the Tender if the Tenderer that submitted it, will give or offer to a current or former employee of the Employer, which is involved in this public procurement process, gifts in cash or in cashless form, an offer of employment or anything going or service for which a value can be expressed in monetary terms, as an attempt to influence the action or decision in a procurement procedure.

## Obvestilo o oddaji naročila in sklenitev pogodbe / Announcement of the award and conclusion of contract

O opravljeni izbiri ponudnika bo naročnik sprejel Odločitev o oddaji javnega naročila, ki jo bo poslal izbranemu ponudniku. Naročnik si pridržuje pravico, da ne izbere ponudnika.

Z izbranim ponudnikom bo sklenjena pogodba po pravnomočnosti Odločitve o oddaji naročila. Ta DJN in ponudba ponudnika bosta sestavni del pogodbe. Ponudnik mora po prejemu pogodbe v podpis, le-to podpisano vrniti naročniku najkasneje v osmih (8) dneh.

On completion of the selection of the Tenderer the Employer will accept the Decision on award of public procurement which will be sent to the selected Tenderer. The Employer reserves the right not to choose a Tenderer.

The contract will be concluded with the selected Tenderer after legal effect of a Decision on award of public procurement. This DPP and tender of the Tenderer will be an integral part of the contract. Tenderer must upon receipt of the contract for signature, signed it and return it to the Employer no later than in eight (8) days.

# TEHNIČNE ZAHTEVE / TECHNICAL REQUIREMENTS

## Preface

AC Excitation system PCS 8000 represents one of the main systems on PSPP Avče. Due to high reliability of the power plant, the faults should be resolved as soon as possible. In case of heavy faults on excitation system we need the remote support from the system supplier.

The document specifies the technical requirements for remote support 24h/7d.

## Scope of supply (overview)

|  |  |  |  |
| --- | --- | --- | --- |
| **Pos.** | **Description** | **unit** | **quantity** |
|  | Remote Support 24h/7d package for 3 years | pcs | 1 |

## Tasks

* 24 hours remote support per year for 3 years,
* 24h/7d phone hotline to reporting of incidents,
* response time of engineer (call back) should be one hour after reporting of incidents and opening of ticket Support via remote access,
* preparation of a report.

In case that we exceed the support hours per year, or the supplier engineer need to come to the site, these additional hours should be charge based on daily rates which has to be attached to the offer.

## General requests

For all works which are scope of supply it is demanded at least 12 months of guarantee period.

# OBRAZCI / FORMS

Obrazec št. 1: Ponudba / Tender

Obrazec št. 2: Pooblastilo za podpis in parafiranje ponudbe, če je potrebno / Power of attorney for signing and initialing the tender

Obrazec št. 3: Ponudbeni predračun / Bill of Quantities

Obrazec št. 4: Izjava/podatki o udeležbi fizičnih in pravnih oseb v lastništvu ponudnika / Statement/Data on equity shareholding of natural and legal persons in the tenderer’s company

Obrazec št. 5: Vzorec Pogodbe / Contract agreement

**Form No. 1: Ponudba / Tender**

|  |  |
| --- | --- |
| **Naročnik / The Employer** | **Soške elektrarne Nova Gorica d.o.o., Erjavčeva ulica 20, 5000 Nova Gorica** |
| **Št. JN / Public Procurement No.:** | **JN05/2019** |
| **Predmet javnega naročila / Subject of Public Procurement:** | **PSPP AVČE – REMOTE CONTROL FOR MAINTENANCE OF THE AC EXCITATION SYSTEM FOR PERIOD FROM 2019 TO 2022** |

**PONUDBA št. / TENDER No.: Enter the tender number**

1. **Samostojni ponudnik / Single Tenderer**

 (Filled-out and signed by the tenderer operating independently, on theirown behalf)

|  |  |  |
| --- | --- | --- |
| **Naziv ponudnika /** **Name and address** | Enter tenderer’s name and address | Headquarters country |

|  |  |
| --- | --- |
| **ID št. Z DDV / VAT Identification number** | Enter VAT number |

|  |  |  |
| --- | --- | --- |
| **Zakoniti zastopnik / Legal representative** | Enter name and surname of tenderer’s legal representative | Function |

|  |  |  |
| --- | --- | --- |
| **Pooblaščenec / Authorized person\*** | Enter name and surname of tenderer’s authorised person | Function |

 \* Če ponudbo podpiše pooblaščenec, je potrebno vnesti podatke o pooblaščencu in ponudbi priložiti originalno pooblastilo / If the tender if signed by an authorized person, data on the authorized person and the original authorization must be enclosed.

Ponudnik nastopa s podizvajalci / The tenderer intends to engage subcontractors (select the appropriate)

[ ]  **NO** [ ]  **YES**

1. **Kontaktni podatki / Contact details**

|  |  |
| --- | --- |
| **Kontaktna oseba /** **Contact person** | Enter name and surname of contact person |

|  |  |
| --- | --- |
| **Organizacija in sedež / Organization and headquarters** | Enter name and address of organisation |

|  |  |
| --- | --- |
| **E-mail** | Enter e-mail address of contact person |

|  |  |
| --- | --- |
| **Telefonska št. / Phone** | Enter phone number of contact person |

|  |  |
| --- | --- |
| **Fax št. / Fax number** | Enter fax number |

Ponudnik mora izpolniti vse zahtevane kontaktne podatke. Šteje se, da je bilo kakršnokoli sporočilo v zvezi z zadevnim javnim naročilom pravilno naslovljeno na ponudnika, če je bilo poslano na kateregakoli od zgoraj vpisanih kontaktnih podatkov. / The tenderer must fill-out all the required contact details fields. It shall be deemed that messages regarding the public procurement in question were correctly addressed to the tenderer if sent to any of contact details stated above.

1. **Ponudbena cena / Tender price**

|  |  |  |
| --- | --- | --- |
| **Brez DDV / VAT excluded** |       | **€** |

1. **Veljavnost ponudbe / Tender Validity**

Ta ponudba velja do vključno dne / This tender is valid up to and including **Enter the tender validity end date**.

1. **Garancijska doba / Warranty period: Enter the warrnty period in months**
2. **Izjava in zaveze / Statements and commitments**

Izjavljamo,

* da smo seznanjeni z določili dokumentacije v zvezi z javnim naročilom in z njimi v celoti soglašamo ter jih v celoti sprejemamo,
* da so vsi podatki v tej ponudbi resnični in za podane podatke in njihovo resničnost prevzemamo popolno odgovornost,
* da smo ponudbo pripravili in predložili skladno z zahtevami, navedenimi v DJN,
* da smo registrirani in imamo veljavno dovoljenje za opravljanje dejavnosti, ki je predmet tega javnega naročila,
* da ponudnik ni v postopku prisilne poravnave in zanj ni bil podan predlog za začetek postopka prisilne poravnave, ni v stečajnem postopku in zanj ni bil podan predlog za začetek stečajnega postopka, ni v postopku prisilnega prenehanja in zanj ni bil podan predlog za začetek postopka prisilnega prenehanja, z njegovimi posli iz drugih razlogov ne upravlja sodišče, ni opustil poslovne dejavnosti oz. ni v kakršnemkoli podobnem položaju;
* da soglašamo, da lahko naročnik v primeru ugotovitve računskih napak v ponudbi le-te odpravi skladno s 7 odstavkom 89. člena ZJN-3,
* da na dan roka za oddajo ponudbe nismo uvrščeni v evidenco ponudnikov z negativnimi referencami iz 75. člena ZJN-3.

Strinjamo se, da naročnik ni zavezan sprejeti ponudbe ter da v primeru odstopa naročnika od oddaje javnega naročila ne bodo povrnjeni ponudniku nobeni stroški v zvezi z izdelavo ponudbe in sodelovanjem v razpisnem postopku.

S podpisom tega obrazca podpisujemo ponudbo kot celoto in potrjujemo veljavnost naše ponudbe do roka, navedenega v tem obrazcu.

We **declare** that:

* We are acquainted with the conditions, criteria and other content of the DPP for the above mentioned public procurement, and that we completely accept them,
* all information in this tender is true and that we take full responsibility for the provided information and its truthfulness,
* we prepared and submitted the tender in accordance with the requirements set out in DPP,
* we are registered and we have a valid permit for pursuing the activity that is the subject of this public procurement,
* the tenderer is not in compulsory settlement proceedings and no petition for initiation of compulsory settlement has been filed against them, the tenderer is not in bankruptcy procedure or no petition for initiation of the bankruptcy procedure has been filed against them, the tenderer is not in compulsory winding-up procedure, and no petition for initiation of compulsory winding-up procedure has been filed against them, our business operations are not managed by court on other grounds, we have not abandoned business operations or are not in any other similar situation,
* the tenderer agrees that the Employer removes any arithmetical errors found in the tender in accordance with Paragraph 7 of Article 89 of the ZJN-3,
* that on the deadline for the submission of tender, we are not included in the register of tenderers with negative references from Article 75 of PPA-3.

We agree that the Employer is not obliged to accept any tender and that the tenderers will not be reimbursed any costs related to the tendering process in the event of withdrawing from the procurement procedure.

By signing this form, we are signing the tender as a whole and confirm the validity of our tender by the date stipulated in this form.

Kraj in datum / Place and date: Enter place and date Zakoniti zastopnik ali pooblaščenec Legal representative or authorized person:

Enter name and surname

 Žig / Stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Podpis zastopnika ali pooblaščenca

Signature of representative or authorized person

**Form No. 2: Pooblastilo za podpis in parafiranje ponudbe, če je potrebno / Power of attorney for signing and initialing the tender**

|  |  |
| --- | --- |
| **Naročnik / The Employer** | **Soške elektrarne Nova Gorica d.o.o., Erjavčeva ulica 20, 5000 Nova Gorica** |
| **Št. JN / Public Procurement No.:** | **JN05/2019** |
| **Predmet javnega naročila / Subject of Public Procurement:** | **PSPP AVČE – REMOTE CONTROL FOR MAINTENANCE OF THE AC EXCITATION SYSTEM FOR PERIOD FROM 2019 TO 2022** |

**POOBLASTILO / POWER OF ATTORNEY za podpis ponudbe / for signing of the tender**

|  |  |  |
| --- | --- | --- |
| **Ponudnik / Tenderer** | Enter tenderer’s name and address | Headquarters country |

|  |  |  |
| --- | --- | --- |
| **Zakoniti zastopnik /** **Legal representative** | Enter name and surname of tenderer’s legal representative | Function |

s tem pooblastilom pooblaščam / With this authorization, I authorize

|  |  |  |
| --- | --- | --- |
| **Pooblaščenec /** **Authorized person**  | Enter name and surname of tenderer’s authorised person | Function |

da v imenu in za račun ponudnika podpiše ponudbo za / to sign on behalf and for the account of the tenderer the tender for **PSPP AVČE – REMOTE CONTROL FOR MAINTENANCE OF THE AC EXCITATION SYSTEM FOR PERIOD FROM 2019 TO 2022**.

Kraj in datum / Place and date: Enter place and date

Zakoniti zastopnik

Legal representative:

Enter name and surname

 Žig / Stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Podpis zastopnika ali pooblaščenca Signature of representative or authorized person

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Paraf zastopnika ali pooblaščenca Initials of representative or authorized person

Pooblaščenec / Authorized person: Enter name and surname of the tenderer’s authorised person:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vzorec podpisa pooblaščene osebe / Specimen of authorized person’s signature

OPOMBA / NOTE: Izjavo mora izpolniti in podpisati zakoniti zastopnik, ki za podpis ponudbe pooblasti pooblaščenca.

Statement must be signed by the legal representative who authorizes the authorized person to sign the tender.

**Form No. 3: Ponudbeni predračun / Bill of Quantities**

|  |  |
| --- | --- |
| **Naročnik / The Employer** | **Soške elektrarne Nova Gorica d.o.o., Erjavčeva ulica 20, 5000 Nova Gorica** |
| **Št. JN / Public Procurement No.:** | **JN05/2019** |
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**PONUDBENI PREDRAČUN / BILL OF QUANTITIES**

|  |  |  |
| --- | --- | --- |
| **Ponudnik / Tenderer** | Enter the tenderer’s company name and address | Headquarters country |

REKAPITUALCIJA / RECAPITULATION

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Service** | **Unit** | **Quantity** | **Price excl. VAT (in €)** |
| 1 | Package for 1st year (24 h of remote support, 24h/7d phone hotline) | pcs | 1 |       |
| 2 | Package for 2nd year (24 h of remote support, 24h/7d phone hotline) | pcs | 1 |       |
| 3 | Package for 3rd year (24 h of remote support, 24h/7d phone hotline) | pcs | 1 |       |
|  | **TOTAL final recapitulation for three years excl. VAT (in €)** |  |

DDV bo plačan skladno s slovensko zakonodajo.

Ponudbena cena na enoto je fiksna in nespremenljiva do konca izvedbe predmeta javnega naročila in vključuje tudi vse stroške, ki so potrebni za izvedbo javnega naročila. Ponudnik izjavlja da je ponudbeni predračun izdelan v skladu z določili predmetne DJN naročnika.

V primeru, da se letno preseže 24 zakupljenih podpornih ur ali če na objekt pride inženir ponudnika/izvajalca, se te ure zaračuna na podlagi dnevnih cen ponudnika/izvajalca, ki so sestavni del ponudbe.

VAT will be paid in accordance with the applicable law in R Slovenia.

Tender price per unit is fixed and shall not change until the completion of works. Tender price includes all costs required for the execution of the public procurement. The tenderer hereby declares that the Bill of Quantities is prepared in accordance with the provisions of the Employer’s DPP.

In case that support hours per year are exceeded annually or if the tenderer/contractor engineer comes to the facility, these hours will be charged on the basis of the daily rates of the tenderer/contractor that are an integral part of the tender.

Kraj in datum / Place and date: Enter place and date

Zakoniti zastopnik ali pooblaščenec

Legal representative or authorized person:

Enter name and surname

 Žig / Stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of representative or authorized person

**Form No. 4: Izjava/podatki o udeležbi fizičnih in pravnih oseb v lastništvu ponudnika / Statement/Data on equity shareholding of natural and legal persons in the tenderer’s company**

|  |  |
| --- | --- |
| **Naročnik / The Employer** | **Soške elektrarne Nova Gorica d.o.o., Erjavčeva ulica 20, 5000 Nova Gorica** |
| **Št. JN / Public Procurement No.:** | **JN05/2019** |
| **Predmet javnega naročila / Subject of Public Procurement:** | **PSPP AVČE – REMOTE CONTROL FOR MAINTENANCE OF THE AC EXCITATION SYSTEM FOR PERIOD FROM 2019 TO 2022** |

**Statement/Data on equity shareholding of natural and legal persons in the tenderer’s company** and of economic operators that, according to the provisions of the Companies Act, are deemed their associated companies (Paragraph 6 of Article 14 of the Integrity and Prevention of Corruption Act, Official Gazette of the RS, No. 69/2011).

|  |  |
| --- | --- |
|  | **Information on Legal Person** |
| **Tenderer’s full name** |       |
| **Tenderer’s headquarters** |       |
| **Municipality of tenderer’s headquarters** |       |
| **Court register entry number** (entry number) |       |
| **Company registration number** |       |
| **VAT ID Number** |       |

I, the undersigned representative hereby declare that the following subjects (natural and legal persons) share the ownership of the tenderer stated above:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name and surname/name** | **Permanent residence address/registered office** | **Share in %** |
| 1. |       |       |       |
| 2. |       |       |       |
| 3. |       |       |       |
| 4. |       |       |       |
| 5. |       |       |       |

I, the undersigned representative hereby declare that the following economic operators are the tenderer’s associated companies according to the provisions of the Companies Act:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name** | **Registered office** | **Registration number** |
| 1. |       |       |       |
| 2. |       |       |       |
| 3. |       |       |       |
| 4. |       |       |       |
| 5. |       |       |       |

**The tenderer may submit all of the information requested above in electronic form by confirming this form and stating that the form was submitted in electronic form.**

**Should the tenderer submit a false statement or provide false information about the stated facts, the contract shall be deemed void.**

Place and date: Enter place and date

Legal representative or authorized person:

Enter name and surname

 Stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of representative or authorized person

**Form No. 5: Vzorec pogodbe / Contract agreement**

 **AGREEMENT NO. 40 01-261/2019 FOR THE REMOTE CONTROL FOR MAINTENANCE OF THE AC EXCITATION SYSTEM FOR PERIOD FROM 2019 TO 2022 IN THE PSHPP AVČE**

 entered into by:

|  |  |
| --- | --- |
| **Employer/Costumer:** | **SOŠKE ELEKTRARNE NOVA GORICA d.o.o.** |
| Address:  | Erjavčeva 20, SI - 5000 Nova Gorica, Slovenia |
| ID no.: | 5044421 |
| VAT ID no.:  | SI74100475 |
| Bank account number: | 04750-0000545385, Nova KBM Področje Nova Gorica |
| Representative: | mag. Radovan Jereb, Managing director  |

 and

|  |  |
| --- | --- |
| **Contractor/Supplier:** | **ABB Switzerland Ltd., Power Converter Systems** |
| Address:  | CH-5300 Turgi |
| ID no.: | (enter ID No.) |
| VAT ID no.:  | (enter VAT ID No.) |
| Bank account number: | (enter Bank account No.) |
| Representative: | (enter name and surname of representative) |

 The Contracting parties have agreed as follows:

1. **PREAMBLE**

ABB's PCS 8000 AC Excitation system technology offers remote access functionality in case the customer provides a dial-in connection. If this is given some trouble shooting can be done using remote support access instead of travelling to site.

This document describes the Remote Service for the PCS 8000 AC Excitation System installation in the Pump Storage Power Plant, Avce/Slovenia.

The Aim of the remote support is to provide 24h per day, 7 days per week remote support. This aim shall be to shorten outage times of the PCS 8000 AC Excitation system in case of any incidents, due to the remote support and appropriate failure analysis.

1. **SCOPE OF SUPPLY**
	1. **Remote Support Hotline**

ABB has a 24 h/7-day phone hotline, which will be activated for the project after this Service Contract comes into force.

ABB 24 h Hotline +41 844 845 845 for service and support by ABB Switzerland Ltd.

After the reporting of the incident by the customer an ABB engineer will call back for further support as furthermore described herein.

* 1. **Scope Included**
* 24h / 7days a week support hotline to reporting of incidents.
* Response time of ABB engineer (call back): one hour after reporting of incident and opening of ticket Support via remote access.
* Preparation of a report,
* 24hrs remote support per year (entitlement of not used hours per year forfeit)
* Remote Support access infrastructure of ABB Switzerland to access the. installation via Modem/DSUVPN etc. to access point of customer (later to be provided by customer).
	1. **Scope Excluded**
* Any support over 24hrs per year will be invoiced according to daily rates.
* Remote Support access infrastructure on-site (suitable access point) shall be provided by the customer.
* Any training or certificate to access the system (e.g. VPN pass).
* Anything not explicitly included in this contract.
	1. **On-site Activities**
* Any on-site support or service activities are not part of this scope and have to be agreed separately.
* Any emergency support on-site will be invoiced based at actual (reported hours according the daily rates sheet).
	1. **Responsibilities of the Purchaser**

Suitable access point in order for ABB to access via internet.

The Purchaser shall provide free remote support access if requested by the remote support service engineer.

The customer shall be obligated to provide adequately trained and certified personnel to fully operate the plant including e.g. switching of MCB.

Customer has to assign 1 (one) person as support for ABB during the entire remote support time.

The customer shall provide a person who can decide whether any replacement or service work, which causes extra costs, shall be done during remote support. The list of entitled persons shall be sent to ABB within 1 (one) week after signature of the service & maintenance contract.

1. **LEGAL REPRESENTATIVES OF THE CONTRACT PARTIES**

The representative of the Employer is: Primož Bergoč, +386 (0)31 857 906, primoz.bergoc@seng.si.

The authorised representative of the Contractor is: (enter name and surname, tel. no. and e-mail of the representative).

Any change of an authorized representative shall be made with written notice towards the other party.

1. **COMMERCIAL OFFER**
	1. **Period of agreement for service contract package**

The service contract period shall be three (3) years starting with the date upon this contract comes into force.

* 1. **Payment terms service contract package**

Invoices are issued as follow:

* for the first year: first invoice (50 % of package price for first year) three months after signing the contract (August 2019) and second invoice (50 % of package price for first year) nine months after signing the contract (February 2020),
* for the second year: August 2020 (50 % of package price for second year) and February 2021 (50 % of package price for second year),
* for the third year: August 2021 (50 % of package price for third year) and February 2022 (50 % of package price for third year).

Additional services (e.g. hours exceeding the package) shall be invoiced based immediately after service was provided based at actual.

Any amounts are without any VAT or taxes which may apply outside of Switzerland. In case taxes, duties or fees will be imposed they shall be borne by the customer.

All payments shall be due next 30 days from date of the invoice receiving.

All necessary permits, licenses outside Switzerland have to be obtained by the customer.

* 1. **Payment terms on site emergency support**

On site emergency support and corresponding back office hours will be invoiced based on actual hours according the daily rates sheet. Any applicable taxes will be added to the invoiced amounts. All payments are due next 30 days from date of the invoice receiving.

All necessary permits, licenses in the country of final destination have to be obtained by the buyer.

* 1. **Liability**

To the maximum extent permitted at law, ABB's total aggregate liability arising out of performance of the contract, whether arising in tort (including negligence, whether active or passive), warranty, strict liability or otherwise, is limited to 100 % of the contract price;

1. To the maximum extent permitted at law, ABB is in no event liable for loss of revenue, loss of profit, loss of use, loss of production, loss of contract, loss of power or cost of replacement power, cost of fuel, costs connected with interruption of operation, cost of capital or for any financial or economic loss or damage or for any indirect, incidental or consequential loss or damage whatsoever, whether arising in tort (including negligence, whether active or passive), warranty, strict liability or otherwise;
2. In case there are defects in the Services performed hereunder revealed within a period of 12 months of completion of the Services subject to an overall limit of 18 months from the initial performance of the Services, ABB shall make good such defects by re­ performing such Services or in case of ABB-supplied parts by repairing or replacing a defective part. ABB's sole responsibility relating to defects in the Services shall be such re-performance, repair or replacement, and ABB shall have no liability for making well or compensating any damage arising from defective Services or otherwise. Any other remedies at law are excluded; In case of defects in material/equipment provided hereunder the Supplier's defects liability period shall be a maximum of one year from delivery and in case delivery is delayed for reasons not attributable to ABB the foresaid period shall commence at the day of notification of readiness for dispatch. For the sake of clarification, the defects liability period shall not renew. ABB shall not be liable for latent defects. Whether a defect shall be remedied with repair or replacement shall be the desecration of ABB.
3. The limitations and exclusions of liability do not apply in case of ABB's willful misconduct, fraud, in case of death or personal injury caused by the ABB's
4. **ANTI-CORRUPTION AND SOCIAL CLAUSE**

If anyone in this contract in the name of or on behalf of other party promises the representative or agent of the public sector, offers or gives any prohibited advantage to obtain business or to make a deal under more favourable terms, or for omission of due supervision over the implementation of contractual obligations, or for some other conduct or omission, with which damage is caused to a person of the public sector, or prevents some undue advantage to the representative, agent or public sector entity, the other party or its representative, agent or broker, the present contract is null and void.

This contract is concluded under a separation condition that is fulfilled if the contracting authority is aware that the court by a final decision has found a violation of obligations in the field of environmental, social and labor law under the second paragraph of Article 3 of the ZJN-3 by the contractor or its subcontractor, or if the contracting authority is aware that the competent national authority at the contractor or its subcontractor has identified at least two violations in connection with payment for work, working hours, rest periods, work on the basis of civil law contracts at the time of implementation of the contract, despite the existence of elements of an employment relationship or in connection by illegal employment and for which a fine for a minor offense was pronounced by a final decision or several final decisions. The separation condition is fulfilled, if from the acquaintance with the violation and until the expiration of the validity of the contract has remained at least six months, and if due to the established violation with a subcontractor, the contractor does not adequately replace or replace this subcontractor within 30 days of becoming aware of the violation. In the event of the fulfilment of the separation condition, the contract shall be deemed to have been dissolved from the date of conclusion of a new contract for the performance of a public contract, and the contracting authority must begin the new procedure for the award of the contract without delay, but no later than 30 days after the acquaintance with the infringement/violation. If employer does not initiate a new public procurement procedure within this period, the contract shall be deemed to have been dissolved on the thirtieth day after the acquaintance with the violation.

1. **LAW AND LEGAL VENUE**

In case of disagreements between the provisions of the present Contract and the ABB General Conditions for Maintenance and Repair the provisions of the present Contract are decisive.

This Contract shall be governed by the substantial law of Switzerland without referring to the conflict of law principle and excluding the CISG.

Any dispute, controversy or claim arising out of or in connection with this Agreement (including the validity, breach or termination thereof), whether in contract, tort, negligence, equity or otherwise, which cannot be resolved by mutual agreement, shall be submitted to the exclusive jurisdiction of the courts of Baden, Aargau, Switzerland.

1. **PRICE**
	1. **Three (3) years’ service contract**

|  |  |
| --- | --- |
| **Service**  | **Price in €** |
| Remote support 24h/7d for 1st year, package price | Enter amount |
| Remote support 24h/7d for 2nd year, package price | Enter amount |
| Remote support 24h/7d for 3rd year, package price | Enter amount |
| **TOTAL remote support 24h/7d package for three years excl. VAT**  | **Enter amount** |
| Remote Support 24h/7d | Total of 24h per year for 3 years included.Beyond that according daily rates  |
| The prices are valid for period 2019-2022.All prices excluding any duties, taxes and VAT**Minimum charge**A minimum charge of 4 hours is applicable to all on site activities.**Cancellation fees**In the event of a cancellation less than 72 hours prior to travel, a 2500.00 USD cancellation fee will be charged. Any cancellation fees ABB has to come up for (e.g. short-term cancellation of flights) will be charged on top of the base cancellation fee. |

1. **MISCELANIOUS**

Changes or amendment to this contract shall only be valid if made in writing. This shall also apply to the waiver of written form.

The invalidity of any provision of this Contract shall not affect the validity of the remaining provisions. If any provision is held to be invalid, the parties shall replace the invalid provision by a new one having an economic effect as close as possible to those of the invalid provision.

1. **FORCE MAJEURE**

Force Majeure shall mean an event, condition, occurrence or circumstance which is beyond the reasonable control of and without the fault or negligence of the party (or their sub supplier/sub-sub suppliers) claiming Force Majeure to prevent it or mitigate its effects, causes a material delay or disruption in the performance of any material obligations imposed hereunder.

Causes which may give rise to Force Majeure include but are not limited to: act of God, or:

* war, hostiles, (whether war, be declared or not), invasion, act of foreign enemies, mobilization, requisition, acts or omissions by any state authorities, sanctions, blockade, embargo, prohibition on exportation or importation of material or equipment or services, or
* terrorist’s acts, rebellion, revolution, insurrection, or military or usurped power, or civil war, or
* contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly, or
* riot, commotion or disorder, unless solely restricted to employees of ABB or of his sub suppliers at Site, or
* strike, sabotage including illegal intrusion into either Party's IT systems (e.g. through "hacker attack", installation of malicious code such as viruses, worms or Trojans), lock-out, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, plague, or
* earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather conditions, or other natural or physical disasters, or
* shortage of labour, materials or utilities where caused by circumstances that are themselves force majeure
* Neither party shall be considered to be in default or in contractual breach to the extent that performance of obligations is prevented by a force majeure event and the time for delivery or completion shall be extended by the duration of the effects of the force majeure event plus a reasonable period of time for the resumption of the work.

Upon occurrence of an event considered by any party to constitute force majeure and which may affect performance of its obligations, such party shall notify the other party thereof in writing within 7 days as of occurrence of such event. In case of non-compliance with this provision, only the time between the elapse of the 7 days period and the time of notification of the force majeure event shall be considered not to be force majeure.

If in consequence of force majeure the equipment shall suffer loss or damage ABB shall be entitled to payment for such Scope of Work without regard to the loss or damage that has occurred. In addition, ABB shall be entitled to claim the cost arising from the force majeure event, such as, but not limited to, cost for conservation or storage of the equipment.

Irrespective of any extension of time, if a force majeure event occurs and its effect continues for a period of 75 days, either party may give to the other a notice of termination, which shall effect 14 days after the giving of the notice. If, at the end of the 14-days period, the effect of the force majeure continues the Contract shall terminate. If the Contract is terminated under this article, ABB shall be paid the value of all Scope of Works wholly or partly executed, of all materials ordered and the expenditures reasonably incurred in the expectation of completing the Scope of Works, as well as the costs of demobilization. The documentation by ABB on the cost as referred to in the preceding sentence shall be conclusive evidence.

1. **CONTENT OF CONTRACT**

The following documents are part of the contract:

1. Documentation regarding public procurement for PSPP Avče – remote control for maintenance of the AC excitation system for period from 2019 to 2022, No. JN05/2019
2. Tender No. (enter tender No.)
3. Contract
4. Suppliers offer Daily Rates Sheet
5. **APPROVAL OF CONTRACT**

The contract is signed in English language. This contract is drawn up in four identical copies. Each party receives two copies. The Contract shall enter into force on the date on which it is signed by both parties.

|  |  |
| --- | --- |
| Nova Gorica, (enter date) | (enter city), (enter date) |

|  |  |
| --- | --- |
| **EMPLOYER:****Soške elektrarne Nova Gorica d.o.o.** mag. Radovan Jereb, Managing director | **CONTRACTOR:****ABB Switzerland Ltd.**(enter name and surname of representative, function) |