

**ADRIA AIRWAYS d.o.o. - v stečaju**

Zgornji Brnik 130 H, 4210 Brnik - Aerodrom, Slovenija

MŠ: 5156505000

Upravitelj mag. Janez Pustatičnik

Opr. št. St 2704/2019

**Na podlagi pravnomočnega sklepa Okrožnega sodišča v Kranju  
z dne 28. 9. 2022**

**objavlja**

**VABILO ZA JAVNO ZAVEZUJOČE ZBIRANJE PONUDB**

**1. Opis premoženja, ki se prodaja:**

Predmet prodaje je 1 postavka premoženja, ki v naravi predstavlja rezervni del za letala.

*\*Del se lokacijsko nahaja pri vzdrževalnem podjetju v tujini, kot izhaja iz podatkov v tabeli. Izhodiščna cena vsebuje tudi strošek popravila, ki ga je stečajnemu dolžniku sporočilo servisno podjetje iz tujine. Strošek popravila, ki je prikazan v tabeli, bo poravnal/plačal prodajalec (Adria Airways – v stečaju) iz prejete kupnine, direktno vzdrževalnemu podjetju. Stroški popravila so v tabeli navedeni na podlagi prejete informacije s strani vzdrževalnega podjetja. V primeru, da bi vzdrževalno podjetje ta strošek povišalo, si prodajalec (Adria Airways – v stečaju) pridržuje pravico, da od prodaje odstopi. Kupec bo dolžan pokriti vse morebitne dodatne stroške servisnega podjetja, ki jih do oddaje oglasa prodajalec ni prejel.*

**2. Izhodiščna cena za premoženje iz 1. točke:**

Izhodiščna cena za premoženja stečajnega dolžnika iz točke 1 znaša:

**2.249,00 EUR**

*\*Na ponujeno ceno se obračuna še ustrezen davek, stroški prenosa lastništva in vsi morebitni drugi stroški, ki bremenijo kupca. Stroški odvoza, popravila in hrambe ter vsi ostali stroški bremenijo kupca.*

**3. Znesek varščine in številka transakcijskega računa stečajnega dolžnika, v dobro katerega mora dražitelj ta znesek plačati:**

Ponudniki morajo najkasneje do poteka roka za oddajo ponudb vplačati varščino na transakcijski račun stečajnega dolžnika št. **SI56 6100 0002 3039 108**, odprt pri Delavski Hranilnici d.d., Ljubljana, z navedbo "**plačilo varščine – rezervni deli 2**" v naslednji višini:

**225,00 EUR**

Postopka zbiranja ponudb se lahko udeleži le tisti, ki je plačal varščino in to dokaže s pisnim dokazilom o plačilu. Vplačana varščina ponudniku, ki uspe in sklene pogodbo skladno s 6. odstavkom 333. člena ZFPPIPP velja kot plačilo are v znamenje sklenitve prodajne pogodbe. Ostalim ponudnikom se znesek plačane varščine vrne najkasneje v treh delovnih dneh po poteku roka za izjavo upravitelja o izbiri ponudnika.

#### **4. Drugi pogoji prodaje skladno s 337. do 343. členom ZFPPIPP:**

- i. Ponudniki morajo v pisni ponudbi navesti naslednje podatke (**priporočljiva uporaba predloge za ponudbo se nahaja v prilogi**): svoje ime oziroma naziv, naslov in davčno številko, predmet oziroma sklop za katerega podajajo ponudbo, ponujeno ceno brez davščin (navedeno s številko, v EUR) in rok plačila kupnine ter potrdilo o plačilu varščine in številko TRR za morebitno vračilo varščine, skladno s pogoji razpisa. Prav tako morajo v ponudbi navesti kontaktne podatke (telefon oz. elektronski naslov).
- ii. Pri izbiri bodo upoštevane samo popolne in pravočasne ponudbe. Ponudbe, ki bodo nižje od izhodiščne cene iz 2. točke, v postopku ne bodo upoštevane.
- iii. Kupec ne more biti oseba, s katero skladno z določili 337. člena ZFPPIPP ni možno skleniti pogodbe. Pisno izjavo, da ni ovir za sklenitev pogodbe iz 1. odstavka 337. člena ZFPPIPP mora kupec predložiti pred sklenitvijo pogodbe.
- iv. V primeru, da več ponudnikov ponudi isto ponujeno ceno, bo izbran tisti, ki ponudi krajši plačilni rok.
- v. Kupec mora v znamenje sklenitve prodajne pogodbe plačati aro. Skladno s 6. odstavkom 333. člena ZFPPIPP plačilo varščine kupca, ki sklene prodajno pogodbo, velja za plačilo are v znamenje sklenitve te prodajne pogodbe.
- vi. Upravitelj bo ponudniku, ki bo uspel v postopku javnega zbiranja ponudb, v roku 15 dni po poteku roka za oddajo ponudb, poslal besedilo pogodbe s pozivom, da ga v 3 delovnih dneh po prejemu podpisanega vrne. Če ponudnik, ki je uspel v postopku javnega zbiranja ponudb v navedenem roku ne vrne podpisanega izvoda pogodbe, mora stečajnemu dolžniku plačati pogodbeno kazen za neizpolnitev obveznosti skleniti prodajno pogodbo v znesku, ki je enak znesku varščine.
- vii. Rok za plačilo kupnine ne bo daljši od ENEGA meseca od sklenitve pogodbe.
- viii. Kupec mora poravnati celotno kupnino in vse morebitne dodatne stroške servisnega podjetja, ki jih do oddaje oglasa prodajalec ni prejel. Prodajalec po prejeti kupnini poravna stroške popravila servisnemu podjetju. Kupec postane lastnik premoženja po izpolnitvi vseh zgoraj navedenih pogojev.
- ix. Prodaja premoženja poteka po načelu »VIDENO-KUPLJENO«, kasnejše uveljavljanje zahtevkov zaradi napak ni možno. Stečajni dolžnik ne odgovarja za stvarne napake premoženja, ki je predmet prodaje.
- x. Z oddajo ponudbo se šteje, da je kupec seznanjen s predmetom prodaje, delovanjem le tega, z morebitnimi napakami/poškodbami, omejitvami, količinskim stanjem ter ostalimi relevantnimi podatki. Pritožbe zoper zgoraj navedeno ne bodo upoštevane. Vsi podatki iz seznama so povzeti iz računovodske dokumentacije in popisov, zato so zaradi večjega obsega v naravi možna odstopanja dejanskega stanja od izvedenega popisa, za katero stečajni dolžnik ne odgovarja. Potencialni kupci si lahko predmete javne prodaje ogledajo pred prodajo, zato kakršnekoli reklamacije v zvezi z nepoznavanjem predmetov ali odstopanjem ne bodo upoštevane.
- xi. Kupec je dolžan na lastne stroške predmete prodaje odpeljati v roku 15 dni po pozivu upravitelja k prevzemu. V primeru, da kupec ne odpelje predmetov prodaje ga bremenijo vsi morebitni stroški skladiščenja.
- xii. Kupec se je prav tako dolžan seznaniti z razpoložljivo dokumentacijo/certifikati, veljavnostjo rezervnih delov ipd.
- xiii. Cena je neto in ne vsebuje davščin ter stroškov sestave pogodbe, ki bo obračunana po veljavni odvetniški tarifi.

#### **5. Rok za oddajo ponudb:**

Rok za oddajo ponudb je **28.11.2022 (datum odpošiljanja pošte)**, ponudbe se pošljejo **s priporočeno pošto**, v zapečateni ovojnici z oznako »**ADRIA AIRWAYS d.o.o. – v stečaju-REZERVNI DELI 2 – NE ODPIRAJ**« na naslov stečajnega dolžnika:

**ADRIA AIRWAYS d.o.o. - v stečaju, Zgornji Brnik 130 H, 4210 Brnik - Aerodrom, Slovenija**

**6. Mesto, na katerem si je mogoče ogledati premoženje, ki se prodaja, in čas, v katerem je mogoče opraviti ogled:**

**V primeru izrednih razmer v državi, ki bi bile posledica zaradi širjenja Koronavirusa (SARS-CoV-2) vse zainteresirane obveščam, da fizični vpogled v dokumentacijo in premoženja v takšnem primeru NE BO MOGOČ. V tem primeru se bo nato tudi rok za oddajo ponudb podaljšal.**

Ogled premoženja in drugo dokumentacijo povezano s prodajo premoženja stečajnega dolžnika ter pridobitev vseh ostalih informacij glede postopka prodaje je možen po predhodnem dogovoru s sodelavci upravitelja pisno na naslov stečajnega dolžnika, elektronske pošte na vse elektronske naslove hkrati: [auction@adriaastecaj.si](mailto:auction@adriaastecaj.si), [ana.miler@adriaastecaj.si](mailto:ana.miler@adriaastecaj.si), [insolvia@gmail.com](mailto:insolvia@gmail.com) in [iztok.novak@adriaastecaj.si](mailto:iztok.novak@adriaastecaj.si), ki je dosegljiv na telefonski številki +386 4 259 42 56 predvidoma med 9. in 12. uro UTC.

**7. Rok, do katerega bodo ponudniki obveščeni o izidu javnega zbiranja ponudb:**

Upravitelj bo vse ponudnike obvestil o izidu javnega zbiranja ponudb v roku 15 dni po poteku roka za oddajo ponudb (datum pošiljanja pošte).

S spoštovanjem,

**Upravitelj**  
mag. Janez Pustatičnik

**Priloge:**

1. Informativno obvestilo o zbiranju ponudb v angleškem jeziku (Merodajna so določila razpisa VABILA v slovenskem jeziku!)
2. Tabela
3. Predloga ponudbe za odkup premoženja

**ADRIA AIRWAYS d.o.o. - v stečajju**

Zgornji Brnik 130 H, 4210 Brnik - Aerodrom, Slovenija

MŠ: 5156505000

Upravitelj mag. Janez Pustatičnik

Opr. št. St 2704/2019

**On the basis of the final decision of the District Court of Kranj  
dated 28/9/2022**

**hereby publishes the following**

**INVITATION FOR A BINDING CALL FOR TENDERS**

**1. Description of the assets to be sold:**

The subject of sale is 1 item of property, which in nature represents a spare part for aircraft.

*\*The part is held by a maintenance company in foreign country, as shown in the table. The opening price includes the repair cost communicated to the debtor in bankruptcy by the servicing company in foreign country. Cost of repair, shown in the file, will be covered/paid from the seller (Adria Airways – in bankruptcy) out of income, directly to the maintenance company. Cost is listed in accordance with information received from the maintenance company. In case, that maintenance company will raise these costs, reserves the seller (Adria Airways - in bankruptcy), the right to withdraw from the sale. The purchaser will be required to cover any additional costs of the servicing company that the seller did not receive until the submission of the ad.*

**2. Opening price of the assets referred to in point 1:**

The opening price of the assets of the debtor in bankruptcy from point 1 are:

**2,249.00 EUR**

*\*The offered price is subject to the appropriate tax, ownership transfer costs and any other costs payable by the purchaser. The costs of transport, repair and storage and all other costs are payable by the purchaser.*

**3. The amount of security and the number of the transaction account of the debtor in bankruptcy, to the credit of which the auctioneer shall pay such amount:**

Bidders must, by the expiry of the time limit for submission of offers at the latest, pay the security into the transaction account of the debtor in bankruptcy IBAN No. **SI56 6100 0002 3039 108**, held with Delavska Hranilnica d.d., Ljubljana, SWIFT CODE / BIC: HDELSI22 with the indication **"the payment of security – spare parts 2 Item X" in the following amount:**

**225.00 EUR**

The procedure for the call for tenders may only be attended by those who have paid the security and provide written proof of payment. If the bidder is successful in the procedure for the call for tenders and concludes a sales contract pursuant to paragraph six of Article 333 of the ZFPPIPP, the payment of security shall be considered as depositing earnest money as an indication of the conclusion of such

a sales contract. The paid security shall be returned to the other bidders no later than within three working days after the expiry of the time limit for the receiver to submit a statement on the selection of the bidder.

#### **4. Other conditions of sale pursuant to Articles 337 to 343 of the ZFPPIPP:**

- i. Bidders must include the following details in their written offers (the recommended offer template is in the attachment): their name or business name, address and tax number, the object or lot for which they are submitting the offer, their offered price exclusive of any fiscal charges (indicated by number, in EUR), the deadline for payment of the purchase price and proof of payment of the security, and their bank account number for the potential repayment of the security, in accordance with the terms of the tender. The offer must also contain their contact details (telephone or email address).
- ii. Only complete and timely offers will be considered in the selection. Offers lower than the opening price from point 2 will not be considered in the procedure.
- iii. The purchaser cannot be a person with whom the contract shall not be concluded pursuant to the provisions of Article 337 of the ZFPPIPP. The purchaser must, prior to concluding the contract, provide a written statement that no obstacle exists to concluding the contract referred to in paragraph one of Article 337 of the ZFPPIPP.
- iv. If more than one bidder offers the same price, the one offering the shortest deadline for payment will be chosen.
- v. The purchaser must, as an indication of concluding the contract, deposit the earnest money. Pursuant to paragraph six of Article 333 of the ZFPPIPP, the payment of security by the purchaser who concludes a sales contract shall be considered as depositing earnest money as the indication of the conclusion of such a sales contract.
- vi. The receiver shall provide the bidder who succeeded in the procedure for the public call for tenders with the wording of the contract within 15 days following the expiry of the time limit for the submission of offers, and call on them to provide the receiver with a signed copy of the contract within three working days following the receipt. If the bidder who succeeded in the procedure for the public call for tenders does not provide the receiver with a signed copy of the contract within the specified time limit, they shall pay to the debtor in bankruptcy a penalty for the non-fulfilment of the obligation to conclude the sales contract in the amount equal to the amount of the security.
- vii. The time limit for the payment of the purchase price shall not be longer than ONE month from the conclusion of the contract.
- viii. The purchaser shall cover the whole purchase price and any additional costs of the servicing company that the seller did not receive until the submission of the ad. The seller shall settle the costs of repair to the servicing company upon receipt of the purchase price. The purchaser shall become the owner of the assets when all of the above conditions have been met.
- ix. The assets are being sold under the principle of "as-is" and any subsequent claims due to defects will not be possible. The debtor in bankruptcy shall not be responsible for factual defects in the assets that are the subject of sale.
- x. By submitting an offer, the purchaser shall be deemed familiar with the subject of sale, its functioning, any defects/damage, restrictions, quantities and other relevant details. Complaints concerning the above-mentioned will not be considered. All data from the list is taken from accounting documentation and inventories, which means that due to the large scope, the actual state of the facts may deviate from the conducted inventory, for which the debtor in bankruptcy is not responsible. Potential purchasers can examine the subjects of public sale before the sale, which is why any complaints relating to unfamiliarity with the objects or deviations will not be considered.
- xi. The purchaser is obligated to transport the subjects of sale at their own expense within 15 days from the receiver's invitation to collect them. If the purchaser fails to transport the subjects of sale, they shall be charged for all storage costs.

- xii. Furthermore, the purchaser is obligated to familiarise themselves with any available documentation/certificates, validity of spare parts, etc.
- xiii. The price is net and exclusive of any fiscal charges and costs of drawing up the contract, which shall be charged according to the applicable attorney tariff.

## **5. Time limit for the submission of offers:**

The time limit for the submission of offers is **28/11/2022 (date of dispatch of the mail)** whereby all offers must be sent *by registered mail* in a sealed envelope marked "**ADRIA AIRWAYS d.o.o. - in bankruptcy - SPARE PARTS 2 – DO NOT OPEN**" to the address of the debtor in bankruptcy:

***ADRIA AIRWAYS d.o.o. - v stečaju, Zgornji Brnik 130 H, 4210 Brnik - Aerodrom, Slovenija***

## **6. The place where the assets to be sold may be examined, and the time when such examination is possible:**

**I would like to inform all interested parties that physical access to the documentation and the assets WILL NOT BE POSSIBLE in the event of an emergency situation in the country resulting from the spread of the coronavirus (SARS-CoV-2). If this happens, the time limit for the submission of offers will be extended.**

Examining the assets and other documentation related to the sale of the assets of the debtor in bankruptcy and obtaining any other information regarding the sale procedure is possible by prior arrangement with the receiver's associates by written notice to the address of the debtor in bankruptcy and by email to all of the following addresses simultaneously: [auktion@adriaastecaj.si](mailto:auktion@adriaastecaj.si), [ana.miler@adriaastecaj.si](mailto:ana.miler@adriaastecaj.si), [insolvvia@gmail.com](mailto:insolvvia@gmail.com) and [iztok.novak@adriaastecaj.si](mailto:iztok.novak@adriaastecaj.si), who is available at +386 4 259 42 56, most likely between 9 and 12 a.m. UTC.

## **7. Time limit by which the bidders shall be informed of the result of the public call for tenders:**

The receiver shall inform all bidders of the result of the public call for tenders within 15 days following the expiry of the time limit for the submission of offers (date of dispatch of the mail).

Yours faithfully,

**Receiver**  
mag. Janez Pustatičnik

### **Attachments:**

1. Information notice on the call for tenders in English (only the provisions of the INVITATION to tender in Slovenian are authoritative!)
2. 2 tables of items
3. Offer template for purchasing assets

**Priloga št. 2 / Attachment no. 2**

Tabela 1 / Table 1:

ZAP.ŠT. / POS.No.	LOKACIJA (podjetje, država) / LOCATION (company, state)	Primerno za / Suitable for	KOMERCIALNA OZNAKA / PN	KOMERCIALNI OPIS / DESCRIPTION	KOL. / QTY	SERIJSKA ŠTEVILKA / SN	STANJE / CONDITION	Strošek popravlila v / Costs of repair in EUR	Izhodiščna cena v / Opening price in EUR	Vrednost varščine (10%) v / Value of security deposit (10%) in EUR
1963	SABENA, France	AIRBUS	980-4700-003	RECORDER FLIGHT DATA SOLI	1	442	SVC	1.840	2.249	225
<b>SKUPAJ / TOTAL EUR</b>								<b>1.840</b>	<b>2.249</b>	<b>225</b>

# PONUDBA ZA NAKUP PREMOŽENJA

Stečajni postopek St 2704/2019  
**ADRIA AIRWAYS d.o.o. - v stečaju**  
Zgornji Brnik 130 H, 4210 Brnik - Aerodrom

## 1. PONUDNIK

Družba oz. ime in priimek:	
Naslov:	
Matična številka oz EMŠO:	
Davčna številka:	
Zavezanec za DDV:	DA NE
Številka TRR:	
Zakoniti zastopnik:	
Kontaktna oseba:	
Elektronski naslov:	
Telefonska številka:	

## 2. PREDMET PONUDBE (kot izhaja iz 2. točke vabila k dajanju ponudb)

Predmet ponudbe je naslednje premoženje stečajnega dolžnika:

### 1 postavka premoženja, ki v naravi predstavlja rezervni del za letala.

ZAP.ŠT. / POS.No.	KOMERCIALNA OZNAKA / PN	KOL. / QTY	SERIJSKA ŠTEVILKA / SN	Ponujena cena v EUR / Offered purchase price (in EUR excl. VAT)	Rok plačila, v dnevih po podpisu pogodbe / Deadline for payment in days following signature of contract
1963	980-4700-003	1	442		

## 3. PONUDNIK S PODPISOM IZJAVLJAM, DA:

- sem podrobno proučil vabilo in da se v celoti strinjam s pogoji iz vabila;
- so vsi podatki v tej ponudbi resnični;
- ponudba velja najmanj še petnajst (15) dni po poteku roka za oddajo ponudb;
- se odpovedujem uveljavljanju kakršnihkoli zahtevkov iz naslova stroškov ali škode, če pogodba ne bo sklenjena s ponudnikom;
- ni ovir za sklenitev pogodbe s stečajnim dolžnikom, določenih v 1. odstavku 337. člena ZFPPIPP<sup>1</sup>

Kraj in datum:

Podpis ponudnika

<sup>1</sup> **1. odstavek 337. člena ZFPPIPP:** Stečajni dolžnik ne sme skleniti pogodbe o prodaji svojega premoženja z: (1.) osebo, ki je v zadnjih dveh letih pred uvedbo stečajnega postopka opravljala funkcijo člana poslovodstva ali organa nadzora ali funkcijo prokurista v insolventnem dolžniku, (2.) stečajnim upraviteljem ali sodnikom, ki vodi postopek, (3.) družbenikom, katerega delež v kapitalu stečajnega dolžnika je večji od 10 odstotkov, (4.) osebo, ki ima v razmerju do osebe iz 1., 2. ali 3. točke tega odstavka položaj ožje povezane osebe, (5.) pravno osebo, v kapitalu katere ima oseba iz 1. do 4. točke tega odstavka delež, večji od 50 odstotkov.



# OFFER FOR THE PURCHASE OF ASSETS

Bankruptcy proceedings St 2704/2019  
**ADRIA AIRWAYS d.o.o. - in bankruptcy**  
Zgornji Brnik 130 H, 4210 Brnik - Aerodrom

## 1. BIDDER

Company or name and surname:	
Address:	
Registration number or personal identification number:	
Tax number:	
Person registered for VAT:	YES NO
Bank acc. No.:	
Legal representative:	
Contact person:	
Email address:	
Telephone number:	

## 2. SUBJECT OF THE OFFER (as shown under point 2 of the invitation to make offers)

The subject of the offer is the following assets of the debtor in bankruptcy:

### 1 asset item, which include aircraft spare part.

ZAP.ŠT. / POS.No.	KOMERCIALNA OZNAKA / PN	KOL. / QTY	SERIJSKA ŠTEVILKA / SN	Ponujena cena v EUR / Offered purchase price (in EUR excl. VAT)	Rok plačila, v dnevih po podpisu pogodbe / Deadline for payment in days following signature of contract
1963	980-4700-003	1	442		

## 3. BY SIGNING THIS DOCUMENT, I, THE BIDDER, DECLARE THAT:

- I have reviewed the Invitation in detail and I fully agree with the terms of the Invitation;
- all data indicated in this offer is true;
- the offer is valid for a minimum of fifteen (15) days following the expiry of the time limit for the submission of offers;
- I waive my right to enforce any claims for any costs or damages if the contract is not concluded with the bidder;
- no obstacle under paragraph one of Article 337 of the ZFPPIPP exists to concluding the contract with the debtor in bankruptcy.<sup>1</sup>

Place and date:

Bidder's signature:

<sup>1</sup> **Paragraph one of Article 337 of the ZFPPIPP:** The debtor in bankruptcy shall not conclude a contract on the sale of assets with: (1) a person who has, in the last two years prior to the initiation of the bankruptcy proceedings, performed the function of a member of the management or supervisory body, or a function of the holder of procurator of the insolvent debtor, (2) a bankruptcy receiver or judge conducting the procedure, (3) a shareholder the shareholding of whom in the capital of the debtor in bankruptcy is greater than 10 per cent, (4) a person who holds in relation to the person referred to in points 1, 2 or 3 of this paragraph the position of a closely related person, (5) a legal person in the capital of which the person referred to in points 1 to 4 of this paragraph holds a shareholding greater than 50 per cent.