

Pogodbeni stranki
The contracting parties

UNIVERZA V LJUBLJANI, VETERINARSKA FAKULTETA, Gerbičeva 60, 1000 Ljubljana,
ki jo zastopa: prof. dr. Andrej Kirbiš, dekan
matična številka: 1627139000; ID za DDV: SI59676418
transakcijski račun: 01100-6030707604
(v nadaljevanju: naročnik)

UNIVERSITY OF LJUBLJANA, VETERINARY FACULTY, Gerbičeva 60, 1000 Ljubljana,
represented by: Assoc. Prof. Dr. Andrej Kirbiš, DVM, PhD, Dean
Registration No.: 1627139000; VAT number: SI59676418
Transaction account: 01100-6030707604
(hereinafter referred to as: the Client)

in
and

ki ga zastopa:
matična številka: _____; ID za DDV: _____
transakcijski račun: (v nadaljevanju: dobavitelj)

represented by:
VAT number: _____
IBAN: _____
(hereinafter referred to as: the Supplier)

sklepata naslednjo
shall conclude the following

**POGODBO
O NAKUPU IN DOBAVI »HERDCHEK BSE-SCRAPIE ANTIGEN KIT (IDEXX)«**

**AGREEMENT
ON THE PURCHASE AND DELIVERY OF "HERDCHEK BSE-SCRAPIE ANTIGEN KIT (IDEXX)"**

I. UVODNA DOLOČBA
I. INTRODUCTORY PROVISION

1. člen

Pogodbeni stranki uvodoma ugotavljata, da:

- je naročnik na podlagi 40. člena Zakona o javnem naročanju (Ur. l. RS št. 91/15, 14/18; ZIN-3), izvedel odprti postopek oddaje javnega naročila "Nakup in dobava HerdChek BSE-Scrapie Antigen kitov (IDEXX);
- je naročnik na podlagi izvedenega postopka in obvestila o odločitvi o oddaji javnega naročila številka _____ z dne _____, izbral dobavitelja za dobavo kita HerdChek BSE-Scrapie Antigen (IDEXX), za pogodbeno obdobje, določeno v 33. členu te pogodbe.

Article 1

The contracting parties shall initially note that:

- The Client performed the open procedure for "The Purchase and delivery of HerdChek BSE-Scrapie Antigen kits (IDEXX) " on the basis of Article 40 of the Public Procurement Act (the Official Gazette of the RS No. 91/15,14/18; ZJN-3);
- On the basis of the implemented procedure, the Client has selected by means of the Notification of the decision on the award of contract number _____ of _____, _____ as the supplier for the delivery of kits HerdChek BSE-Scrapie Antigen (IDEXX), for the contract period specified in Article 33 of this Agreement.

II. PREDMET POGODBE

II. SUBJECT MATTER

2. člen

Predmet pogodbe je nakup in dobava kitov HerdChek BSE-Scrapie Antigen (IDEXX).

Naročnik bo v pogodbenem obdobju pri dobavitelju nabavil 50 HerdChek BSE-Scrapie Antigen kitov (IDEXX).

Pogodbeni stranki soglašata, da bo naročnik v času trajanja te pogodbe uporabljal kompletno laboratorijsko tehnično opremo, potrebno za uporabo kita HerdChek BSE-Scrapie Antigen (IDEXX), ki mu jo bo nudil dobavitelj brezplačno.

Servisiranje opreme zagotavlja ponudnik.

Article 2

The object of the Agreement shall be the purchase and delivery of kits HerdChek BSE-Scrapie Antigen (IDEXX).

The Client shall purchase from the Supplier 50 HerdChek BSE-Scrapie Antigen kits (IDEXX) during the contractual period.

The contracting parties shall agree that, for the duration of this Agreement, the Client will use the complete laboratory and technical equipment necessary for the use of kit HerdChek BSE-Scrapie Antigen (IDEXX), which will be provided by the Supplier free of charge.

Servicing of the equipment shall be provided by the Supplier.

3. člen

Dobavitelj bo naročniku zagotavljal kvaliteto HerdChek BSE-Scrapie Antigen kitov (IDEXX) po kriterijih sheme zagotavljanja kakovosti oziroma skladno s certifikatom kakovosti.

Article 3

The Supplier shall ensure the Client the quality of HerdChek BSE-Scrapie Antigen kits (IDEXX) following the criteria of the quality assurance scheme or in accordance with the certificate of quality.

4. člen

Dobavitelj se obvezuje, da bo izvajal dobavo v skladu s pogoji in zahtevami iz razpisne dokumentacije

Article 4

The Supplier shall undertake to carry out the delivery in accordance with the conditions and requirements specified in the Instruction for the tenderers.

5. člen

Dobavitelj jamči, da bo dobavo opravljal strokovno in kvalitetno, ob upoštevanju zahtev in navodil naročnika v dogovorjenem obsegu in rokih.

Article 5

The Supplier shall guarantee that they will carry out the delivery professionally and in a high-quality manner, taking into account the requirements and instructions of the Client in the agreed extent and deadlines.

6. člen

Naročnik sme po tej pogodbi oddati naročilo dobavitelju za dodatne dobave, ki niso vključene v prvotno dodeljenem naročilu, vendar so zaradi okoliščin postale potrebne ali v primeru, ko takšnih dodatnih dobav ni mogoče ločiti od glavnega naročila, ne da bi to povzročilo nepremostljive ovire in tehnične težave za naročnika ali so dodatne dobave, čeprav bi jih lahko naročnik oddal ločeno od izvedbe prvotnega naročila, ponovitev dobav, ki so predmet te pogodbe, ob pogojih, ki jih določa Zakon o Javnem naročanju.

V primerih iz prvega odstavka tega člena naročnik in dobavitelj v skladu z Zakonom o javnem naročanju, v povezavi z Direktivo 2004/18/EC, skleneta novo pogodbo ali aneks k tej pogodbi.

Article 6

Under this Agreement, the Client may submit to the Supplier an order for additional deliveries that are not included in the initially awarded contract, but, due to circumstances, they have become necessary, or in case where such additional deliveries cannot be separated from the main order without causing insurmountable obstacles and technical problems for the Client, or additional deliveries are recurrent deliveries that are the object of this Agreement, even though the Client could submit them separately from the execution of the original order, under the conditions laid down in the Public Procurement Act.

In cases specified in the first paragraph of this Article, the Client and the Supplier shall conclude a new agreement or an annex to this Agreement in accordance with the Public Procurement Act, in connection with the Directive 2004/18/EC.

III. CENA HerdChek BSE-Scrapie Antigen kit (IDEXX)

III. PRICE OF HerdChek BSE-Scrapie Antigen kit (IDEXX)

7. člen

Dobavitelj se obvezuje, da bo v času izvajanja te pogodbe naročniku dobavljal HerdChek BSE-Scrapie Antigen kit (IDEXX) po fiksni ceni _____ € za en kit brez DDV in skupno ponujeno ceno _____ € brez DDV. Cena za en kit vsebuje vse stroške vezane na dobavo kitov.

Article 7

The Supplier shall undertake to deliver to the Client during the implementation of this Agreement HerdChek BSE-Scrapie Antigen kit (IDEXX) at a fixed price of € _____ for a kit excluding VAT and the total offered price of € _____ excluding VAT. The price of a test shall include all the costs associated with the delivery of the kits.

8. člen

Cena iz 7. člena te pogodbe vključuje pariteto "dostavljeno na naslov naročnika – UL, Veterinarska fakulteta, Laboratorij za patologijo in TSE, Gerbičeva 60, 1000 Ljubljana".

Cena iz 7. člena te pogodbe je fiksna za pogodbeno obdobje.

Dogovorjena cena iz 7. člena te pogodbe velja za vsa naročila od datuma sklenitve te pogodbe do 01.09.2022.

Article 8

The price referred to in Article 7 of this Agreement shall include the "delivered to the address of the Client" parity - University of Ljubljana, Veterinary Faculty, Laboratory for Pathology and TSE, Gerbičeva 60, 1000 Ljubljana.

The price referred to in Article 7 of this Agreement shall be fixed for the contractual period. The price agreed in Article 7 of this Agreement shall apply to all orders of the date of conclusion of this Agreement until 01.09.2022.

9. člen

Naročnik ni odškodninsko ali kakorkoli odgovoren zaradi nedoseganja v 2. členu te pogodbe določene ocenjene količine HerdChek BSE-Scrapie Antigen kitov (IDEXX) in nedoseganja skupne vrednosti naročila iz 7. člena te pogodbe, v kolikor bi bila to posledica zmanjšanja potrebe po HerdChek BSE-Scrapie Antigen kitih (IDEXX) iz objektivnih razlogov, ki so vezani na dejavnost naročnika.

Article 9

The Client shall not be liable for damages or otherwise for failing to achieve the specified estimated amount of HerdChek BSE-Scrapie Antigen kits (IDEXX) provided for in Article 2 of this Agreement, and for failing to achieve the total value of the order under Article 7 of this Agreement in so far as the failure is caused by a reduction of need for HerdChek BSE-Scrapie antigen kits (IDEXX) for objective reasons that are tied to the activity of the Client.

IV. PLAČILNI POGOJI

IV. TERMS OF PAYMENT

10. člen

Pogodbeni stranki soglašata, da bo dobavitelj naročniku izstavljal račune po vsakokratni izvršeni dobavi.

Skladno z Zakonom o davku na dodano vrednost, se kot datum opravljene dobave šteje dan prevzema HerdChek BSE-Scrapie Antigen kitov (IDEXX) s strani naročnika.

K računu morajo biti priloženi dokumenti, ki omogočajo nadzor nad opravljeno dobavo in so podlaga za izstavitvev računa.

Article 10

The contracting parties shall agree that the Supplier will issue the Client an invoice after each delivery. In accordance with the Value Added Tax Act, the date of delivery shall be the date of acceptance of HerdChek BSE-Scrapie Antigen kits (IDEXX) by the Client.

An invoice shall be accompanied by documents which allow supervision of the delivery and which are the basis for issuing an invoice.

11. člen

Naročnik bo dobavitelju plačal račun v roku 30 brezobrestnih dni od uradnega datuma prejema računa, na transakcijski račun številka: _____, odprt pri _____. Kot dan plačila se šteje dan, ko naročnik izda nalog za izplačilo. V primeru, da je zadnji dan za plačilo dela prost dan se šteje, da je zadnji dan za plačilo prvi naslednji delovni dan. V primeru reklamacij glede opravljene dobave se plačilo zadrži do odprave vzrokov reklamacije.

Article 11

The Client shall pay the Supplier's invoice within 30 interest-free days from the official date of receiving the invoice, to transaction account number: _____, open with the _____ Bank. The date of payment shall be the day when the Client issues a payment order. If the last day for payment is a non-working day, the next working day shall be deemed to be the last day for payment.

In the event of complaints regarding a delivery, payment shall be withheld until causes of the complaint are eliminated.

12. člen

V kolikor naročnik računa ne bo plačal v dogovorjenem roku, ima dobavitelj pravico obračunati zamudne obresti skladno z zakonom.

Article 12

If the Client does not pay the invoice within the agreed period, the Supplier shall have the right to charge late interest in accordance with the law.

V. NAROČANJE IN DOBAVA V. ORDERING AND DELIVERY

13. člen

Pogodbeni stranki soglašata, da bo naročnik naročal HerdChek BSE-Scrapie Antigen kite (IDEXX) glede na svoje potrebe.

Dobavitelj bo naročniku dobavljal HerdChek BSE-Scrapie Antigen kite (IDEXX) na podlagi njegovega naročila in v dogovorjenih rokih.

Article 13

The contracting parties shall agree on the Client to order HerdChek BSE-Scrapie Antigen kits (IDEXX) according to their needs.

The Supplier shall deliver the Client HerdChek BSE-Scrapie Antigen kits (IDEXX) on the basis of the Client's order and within the agreed deadlines.

14. člen

Dobavitelj bo izvršil dobavo, glede na naročilo, v roku, ki ne bo daljši od 14 dni od dneva prejema naročila, razen v primeru, da se naročnik in dobavitelj ne dogovorita drugače.

Pogodbeni stranki sta soglasni, da se rok dobave začne šteti naslednji dan po tem, ko naročnik naroči HerdChek BSE-Scrapie Antigen kite (IDEXX).

Naročnik bo dobavitelju naročal HerdChek BSE-Scrapie Antigen kite (IDEXX) po elektronski pošti, pošti ali telefaksu, v primeru nujnih potreb pa tudi po telefonu.

Article 14

The Supplier shall make a delivery according to the order and within the period not exceeding 14 days from the date of receiving the order unless the Client and the Supplier agree otherwise.

The contracting parties shall agree that the delivery period starts to run on the day following the Client's order of HerdChek BSE-Scrapie Antigen kits (IDEXX).

The Client shall place an order of HerdChek BSE-Scrapie Antigen kits (IDEXX) with the Supplier by e-mail, mail or fax, as well as by phone in the event of urgent needs.

15. člen

Dobavitelj je dolžan dostaviti HerdChek BSE-Scrapie Antigen kite (IDEXX) na naslov naročnika – UL, Veterinarska fakulteta, Laboratorij za patologijo in TSE, Gerbičeva 60, 1000 Ljubljana.

Article 15

The Supplier shall be obliged to deliver HerdChek BSE-Scrapie Antigen kits (IDEXX) to the Client's address - University of Ljubljana, Veterinary Faculty, Laboratory for Pathology and TSE, Gerbičeva 60, 1000 Ljubljana.

16. člen

Storitev prevoza (dostave) opravi dobavitelj sam, ali pa za to v svojem imenu in za svoj račun pooblasti drugega prevoznika. Stroški prevoza bremenijo dobavitelja.

Article 16

Transport services (delivery) shall be performed by the Supplier or they shall authorize another carrier on their own behalf and on their own account. Transport costs shall be borne by the Supplier.

17. člen

Dobavitelj se obvezuje, da bo imel za potrebe naročnika stalno na zalogi vsaj en (1) kit.

Article 17

The Supplier shall undertake to have at least one (1) kit always in stock for the Client's needs.

18. člen

Če bo v času trajanja te pogodbe prišlo do zamenjave testa z novo verzijo testa, bo dobavitelj zagotovil, da bo imel za potrebe naročnika na razpolago primerljivo število testov, glede na pakiranje kita, ki ga naročnik uporablja v času sklenitve te pogodbe.

Article 18

If the test is replaced by a new version of the test for the duration of this Agreement, the Supplier shall ensure the Client to have a comparable number of tests available for the needs of the Client in terms of packaging of the kit the Client is using at the time of conclusion of this Agreement.

19. člen

S strani naročnika je pooblaščen oseba za izvrševanje te pogodbe **prof. dr. Polona Juntas**, ki je tudi skrbnica te pogodbe.

S strani dobavitelja je za izvajanje pogodbe pooblaščen _____.

Pogodbeni stranki sta dolžni obvestiti nasprotno stranko o zamenjavi pooblaščenih oseb za izvrševanje te pogodbe v roku treh dni po njihovi zamenjavi.

Article 19

Prof. Dr. Polona Juntas, who is also the custodian of this Agreement, shall be the person authorized by the Client to execute this Agreement.

_____ shall be authorized by the Supplier for the implementation of this Agreement.

The contracting parties shall be obliged to inform the other party of the replacement of the persons authorized for the execution of this Agreement within three days following the replacement.

VI. PREVZEM, REKLAMACIJE IN OSTALE OBVEZNOSTI DOBAVITELJA

VI. ACCEPTANCE, COMPLAINTS AND OTHER OBLIGATIONS OF THE SUPPLIER

20. člen

Pogodbeni stranki soglašata, da se prevzem opravi na lokaciji naročnika, ki je navedena v 8. členu te pogodbe.

Dobavitelj se obvezuje, da bo ob prevzemu naročniku izročil dobavnico, v kateri bo navedena naročena in dobavljena količina HerdChek BSE-Scrapie Antigen kitov (IDEXX), cena za eno pakiranje HerdChek BSE-Scrapie Antigen kita (IDEXX), cena za dobavljeno količino in davek na dodano vrednost.

Oseba, ki bo s strani naročnika opravila prevzem, mora takoj ob dobavi opraviti količinski prevzem.

Dejanske količine se morajo ujemati z naročeno količino, navedeno v dobavnici.

Prevzem, kakor tudi morebitne reklamacije, se vpišejo na dobavnici, ki jo podpišeta obe s strani naročnika in dobavitelja odgovorni osebi za prevzem oziroma dostavo.

Article 20

The contracting parties shall agree that the acceptance is carried out at the location of the Client specified in Article 8 of this Agreement.

The Supplier shall undertake to hand over to the Client upon delivery a delivery note that will include the ordered and the delivered quantity of HerdChek BSE-Scrapie Antigen kits (IDEXX), the price for one packaging of HerdChek BSE-Scrapie Antigen kit (IDEXX), the price for the quantity delivered and the value added tax.

The person appointed by the Client to carry out the acceptance shall carry out the quantitative acceptance immediately upon delivery.

The actual quantities shall match the ordered quantity indicated on the delivery note.

The acceptance as well as any complaints shall be entered into the delivery note which is then signed by both persons who are appointed by the Client and the Supplier respectively to carry out the acceptance or the delivery.

21. člen

Če se ugotovi, da dobava ni istovetna z naročeno, če odstopa od dogovorjene količine in vrste, lahko naročnik prevzem odkloni.

Article 21

If it is determined that the delivery is not identical with the one ordered, if it deviates from the agreed quantity and type, the Client may refuse acceptance.

22. člen

Če naročnik pri kasnejši uporabi ugotovi, da kvaliteta HerdChek BSE-Scrapie Antigen kitov (IDEXX) odstopa od kvalitete po kriterijih sheme zagotavljanja kakovosti oziroma skladno s certifikatom kakovosti, se sestavi komisijski zapisnik, s katerim se uveljavlja reklamacija.

Naročnik je dolžan takoj po ugotovitvi odstopanja v kvaliteti, najpozneje pa v roku 8 dni, pisno obvestiti dobavitelja o morebitni reklamaciji.

Article 22

If the Client determines, during subsequent use, that the quality of HerdChek BSE-Scrapie Antigen kits (IDEXX) deviates from the quality as per the criteria of the quality assurance scheme or in compliance with the certificate of quality, a commission record shall be compiled, invoking a complaint.

The Client shall be obliged to notify the Supplier in writing about any complaint immediately after finding deviances in quality, and at the latest within 8 days.

23. člen

Dobavitelj je dolžan v primeru slabe kakovosti HerdChek BSE-Scrapie Antigen kitov (IDEXX) naročniku nadomestiti materialno škodo, kar pomeni, da mora dobavitelj brezplačno zagotoviti vsaj en nadomestni kit.

V primeru, da je zaradi slabe kakovosti HerdChek BSE-Scrapie Antigen kitov (IDEXX) naročniku povzročena materialna škoda, je dobavitelj dolžan naročniku povrniti morebitno nastale materialne stroške in stroške dela. Morebitno povzročena materialna škoda se ugotavlja zapisniško.

Article 23

The Supplier shall be obliged, in the event of poor quality of HerdChek BSE-Scrapie Antigen kits (IDEXX), to compensate the Client for material damage, which means that the Supplier must provide at least one free replacement kit.

In the event that, due to the poor quality of HerdChek BSE-Scrapie Antigen kits (IDEXX), the Client suffers material damage, the Supplier shall be obliged to compensate the Client for any incurred material costs and labour costs. Any incurred material damage shall be noted by means of a record.

24. člen

Dobavitelj se obvezuje sproti reševati vse morebitne reklamacije. Vse stroške v zvezi z reklamacijami krije dobavitelj.

Article 24

The Supplier shall undertake to promptly resolve any complaints. All costs related to complaints shall be covered by the Supplier.

25. člen

V primeru napak na opremi zagotavlja dobavitelj odzivni čas, ki ne bo daljši od 24 ur. V primeru, da okvarjene laboratorijske opreme ne bi bilo mogoče popraviti v roku 48 ur, jo je dobavitelj dolžan nadomestiti z novo.

Article 25

In the event of any faults on the equipment, the Supplier shall ensure a response time that will not be longer than 24 hours. In the event that the faulty laboratory equipment cannot be repaired within 48 hours, the Supplier shall be obliged to replace it with new equipment.

26. člen

V primeru, da pride do resne okvare kritičnih instrumentov za test, bo dobavitelj le-te nadomestil z novimi v čim krajšem možnem času, ki ne bo daljši od 48 ur, razen v primeru, da se naročnik in dobavitelj ne dogovorite drugače.

Dobavitelj se obvezuje reševati vse morebitne reklamacije. Vse stroške v zvezi z reklamacijami krije dobavitelj.

Article 26

In the event that there is a serious failure of critical test instruments, the Supplier shall replace the latter with new instruments within the shortest period possible, which will not be longer than 48 hours, except in so far as the Client and the Supplier agree otherwise.

The Supplier shall undertake to resolve any complaints. All costs related to complaints shall be covered by the Supplier.

27. člen

Dobavitelj bo naročniku zagotovil letni pregled laboratorijske opreme (homogenizatorji, izpiralniki, čitalci mikroplošč), ki je potrebna za izvedbo testa, ob času, ki ga bosta dogovorili pogodbeni stranki. V času trajanja te pogodbe je dobavitelj dolžan enkrat v letu, ob dogovorjenem času, opraviti validacijo ter po potrebi kalibracijo ter izdati ustrezen certifikat.

Letni pregled je zagotovljen s strani dobavitelja in je v ceni testa.

Article 27

The Supplier shall provide the Client with an annual review of the laboratory equipment (homogenizers, washers, microplate readers) which is needed for carrying out the test, at the time agreed by the contracting parties.

For the duration of this Agreement, the Supplier shall be obliged to perform, once a year, at the agreed time, validation and, if necessary, calibration and issue the appropriate certificate.
An annual review shall be provided by the Supplier and shall be included in the price of the test.

28. člen

Dobavitelj bo naročniku za namen testiranja nove verzije kita, če bo le-ta na tržišču, v času trajanja te pogodbe, zagotovil naročniku nove verzije kita in brezplačno prilagodil instrumente in potrebno programsko opremo ter nudil vso potrebno strokovno podporo. Dobavitelj bo naročniku dal brezplačno na razpolago en kit oziroma zadovoljivo število testov, ki bodo omogočili naročniku validacijo spremenjene metode.

Article 28

The Supplier shall provide the Client, for the purpose of testing a new version of the kit, if the latter is on the market, and for the duration of this Agreement, with new versions of the kit as well as with free adjustment of the instruments and the necessary software, while also providing all the necessary technical support. The Supplier shall provide the Client with one free kit or a sufficient number of tests which will allow the Client to validate the modified method.

VII. ODSTOP OD POGODBE

VII. WITHDRAWAL FROM THE AGREEMENT

29. člen

Naročnik je prost zaveze naročanja po tej pogodbi, v kolikor nastopijo okoliščine, zaradi katerih bo naročnik odstopil od naročila po tej pogodbi. Okoliščine, ki lahko privedejo do odstopa od te pogodbe so zlasti:

- neizpolnjevanje pogojev za priznanje sposobnosti v skladu z Zakonom o javnem naročanju,
- prenehanje poslovanja dobavitelja,
- uporaba druge metode, v kolikor bi bilo to strokovno utemeljeno ali predpisano s strani pristojnega ministrstva ali v Uredbi (EC)št. 999/2001 ali njenih dopolnil,
- neustrezno izpolnjevanje določil te pogodbe,
- če dobavitelj ne rešuje reklamacij v zvezi z dobavo HerdChek BSE-Scrapie Antigen kitov (IDEXX),
- če dobavitelj ne upošteva zahtev naročnika, dogovorjenega v postopku in določil te pogodbe.

Naročnik bo v primeru odstopa od te pogodbe o tem pisno obvestil dobavitelja in sicer v roku dveh mesecev pred nameranim odstopom, razen v primeru prve, druge in tretje alineje prvega odstavka tega člena, ko ima naročnik pravico takoj odstopiti od te pogodbe.

V primeru neizpolnjevanja določil te pogodbe s strani naročnika, ki se nanaša na plačilo naročenih HerdChek BSE-Scrapie Antigen kitov (IDEXX), ima dobavitelj pravico odstopiti od te pogodbe, o čemer mora pisno obvestiti naročnika, in sicer najmanj tri mesece pred nameranim odstopom.

Ne glede na določbo prvega, drugega in tretjega odstavka tega člena lahko katera koli stranka te pogodbe brez razloga odstopi od te pogodbe. V tem primeru mora pogodbeni stranka, ki od nje namerava odstopiti o tem pisno obvestiti nasprotno stranko, in sicer najmanj tri mesece pred nameranim odstopom. Naročnik lahko odstopi od te pogodbe tudi v roku, ki je krajši od treh mesecev, če RS preneha s testiranjem na BSE oz. TSE.

V primeru, da odstopa od pogodbe dobavitelj, je dolžan naročniku zagotoviti dobavo vseh naročenih HerdChek BSE-Scrapie Antigen kitov (IDEXX).

Article 29

The Client shall be free from ordering obligation under this Agreement if circumstances arise, due to which the Client will withdraw from an order under this Agreement. Circumstances that may lead to withdrawal from this Agreement shall be in particular:

- Non-fulfilment of the conditions for the recognition of capabilities in accordance with the Public Procurement Act,
- Termination of operations of the Supplier,
- Use of another method, in so far as it was professionally justified or required by the relevant ministry or under Regulation (EC) No. 999/2001 or its amendments,
- Inadequate compliance with the provisions of this Agreement,
- If the Supplier fails to resolve the complaints related to the delivery of HerdChek BSE-Scrapie Antigen kits (IDEXX),
- If the Supplier fails to comply with the requirements of the Client, agreed in the procedure, and with the provisions of this Agreement.

In the event of withdrawal from this Agreement, the Client shall notify the Supplier about it in writing and within two months before the intended date of withdrawal, except in the case of the first, second and third indent of the first paragraph of this Article, where the Client has the right to immediately withdraw from this Agreement.

If the Client fails to comply with the provisions of this Agreement regarding the payment of ordered HerdChek BSE-Scrapie Antigen kits (IDEXX), the Supplier shall have the right to withdraw from this Agreement, about which they must notify the Client in writing at least three months before the intended date of withdrawal.

Notwithstanding the provision of the first, second and third paragraph of this Article, either party of this Agreement may withdraw from this Agreement without any reason. In this case, the contracting party who intends to withdraw from the Agreement must notify the other party about it in writing at least three months before the intended date of withdrawal. The Client may also withdraw from this Agreement in a period shorter than three months if the Republic of Slovenia ceases testing for BSE or TSE.

If the Supplier withdraws from the Agreement, they shall be obliged to ensure delivery to the Client of all the ordered HerdChek BSE-Scrapie Antigen kits (IDEXX).

VIII. POSLOVNA SKRIVNOST

VIII. TRADE SECRET

30. člen

Podatki iz te pogodbe, kot tudi dokumentacija, ki se nanaša na to pogodbo in njegovo izvajanje, razen podatkov, ki se v skladu z veljavnimi predpisi štejejo za javne, se štejejo za poslovno skrivnost.

Article 30

Information from this Agreement, as well as documentation relating to this Agreement and its implementation, except for the information that is considered to be public in accordance with the applicable rules, shall be considered a trade secret.

IX. PROTIKORUPCIJSKA KLAUZULA IN SOCIALNA KLAUZULA
IX. ANTI-CORRUPTION CLAUSE AND SOCIAL CLAUSE

31. člen

Pogodba, pri kateri kdo v imenu ali na račun druge pogodbene stranke, predstavniku ali posredniku naročnika, organa ali organizacije iz javnega sektorja obljubi, ponudi ali da kakršno koli nedovoljeno korist za:

- pridobitev posla ali
- za sklenitev posla pod ugodnejšimi pogoji ali
- za opustitev dolžnega nadzora nad izvajanjem pogodbenih obveznosti ali
- za drugo ravnanje ali opustitev, s katerim je naročniku, organu ali organizaciji iz javnega sektorja povzročena škoda ali je omogočena pridobitev nedovoljene koristi predstavniku naročnika, organa, posredniku organa ali organizacije iz javnega sektorja, drugi pogodbeni stranki ali njenemu predstavniku, zastopniku, posredniku: *je nična*.

Pogodba preneha veljati, če je naročnik seznanjen, da je sodišče s pravnomočno odločitvijo ugotovilo kršitev obveznosti s strani izvajalca pogodbe o izvedbi javnega naročila ali njegovega podizvajalca ali če je naročnik seznanjen, da je pristojni državni organ pri izvajalcu pogodbe ali njegovem podizvajalcu v času izvajanja pogodbe ugotovil najmanj dve kršitvi v zvezi s plačilom za delo, delovnim časom, počitki, opravljanjem dela na podlagi pogodb civilnega prava kljub obstoju elementov delovnega razmerja ali v zvezi z zaposlovanjem na črno in za kateri mu je bila s pravnomočno odločitvijo ali več pravnomočnimi odločitvami izrečena globa za prekršek.

Article 31

An agreement in which someone acting in the name of or on behalf of the other contracting party, promises, offers or gives any undue advantage to a representative or agent of the Client, authority or organization in the public sector for:

- Obtaining a business deal or
- Concluding a business deal under more favourable conditions or
- The omission of due supervision over the implementation of contractual obligations or
- Any other act or omission which causes damage to the Client, authority or organization in the public sector or which provides undue advantage to the representative of the Client, authority, intermediary of the authority or organization in the public sector, the other contracting party or its representative, agent or intermediary: shall be null and void.

The contract shall be terminated if the Contracting Authority is informed that the competent national authority or court issued a final decision of an infringement of labour, environmental or social legislation by the Vendor or its subcontractor.

X. TRAJANJE POGODBE
X. DURATION OF THE AGREEMENT

32. člen

Ta pogodba stopi v veljavo z dnem podpisa te pogodbe s strani obeh pogodbenih strank, uporablja pa se od 01.09.2020.

Article 32

This Agreement shall enter into force on the date of signature of this Agreement by both contracting parties and shall be applicable from 01.09.2020.

33. člen

Ta pogodba je sklenjena za določen čas, in sicer od datuma podpisa te pogodbe do 01.09.2022.

Article 33

This Agreement shall be concluded for a fixed period, namely from the date of signature of this Agreement until 01.09.2022.

XI. REŠEVANJE SPOROV XI. SETTLEMENT OF DISPUTES

34. člen

Pogodbeni stranki bosta morebitne spore nastale pri izvrševanju te pogodbe reševali sporazumno, v nasprotnem primeru bo o sporu odločalo stvarno pristojno sodišče v Ljubljani, po pravu Republike Slovenije.

Article 34

The contracting parties shall settle any disputes arising from the implementation of this Agreement by common agreement, failing which the dispute shall be decided on by the competent court in Ljubljana, under the law of the Republic of Slovenia.

XII. DRUGE DOLOČBE XII. OTHER PROVISIONS

35. člen

V primeru, da med izvajanjem te pogodbe pride do sprememb v statusu dobavitelja, naročnik sam odloči o morebitnem prenosu na tretjo osebo.

Article 35

If, during the implementation of this Agreement, there occurs a change in the status of the Supplier, the Client may decide on their own on a possible transfer to a third party.

36. člen

Vsaka pogodbeni stranka lahko kadarkoli predlaga spremembe ali dopolnitve te pogodbe, ki se dogovorijo in uredijo pisno v obliki aneksov k tej pogodbi.

Article 36

Either party may, at any time, propose changes or amendments to this Agreement, which are agreed on and arranged for in writing in the form of annexes to this Agreement.

37. člen

Ta pogodba je sestavljena v štirih (4) enakih izvodih, od katerih ima vsak značaj izvirnika in od katerih prejme vsaka pogodbeni stranka po dva (2) izvoda.

Article 37

This Agreement shall be drawn up in four (4) identical copies, each of which has the character of the original and of which each contracting party shall receive two (2) copies.

38. člen

Glede vprašanj, ki jih ta pogodba ne ureja se smiselno uporabljajo določila Obligacijskega zakonika in predpisov, ki urejajo področje predmeta te pogodbe.

Article 38

As regards the issues not regulated by this Agreement, the provisions of the Code of Obligations and the regulations governing the scope of this Agreement shall apply mutatis mutandis.

Številka: _____

_____ dne _____

Number: _____

_____ on _____

Številka: _____

Ljubljana, dne _____

Number: _____

Ljubljana, on _____

Dobavitelj/Supplier

prof. dr. Andrej Kirbiš
dekan/dean
UL Veterinarska fakulteta
Naročnik/Client
