CONTRACTING

AUTHORITY: Zavod Republic of Slovenia za blagovne rezerve

(Agency of the Republic of Slovenia for Commodity Reserves).

Dunajska cesta 106, 1000 Ljubljana,

Represented by Director ad interim: Mr. Tomi RUMPF

ID for VAT: SI34375848

Company identification number.: 5022959

(hereinafter referred to as: The Buyer), of the one part,

and

SUPPLIER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID for VAT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as: The Supplier), of the other part,

Pursuant to the Contracting Authority’s Decision No. \_\_\_\_\_\_\_\_\_\_ as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the award of the public supply contract hereby make and enter into the following:

**PUBLIC PROCUREMENT CONTRACT**

SUBJECT MATTER OF THE CONTRACT

Article 1

The contractual parties hereby agree that the Supplier will supply to the Buyer the following types of the medical devices/personal protective equipment (hereinafter referred to as: The Product):

* Lot No.\_\_\_\_\_\_\_, quantity\_\_\_\_\_\_\_\_\_
* Lot No.\_\_\_\_\_\_\_, quantity\_\_\_\_\_\_\_\_\_, etc.

The Product must be folded in wrappings, that is, transportation packaging that shall provide full protection of the products against mechanical and other damage, the transportation packaging must be placed on palettes.

QUALITY OF THE PRODUCT

Article 2

The Product delivered (the content, transportation packaging and declarations of conformity) must meet the quality requirements set out in the technical specifications and all relevant regulations in force in the Republic of Slovenia and in the European Union, which the Supplier shall prove by presenting the certificate(s) at the time of the delivery of the Product.

The date of manufacture of the delivered Product shall be a maximum of 6 months prior to the delivery. At the time of its delivery, the useful life of the Product shall not have lapsed more than one third of its whole useful life.

PLACE OF DELIVERY

Article 3

The Supplier hereby undertakes to deliver the Product to the storage facilities at the locations in the Republic of Slovenia, which the Buyer shall communicate to the Supplier no later than seven (7) days prior to the delivery of the Product to the storage facility announced by the Supplier. The Supplier shall be obliged to notify the Buyer of the intended date(s) and the quantity to be delivered no later than eight days prior to the intended delivery of the Product. The Contractual Parties may also agree shorter notification periods.

CONTRACTUAL TIME SCHEDULE AND TAKING OVER THE PRODUCT

Article 4

The Supplier hereby undertakes to deliver the Product to the storage facility referred to in Article 3 of this Contract by 30 November 2020 at the latest. In the case that the Supplier should fail to deliver the Product by the set deadline, validity of the Contract shall be terminated automatically. The Supplier may also supply the Product in a succession of deliveries. The deadline for the delivery/delivery period constitute an essential element of this Contract.

The take-over of the Product in terms of quantity and quality shall be performed by the Buyer’s representative and the duly authorised surveyor company appointed by shall draw up a record of the take-over and the inspection of the compliance of the delivered Product and the supporting documentation with the requirements set out by the Contracting Authority. At the take-over of the Product, the presence of the Supplier’s representatives shall be obligatory.

The Buyer may order a quality assessment of the Product to be carried out by an accredited laboratory chosen by the Buyer. The costs of such control shall be borne by the Buyer. In the case that the accredited laboratory should find that the Product is not conform to the requested quality, the Supplier may propose carrying out another analysis (a super analysis). The Contracting Parties shall take a joint decision as to the accredited laboratory to be engaged for carrying out another quality assessment. The costs of such analysis shall be borne by the Supplier. The Contracting Parties hereby agree that they will respect to the full extent the quality-related findings specified in the report on testing – the super analysis – to be drawn up by the accredited laboratory concerning the quality of the delivered Product.

The Contracting Parties hereby agree that in the case that the Supplier should deliver the Product of the quality that does not comply with the agreed quality set out in this Contract in the technical specification, it shall be considered to constitute an essential violation of this Contract. Should that be the case, the Buyer shall be entitled to:

* demand from the Supplier to remove the Product of inadequate quality within a time limit fixed by the Buyer at his costs and to deliver the Product adequate quality within a time limit fixed by the Buyer;
* forfeit the financial collateral referred to in Article 5;
* terminate the Contract by delivering a unilateral statement on the termination of the Contract and purchase the same type of product in the same quantities on the basis of the cover purchase;
* demand compensation for the damage sustained by the Seller’s failure to carry out the obligations assumed under this Contract.

It shall be deemed that the Supplier has duly fulfilled the assumed contractual obligations when the Buyer’s surveyor company establishes that the entire delivered Product is of adequate quality.

FINANCIAL COLLATERAL

Article 5

The Supplier hereby undertakes to submit to the Buyer within eight (8) business days following the signing of this Contract financial collateral (bank guarantee or suretyship/bond insurance taken out at an insurance company identical to the sample form from the Tender Documentation or a cash deposit) to be furnished by the successful tenderer for due performance of the contractual obligations in the amount of 5% of the contract value including VAT with the validity period until 31 December 2020. After receiving the financial collateral for due performance of the contractual obligations, the Buyer will return to the Supplier the financial collateral received as the tender security within seven (7) days.

In the case that the Supplier should fail to submit to the Buyer a financial collateral for due performance of the contractual obligations within the time limit referred to before, the Buyer may forfeit the financial collateral received as the tender security without a notice and terminate the Contract.

The Buyer will return the financial collateral received for due performance of the Contract to the Supplier within (7) days following the last payment of the purchase price, i.e. it shall be offset against the purchased price in the case of a deposit. No interest shall accrue on the deposit returned to the Supplier.

The Buyer shall retain and forfeit the financial collateral for due performance of the contractual obligations in the case of a failure or improper fulfilment of the contractual obligations. The Supplier shall also be obliged to compensate any and all damage to the Buyer in excess of the value of the financial collateral. The Buyer may deduct any such amount of compensation from the payment of the invoice to the Supplier in to invoice the Supplier any and all such sustained damage.

CONTRACTUAL PENALTY

Article 6

If the Supplier fails to deliver the Product within the stipulated time limit, the Buyer shall be entitled to contractual penalty in the amount of 0.5 ‰ of the value of the Product delivered after the deadline but not in excess of 5% of that value. The contractual penalty shall be charged at the time of the payment of the invoice for the Product.

CONTRACT PRICE AND VALUE

Article 7

The breakdown of the contract price for the Product based on the clause Delivery Duty Paid – DDP (Incoterms 2010) to the storage facility of the Buyer referred to in Article 3 of this Contract is shown below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item No.. | Name of the product | Unit of measurement | Quantity | Price in EUR/UM (VAT excluded) | Price in EUR/UM (VAT included) |
| 1. |  | piece |  |  |  |
| 2. |  | piece |  |  |  |
| 3. |  | piece |  |  |  |
| 4. |  | piece |  |  |  |
| 5. |  | piece |  |  |  |
| 6. |  | piece |  |  |  |

The total contract value of the delivered Product is EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ excluding VAT and EUR \_\_\_\_\_\_\_\_\_\_\_ including VAT.

VAT shall be charged at the effective tax rate in accordance with the legislation governing value added tax in full force and effect at that time.

The price stated in the first paragraph shall comprise the costs of packaging, drawing up mandatory declarations, transportation packaging, transportation and other costs incurred in relation to the proper and timely execution of the public procurement, discounts and rebates and any other costs pertinent to the execution of public procurement.

The price is fixed.

MANNER OF PAYMENT

Article 8

The Supplier will issue the invoice for the Product within eight (8) days at the latest following the successful quality and quantity acceptance of the Product by the Buyer. The Supplier may also issue invoices for partial deliveries of the Product.

The mandatory attachments to the invoice(s) shall be the Supplier’s delivery note(s), the storage facility manager’s acceptance form, quality certificate(s) and the surveyor company’s report(s).

The deadline for the payment is 30 days following the successful acceptance of the Product by the Buyer and the receipt of a duly issued e-invoice to the Buyer. The deadline for receiving the invoice is the date on which the Buyer receives the e-invoice through his commercial bank.

In the event of a late payment, statutory late payment interest shall be charged.

DISSOLVING CONDITION

Article 9

This Contract is concluded under the dissolving condition that shall be invoked in the event that any of the circumstances listed below should occur:

* if the Buyer has become aware that a court of law established by a final ruling a violation by the Supplier or a sub-supplier of the obligations under the labour, environment or social legislation or
* should it come to the Buyer’s knowledge that a competent government body has found at least two violations of the supplier or the sub-supplier during execution of this Contract in relation to:
  + payment for work,
  + work hours,
  + rest time,
  + work done on the basis of civil law contracts despite the existence of the elements of the employment relationship or undeclared/illegal work and for which a fine for a minor offence has been imposed by virtue of a final decision or several final decisions,

and subject to the condition that the period from the moment of becoming aware of the minor offence until the expiry of the validity of this Contract is at least six months, that is, if the supplier has a sub-supplier also in the case that the supplier should fail to replace or substitute that sub-supplier on the ground that it has been found that the sub-supplier committed a violation within 30 days of becoming aware of the violation.

Should the circumstances and the conditions set out in the preceding paragraph be fulfilled, it shall be considered that the Contract is terminated as of the day of concluding a new contract for the public procurement of the product, which is the subject matter of this Contract. The Contracting Authority will notify the Supplier of the date on which the new contract will be concluded.

Should the Contracting Authority to initiate a new public procurement procedure within 30 days of becoming aware of the violation, it shall be considered that the Contract is terminated on the thirtieth day of becoming aware of the violation.

ANTI-CORRUPTION CLAUSE

Article 10

If anyone promises, offers of gives in the name of on behalf of the Supplier to the Buyer’s representative or agent in connection with this Contract any illicit benefit/advantage to:

* + win the contract or
  + close a deal under more favourable terms and conditions or
  + forego due diligence in overseeing the fulfilment of the contractual obligations or
  + take action or forego taking action by means of which damage is caused to the Buyer or making illicit gain is made possible to the Buyer’s representative or agent, the Supplier or the Supplier’s representative, agent, intermediary,

this Contract shall become null and void.

DISPUTE RESOLUTION

Article 11

The contractual parties hereby agree to settle amicably any dispute that will arise from the interpretation or enforcement of this Contract. If no settlement is reached, the dispute shall be referred to the competent court in Ljubljana.

FINAL PROVISIONS

Article 12

For the matters not covered by this Contract, the provisions laid down in the Public Procurement Act (*Zakon o javnem naročanju*), Obligations Code (*Obligacijski zakonik*), Commodity Reserves Act (*Zakon o blagovnih rezervah*) and other relevant regulations in full force and effect shall apply.

Article 13

The authorised representatives of the contractual parties – the persons responsible for this Contract are:

* for the Buyer: Saša Štrbenc, sasa.strbenc@dbr.si
* for the Supplier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Article 14

The Contract shall enter into force as of the day of its signing by both Contracting Parties.

The Contract shall continue in force until all the contractual obligations of both Contracting Parties.

Article 15

The Contract has been drawn up in four counterparts, of which each Contracting Party shall receive two counterparts.

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Director | Tomi RUMPF  Director ad interim |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Zavod Republike Slovenije za blagovne rezerve |
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| Number: \_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_ | Number: \_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_ |