

JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o.
Verovškova ulica 62
1000 Ljubljana

DOCUMENTS
FOR AWARDING THE PROCUREMENT No. JPE-SAL-267/23

SUPPLY OF COAL

Ljubljana, July 2023

INVITATION TO SUBMIT A BID

JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o., Verovškova ulica 62, 1000 Ljubljana

invites

all interested bidders to submit their bid according to the requirements of the documentation for awarding the procurement No. JPE-SAL-267/23:

SUPPLY OF COAL

The documentation precisely defines the subject of the procurement and the conditions, requirements and criteria of the contracting entity for choosing the most advantageous provider, with which the agreement will be concluded for the procurement in question.

Best regards!

CONTENT OF THE DOCUMENTATION:

- I. Instructions to the bidder for making a bid
- II. Annexes
 - Information on the bidder (Annex 1)
 - Bid (Annex 2)
 - Statement of the Bidder (Annex 3)
 - Statement on the participation of natural and legal persons in the bidder's ownership (Annex 4)
 - Statement on the mine (Annex 5)
 - Statement on the port of loading (Annex 6)
 - Statement of the shipowner (Annex 7)
 - Coal quality certificate (Annex 8)
 - Performance bond (Annex 9)
 - Model contract (Annex 10)
 - Model agreement on the calculation of demurrage and despatch (Annex 11)

I. INSTRUCTIONS TO THE BIDDER FOR MAKING A BID

The instructions to bidder define the rules of operation of the contracting entity and the bidders in the procurement awarding procedure and instructions on the preparation and submission of the bids.

1.1. INVITATION

JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o., Verovškova ulica 62, 1000 Ljubljana (hereinafter: Contracting Entity), invites to submit a bid for

SUPPLY OF COAL

1.2. THE SUBJECT OF THE INVITATION TO SUBMIT A BID

The subject of the invitation to tender is the supply of single (not mixed) coal. Quantity of coal is 75.000 mt.

The required parameters of coal (technological characteristics):

- | | | |
|-------------------------------|------|---|
| – lower calorific value - NAR | (ar) | from 16 to 20 GJ/mt |
| – total moisture | (ar) | max 35.0 % |
| – ash | (ar) | max 6.0 % |
| – volatile matter | (ar) | min 30.0 % |
| – sulphur | (ar) | max 0.10 % and the ratio between sulphur content and lower calorific value must be below 0.0045 ($S[\%] / NAR[GJ/mt] < 0.0045$) |
| – HGI | | min 45 |
| – grain size | | up to 50 mm |

The supply of coal shall be carried out by ship, delivery DAP (Incoterms 2020) delivered at the destination port of Koper, Koper, Slovenia.

The coal, which is the subject of the supply, must arrive on a single deck ship of DWT up to 80,000 mt - PANAMAX size ship, a ship less than twenty-five (25) years old, fully loaded capable of entering European Energy Terminal - Port of Koper. The maximum permissible draught of the ship is 17.20 meters.

The coal delivery deadline is from 27 November to 10 December (48th week or 49th week) 2023.

1.3. EXPLANATION OF DOCUMENTS AND CONTACT PERSON

The bidder can request an additional explanation of the documents in writing, by e-mail to the addresses: jasmin.rebselj@energetika.si and lovro.novinsek@energetika.si; at the latest three (3) days before the deadline for submitting the bids.

Before the deadline for submitting bids, the Contracting Entity can change the documents. All changes to the documents will be submitted by the Contracting Entity no later than one (1) day

before the deadline for submission of bids. Any change will be an integral part of the documentation and will be published on the Contracting Entity's website. If necessary, the contracting authority will extend the deadline for submitting the bids to allow bidders to take the changes into account.

1.4. LANGUAGE AND MONETARY UNIT

All documents related to the bid must be written in Slovene or English.

Prices must be given in USD without VAT, rounded to 2 (two) decimal places, must include all costs, discounts and duties related to the offered jobs, namely for the unit without VAT.

1.5. SUBMISSION OF THE BID

Send the bid with all the required documents from chapter 1.8 v .pdf format no later **than 26 July 2023 until 10.00 a.m.**, to the e-mail address: jasmin.rebselj@energetika-lj.si and lovro.novinsek@energetika.si.

1.6. BID OPENING

The Contracting Entity will open the bids without the presence of the bidders.

1.7. OVERVIEW OF THE BIDS AND ADDITIONAL CLARIFICATIONS REGARDING THE BIDS

After opening the bids, the Contracting Entity will determine the compliance of the bids with the documentation requirements of the relevant invitation to submit bids.

The Contracting Entity can request additional clarifications from the bidder regarding his bid.

The Contracting Entity can ask the bidder to supplement the bid.

If the Contracting Entity establishes that the bid does not comply with the requirements of the documentation of the relevant invitation to submit bids (after additional clarifications or supplements), the bid will be eliminated from the further process.

1.8. BIDDING DOCUMENTS

The bidding documents must be prepared in accordance with the instructions and forms from this documentation. The bidder may not change the content of this documentation with his bid, as otherwise such bid will be excluded from the further procedure of awarding the procurement in question.

The bidding documents must contain:

Information on the bidder	Annex 1
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The form of information on the bidder must be filled in, signed and stamped by the bidder.

The Bid	Annex 2
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The bid form must be filled in, signed and stamped by the bidder.

Statement of the bidder	Annex 3
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The bidder must fill in, sign and stamp the statement form.

Statement on the participation of natural and legal persons in the bidder's ownership	Annex 4
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The bidder must fill in, sign and stamp the statement form.

Statement on the mine	Annex 5
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The bidder must fill in, sign and stamp the statement form.

Statement on the port of loading	Annex 6
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The bidder must fill in, sign and stamp the statement form.

Statement of the shipowner	Annex 7
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Shipowner must fill in, sign and stamp the statement form.

Coal quality certificate	Annex 8
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The bidder must sign and stamp the statement form. To this annex, it also shall be attached:

- **The copy of the Coal quality certificate.**

1.9. INVOICING, PURCHASE PRICE

Upon the ship's arrival at the port of destination, based on the coal quality certificate from the loading port and the quantity of coal (rounded to the nearest ton) determined by the ship draught (Draft Survey Report), the supplier will issue an invoice at the port of loading, which will be the basis for carrying out the Contracting Entity's customs procedures.

The purchase price for the supply of coal will be calculated upon quality and quantity acceptance in the destination port of Koper to the actually determined lower calorific value (ar) and to the actually determined quantity according to the formula specified in the contract.

On the basis of the calculated purchase price for the supply of coal, the provider will issue the customer a credit or debit note to the issued invoice.

1.10. BID PRICE

In the bid form (Annex No. 2) the bidder must bid a price in US dollars (USD), per ton of coal (USD/mt) and indicate at which lower calorific value - NAR of coal (ar) (GJ/mt) this price applies. The required tender delivery is DAP (delivered on a ship in the port of destination Luka Koper, Koper, Slovenia) - Incoterms 2020.

Value added tax is not included in the bid price.

1.11. PAYMENT METHOD AND DEADLINE

The Contracting Entity does not provide an advance payment and/or a bank guarantee to secure the payment.

Payment 30 days after issuing the invoice based on the calculated purchase price.

1.12. PERFORMANCE BONDS

Good performance of contractual obligations

Within 20 (twenty) days from the conclusion of the contract, the selected tenderer will have to submit to the Contracting Entity a bank guarantee or a surety insurance with an insurance company to ensure the good performance of contractual obligations in the amount of five percent (5%) of the contractual value including VAT with a validity period of at least sixty (60) days after the expiry of the contract. **Performance bond must be issued in the Slovenian language by a bank/insurance company based in the Republic of Slovenia.** Performance bond must be irrevocable, unconditional and payable on first demand.

If the selected tenderer will not fulfil its contractual obligations, the Contracting Entity can cash in the performance bond for insuring the good performance of the contractual obligations and withdraw from the contract. Before cashing in the performance bond, the Contracting Entity will call on the selected tenderer in writing to fulfil the contractual obligations and set a deadline for fulfilment.

A model of performance bond is attached to this tender documentation.

1.13. NEGOTIATIONS

The Contracting Entity will include also negotiations in the procedure of awarding the procurement. The Contracting Entity will conduct one round of negotiations. The Contracting Entity will notify the bidders in writing about the negotiations. The subject of the negotiations will be the reduction of the bid prices per unit of measure and total bid value and determination of arbitration laboratory.

1.14. CRITERION FOR SELECTING THE MOST FAVOURABLE BIDS

After reviewing the bids and carrying out the negotiations, the Contracting Entity will select the bid and will notify all bidders in writing on its decision.

Notwithstanding the indicated above, the Contracting Entity reserves the right not to select any bid, without any liability to anyone.

The criterion for evaluating bids (selection of bid) is the lowest price with payment deadline.

Evaluated bid price (Pm)	up to 100 points
TOTAL	max. 100 points

Evaluated bid price (Pm) – max. no. points 100:

The number of points for a specific bid is determined according to the following equation:

$$\check{S}Tp = (Pm_x / Pm_i) * 100$$

$\check{S}Tp$ = the number of points received by the bid

Pm_x = the lowest evaluated price bid

Pm_i = the bid price of the evaluated of the compared bid

The calculation of Pm for an individual bid is carried out as follows:

$$Pm = (P_{CDAP/mt}/mt / q_s) + kms \quad (\text{USD/GJ})$$

Pm – evaluated bid price (USD/GJ)

$P_{CDAP/mt}$ – bid price per ton of coal USD/mt at the lower calorific value - NAR (ar)

GJ/mt - delivery DAP – delivered on a ship in the destination port of Koper

q_s – lower calorific value - NAR (ar) (GJ/mt)

k_a – correction of letter of credit (USD/GJ)

k_f – financing adjustment (USD/GJ)

k_{ms} – correction of handling costs (USD/GJ)

USD - US Dollar

GJ - Giga Joule

mt - quantity in tons (metric ton is equal to 1000 kg)

Calculation of k_{ms} : **C_p - port cost 8.48 USD/mt of coal (7.72 EUR/mt of coal, C_t - transportation cost 12.84 USD/mt of coal (11.70 EUR/mt of coal)**

$$k_{ms} = (C_p + C_t) / q_s$$

1.15. CONFIDENTIALITY OF THE PROCEDURE

The information that the tenderer will justifiably mark as confidential will be used only for the purposes of the invitation and will not be accessible to anyone outside the circle of persons who will be involved in the procedure.

1.16. MODEL CONTRACT AND AGREEMENT ON THE CALCULATION OF DEMURRAGE AND DESPATCH

The bidder must fully agree with the attached model contract and the model Agreement on the calculation of demurrage and despatch. In the case of selection, the bidder undertakes to conclude a contract and the Agreement on the calculation of demurrage and despatch in the content derived from the model contract and the model Agreement on the calculation of demurrage and despatch.

The Contracting Entity will ask the tenderer in writing by e-mail to sign the contract and the Agreement on the calculation of demurrage and despatch. The tenderer will have to sign and submit them to the client within seven (7) working days.

The Contracting Entity reserves the right to supplement the attached model contract. This right

does not apply to the essential components thereof.

1.17. NOTIFICATION OF SELECTION

The Contracting Entity will inform all bidders who will submit a bid for the procurement in question about the selection according to this procurement.

1.18. TERMINATION OF THE PROCUREMENT

The Contracting Entity reserves the right to terminate the procurement procedure also by not selecting any tenderer and not awarding the procurement, or by terminating or cancelling the public procurement Contracting Entity's obligation.

II. ANNEXES

Information on the bidder (Annex 1)

Bid (Annex 2)

Statement of the Bidder (Annex 3)

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JPE-SAL-267/23 – SUPPLY OF COAL

Name of the bidder

Address of the bidder

Responsible person
(signatory to the
framework agreement)

- office

- phone

- fax

- e-mail

Contact person

- office

- phone

- fax

- e-mail

Transaction account

SWIFT, IBAN

Parent bank

VAT ID number

Registration number

(place, date)

stamp

(signature of the responsible
person)

BID	Annex 2
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BID No.: _____

of: _____

JPE-SAL-267/23 – SUPPLY OF COAL
1. PRO FORMA INVOICE / BID PRICE / BID VALUE

The bid price must be given in US dollars (USD), per ton of coal (USD/mt) and indicate at which lower calorific value - NAR of coal (ar) (GJ/mt) this price applies. The required tender delivery is DAP (delivered on a ship in the port of destination Luka Koper, Koper, Slovenia) - Incoterms 2020.

The bid price must be rounded to two decimal places

<p>Bid price - $P_{CDAP/mt}$</p> <p>Bid price per ton of coal USD/mt at the lower calorific value - NAR (ar) GJ/mt - delivery DAP – delivered on a ship in the destination port of Koper</p>

$P_{CDAP/mt}$	
Bid price per ton of coal USD/mt	
Bid price of transportation per ton of coal USD/mt	

Bid value			
Subject	Quantity (t)	Bid price - $P_{CDAP/mt}$ (USD/mt)	Total in USD (excluding VAT)
Supply of coal	75,000		

Price GJ – DAP delivered on a ship in the destination port of Koper

<p>Price GJ in USD ($P_{CDAP/mt} / q_s$)</p>

$P_{CDAP/mt}$ – bid price per ton of coal USD/mt at the lower calorific value - NAR (ar) GJ/mt - delivery DAP – delivered on a ship in the destination port of Koper

q_s – lower calorific value of coal (ar) (GJ/mt)

2. BIDDER'S RESPONSIBLE PERSONS

The bidder's representative regarding the implementation of the contract is:

_____, phone: _____, e-mail:
_____)

in his absence he is replaced by _____, phone: _____,
e-mail: _____).

3. VALIDITY OF THE BID

The bid is valid until 26 October 2023 or until the submission of performance bond.

(place, date)

stamp

(name and signature of the bidder's
responsible person)

In the framework of the procurement JPE-SAL-267/23 - SUPPLY OF COAL, we make the following written statement under material and criminal liability:

1. STATEMENT OF BASIC COMPETENCE

WE DECLARE, that we have not been convicted by a final judgement of the following criminal acts, which are defined in the Criminal Code (Official Gazette of the RS, no. 50/12-UPB2 as amended; hereinafter: KZ-1):

- Acceptance of Bribe during the Election or Ballot (Article 157 of KZ-1), Fraud (Article 211 of KZ-1), Abuse of a Position of Monopoly (Article 225 of KZ-1), False Bankruptcy (Article 226 of KZ-1), Defrauding Creditors (Article 227 of KZ-1), Business Fraud (Article 228 of KZ-1), Fraud to the Detriment of European Communities (Article 229 of KZ-1), Fraud in Obtaining Loans or Benefits (Article 230 of KZ-1), Fraud in Securities Trading (Article 231 of KZ-1), Deception of Purchasers (Article 232 of KZ-1), Unauthorised Use of Another's Mark or Model (Article 233 of KZ-1), Unauthorised Use of Another's Patent or Topography (Article 234 of KZ-1), Forgery or Destruction of Business Documents (Article 235 of KZ-1), Disclosure and Unauthorised Acquisition of Trade Secrets (Article 236 of KZ-1), Breaking into Business Information Systems (Article 237 of KZ-1), Abuse of Insider Information (Article 238 of KZ-1), Abuse of Financial Instruments Market (Article 239 of KZ-1), Abuse of Position or Trust in Business Activity (Article 240 of KZ-1), Unauthorised Acceptance of Gifts (Article 241 of KZ-1), Unauthorised Giving of Gifts (Article 242 of KZ-1), Counterfeiting Money (Article 243 of KZ-1), Fabrication and Use of Counterfeit Stamps of Value or Securities (Article 244 of KZ-1), Money Laundering (Article 245 of KZ-1), Presentation of Bad Cheques and Abuse of Bank or Credit Cards (Article 246 of KZ-1), Use of a Counterfeit Bank, Credit, or Other Card (Article 247 of KZ-1), Fabrication, Acquisition and Disposal of Instruments of Forgery (Article 248 of KZ-1), Tax Evasion (Article 249 of KZ-1), Smuggling (Article 250 of KZ-1), Disclosure of Classified Information (Article 260 of KZ-1), Acceptance of Bribes (Article 261 of KZ-1), Giving Bribes (Article 262 of KZ-1), Accepting Benefits for Illegal Intermediation (Article 263 of KZ-1), Giving of Gifts for Illegal Intervention (Article 264 of KZ-1), Criminal Association (Article 294 of KZ-1).

WE DECLARE that at the date we submitted the bid, in accordance with the regulations of the country in which we are established or the regulations of the country of the Contracting Entity, we have no overdue unpaid obligations related to the payment of social security contributions or in relation to tax payments of € 50 or more.

WE DECLARE that no proposal has been made against us for the initiation of compulsory winding-up or bankruptcy proceedings or for the initiation of compulsory settlement proceedings, that we are not in the process of compulsory settlement or compulsory winding-up proceedings and that our business for other reasons is not managed by the court and that we have not abandoned business activity or are in any similar situation.

2. STATEMENT ON THE ABILITY TO PERFORM A PROFESSIONAL ACTIVITY

WE DECLARE that we are registered with the competent authority and have registered activities that are the subject of the procurement.

WE DECLARE that we have a special permit or we are members of a special organization that we may provide the service that is the subject of the order in the country where we are based, if such a permit is required.

3. STATEMENT OF ECONOMIC AND FINANCIAL CAPACITY

WE DECLARE that we are economically and financially capable of performing the services that are the subject of the procurement.

WE DECLARE that we have paid all due obligations to subcontractors from past deals.

WE DECLARE that on the date of submission we did not have a blocked business account with any bank that maintains our transaction account.

4. STATEMENT OF TECHNICAL AND PERSONNEL CAPACITY

WE DECLARE that we have adequate personnel who are experienced, professionally qualified and able to carry out the subject of the procurement, that we have professional and technical capabilities, equipment and other accessories, that we have management ability, reliability and that we meet formal working and technical conditions.

WE DECLARE that the subject of the bid meets the requirements of the standards and regulations related to the subject of the procurement and the technical and all other conditions specified in the documentation.

5. STATEMENT OF ACCEPTANCE OF TERMS OF DOCUMENTATION

WE DECLARE that we agree with **all** documentation conditions (descriptions, provisions, requirements,...) of the procurement **JPE-SAL-267/23 – SUPPLY OF COAL**.

WE DECLARE, under material and criminal liability, that we will not withdraw from the submitted bid until the selection of bidders. In case of withdrawal from the bid during the selection of bidders, we will reimburse the Contracting Entity for the cost of the cover purchase of coal – i.e. the difference between the bid price of coal from our bid and a possible higher price that the Contracting Entity will have to pay to another coal supplier with whom it will conclude a contract.

WE DECLARE that we are acquainted with the content for the implementation of the procurement, that we fully agree with the content, we have no comments on the documentation and in this regard we will not have additional requests.

WE DECLARE that we are not included in the list of business entities with which, pursuant to the Article 35 of the Integrity and Prevention of Corruption Act (OG RS, No. 69/11-UPB2 as amended; hereinafter: ZIntPK), contracting entities are not allowed to co-operate.

WE DECLARE that the price per unit includes all tangible and intangible costs that will be necessary for carrying out of the subject of the procurement, in accordance with all the requirements of the Contracting Entity.

WE DECLARE that in the event that we will be selected as the most favourable bidder or during

carrying out the procurement, within eight (8) days of receiving the Contracting Entity's request, we will provide information about:

- our founders, partners, including silent partners, shareholders, limited partners or other owners, and information on the ownership shares of said persons;
- business entities which, according to the provisions of the law governing companies, are considered to be related companies.

6. STATEMENT OF CONSENT WITH THE MODEL CONTRACT AND AGREEMENT ON THE CALCULATION OF DEMURRAGE AND DESPATCH

WE DECLARE that we agree with the defined provisions of the contract and Agreement on the calculation of demurrage and despatch and we will sign them without additional requests and objections if we are selected to perform the subject of the procurement.

7. STATEMENT OF CONSENT WITH THE CONTENT OF MODEL PERFORMANCE BONDS

WE DECLARE that we agree with the content of the model performance bonds and we will submit the performance bond in the event that we will be selected for carrying out of the subject of the procurement.

All statements are made under criminal and material liability.

The given information is true and we are ready to prove it, if the client requests it, by submitting relevant certificates.

(place, date)

stamp

(Signature of the responsible person of the bidder)

STATEMENT ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE OWNERSHIP OF THE BIDDER	Annex 4
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Information on the business entity (bidder):

Full company name: _____
 Head office: _____
 Municipality of the head office: _____
 Number of entry in the register of companies (entry no.): _____
 Registration number of the undertaking: _____
 VAT ID: _____

In relation to procurement No. JPE-SAL-267/23 – SUPPLY OF COAL and pursuant to the sixth paragraph of Article 14 of ZIntPK-UPB2, we provide information on participation of natural and legal persons in the ownership of the bidder, including the participation of silent partners, as well as business entities which, according to the provisions of the law governing companies, are considered to be companies related to the bidder.

WE DECLARE that the following legal entities participate in the ownership of the above bidder:

No.	Name	Head office	Ownership share in %
1.			
2.			
3.			
....			

WE DECLARE that the following natural persons participate in the ownership of the above bidder:

No.	First and last name	Address of permanent residence	Ownership share in %
1.			
2.			
3.			
...			

WE DECLARE that, in accordance with the provisions of the law governing companies, associated companies with the above-mentioned bidder are the following business entities:

No.	Name	Head office	Registration number
1.			
2.			
3.			
....			

By signing this statement, we guarantee that no other natural and legal persons participate in the entire ownership structure, as well as business entities which, according to the provisions of the law governing companies, are considered to be associated companies.

By signing this statement, we guarantee the accuracy and veracity of the information and are aware that the framework agreement is void in the event of a false statement or false information about the facts in the statement. We undertake to inform the Contracting Entity of any change in the information provided.

All statements are made under criminal and material liability.

_____	stamp	_____
(place, date)		(name and signature of the bidder's statutory representative)

Instruction: *The form shall be copied if necessary!*

Note: *The statement can also be attached on own form.*

In accordance with the answer of the Commission for the Prevention of Corruption to question No. 214 of 23.2.2012 in case under no. 0672-1/2012-39 (published on the website <https://www.kpk-rs.si/sl/pogosta-vprasanja>), the bidder may, in the event that the bidder or any of the companies in its ownership structure is a joint stock company, list only those shareholders of the bidder who directly or indirectly hold more than 5% of the shares or participate with more than 5% in the founding rights, management or capital of the joint stock company.

In the framework of the procurement JPE-SAL-267/23 - SUPPLY OF COAL, we make the following written statement under material and criminal liability:

STATEMENT ON THE MINE

Bidder _____

based on the procurement JPE-SAL-267/23 – SUPPLY OF COAL I offer to the Contracting Entity coal:

- Mine name:
- micro location of the mine:
- production of coal in the last calendar year: mt

(place, date)

stamp

(name and signature of the bidder's statutory representative)

(place, date)

stamp

(name and signature of the statutory representative of the mine)

In the framework of the procurement JPE-SAL-267/23 - SUPPLY OF COAL, we make the following written statement under material and criminal liability:

STATEMENT ON LOADING PORT

Bidder _____

based on the procurement JPE-SAL-267/23 – SUPPLY OF COAL I offer to the Contracting Entity coal, which will be loaded in the loading port:

- loading port name:
- micro location of the loading port:
- loading port capacity: mt/year
- amount of coal loaded in the last calendar year: mt

(place, date)

stamp

(name and signature of the bidder's statutory representative)

(place, date)

stamp

(name and signature of the statutory representative of the loading port)

In the framework of the procurement JPE-SAL-267/23 - SUPPLY OF COAL, we make the following written statement under material and criminal liability:

STATEMENT OF THE OF THE SHIPOWER

Shipowner

based on the procurement JPE-SAL-267/23 – SUPPLY OF COAL I will provide to the bidder _____ one deck ship with a carrying capacity of up to 80,000 mt, a ship younger than twenty-five (25) years old, with a ship draught of up to 17.20 meters, which will be fully loaded able to enter the European Energy Terminal - Port of Koper, estimated date of arrival of the ship at the port of destination Luka Koper, Koper, Slovenia, from 27 November to 10 December (48th week or 49th week) 2023.

(place, date)

stamp

(name and signature of the statutory representative of the shipowner)

In the framework of the procurement JPE-SAL-267/23 – SUPPLY OF COAL we provide certificate about the quality of coal, which must contain:

Parameter	Calculation status
Total moisture (%)	AR
Analytical moisture (%)	AD
Ash; (%)	AR
Volatile matter (%)	AR
C-fix (%)	AR
Lower calorific value (GJ/t)	AR
Upper calorific value (GJ/t)	AR and DB
HGI	
Particle size distribution (0-50 mm) - grain size	
Carbon (%)	AR
Hydrogen (%)	AR
Nitrogen (%)	AR
Total sulphur (%)	AR
Oxygen (%)	AR
Ash melting point	
Halogen content (mg/kg) <ul style="list-style-type: none"> • Chlorine • Fluorine 	AR
Trace element content (mg/kg) <ul style="list-style-type: none"> • arsenic - As • barium - Ba • cadmium - Cd • cobalt - Co • chromium - Cr • copper - Cu • mercury - Hg • manganese - Mn • molybdenum - Mo • nickel - Ni • lead - Pb • antimony - Sb • selenium - Se • zinc - Zn 	AR

Oxide composition of ash (%)

- SiO₂
- Fe₂O₃
- Al₂O₃
- CaO
- MgO
- SO₃
- P₂O₅
- TiO₂
- Na₂O
- K₂O

Sampling, sample preparation and parameter analyses must be performed using the appropriate ASTM or ISO standard method. Standard methods should be listed on the coal quality certificate.

AR (as received) – delivered state

AD (as determined) – analytical state

DB (dry basis) – dry state

(place, date)

stamp

(name and signature of the bidder's statutory representative)

PERFORMANCE BOND

Annex 9

Header with information about the guarantor (insurance company/bank) or SWIFT code

For: (enter the beneficiary, i.e. the contracting entity of the procurement)

Date: (enter date of issuance)

TYPE OF COLLATERAL: (enter type of collateral: surety insurance/bank guarantee)

NUMBER: (enter the collateral number)

GUARANTOR: (enter the name and address of the insurance company/bank and the place of issuance)

REQUESTOR: (enter the name and address of the collateral requestor, i.e. in the procedure of procurement selected bidder)

BENEFICIARY: (enter the contracting entity of the procurement)

BASIC TRANSACTION: obligation of the collateral requestor from contract no. dated (enter the number and date of the contract on the implementation of the procurement) for (enter the subject of the public procurement)

AMOUNT AND CURRENCY: (enter the maximum amount in number and word, and currency)

DOCUMENTS THAT SHOULD BE ATTACHED TO THE REQUEST FOR PAYMENT IN ADDITION TO THE DECLARATION AND ARE EXPLICITLY REQUIRED IN THE TEXT BELOW: (none)

LANGUAGE OF REQUIRED DOCUMENTS: Slovenian

SUBMISSION FORM: in paper form by registered mail or any form of express mail or in electronic form using the SWIFT system to the address (indicate the SWIFT address of the guarantor)

SUBMISSION PLACE: (the guarantor enters the address of the branch where paper documents are to be submitted, or an email address for electronic submission, such as the guarantor's SWIFT address)

Regardless of the above, the submission of paper documents can be done at any branch of the guarantor in the territory of the Republic of Slovenia.

VALIDITY DATE:

PARTY OBLIGED TO PAY COSTS: (enter the name of the collateral requestor, i.e. the bidder selected in the public procurement procedure)

With this collateral, we irrevocably undertake as guarantor to pay the beneficiary any amount up to the amount of the collateral, when the beneficiary submits an appropriate request for payment in the above submission form, signed by the authorized signatory(ies), together with others documents, if they are listed above, and in any case together with a statement of the beneficiary, which is either included in the text of the request for payment itself or on a separate signed document that is attached to it or refers to it, and in which it is stated, in what sense the collateral requestor did not fulfil his obligations from the basic transaction.

Any demand for payment under this collateral must be received on or before the effective date of the insurance at the place of submission indicated above.

Any disputes related to this collateral shall be resolved by the subject-matter competent court in Ljubljana under Slovenian law.

This collateral is subject to the Uniform Rules for Demand Guarantees (URDG) revision from 2010, issued by ICC under No. 758.

guarantor
(stamp and signature)

Contracting Entity number: JPE-SAL-267/23**Contractor number:** _____

**CONTRACT
FOR
SUPPLY OF COAL**

CONTRACTING ENTITY: JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o.,
Verovškova ulica 62, 1000 Ljubljana, represented by director Samo Lozej
(hereinafter: Contracting Entity)

VAT ID number: SI23034033
registration number: 5226406000

and

SUPPLIER: _____

represented by: _____
(hereinafter: Supplier)

VAT ID number: _____
registration number: _____

(hereinafter: Contracting Entity and Supplier together/individually: **Contracting Part-y(ies)**)

I. PREAMBLE

Article 1

The Contracting Parties state that they are entering into this Contract on the basis of the Invitation to Submit Tender – Tender Documents No. JPE-SAL-267/23 "SUPPLY OF COAL", pursuant to point 12 of the Article 27 of the Public Procurement Act (Official Gazette of the RS, No. 91/15 as amended; hereinafter: ZJN-3) - exceptions for which ZJN-3 do not apply - chapter 1.8 ZJN-3 and minutes on negotiations from, namely from the date of conclusion of the Contract until the fulfilment of all contractual obligations.

With this Contract, the Contracting Entity and the Supplier agree on the conditions of implementation of the subject of the Contract.

Article 2

The Contracting Parties further state that the Supplier ensures the Contracting Entity that it performs all activities, necessary for the fulfilment of obligations assumed under this Contract and meets all the requirements, set by regulations in force for the performance of its activities and the fulfilment of obligations assumed under this Contract.

II. SUBJECT OF THE CONTRACT

Article 3

By entering into this Contract, the Supplier undertakes, to sell and supply to the Contracting Entity, under the conditions stated hereinafter, and the Contracting Entity undertakes to purchase and accept from the Supplier, under the conditions stated hereinafter, uniform ecological coal (hereinafter referred to as: coal) in quantities and at prices, stated hereinafter, with the purpose to provide for the coal as the primary source of energy needed for production requirement of the Contracting Entity.

Definitions

Article 4

The terms and expressions used herein shall have the following meaning, unless otherwise required in the text itself:

»NAR«	- »net as received« or lower calorific value as received
»a.r.«	- »as received« delivered state
»HGI«	- Hardgrove Grindability Index of coal
»mt«	- metric ton (1,000 kg), quantity
»GJ/mt	- »giga joule/mt« - unit of calorific value of coal
»SHINC«	- Sundays, holidays included
»C/P Contract«	- Charter Party Contract
»USD«	- US currency (Dollars and Cents)
»DAP«	- delivered at place
»INCOTERMS 2020«	- ICC Official Rules for the Interpretation of Trade Terms – issued by International Chamber of Commerce in Paris
»Demurrage«	- penalty for delay in loading/unloading
»Despatch«	- inducement for speedy loading/unloading
»min.«	- minimum
»max.«	- maximum
»ca.«	- approximately
»VAT«	- value Added Tax in the Republic of Slovenia
»Contracting Entity's Operator«	- Luka Koper d.d.
»port of destination«	- European Energy Terminal - Port of Koper, Slovenia

Technological Characteristics of Coal

Article 5

Coal, the supply of which is the subject of this Contract has the following technological characteristics, i.e.: parameters (hereinafter: contractually specified technological characteristics) as compared to the technological characteristics required by the Contracting Entity (hereinafter: the required technological characteristics):

		Contractually specified technological characteristics	Required technological characteristics
a) lower calorific value - NAR	(ar)	..... GJ/mt	od 16 do 20 GJ/mt
b) total moisture	(ar)	..... %	max 35.0 %
c) ash	(ar)	..... %	max 6.0 %
d) volatile matter	(ar)	..... %	min 30.0 %

e) sulphur	(ar)	..... %	max 0.1 % and the ratio between sulphur content and net calorific value must be below 0.0045 (S[%] / NAR[GJ/mt] < 0,0045)
f) HGI		.....	min 45
g) grain size		..... mm	up to 50 mm

Any deviation from the contractually specified technological characteristics of the coal shall be considered essential material breach that justifies the Contracting Entity to withdraw from the Contract.

Quantity and Delivery

Article 6

The quantity of coal to be delivered to the Contracting Entity amounts to 75,000 mt.

The coal delivery deadline is from 27 November to 10 December (48th week or 49th week) 2023.

Article 7

The Supplier undertakes, to only charter a ship less than twenty-five (25) old which is fully loaded capable of entering the ship terminal for solid bulk cargo of the Contracting Entity's Operator. The coal must be delivered on a one-deck ship for solid bulk goods (loading capacity up to 80,000 mt) - PANAMAX size ship, that meets the requirements for entering the bulk terminal of the port of destination, i.e. the Port of Koper (European Energy Terminal). The maximum permissible draught of the ship is 17.20 meters.

Delivery Conditions

Article 8

The Supplier will advise the Contracting Entity of the ship's arrival in the following order:

1. upon specifying the ship and its scheduled arrival to the port of destination; the Contracting Entity or Contracting Entity's Operator shall within 4 (four) working days from the announcement of the supplier either unconditionally confirm the acceptance of the ship or reject the ship and propose the earliest possible next date for the acceptance of the ship;
2. on the day of the ship's departure from the port of loading (hereinafter: port of loading), the Supplier shall inform the Contracting Entity about the conditions of the C/P Contract (dispatch and demurrage amounts, despatch amounts to 50% of demmorage); if there is no such information, it is understood that no such obligations exist: NO Dispatch/ NO Demurrage. The Contracting Entity or the Contracting Entity's Operator shall confirm the acceptance of the ship and free berth, including five (5) working days of demurrage. Should the ship not arrive within those demurrage period, the Contracting Entity accepts not obligations to the ship;
3. five (5) days and three (3) days and two (2) days and one (1) day prior to the arrival of the ship into the port of destination.

Article 9

The Contracting Entity or the Contracting Entity's Operator will in relation to the ship:

- check the ship's documents that has to be delivered by the Supplier (B/L, certificate on the quality of coal from the port of loading, cargo manifest, certificate on the quantity of coal - Draft Survey Report from the port of loading), which must be submitted by the Supplier;
- accept the announced ship and provide it with a berth under the conditions specified in Article 8 hereof;
- take delivery of the coal on board of the ship and carry out the quantitative acceptance including the quantity control of the delivered / unloaded coal;
- carry out the qualitative control of the unloaded coal and establish the quality of the coal.

Article 10

Unloading of the coal from the ship will be carried out under the following conditions:

- the Contracting Entity or the Contracting Entity's Operator will accept the notice of readiness in the water area of the destination port or at the anchorage of the destination port. In the event that the letter of readiness is delivered before these places, the Contracting Entity or the Contracting Entity's Operator has no obligations. They also do not have them, if the letter of readiness is issued and delivered even though the ship is not ready;
- counting of time starts six (6) hours from the receipt of the letter of readiness, or from the start of unloading of coal, if unloading started before the expiration of six (6) hours after handing over the letter on readiness, namely:
 - for ships PANAMAX - 15,000 mt/day SHINC;
- The Contracting Entity's Operator will ensure the minimum unloading standards specified above, WWD SHINC except for January 1, Easter Sunday, May 1, June 25, November 1 and December 25..

Coal must be suitable for transshipment without foreign content (stones, wood, iron, etc.). In the event that the content of such particles/foreign matter is found, the Contracting Entity's Operator may refuse to unload the ship and demand compensation for the resulting damage.

All requirements stated in the first paragraph of this article shall be considered valid, if the coal is delivered in a condition which is considered normal for this type of coal, namely in the grain size up to fifty (50) mm, and not containing more than twenty-five percent (25 %) of particles smaller than two (2) millimetres; within that grain size maximum ten percent (10 %) of particles may be smaller than zero point five (0.5) mm.

Should the parameters, stated in the previous paragraph of this Article, deviate from the parameters, specified in sectoral regulations, thus resulting in excessive coal dust, the Contracting Entity's Operator may introduce technical measures to prevent adverse ecological impact on the environment. Any deviations must be evident from the certificate of the inspection authority. The Contracting Entity is obliged to inform the Supplier without delay of the technical measures intended by the Contracting Entity's Operator. The Supplier undertakes to compensate the Contracting Entity for any costs incurred due to the implementation of such measures. In case of any adverse ecological impact on the environment, any obligations with regard to the ship are no longer valid.

Article 11

In case of exceeding the unloading deadline due to the reasons on the part of the Contracting Entity or its Operator (Luka Koper, d.d.), the Supplier is entitled to charge demurrage in the amount stipulated in the C/P contract.

Should the unloading be completed in a shorter than agreed period, the Supplier will recognise and pay to the Contracting Entity's Operator the despatch in the amount stipulated in the C/P

contract.

Article 12

The Contracting Parties and Contracting Entity's Operator will upon conclusion of the contract conclude a tripartite agreement regarding mutual rights and obligations regarding demurrage and despatch (Agreement on billing demurrage and despatch) so that billing and payment of these will take place directly between the Supplier and the Contracting Entity's Operator, namely on the basis of a tripartite agreement, which is the Annex No. 1 and integral part of this contract.

Passing of Risk

Article 13

The Contracting parties agree that all risks related to the coal pass to the Contracting Entity in accordance with the agreed upon trade term DAP – delivered ex ship in the port of destination (INCOTERMS 2020).

Liquidated Damages

Article 14

Should the Supplier delay the delivery term (second paragraph of Article 6 hereof) by more than ten (10) days and such delay has not been caused by Force Majeure, the Supplier is obliged to pay the Contracting Entity liquidated damages in the amount of 0.5% of the contract value for each day of delay, starting from the day of exceeding the above mentioned 10-days delay period. The day of the ship's arrival is considered the date written in the Notice of Readiness issued by the ship's master.

Liquidated damages for delayed delivery stop accruing as soon as they reach ten percent (10 %) of the contract value.

The Contracting Entity will account for the liquidated damages when effecting the payment of the purchase price for the coal. The Contracting Parties explicitly agree that the Contracting Entity is not obliged to inform the Supplier about its reserved right to liquidated damages in case that the Contracting Entity accepts the performance of Supplier's obligations after the Supplier has delayed the delivery.

Contracting Entity and Supplier agree that the right to charge a penalty is not conditional on the occurrence of damage to the Contracting Entity. Compensation for the resulting damage will be claimed by the Contracting Entity in accordance with the general principles of damage liability, independently of the enforcement of liquidated damages.

III. CONTRACT PRICE OF COAL, CONTRACT PRICE OF COAL SHIPPING, CONTRACT VALUE, AND PURCHASE MONEY

Contract price of coal

Article 15

The contract price of coal, specified at its lower calorific value (ar) GJ/mt (hereinafter: the

contractual lower calorific value (ar)), at term of delivery DAP – delivered ex ship in the port of destination Koper, Slovenia (INCOTERMS 2020) amounts to:

..... **USD/mt** or **USD/GJ**

The contract price of coal is fixed and unchangeable regardless of possible changed circumstances..

The contract price of coal comprises all costs that are under this Contract the responsibility of the Supplier; however, VAT and possible other taxes and duties or other charges which apply in the Republic of Slovenia shall not be included in the contract price.

The contract price of coal shipping

Article 16

The contract price of coal shipping from the loading port to the destination port amounts to:

..... **USD/mt**

The contract price of coal shipping is fixed and unchangeable regardless of possible changed circumstances.

The contract price of coal shipping comprises all costs that are under this Contract the responsibility of the Supplier; however, VAT and possible other taxes and duties or other charges which apply in the Republic of Slovenia shall not be included in the contract price.

Contract Value

Article 17

Considering the contract price of coal specified in the Article 15 hereof and the contract price of coal shipping specified in the Article 16 hereof and the quantity of coal specified in the Article 6 hereof, the contract value amounts to:

..... **USD**

(in words: US Dollars 000/1000).

Purchase price and formula (methodology) for the calculation of purchase price

Article 18

The purchase price for the delivered coal will be calculated upon the qualitative and quantitative acceptance of coal on the basis of the actually established lower calorific value (ar), and will be accounted for according to the following formula:

$$K = (PC \times \frac{DUSKV}{qs} + PC_{lpp}) \times mt$$

K: purchase price

PCp: contract price of coal, as specified in the Article 15 hereof (USD/mt)

DUSKV: the actually established net caloric value (ar) in accordance with the Article 21

hereof; should DUSKV be higher than the contractual lower calorific value, the established difference shall be multiplied by factor 0.6

qs: contractual lower calorific value - NAR (ar) (GJ/mt)
PClpp: contract price of coal shipping, as specified in the Article 16 hereof (USD/mt)
mt: the actually established quantity in accordance with Article 23 hereof

In case that DUSKV is lower than the contractual lower calorific value (ar), K is reduced by the amount of KKMS, which is determined according to the following formula:

$$KKMS = (qs : DUSKV) - 1) \times MS/mt \times mt$$

KKMS: correction of the purchase price for manipulation costs
qs: contractual lower calorific value - NAR (ar) (GJ/mt)
MS/mt: manipulation costs of 21.23 USD/mt

In case that DUSKV is equal to or higher than qs, KKMS shall not be accounted for.

IV. ACCEPTANCE

Qualitative Acceptance and Rejection

Article 19

The Supplier is obliged at its own cost to engage an accredited inspection authority in the port of loading to carry out the qualitative control of the coal, which is the subject of the supply, according to the parameters – technological characteristics specified in Article 5 hereof.

The Supplier undertakes to deliver to the Contracting Entity, before the entry of the ship in the port of destination at the latest, the certificate on the quality of coal, issued in the port of loading; on the basis of that certificate, it can be established whether the coal meets the contractual technological characteristics specified in Article 5 hereof.

Should the Contracting Entity, on the basis of the results stated in the certificate on the quality of coal, issued in the port of loading, find that any of the parameters of the technological characteristics of the coal deviates from the contractually specified technological characteristics from Article 5 hereof, the Contracting Entity has the right to reject that coal shipment by immediate written notice to the Supplier; the Contracting Entity, then, shall not be obliged to accept such shipment of coal.

Article 20

In the port of destination, the Contracting Entity will at its own cost engage an accredited inspection authority to carry out the qualitative control of the coal, which is the subject of the supply, according to the parameters – technological characteristics specified in Article 5 hereof. Three (3) samples will be prepared; one (1) sample is intended for the establishment of technological characteristics of coal in an accredited laboratory in the port of destination: (Incolab Services B.V. in the Netherlands), one (1) sample of coal will be delivered to the accredited laboratory of the Contracting Entity, and one (1) sample – the arbitration sample – will be kept by the above mentioned accredited inspection authority for six (6) months or will be sent, after previously received notice from the Contracting Entity, to an accredited independent arbitration laboratory to be agreed upon by the Contracting Entity and the Supplier in case of dispute over the quality of coal.

The Contracting Entity shall, no later than fifteen (15) working days after the completed unloading of the ship, send the Supplier a certificate on the quality of coal, issued by the accredited inspection authority mentioned in the first paragraph of this Article, and a certificate on the quality of coal, issued by the accredited laboratory of the Contracting Entity.

Analysis of lower calorific value (ar)

Article 21

The basis for the calculation of deviation and comparison of the lower calorific value (ar) parameter shall be the lower calorific value (ar) determined in the accredited laboratory of the Contracting Entity.

If the analysis of lower calorific value (ar) carried out in the port of destination deviates by $\pm 1.0\%$ from the analysis made in the accredited laboratory of the Contracting Entity, the final and obliging lower calorific value (ar) for both the Contracting Entity and the Supplier shall be the value established in the port of destination – the actually established lower calorific value (ar) - (DUSKV).

Should the analysis of lower calorific value (ar) carried out in the port of destination deviate by more than $\pm 1.0\%$ and by less than or equal to $\pm 3.0\%$ from the analysis made in the accredited laboratory of the Contracting Entity, the final and obliging lower calorific value (ar) for both the Contracting Entity and the Supplier shall be the arithmetic mean of the analyses of lower calorific values (ar) of both samples – the actually established lower calorific value (ar) (DUSKV).

Should the analysis of lower calorific value (ar) carried out in the port of destination deviate by more than $\pm 3.0\%$ from the analysis made in the accredited laboratory of the Contracting Entity, the arbitration sample shall be used and the analysis of that sample performed by an accredited independent arbitration laboratory; the results of that analysis shall be final and binding on the Contracting Parties. The costs of the delivery of the arbitration sample and the costs of analysis shall be born by the Contracting Entity and the Supplier, each to one half ($\frac{1}{2}$). Analysis of the arbitration sample is performed in accredited independent arbitrage laboratory
.....

Establishment of Quantity and Quantitative Acceptance

Article 22

The control of the quantity of the coal (rounded to the nearest ton), which is subject of supply, shall be established by the ship draught (Draft Survey Report), carried out by the inspection authority.

The Supplier is obliged at its own cost to engage an accredited inspection authority in the port of loading to carry out the quantitative control of the coal to be supplied. The Supplier undertakes to deliver to the Contracting Entity, before the entry of the ship in the port of destination at the latest, the certificate on the quantity of coal, issued in the port of loading, which the Contracting Entity will use exclusively for comparison with the quantity established in the port of destination..

In the port of destination, the Contracting Entity will at its own cost engage an accredited inspection authority to carry out the quantitative control of the coal which is the subject of supply.

The Contracting Entity shall, no later than ten (10) working days after the completed unloading

of the ship , send the Supplier a certificate on the quantity of coal, issued by inspection authority.

Article 23

The basis for the calculation of deviation and comparison of the quantities shall be the quantity established in the port of destination.

Should the quantity established in the port of loading deviate by less than or equal to $\pm 1,0$ % from the quantity, established in the port of destination, the final and obliging quantity for both the Contracting Entity and the Supplier shall be the quantity established in the port of destination.

Should the quantity established in the port of loading deviate by more than ± 1.0 %, but by less than or equal to ± 2.0 % from the quantity, established in the port of destination, the final and obliging quantity for both the Contracting Entity and the Supplier shall be the arithmetic of both quantities.

Should the quantity established in the port of loading deviate by more than ± 2.0 % from the quantity established in the port of destination, the final and obliging quantity for both the Contracting Entity and the Supplier shall be the arithmetic of both quantities.

V. PAYMENT

Article 24

The Contracting Entity will pay the purchase price under the conditions and in the manner, as determined by this contract, namely within the deadline of thirty (30) days from the invoice date.

The Contracting Entity will pay the invoice within thirty (30) days from the invoice date provided that the Supplier will make and sent the Contracting Entity a calculation of the purchase price, according to the methodology or in the manner specified by this contract, whereby this calculation of the purchase price must be confirmed in writing by the Contracting Entity in advance within four (4) business days from receipt of the purchase price calculation. In case, that the Contracting Entity does not confirm received calculation of purchase price within thirty (30) days from the issuance of the invoice, the Contracting Entity will pay the invoice within three (3) working days from the confirmation of the purchase price calculation, and it is considered that it did not thereby become late with the payment. In the event that the amount of the invoice and the amount of the purchase price are different, the Supplier must issue to the Contracting Entity a credit note or debit note to the issued invoice.

In case of delayed payments on the part of the Contracting Entity, the Supplier is entitled to claim interest on arrears in the amount of four percent (4 %) p.a., using the linear calculation of interest.

VI. PERFORMANCE BOND

Article 25

The Supplier undertakes to, within 15 (fifteen) days at the latest from the conclusion of this Contract, submit to the customer a bank guarantee or surety insurance with an insurance company to ensure the good performance of the contractual obligations (in accordance with

model from the tender documentation; hereinafter: performance bond), in the amount of five percent (5%) of the contract value including VAT, with a period of validity at least sixty (60) days after the expiration of the coal delivery deadline, otherwise this contract shall be deemed never to have been concluded. **Performance bond must be issued in the Slovenian language by a bank/insurance company based in the Republic of Slovenia.** Performance bond must be irrevocable, unconditional and payable on first demand.

The Supplier is obliged to submit a new (properly extended) performance bond, if the contractual deadline for delivery of coal changes.

Performance bond refers to fulfilment of the Supplier's contractual obligations. In the event that the Contracting Entity cashes in the performance bond, the Supplier must immediately deliver a new performance bond to the Contracting Entity.

Before cashing in the performance bond, the Contracting Entity will call on the Supplier in writing to fulfil the contractual obligations and set a deadline for fulfilment.

VII. FORCE MAJEURE

Article 26

Neither Contracting Party shall be held liable for partial or total non-fulfilment of contractual obligations, if this is the result of force majeure.

Force majeure means an external cause, independent of the will and influence of any party, which is unexpected and sudden and could not be avoided and prevented with general care, and such circumstances appeared after the conclusion of the Contract. If the fulfilment of the contractual obligation is partially or completely disrupted or prevented due to force majeure, the Supplier is obliged to immediately inform the Contracting Entity. It is also obliged to immediately inform the Contracting Entity of the cessation of such circumstances. The contractual deadlines shall be extended for the duration of the force majeure. At the request of the Contracting Entity, the Supplier is obliged to prove the existence of force majeure.

In the event of force majeure, as long as the force majeure lasts, the affected party is not in default in fulfilling its obligations, the fulfilment of which is affected by the force majeure. The affected party is free from any responsibility for damage caused to the other party due to force majeure.

The party on whose side the force majeure occurred must immediately inform the opposite contracting party of the onset and termination of the force majeure and, upon its request, provide it with all the necessary evidence of the existence and duration of the force majeure, its extent and its consequences. If it does not do so, he cannot claim the existence of force majeure. The contractual terms are extended adequately according to the duration of the force majeure with a written annex between the parties.

In the event of force majeure, the Supplier has the right to payment of already fulfilled contractual obligations.

VIII. REPRESENTATIVES OF CONTRACTING PARTIES

Article 27

The Contracting Entity's representative, who will handle all issues arising in connection with the implementation of this contract, is Mr. Jasmin Rebselj, phone: +386 1 58 75 247, e-mail: jasmin.rebselj@energetika.si, in his absence, he is replaced by Mr. Lovro Novinšek, phone: +386 1 58 75 259, e-mail:: lovro.novinsek@energetika.si.

The Supplier's representative, who will handle all issues arising in connection with the implementation of this contract, is _____, phone: _____, e-mail: _____, in his absence, he is replaced by _____, phone _____, e-mail: _____

The Contracting Entity's representative represents the Contracting Entity in all matters related to fulfilment of obligations under this Contract. The Contracting Entity's representative cooperates with the Supplier's representative throughout the validity of the Contract and provides him with all the necessary information that he is obliged to provide based on obligations under this Contract.

The Supplier's representative represents Supplier in all matters related to the fulfilment of obligations under this contract. The Supplier's representative is obliged to cooperate directly with the Contracting Entity's representative throughout the validity of the Contract.

The contracting parties must notify each other of the change of their representatives in writing (via e-mail) stating the date of handover of affairs. The Contracting Entity or Supplier must receive a written notice (via e-mail) of this no later than three (3) calendar days before the specified day of handover of affairs. Regardless of the first paragraph of the Article 39 hereof, the change of the representatives of the Contracting Parties is valid if the Contracting Parties notify each other at the email addresses specified in this Article of the contract about the change their representatives.

IX. TERMINATION OF THE CONTRACT AND WITHDRAWAL FROM THE CONTRACT

Article 28

Each contracting party has the right to terminate the contract with 1 (one) month's notice, if the circumstances change after the conclusion of the Contract in such a way that the concluded Contract no longer reflects the true will of the Contracting Party and on the condition that all due obligations have been settled between the Contracting Parties. The notice period shall begin to run on the day of receipt of the written notice, which must be sent by registered mail.

At the time of termination of the mutual relationship under Contract, the Contractual Parties are obliged to perform their obligations until the termination period expires.

Article 29

The Contracting Entity may withdraw from the contract, by notice sent to Supplier by registered mail, without obligation to Supplier, if Supplier:

- increases prices during the validity period of the Contract,
- entrusts the implementation of contractual obligations to a third party without the prior written consent of the Contracting Entity,

- terminates the performance of contractual obligations without the prior written consent of the Contracting Entity.

In the cases from the previous paragraph of this Article, if the Contract does not stipulate otherwise, the Contracting Entity can immediately cash in the appropriate Performance bond.

Article 30

The Supplier has the right to withdraw from this Contract in the event of a breach of the provisions of the Contract by the Contracting Entity. In that case, the Contract shall cease to have effect when the Contracting Entity receives written notice of withdrawal from the Contract by registered mail, stating the reason for the withdrawal.

Article 31

This Contract is concluded with the resolutive condition, which will take effect if one of the following circumstances is met:

- if the Contracting Entity becomes aware that the court, by a final decision, found a violation of the obligation from the second paragraph of Article 3 of the ZJN-3 on the part of the Supplier regarding the performance of the public contract, or
- if the Contracting Entity becomes aware that the competent state authority has identified at least two breaches of the Supplier during the implementation of the Contract related to pay for work, working hours, rests, work on the basis of contracts of civil law despite the existence of elements of an employment relationship or in relation to undeclared employment and for which he was fined for an offence by a final decision or several final decisions.

If the Contracting Entity becomes aware of a violation, he must inform the Supplier about it within 10 (ten) days.

The Supplier may, within a period determined by the Contracting Entity, which may not be longer than 15 (fifteen) days, submit evidence that it has taken sufficient measures to prove its reliability despite the existence of violations.

If the Supplier has not submitted evidence, or if it has, but the Contracting Entity considers that these measures are insufficient, the termination condition will be implemented on the condition that from the Contracting Entity's acquaintance with the violation until the expiration of contract is at least 6 (six) months.

If the termination condition is met, the Contract is deemed to be terminated on the date of conclusion of the new public procurement contract, and the Contracting Entity must start a new public procurement procedure immediately, but no later than 60 (sixty) days after becoming aware of the violation. If the Contracting Entity does not start a new public procurement procedure within this period, the contract is considered to be terminated on the 60th (sixtieth) day after becoming aware of the violation.

X. CONTRACT COMPONENTS

Article 32

When interpreting this Contract and resolving potential disputes, in addition to the Contract and the law governing the obligation relationships, the following are also taken into account:

- Invitation to submit a bid - documentation, No. JPE-SAL-267/23,

- Supplier's bid No. _____ of _____,
- minutes of negotiations of _____.

The Contracting Parties agree that the documentation from the previous paragraph of this Article is an integral part of the Contract.

In case of contradictions in the content of the above documents and if the will of the Contracting Parties is not clearly expressed, the interpretation of the will of the both parties shall be subject first to the provisions of this Contract and then to the tender documentation on the basis of which this contract was concluded and then to the documents in the order set out in this Article

XI. ANTI-CORRUPTION CLAUSE

Article 33

In the event that it is established that in the carrying out the public procurement under which this Contract was concluded or in the implementation of this Contract, someone in the name or on behalf of the Supplier offers or gives any illicit advantage to the representative or intermediary of Contracting Entity or another public sector body or organization for obtaining this deal or to concluding this deal on more favourable terms or for neglecting due control over the implementation of obligations under the Contract or for other conduct or omission causing damage to the Contracting Entity, body or organization of public sector or it is enabled to representative of the Contracting Entity, body, intermediary of a body or organization from the public sector, the Supplier or its representative, agent, intermediary to obtain illicit advantage, this Contract is null and void.

In the event of finding the alleged existence of the factual situation referred to in the first paragraph of this Article or a notification of the Commission for the Prevention of Corruption or other bodies regarding its alleged occurrence, the Contracting Entity shall begin with establishing the conditions for the nullity of the Contract referred to in the previous paragraph of this Article or with other measures in accordance with the regulations of the Republic of Slovenia.

XII. TRANSFER OF RIGHTS AND OBLIGATIONS

Article 34

No party to the Contract may, in whole or in part, transfer the rights and obligations under this Contract to a third party without the prior written consent of the counterparty to the Contract.

The Contracting Parties undertake to notify each other immediately of any legal status changes that may occur on the part of each Contracting Parties after the conclusion of this Contract, and which could affect the execution of this Contract and ensure the transfer of rights and obligations from this Contract to new legal entities. It is considered that the transfer of rights and obligations from this Contract to new legal successors is ensured only when the new legal successor confirms in writing the assumption of rights and obligations from this Contract and when the other party to the Contract issues written consent for such transfer.

XIII. ASSIGNMENT OR CESSION OF RECEIVABLES

Article 35

The Contracting Parties undertake that this Contract prohibits the assignment or cession of receivables arising from the Contract in question to other legal or natural persons other than banks. In the case of assignment of receivables to other legal or natural persons, except banks, the assignment has no legal effect.

XIV. BUSINESS SECRECY, PROTECTION OF THE GOODWILL

Article 36

The business secret is the content of this Contract as well as the documentation that is an integral part of it or refers to this Contract and its implementation, all information related to the Contracting Entity's operations and those data that should be considered a business secret by a businessman with an average level of diligence, except the data that are considered public in accordance with applicable regulations.

According to the previous paragraph, the Supplier must protect the business secret with the diligence of a good businessman.

The Contractual Parties are obliged to protect the good name and business reputation of the other Contractual Party at any time and place.

XV. DISPUTE SETTLEMENT

Article 37

The parties will try to resolve any disputes arising in connection with the implementation of this Contract amicably.

If it will not be possible to resolve the dispute amicably, any Contractual Party may initiate proceedings to resolve the dispute before the court with substantive jurisdiction in Ljubljana.

XVI. OTHER PROVISIONS

Article 38

Any amendments or supplements to the Contract shall be valid only if they are concluded by the Contractual Parties in the form of a written annex to this Contract, signed by both parties to the Contract.

If any provision of the Contract is or becomes invalid, this shall not affect the other provisions of the Contract. An invalid provision shall be replaced by a valid one, which must correspond as closely as possible to the purpose pursued by the Contractual Parties with the invalid provision.

By signing this contract, the Supplier guarantees that he is familiar with the subject of the contract, that he is aware of the tender requirements, and that the conditions and circumstances for the correct performance of the contractual obligations are understandable and clear to him.

Article 39

The provisions of the law governing obligation relationships are used to regulate relationships that are not regulated by this Contract.

Article 40

Annexes form an integral part of this Contract.

Article 41

The contract is concluded and enters into force on the date of signature by both contracting parties, on the condition that the Supplier provides the Contracting Entity with performance bond within the term, amount and with the validity from Article 25 of this Contract and is valid until all obligations under this Contract will be fulfilled.

Article 42

Option (the Supplier with registered seat in the Republic of Slovenia)

The Contracting Parties agree that the Contract is concluded in such a way that the Contracting Entity prints one (1) copy of the Contract, signs it, scans it (copy) and sends it to the Supplier by e-mail. The Supplier prints a scanned copy of the contract signed by the Contracting Entity and signs it. On the date of signing of this copy of the Contract by the Supplier, the Contract is considered to have been concluded, and the Supplier informs the Contracting Entity about this by sending a scanned (copied) copy of the contract signed by both parties to the Contracting Entity.

Option (the Supplier with registered seat outside the Republic of Slovenia)

The Contracting Parties agree that the Contract shall be concluded in such a way that the Contracting Entity prints one (1) copy of the contract in Slovenian and English, signs it, scans it (copy) and sends it to the Supplier by e-mail. The Supplier prints scanned copies of the contract in Slovenian and English, which are signed by the Contracting Entity, and signs them. On the date of signing of this copy of the Contract in Slovenian and English by the Supplier, the Contract is considered to have been concluded, and the Supplier informs the Contracting Entity about this by sending a scanned (copied) copy of the signed Contract in Slovenian and English to the Contracting Entity.

The Contracting Parties explicitly agree that in the event of a discrepancy between the Contract in the Slovenian language and the Contract in the English language or in the event of a dispute between the Contracting Parties, the contract in the Slovenian language shall prevail.

_____, on _____

SUPPLIER:

Ljubljana, on _____

CONTRACTING ENTITY:

JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o.

Director:

Samo Lozej

Annex:

- Annex No. 1: Agreement on the calculation of demurrage and despatch

Annex No. 1 to the Contract No. JPE-SAL-267/23

AGREEMENT ON THE CALCULATION OF DEMURRAGE AND DESPATCH

concluded by

JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o., Verovškova ulica 62, 1000 Ljubljana,
Slovenia, represented by director Samo Lozej
(hereinafter: Contracting Entity)

and

....., represented
by
(hereinafter: Supplier)

and

LUKA KOPER, port and logistics system, public limited company, Vojkovo nabrežje 38,
6501 Koper, Slovenia, represented by the chairman of the board
(hereinafter: operator)

as follows:

Article 1

The parties to the agreement initially note:

1. that the Contracting Entity and the Supplier concluded Coal supply contract, No. JPE-SAL-267/23 of xx. xx. 2023(hereinafter: the Contract) by which it is agreed that the Supplier has the right to charge the customer a demurrage in case of exceeding the deadline for unloading coal and that the Supplier is obliged to acknowledge and pay the Contracting Entity a despatch both in the amount of determined by the C/P contract;
2. that the Contracting Entity and the Operator concluded Framework agreement on the transshipment and storage of coal in the port of Koper, No. JPE-SAL-267/23 (hereinafter: framework agreement) with which it is agreed that, in the event that the Contracting Entity is not a party to the C/P contract, a tripartite agreement is concluded between the Contracting Entity, the operator and the client from the C/P contract (Supplier) regarding mutual rights and obligations from demurrage and despatch so that the billing and payment of these will take place directly between the operator and the client from the C/P contract (Supplier);
3. that it is clear and indisputable that the above-mentioned contract and the framework agreement are interrelated and that the contract and the framework agreement provide the legal basis for the conclusion of this agreement as follows.

Article 2

The parties to the agreement agree that they want to simplify and thus more efficiently regulate the mutual relations of billing and payment of demurrage or billing and payment of despatch and agree by signing this agreement that all notification, confirmation, billing and payment of demurrage and despatch, according to in Article 1 referred contract and framework agreement, takes place and is implemented in cases where the client from this agreement is not at the same time a party to C/P contract, directly between the supplier and the operator.

According to what was stated in the previous paragraph, in cases where the client from this agreement is not at the same time the party to the C/P contract, he does not have any claim from demurrage and despatch against the supplier and the operator. From demurrage and despatch, also the supplier and the operator have no claim against the client.

For the implementation of this agreement, the supplier is obliged to inform the operator about the conditions for billing and paying demurrage or billing and paying despatch from the C/P contract, as soon as he learns about them and send him for the implementation of this agreement a copy of those parts of the C/P contract which refer to the payment of demurrage and despatch and parts of the contract from which it is clear that the contract was concluded.

The parties to this agreement agree that the letter of readiness must be delivered in the water area of the destination port or anchorage of the destination port. In case it is delivered before these places, the contractor has no obligations. It also does not have them, if the letter of readiness is issued and delivered even though the ship is not ready.

Article 3

This agreement is considered an integral part of the contract and framework agreement from points 1 and 2 of Article 1 of this agreement.

Article 4

This agreement is concluded and becomes effective on the date of signature of all parties to the agreement.

Option (the Supplier with registered seat in the Republic of Slovenia)

The parties to the agreement agree that the agreement shall be concluded in such a way that the client prints one (1) copy of the agreement, signs it, scans (copy) it and sends it to the operator by e-mail. The operator prints a scanned copy of the agreement signed by the client and signs it. The operator sends the signed copy of the agreement by the client and the operator back to the client by e-mail, and the client forwards it to the supplier by e-mail. The supplier prints a scanned copy of the agreement signed by the client and the operator and signs it. On the date of signing of this copy of the agreement by the supplier, the agreement is considered to have been concluded, and the supplier informs the client of this by sending a scanned (copied) copy of the agreement signed by all three parties to the client by e-mail. The client then sends a scanned (copied) copy of the agreement signed by all three parties to the operator.

Option (the Supplier with registered seat outside the Republic of Slovenia)

The parties to the agreement agree that the agreement is concluded in such a way that the client prints, signs, scans (copy) one (1) copy of the agreement in Slovenian and English and sends it to the operator by e-mail. The operator prints scanned copies of the agreement in Slovenian and English, which are signed by the client, and signs them. The operator sends the copies of the agreement signed by the client and the operator back to the client by e-mail, and the client

forwards them to the supplier by e-mail. The supplier prints scanned copies of the agreement in Slovenian and English, which are signed by the client and the contractor, and signs them. On the date of signing of both copies of the agreement by the supplier, the agreement is considered to have been concluded, and the supplier informs the client of this by sending scanned (copied) copy of the agreement signed by all three parties in Slovenian and English to the client by e-mail. The client then sends a scanned (copied) copy of the agreement signed by all three parties in Slovenian and English to the operator.

The parties to the agreement explicitly agree that in the event of a discrepancy between the agreement in the Slovenian language and the agreement in the English language or in the event of a dispute between the parties to the agreement, the agreement in the Slovenian language shall prevail.

In Ljubljana, on _____

Client

on behalf of it:
Samo Lozej, director

Operator

on behalf of it:
....., chairman of the board

Supplier

on behalf of it:

.....
