

PLINOVODI d.o.o.
Cesta Ljubljanske brigade 11b
1000 Ljubljana

Date: 3th November 2025

Tender documentation for the award of a public procurement contract:

Maintenance and upgrades of Willowglen SCADA system for a period of three years

by negotiated procedure with prior publication of a contract notice

Public Procurement Number: **P/JN/06/2025/TS-ST**

November 2025

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1. INVITATION TO TENDER AND INSTRUCTIONS FOR TENDERING

In accordance with the provisions of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15, Official Gazette of the European Union, No. 307/15, 337/17, Official Gazette of the Republic of Slovenia, No. 14/18, 69/19 - Composition US, Official Journal of the European Union, No. 279/19, Official Gazette of the Republic of Slovenia, No. 49/20 - ZIUZEOP, 80/20 - ZIUOOPE, 152/20 - ZZUOOP, 175/20 - ZIUOPDVE, 15/21 - ZDUOP, 112/21 - ZNUPZ, 206/21 - ZDUPŠOP, 121/21, Official Journal of the European Union, No. 398/21, Official Gazette of the Republic of Slovenia, No. 10/22, 74/22 - Composition US, 100/22 - ZNUZSZS, 141/22 - ZNUNBZ, 158/22 - ZNPOVCE, 28/23, 88/23 - ZOPNN-F, 95/23 - ZIUOPZP, 131/23 - ZORZFS; hereinafter referred to as: the "ZJN-3"), the company PLINOVODI d.o.o. (hereinafter referred to as: the "Contracting Authority") invites the Candidate/Tenderer to submit his written Tender in accordance with this Invitation and Instructions for Tendering.

The Tenderer shall, based on the subject of the public procurement, fulfil and comply with all provisions defined by the legislation in force as regards the subject of the public procurement.

The Tenderer can be a legal or natural person registered to carry out the activity that is the subject of the public procurement and meets all the conditions for performing the public procurement. The Tenderer can also be a consortium of legal or natural persons that collectively meet the conditions for performing the public procurement.

This document is an unofficial, non-binding translation to English. In the event of any discrepancies or disputes, the original Slovene version of the tender documentation shall prevail and shall be used for interpretation.

2. GENERAL

2.1 Contracting Authority

Company name	PLINOVODI, Družba za upravljanje s prenosnim sistemom, d.o.o.
Short name	PLINOVODI d.o.o.
Address	Cesta Ljubljanske brigade 11b, PO box 3720, 1001 Ljubljana, Slovenia
Registration number	1954288000
VAT ID number	SI31378285

2.2 Tenderer's details (data to be provided by the Tenderer)

COMPANY OR TITLE OF THE TENDERER:		
Address:		
Registration number:		
VAT ID number:		
Is the Tenderer a micro, small or medium-sized company (SME):		
YES		NO
Current account number; open at (Bank's name):		
Telephone:		
E-mail address:		
Mobile phone:		
Person authorised for interpretation of the Contract and Tender Documentation:		
Person authorised for signing of the Contract:		

Done in [place] _____, on [date] _____

(Signature of the Tenderer)

- 2.3 The subject of the public procurement is the Maintenance and upgrades of Willowglen SCADA system for a period of three years.

To ensure the reliable operation of the SCADA system, it is necessary to establish its maintenance with continuous contractor availability (24/7). This contract includes the maintenance of the system at both the primary and backup locations and includes the maintenance of all process computers (SCADA system servers and workstations), the operating system and database, as well as the TouchLynx and WillowLynx software (including software licenses), Remote Terminal Units at measuring and control stations (RTUs), and communication between RTUs and peripheral field equipment. The maintenance must include the resolution of even the most complex faults, the implementation of improvements, and minor upgrades to the existing system. Secure communication connections via VPN channels and a PAM system will be established with the Tenderer to enable remote fault resolution.

This public procurement also includes the service of installing software on new servers. Due to new information security requirements, network segmentation within the process network will also be necessary.

The contract is concluded for a period of three years and is divided into two (2) lots, where Lot 1 covers the maintenance of the SCADA system, and Lot 2 covers upgrades to the SCADA system.

The payment term is 30 days from the date of receipt of the invoice.

The tender must remain valid for 90 days from the date specified for the submission of tenders.

The warranty period for each installation of new updates or new functionalities is at least 12 months from the date of signing the take over report of successful completion of the respective installation of the new update or functionality.

The tenderer's average annual general turnover for the three business years (2022, 2023, and 2024) must exceed 500,000.00 EUR.

- 2.4 Public procurement procedure:

The Contracting Authority will conduct the public procurement procedure through a negotiated procedure with prior publication in accordance with Article 45 of the Public Procurement Act (ZJN-3).

In the first phase, tenderers shall submit their applications in accordance with the requirements of the tender documentation. After reviewing the applications, the Contracting Authority will publish the document "**Decision on Recognition of Capability**" on the public procurement portal, through which the Contracting Authority will recognize the capability of tenderers who have submitted an admissible application (in accordance with point 29 of the first paragraph of Article 2 of ZJN-3) or will not recognize the capability of tenderers who have not submitted an admissible application.

Following the finality of the "Decision on Recognition of Capability" the Contracting Authority will, in the second phase, invite tenderers via the e-JN information system to submit the tender form (APPENDIX 10). In the second phase, the Contracting Authority will technically define the scope of the contract subject for "Maintenance and Upgrades of the SCADA System over a Three-Year Period" (APPENDIX 10).

Tenderers, in accordance with the invitation and received documentation, shall submit the tender documentation, which will include the commercial part of the tender with the completed tender form.

After reviewing the received tender form (APPENDIX 10) and other tender documentation, the Contracting Authority will invite Tenderers via the e-JN information system to participate in negotiations.

The Contracting Authority will conduct negotiations through the e-JN information system, live at the Contracting Authority's premises, or via the MS Teams application, with one or more rounds of negotiations. The Contracting Authority will announce the final round of negotiations. During the negotiation phase, the Contracting Authority reserves the right to optimize the technical description or work specifications and/or to decide not to award certain works. Tenderers may, during negotiations, offer discounts on individual items and/or on the total offer value.

After completing the verification and evaluation of offers, the Contracting Authority will publish the document "**Decision on Contract Award**" on the public procurement portal.

2.5 Deadline and manner of submission of the Tender:

Tenderers must submit their applications/offers through the e-JN information system at the web address <https://ejn.gov.si>, in accordance with point 3 of the document Instructions for using the e-JN Information System for the Functionality of Electronic Submission of Offers: TENDERERS (hereinafter: Instructions for Using e-JN), which is part of this tender documentation and published at the web address <https://ejn.gov.si>.

The tenderer must register at the web address <https://ejn.gov.si> before submitting an application, in accordance with the Instructions for Using e-JN. If the tenderer is already registered in the e-JN information system, they can log into the application at the same address. The tenderer's user, who is authorized in the e-JN information system to submit applications/offers, submits the application/offer by clicking the "Submit" button. The e-JN information system records the identity of the user and the time of submission of the application/offer. By submitting the application/offer, the user expresses and declares, on behalf of the tenderer, their intent to submit a binding application/offer (Article 18 of the Obligations Code). Once submitted, the application/offer is binding for the period specified in the application/offer, unless the tenderer's user withdraws or amends it before the deadline for submission of applications/offers.

An application is considered to have been submitted on time if it is received by the Contracting Authority through the e-JN system at <https://ejn.gov.si> no later than 8th December 2025 at 9.00 AM. An application is deemed submitted when it is marked with the status "SUBMITTED" in the e-JN information system.

The tenderer may withdraw or amend their application/offer before the deadline for submission of applications. If the tenderer withdraws their application/offer in the e-JN information system, it is considered not to have been submitted, and the Contracting Authority will not see it in the e-JN system. If the tenderer amends their application/offer in the e-JN information system, the Contracting Authority will have access to the latest submitted application/offer in the system. After the deadline for submission of applications, it will no longer be possible to submit applications/offers.

The opening of applications will take place on 8th December 2025 at 10:00 AM. The opening of applications will be conducted automatically in the e-JN information system.

2.6 Tenderers may request additional clarifications regarding the tender documentation no later than 2nd December 2025 at 9:00 AM. The Contracting Authority will provide a written response as soon as possible, but no later than 4th December 2025 at 3:00 PM, via the public procurement portal. The Contracting Authority will only respond to questions submitted on time.

Only requests for additional clarifications submitted to the Contracting Authority through the public procurement portal will be considered. Tenderers will not be personally notified of clarifications, changes, or supplements to the tender documentation. Tenderers are solely responsible for monitoring the public procurement portal www.enarocanje.si, where the Contracting Authority will publish answers to questions and additional clarifications.

The Contracting Authority may, in accordance with Article 67 of the Public Procurement Act (ZJN-3), amend or supplement the tender documentation. Such amendments and supplements will generally be issued in the form of addition to the tender documentation. Each addition to the tender documentation becomes an integral part of the tender documentation. Questions and answers published on the public procurement portal are also considered part of the tender documentation.

3. **SELECTION CRITERIA:**

The criterion for selection is the most economically advantageous tender (first paragraph of Article 84 of ZJN-3). The most economically advantageous tender is the offer that provides the lowest total value. In the offer collection phase, the Contracting Authority will award the contract to the tenderer who submits the lowest total value for both lots.

4. **CONDITIONS**

This Tender documentation shall be duly completed and supplemented with all the required documents. The Tender must include all listed evidence and documents.

4.1 The Tenderer must complete the required information on page 3 of this tender documentation (2.2 Information about the Tenderer (to be filled in by the tenderer)) and meet all the requirements listed on page 4 (2.3 Subject of the Public Procurement).

- 4.2 The tenderer must, based on the subject of the public procurement, be registered or meet the conditions for carrying out the activity that is the subject of the public procurement. **(APPENDIX 1)**

The tenderer must, when performing public procurements, comply with the applicable obligations in the field of environmental, social, and labour law, as defined in European Union law, or in the regulations applicable in the Republic of Slovenia, collective agreements, or international environmental, social, and labour law regulations.

The tenderer must meet the conditions from:

- the first paragraph of Article 75 of ZJN-3,
- the second paragraph of Article 75 of ZJN-3,
- the fourth paragraph of Article 75 of ZJN-3, and
- point b of the sixth paragraph of Article 75 of ZJN-3.

Proof:

- the tenderer must complete and sign a statement confirming that it meets the required conditions and submit the completed ESPD form for all economic operators in the application. The ESPD form is available on the website under the subject public procurement notice.

- 4.3 The tenderer must, in accordance with Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11 - official consolidated text, 158/20, 3/22 - ZDeb, 16/23 - ZZPri; hereinafter: ZIntPK), submit a statement or information regarding the participation of natural and legal persons in the ownership of the tenderer, including the participation of silent partners, as well as information about economic entities that are considered related companies to the tenderer under the provisions of the law governing companies.

The Contracting Authority is obliged, upon request, to submit the statement or information to the Commission for the Prevention of Corruption. If the tenderer submits a false statement or provides inaccurate information regarding the aforementioned facts, this will result in the nullity of the contract. **(APPENDIX 2)**

Proof:

- A statement, made under criminal and pecuniary liability, on the fulfilment of that condition.

- 4.4 The Contracting Authority, in accordance with the first paragraph of Article 1h of Council Decision (CFSP) 2022/578 of 8 April 2022 amending Decision 2014/512/CFSP concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, will exclude from the public procurement procedure any tenderer and/or partner if it is established that they:

- are a Russian national or a natural or legal person, entity, or body established in Russia,
- are a legal person, entity, or body in which more than 50% of the ownership, directly or indirectly, is held by an entity referred to in the previous point, or
- are a natural or legal person, entity, or body acting on behalf or under the instructions of entities referred to in the previous two points.

The same applies to subcontractors or entities whose capacities the tenderer relies upon, if the value of their construction works, services, or supplies exceeds 10% of the contract value. **(APPENDIX 3)**

Proof:

- A statement, given under criminal and material liability, confirming compliance with the aforementioned condition.

4.5 Technical Requirements Related to the Subject of the Procurement (**APPENDIX 4**):

The tenderer must have:

- Ownership of the source code for the SCADA system manufactured by Willowglen (versions WillowLynx 5.2 and TouchLynx Pro 5.2), or authorization from Willowglen to maintain their SCADA system and peripheral devices.
- Access and permission to modify the source code of integrations and modules of the SCADA system developed by Willowglen for the Contracting Authority Plinovodi.
- Access to the source code of the peripheral device RTU6900, developed by the manufacturer Willowglen, and all integrations/modules developed for the Contracting Authority Plinovodi.
- An established test system for Willowglen's SCADA solution at the tenderer's location. The system must be identical to the one installed at the Contracting Authority Plinovodi (WillowLynx 5.2 software and integrations/modules developed for Plinovodi, TouchLynx Pro 5.2, and the peripheral device RTU6900).
- Authorization from the manufacturer Willowglen for the sale of spare parts for Willowglen RTU6900 peripheral devices, if the tenderer is not the manufacturer of the Willowglen SCADA system (WillowLynx product).
- Authorization from the manufacturer Willowglen confirming the tenderer's qualification to maintain Willowglen RTU6900 peripheral devices, if the tenderer is not the manufacturer of the Willowglen SCADA system (WillowLynx product).
- 5 years of experience in configuring Oracle StorageTek SL 150 cartridge units.
- At least 2 engineers authorized by the SCADA system manufacturer Willowglen to maintain their SCADA system and Willowglen RTU devices, each with at least 2 years of work experience in maintaining Willowglen's SCADA system.

Proof:

- The tenderer must provide evidences of meeting the conditions.
- The tenderer must complete and sign a statement confirming compliance with the required conditions.

4.6 The tenderer may assign part of the public procurement to subcontractors. An application involving subcontractors is one in which the tenderer collaborates with subcontractors. A subcontractor is an entity that, on behalf of the contractor who will enter into a contract with the Contracting Authority for the execution of the public procurement and if such an application/offer is selected, performs services directly related to the subject of the public procurement. The tenderer/contractor is fully responsible for the execution of the awarded contract and for the work of subcontractors, regardless of the number of subcontractors.

If the tenderer uses the capacities of subcontractors to meet the conditions of the tender documentation, the application must:

- Specify the subcontractors and the specific subcontractor capacities that the tenderer will use to meet the conditions of the tender documentation,
- Provide the contact details and legal representatives of the proposed subcontractors,
- Include the subcontractor's request for direct payment, if required by the subcontractor,
- Submit completed ESPD forms for these subcontractors in accordance with Article 79 of ZJN-3.

The main contractor must, during the execution of the public procurement, inform the Contracting Authority of any changes to the information from the previous paragraph and provide information about new subcontractors it intends to subsequently involve in the execution, no later than five days after the change. When involving new subcontractors, the main contractor must, along with the notification, provide the information and documents specified in all three points of the previous paragraph.

The Contracting Authority will reject any subcontractor if there are grounds for exclusion as specified in points 4.2 and 4.3 of this tender documentation. The Contracting Authority may also reject a proposal to replace a subcontractor or include a new subcontractor if this could affect the smooth execution or completion of the works, or if the new subcontractor does not meet the conditions set by the Contracting Authority in the tender documentation. The Contracting Authority must notify the main contractor of any rejection of a new subcontractor no later than ten days from receipt of the proposal.

If a subcontractor requests direct payment, it is considered mandatory in accordance with ZJN-3, and this obligation binds both the Contracting Authority and the main contractor.

When the tenderer/contractor intends to execute the public procurement with a subcontractor requesting direct payment, the following must be done:

- The main contractor must, in the contract, authorize the Contracting Authority to make direct payments to the subcontractor based on an invoice or situation confirmed by the main contractor,
- The subcontractor must provide consent allowing the Contracting Authority to settle the subcontractor's claim against the contractor on behalf of the contractor,
- The main contractor must attach the subcontractor's invoice or situation, which it has previously confirmed, to its own invoice or situation.

If direct payment to the subcontractor is not mandatory, the Contracting Authority will require the main contractor to submit, no later than 60 days from the payment of the final invoice or situation, a written statement from the main contractor and a written statement from the subcontractor confirming that the subcontractor has received payment for the services directly related to the subject of the public procurement.

The tenderer must complete and sign a statement if it engages subcontractors to meet the conditions of the tender documentation. **(APPENDIX 5)**

Note: A tenderer that will not perform the contractual works with subcontractors is not required to submit APPENDIX 5 as part of the tender documentation. A tenderer that will perform the contractual works with subcontractors must specify the detailed division of works and the value of the works to be performed by each subcontractor in Phase II of the procurement when submitting the offer, upon receipt of the tender form.

- 4.7 In the event that a group of tenderers submits a joint (consortium) application, such group of contractors must also submit a legal act on joint execution of the contract (APPENDIX 6), which must define the responsibility of each partner for the execution of the contract and designate the lead partner who will act on behalf of all joint tenderers in relation to the Contracting Authority. The joint tenderers are jointly and severally liable without limitation for the obligations arising from the awarded contract.

Legal entities shall indicate the names of the persons responsible for the execution of the subject contract. One of the partners shall be appointed in the act on joint execution of the contract as the holder of the works. The holder of the works must be authorized to receive and transmit instructions for and on behalf of each partner individually and for all partners in the consortium, and to coordinate the execution of the works under the contract, including payments. A copy of the act on joint execution of the contract (agreement or contract) concluded between the partners must be submitted together with the offer documentation.

The legal act must contain at least the following: indication of all partners in the group (name and address of the partner, legal representative, registration number, tax number, transaction account number), authorization to the lead partner in the group, unlimited joint and several liability of all partners in the group towards the Contracting Authority, the scope of work to be undertaken by each partner in the group, the method of payment through the lead partner in the group or to each partner in the group, provisions in the event of withdrawal of any partner in the group, dispute resolution between partners in the group, any other rights and obligations between partners in the group, and the validity period of the legal act.

Each tenderer in the group of tenderers must individually meet the conditions set out in points 4.2 and 4.3 of this tender documentation; the remaining conditions may be met jointly.

Note: A tenderer that does not submit a joint application/offer is not required to submit APPENDIX 6 as part of the tender documentation.

- 4.8 The tenderer must submit a signed statement confirming acceptance of the conditions of the tender documentation. **(APPENDIX 7)**
- 4.9 The tenderer must complete and sign the sample contract. **(APPENDIX 8)**
- 4.10 The tenderer must complete and sign the Confidentiality and Non-Disclosure Agreement. The Contracting Authority will sign the Confidentiality and Non-Disclosure Agreement with tenderers who are recognized as capable in accordance with point 2.4 of the tender documentation. **(APPENDIX 9)**
- 4.11 The tenderer must, in the second phase (after the review of applications and before negotiations - following recognition of capability), complete and sign the tender form. **(APPENDIX 10)**

All the above conditions are mandatory; if the tenderer fails to meet one or more of these conditions, they constitute mandatory grounds for exclusion.

5. MISCELLANEOUS

- 5.1 The Contracting Authority may, at any time before the deadline for the submission of applications/offers, terminate the public procurement procedure. The Contracting Authority may, at all stages of the procedure after the deadline for the opening of applications/offers, reject all applications/offers. If the Contracting Authority rejects all applications/offers, it will inform the tenderers/contractors of the reasons for such a decision and whether a new procedure will be initiated. The Contracting Authority shall terminate the public procurement procedure or reject all applications/offers without any liability for damages to the tenderers/contractors. The costs of preparing and submitting an application/offer shall be borne by the tenderer/contractor. The Contracting Authority reserves the right to amend the scope of the announced procurement based on available financial resources.
- 5.2 The Contracting Authority may change its decision on its own initiative and adopt a new decision replacing the previous one with a view to eliminating unlawfulness after the preliminary determination of the merits. The Contracting Authority may change the decision on the Public Procurement upon receipt of a request for legal protection only if, prior to the change of that decision, it has decided on the request for review. In this case, the new decision on the Public Procurement must comply with the decision on the request for review.
- 5.3 Following the award of the public procurement, the Contracting Authority will conclude a contract for the execution of the public procurement with the selected tenderers/contractors no later than 48 days from the finality of the award decision. After the finality of the public procurement award decision, the Contracting Authority may withdraw from the execution of the public procurement for justified reasons, such as no longer needing the subject of the procurement, lacking the necessary funds, having a justified suspicion that the content of the contract is or could be the result of a criminal offense, or due to other extraordinary circumstances that the Contracting Authority could not influence or foresee and that make the execution of the public procurement impossible. If the Contracting Authority withdraws from the execution of the public procurement, it will not conclude a contract for the execution of the public procurement with the selected tenderer/contractor and will notify the tenderers/contractors in writing of its decision and the reasons for withdrawing from the execution of the public procurement.
- 5.4 The other provisions of the Tender documentation are contained in the sample contract. By signing the sample contract, the Tenderer declares that they agree with its provisions.
- 5.5 The application/offer must be submitted in Slovenian or English. If any document submitted during the public procurement procedure is prepared in another language, the Contracting Authority may request the tenderer to provide a certified translation and set a deadline for its submission. If the tenderer/contractor fails to provide the certified translation within the specified deadline, the Contracting Authority will exclude the application/offer from the public procurement procedure.

Technical specifications may only be provided in Slovenian or English. The entire public procurement procedure is conducted in Slovenian or English.

- 5.6 The offer prices are fixed for the entire duration of the contract.

If the Contracting Authority and the Tenderer determine that the average industry price of the subject works has changed by more than 15% compared to the average prices at the start of the contract's validity, they agree to adjust the prices of the subject works through negotiations and in accordance with the market conditions at that time. Otherwise, the prices of the works remain fixed for the entire duration of the contract.

- 5.7 Tenderers/contractors who, through participation in the procedure or in the performance of contractual obligations, become aware of confidential information are obliged to protect such information in accordance with applicable regulations. Tenderers/contractors may designate as confidential information those documents containing personal data that are not included in any public register or otherwise publicly accessible, and business information that is designated as confidential by regulations or the tenderer's/contractor's internal acts. The Contracting Authority will ensure the protection of data that, according to the provisions of the law governing personal data protection and the protection of classified information, are considered personal or classified data.

Notwithstanding the provisions of the preceding paragraph, public information includes the specifications of the offered goods, services, or works and the quantities from these specifications, the unit price, the value of individual items, the total value of the offer, and all data that influenced the ranking of the offer within the framework of other criteria.

- 5.8 The tenderer/contractor may, if necessary, rely on the capacities of other entities with regard to the conditions related to economic and financial standing as well as technical and professional capability, regardless of the legal relationship between them and these entities. With regard to the conditions related to the education and professional qualifications of the service or construction contractor and the company's managerial staff, as well as conditions related to relevant professional experience, an economic entity may rely on the capacities of other entities only if those entities will perform the construction works or services for which these capacities are required. If the tenderer/contractor wishes to rely on the capacities of other entities, it must prove to the Contracting Authority that it will have the necessary resources available, for example, by submitting commitments from these entities for this purpose.

- 5.9 If the information or documentation that tenderers/contractors are required to submit is or appears to be incomplete or incorrect, or if individual documents are missing, the Contracting Authority may, in accordance with Article 89 of ZJN-3, request that tenderers/contractors submit the missing documents or supplement, correct, or clarify the relevant information or documentation within an appropriate deadline, provided that such a request is fully compliant with the principles of equal treatment and transparency. The Contracting Authority shall request the supplementation, correction, amendment, or clarification of an application/offer only when it cannot verify a specific fact itself. The submission of a missing document or the supplementation, correction, or clarification of information or documentation may only pertain to those elements of the application/offer whose existence prior to the deadline for submission of the application/offer can be objectively verified. If the tenderer/contractor fails to submit the missing document or does not supplement, correct, or clarify the relevant information or documentation, the Contracting Authority must exclude the tenderer/contractor. The Contracting Authority may overlook obvious or non-substantial errors.

The contractor must not modify its price or offer within the framework of the evaluation criteria or those parts of the offer related to the technical specifications of the subject of the public procurement, or those elements of the offer that could or might affect the ranking of its offer compared to other offers received by the Contracting Authority in the public procurement procedure. The Contracting Authority reserves the right, with the written consent of the contractor, to correct calculation errors.

Any attempt by a tenderer/contractor to influence the Contracting Authority's handling of applications/offers or its decision on the selection will result in the rejection of their application/offer. The same applies to attempts to influence the work or decisions of the evaluation committee.

- 5.10 A contract in which someone, on behalf of or for the account of another contracting party, promises, offers, or gives any undue advantage to the contracting authority or persons employed by it who had a decisive influence on the selection of the contractor, in order to obtain the contract, to conclude the contract under more favourable conditions, to omit due supervision over the performance of contractual obligations, or for any other action or omission that causes damage to the contracting authority or enables the contracting authority, persons employed by it, the other contracting party, or its representative, agent, or intermediary to obtain an undue advantage, is null and void.

- 5.11 Legal protection of applicants/bidders, the contracting authority, and the public interest in the procedure for awarding the subject public procurement is regulated in accordance with Article 1 of the Legal Protection in Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia, No. 43/11, 60/11 - ZTP-D, 63/13, 90/14 - ZDU-1L, 95/14 - ZIPRS1415-C, 96/15 - ZIPRS1617, 80/16 - ZIPRS1718, 60/17, 72/19, 95/23 - ZIUOPZP, 131/23 - ZORZFS; hereinafter: ZPVPJN). A request for review may be filed by any person who has or had an interest in the award of the public procurement and who has suffered or could suffer damage due to an alleged violation, as well as by the advocate of the public interest.

A request for review relating to the content of the notice and/or the tender documentation must, except in the case referred to in the fourth paragraph of Article 25 of the ZPVPJN, be filed within ten working days from the date of publication of the public procurement notice, but no later than the deadline for the receipt of applications.

After the decision on the award of the public procurement, the deadline for filing a request for review is eight working days from the receipt of that decision.

The request for review is submitted via the eRevizija portal.

- 5.12 The contracting authority will conduct public procurement in a manner that is based on the principle of the free movement of goods, the principle of freedom of establishment, the principle of the free movement of services, which derive from the Treaty on the Functioning of the European Union, and on the principles of economy, efficiency, and effectiveness, ensuring competition among applicants/bidders, transparency of public procurement, equal treatment of applicants/bidders, and proportionality.

- 5.13 The contract for the maintenance and upgrade of the SCADA system is concluded for a period of three years and takes effect from the date of signing by both contracting parties.

In Ljubljana, on 3th November 2025

Contracting Authority
PLINOVODI d.o.o.

General Manager
Marjan Eberlinc

Member of the management board
mag. Matija Bitenc

By authorization
Authorized person from the Law Office
Alenka Prinčič Artač

APPENDIX 1

STATEMENT ON MEETING THE CONDITIONS

We hereby declare, under criminal and pecuniary liability, that we are duly registered and/or meet the conditions for carrying out the activity which is the subject of this public procurement.

We hereby declare, under criminal and pecuniary liability, that in the performance of the Public Procurement we shall comply with the applicable obligations in the fields of environmental, social and labour law established by European Union law, or by the regulations applicable in the Republic of Slovenia, by collective agreements, or by provisions of international environmental, social and labour law.

We also attach a duly completed ESPD form. The ESPD form constitutes the official declaration of the economic operator that there are no grounds for exclusion and that the conditions for participation are fulfilled, while at the same time providing the necessary information as required by the contracting authority. The ESPD form also includes the official declaration that the economic operator will, upon request and without delay, be able to submit the supporting documents proving the absence of grounds for exclusion and the fulfilment of the conditions for participation.

The statements in the ESPD and/or the supporting documents submitted by the economic operator must be valid.

The economic operator shall import the contracting authority's ESPD form (XML file) via the web link: <https://ejn.gov.si/esp> and enter the required data directly into the form.

In the case of a joint application and/or an application with subcontractors, APPENDIX 1 of the Tender Documentation must be completed, signed and attached, and a completed ESPD form must be submitted for each partner or subcontractor. The ESPD form is available on the contracting authority's website under the relevant public procurement notice.

Done in [place] _____, on [date] _____

(Signature of the Tenderer)

APPENDIX 2

STATEMENT ON PARTICIPATION OF NATURAL AND LEGAL ENTITIES IN OWNERSHIP OF THE TENDERER

The Tenderer must submit a statement or data on the participation of natural or legal entities in ownership of the Tenderer, including the participation of silent partners, and on economic operators, which, based on the provision of the law governing the companies, are deemed as associated companies of the Tenderer.

We hereby declare that the following legal entities are involved in the ownership of the Tenderer, including the participation of silent partners:

No.	Name	Headquarters	Ownership share in %
1.			
2.			
3.			
4.			
....			

We hereby declare that the following natural persons are involved in the ownership of the Tenderer, including the participation of silent partners:

No.	Name and surname	Permanent address	Ownership share in %
1.			
2.			
3.			
4.			
...			

We hereby declare that, in accordance with the provisions of the act governing companies, companies associated with the Tenderer, are the following economic operators:

No.	Name	Headquarters	Registration number
1.			
2.			
3.			
4.			
....			

In the case of a joint (partner) and / or subcontracting Tender, APPENDIX 2 of the Tender documentation must be completed, signed and enclosed for each partner or Subcontractor.

By signing this declaration, we guarantee under criminal and pecuniary liability that the entire ownership structure does not include other natural persons and legal entities, as well as silent partners and economic operators, which are considered to be associated companies according to the provisions of the act governing companies.

Done in [place] _____, on [date] _____

(Signature of the Tenderer)

APPENDIX 3

STATEMENT ON MEETING THE CONDITIONS

We declare under criminal and material liability that our economic entity is not:

- a Russian citizen or a natural or legal person, entity or body established in Russia,
- a legal person, entity or body more than 50% of which is directly or indirectly owned by an entity referred to in the previous indent, or
- a natural or legal person, entity or body acting on behalf of or at the direction of the entities referred to in the previous two indents.

NOTE: The statement must be submitted by the Tenderer or, in the case of a joint tender, by the lead partner and each partner. A subcontractor or entity on whose capacity the Tenderer relies must submit a statement if the value of its works, services or supplies represents more than 10% of the value of the Public Procurement.

Done in [place] _____, on [date] _____

(Signature of the Tenderer)

APPENDIX 4

STATEMENT ON COMPLIANCE WITH CONDITIONS

We declare under criminal and material liability that we have:

- Ownership of the source code of the SCADA system manufactured by Willowglen (versions WillowLynx 5.2 and TouchLynx Pro 5.2), or authorization from Willowglen to maintain their SCADA system and peripheral devices.
- Access and permission to modify the source code of integrations and modules of the SCADA system developed by Willowglen for the contracting authority Plinovodi.
- Access to the source code of the RTU6900 peripheral device developed by the manufacturer Willowglen and all integrations/modules developed for the Contracting Authority Plinovodi.
- An established test system of Willowglen's SCADA solution at the Tenderers's location. The system is identical to the one installed at the Contracting Authority Plinovodi (WillowLynx 5.2 software and integrations/modules developed for the contracting authority Plinovodi, TouchLynx Pro 5.2, and the RTU6900 peripheral device).
- Authorization from the manufacturer Willowglen for the sale of spare parts for Willowglen RTU6900 peripheral devices, if we are not the manufacturer of the Willowglen SCADA system (WillowLynx product).
- Authorization from the manufacturer Willowglen confirming the capability to maintain Willowglen RTU6900 peripheral devices, if we are not the manufacturer of the Willowglen SCADA system (WillowLynx product).
- 5 years of experience in configuring Oracle StorageTek SL 150 cartridge units.
- At least 2 engineers authorized by the SCADA system manufacturer Willowglen to maintain their SCADA system and Willowglen RTU devices, each with at least 2 years of work experience in maintaining Willowglen's SCADA system.

The applicant must attach evidences of compliance with the conditions.

If the contracting authority subsequently requests additional submission of evidence related to this declaration, the applicant, by signing, agrees to provide any additionally requested evidence of confirmation.

Done in [place] _____, on [date] _____

(Signature of the Tenderer)

APPENDIX 5

STATEMENT ON SUBCONTRACTORS

If the Tenderer intends to subcontract a public procurement, the Tender must (see the following page):

- Indicate all Subcontractors and any part of the Contract which it intends to subcontract,
- Indicate the Contact details and legal representatives of the proposed Subcontractors,
- Enclose a Subcontractor's request for direct payment, if the Subcontractor so requests.
- Enclose the completed ESPD forms of these subcontractors in accordance with Article 79 of the ZJN-3.

We hereby declare under criminal and pecuniary responsibility that in the event that the Contract is performed with Subcontractors, we will inform the Contracting Authority about any changes in the information from the previous paragraph during the performance of the Contract and send the information on new Subcontractors, at the latest within five days after the change. In case of inclusion of new Subcontractors, we shall also provide, together with the notice, the data and documents referred to in all three indents of the previous paragraph.

We hereby declare under criminal and pecuniary liability that if the direct payment to the Subcontractor is not compulsory, we will send a written statement and a written declaration of the Subcontractor no later than 60 days after the payment of the final invoice or interim invoice that the Subcontractor received payment for the performed works directly related to the subject of the contract.

In case of a Contract with a Subcontractor who requires direct payment, we hereby declare under criminal and pecuniary responsibility that:

- We will authorise the Contracting Authority in the Contract to pay directly to the Subcontractor on the basis of a confirmed invoice or situation issued by us,
- The Subcontractor shall submit a consent on the basis of which the Contracting Authority shall settle the Subcontractor's claim against us on our behalf,
- Together with our invoice or interim invoice, we will submit the previously approved invoices or interim invoices of Subcontractors.

Each subcontractor must individually meet the requirements set out in points 4.2 and 4.3 of these Tender Documents; other requirements may be fulfilled collectively.

Note:

- A tenderer who does not submit a joint tender is not required to provide **APPENDIX 5** as part of the Tender Documents.
- The contracting authority will detail the work to be undertaken and executed by each subcontractor and the share of each subcontractor in the second phase, and this will be included in the invitation to submit a bid, together with lists and project documentation. In the first phase, only the area of work that each subcontractor is expected to undertake and execute needs to be indicated.

Done in [place] _____, on [date] _____

(Signature of the Tenderer)

The Tenderer must indicate the Subcontractors he will cooperate with and complete all the required information

Name of the Subcontractor	
Full address	
Telephone	
E-mail	
Legal representative	
IBAN No	
Place of performance	
Realisation deadline	
Pursuant to the provision of paragraph 5 of Article 94 of the ZJN-3, we require a direct payment by the Contracting Authority (circle accordingly)	YES NO
Type of works to be performed by the Subcontractor or type of goods to be supplied by the Subcontractor	

Done in [place] _____, on [date] _____

(Signature of the Tenderer)

Done in [place] _____, on [date] _____

(Signature of the Subcontractor)

APPENDIX 6

LEGAL ACT ON JOINT PERFORMANCE OF A PUBLIC PROCUREMENT

If a group of Tenderers submits a joint (partner) Tender, this group of Contractors must also submit a legal act on joint performance of the procurement, outlining the responsibilities of individual Tenderers for executing the procurement and defining a leading partner, who will act on behalf of all joint Tenderers in relation to the Contracting Authority. Joint Tenderers shall be unlimited jointly and severally liable for obligations under the awarded Contract.

Legal entities shall list the names of persons, who shall be responsible for the performance of the subject procurement. The act on joint performance of a Contract shall appoint one of the partners as the Main Contractor. The Main Contractor must be authorised for accepting and forwarding the instructions for and on behalf of each partner individually and for all partners in the joint company, and for coordinating the performance of works in accordance with the Contract, including payments. A copy of the act on joint performance of the procurement (Agreement or Contract), adopted by the partners, must be submitted together with the Tender documentation.

The legal act must include at least an indication of all the partners in the group (name and address of the partner, legal representative, registration number, tax number, bank account number), authorisation to the leading partner in the group, unlimited joint liability of all the partners in the group to the Contracting Authority, the scope of work to be undertaken and performed by each partner in the group and the proportion of each partner in the group in %, as well as the value of the work undertaken by each partner in the group, the method of payment through the leading partner in the group or each of the partners in the group, provisions in the case any of the partners exits the group, resolving disputes between the partners in the group, other possible rights and obligations between the partners in the group, and the validity period of the legal act.

Each Tenderer from the group of Tenderers must individually meet the conditions set out in Point 4.2, 4.3 and 4.4 of this Tender documentation, while other conditions may be fulfilled jointly.

Note:

- A tenderer who does not submit a joint bid is not required to provide APPENDIX 6 as part of the tender documentation.
- The contracting authority will specify the exact requirements regarding the scope of work each partner in the consortium will undertake and each partner's share in the consortium in the second phase. This will be included in the invitation to submit a bid, together with the lists and project documentation. In the first phase, only the scope of work that each partner in the consortium is expected to undertake should be indicated.

Done in [place] _____, on [date] _____

(Signature of the Tenderer)

APPENDIX 7

STATEMENT ON FULFILLMENT OF REQUIREMENTS AND ACCEPTING THE CONDITIONS OF THE TENDER DOCUMENTATION

We declare, under criminal and material liability, that we will not share IT systems or equipment, nor access control/security systems at the contracting authority, with any part of the vertically integrated companies (Plinhold d.o.o., Slovenski državni holding, d.d.), and that we will not use the same consultants or external contractors for IT systems or equipment and access/security systems as those used by the vertically integrated company

We declare that by submitting this tender we confirm:

- That we fully accept the terms and conditions of the Contracting Authority from the Tender documentation;
- That the Tender is valid for 90 calendar days from the date set for submission of tenders;
- That upon drawing up the Tender, we have reviewed all available Tender documentation;
- That we will perform the Public Procurement professionally and in a quality manner according to the rules of the profession, in accordance with industry standards, applicable regulations (laws, rules, standards), recommendations and norms, if we are selected for the execution of the Public Procurement;
- That we will not make a claim for compensation against the Contracting Authority if we are not selected for the execution of the Public Procurement;
- That our average net annual revenue for the three business years (2022, 2023, and 2024) exceeds EUR 500,000.00;
- That we will communicate with the Contracting Authority exclusively in Slovenian or English;
- That all obligations towards our Subcontractors were taken into account at the time of the preparing this Tender;
- That we have provided only true and authentic statements.”

We unanimously agree that these conditions shall, in their entirety, constitute an integral part of the Contracts which cannot contradict these conditions.

Done in [place] _____, on [date] _____

(Signature of the Tenderer)

APPENDIX 8

The enclosed sample contract must be completed and signed by the Tenderer, thereby confirming their agreement with the sample contract.

Note: The Contracting Authority reserves the right for the final version of the contract to deviate from the enclosed sample if, during the negotiation phase, agreed changes or deviations arise that could affect the enclosed sample contract.

Client: PLINOVODI d.o.o., Cesta Ljubljanske brigade 11b, 1000 Ljubljana, represented by General Manager Marjan Eberlinc and member of the Management Board mag. Matija Bitenc
- Registration No.: 1954288000
- VAT ID No.: SI31378285
In the following text, "Client"

and

Contractor: _____, represented by the Director

- Registration No.: _____
- VAT ID No.: _____
In the following text, "Contractor"

Conclude the following

CONTRACT Nr. TS/ST/___/2025

Article 1

The Contracting Parties preliminarily establish that they are entering into this Contract based on the conducted public procurement procedure for the maintenance and upgrades of the SCADA system over a period of three years, No. P/JN/06/2025/TS-ST, in which the Client selected the Contractor to perform the subject matter of this Contract based on the conditions and criteria specified in the tender documentation dated 3th November 2025 and based on the Contractor's tender documentation No. _____ dated _____.

Article 2

The subject of the contract is the performance of maintenance and upgrades of the SCADA system over a period of three years.

The Contract is concluded based on the Contractor's tender documentation No. _____ dated _____, which forms an integral part of the Contract.

Article 3

The services for the maintenance and upgrades of the SCADA system are specified in the Client's tender documentation, which forms an integral part of the Contract.

Article 4

The Contractor undertakes to:

- Perform the assumed obligations with the diligence of a competent professional, in a professionally correct, conscientious, high-quality, and timely manner, in accordance with the Client's requirements and the scope of activities specified in the Contract, in compliance with applicable legislation and all regulations in the Republic of Slovenia related to the subject matter of the Contract;
- Continuously inform the Client about ongoing issues and the occurrence of circumstances that could affect the timely performance of the assumed obligations;
- Protect the confidentiality of the Client's and its partners' business data and information, as well as the confidentiality of all technical and other information and documents;
- Be fully responsible for the high quality of the performance of the subject matter of the Contract and compliance with the stipulated deadlines for its execution, regardless of whether the work is performed by the Contractor itself or by its subcontractors;
- Address the findings of the cybersecurity review of the solution that is the subject of the Contract and remedy all vulnerabilities;
- Provide the Client with all guarantees in accordance with this Contract;
- During the warranty period, promptly rectify all defects identified by the Client in any manner during the warranty period, upon the Client's first request;
- Submit to the Client, at the end of each month, a report on the performance of work, which shall include at least the scope of completed planned work in the reported month;
- Cooperate with the Client and its representative to ensure that the assumed work is performed on time and to the mutual satisfaction of both parties;
- In the event of a cyber incident being detected on its side, the Contractor will immediately notify the Contracting Authority's representative and provide appropriate information.

- For persons who will have authorization for direct or remote access to the Contracting Authority's premises information or control systems, the Contractor will deliver consent to conduct a background check based on Article 17 of the Critical Infrastructure Act (Official Gazette of the Republic of Slovenia, No. 102/2024) within 15 days of the Contracting Authority's request.
- The Contracting Authority will record all activities performed in the Contracting Authority's environment in such a way that the Contractor will access the Contracting Authority's environment exclusively through the PAM (Privileged Access Management) system, to which the Contractor expressly agrees.
- The Contractor will use two-factor authentication to access the Contracting Authority's environment. The Contracting Authority will provide the Contractor with a two-factor authentication system.
- The Contractor will protect the Contracting Authority's network from threats from external networks with equipment that provides the highest possible security against malicious software and external intrusions into systems, services and data.
- On the written request of the Contracting Authority, the Contractor will provide all data relevant to ensuring the security of systems, services and information for the provision of services.
- The Contracting Authority has the right to audit the Contractor (the Contracting Authority reserves the right to verify the level of security provided by the Contractor through security checks of the Contractor's information system).

The Client undertakes to:

- Cooperate with the Contractor to ensure that the assumed services are performed on time and to the mutual satisfaction of both parties;
- Continuously inform the Contractor about any changes and the occurrence of circumstances that could affect the performance of the services;
- Collaborate with the Contractor in determining the most appropriate method for performing emergency interventions on the gas transmission system;
- Establish an internet connection for RM support. The connection shall be established via high-speed VPN technology that ensures the latest security procedures, and it shall be provided by the Client and its internet service provider.

General Provisions:

- Any changes to the agreed scope of services or modifications to the agreed technical conditions may only be agreed upon by the Contracting Parties in writing.

Article 5

If the Contractor performs the contract with subcontractors, it undertakes to:

- Notify the Client of any changes to subcontractors during the execution of the public procurement and provide information about new subcontractors it intends to subsequently engage, no later than five days after the change;
- In the case of engaging new subcontractors, submit to the Client, along with the notification, the data and documents specified in the second paragraph of Article 94 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15, Official Journal of the European Union, No. 307/15, 337/17, Official Gazette of the Republic of Slovenia, No. 14/18, 69/19 - Constitutional Court Decision, Official Journal of the European Union, No. 279/19, Official Gazette of the Republic of Slovenia, No. 49/20 - ZIUZEOP, 80/20 - ZIUOOPE, 152/20 - ZZUOOP, 175/20 - ZIUOPDVE, 15/21 - ZDUOP, 112/21 - ZNUPZ, 206/21 - ZDUPŠOP, 121/21, Official Journal of the European Union, No. 398/21, Official Gazette of the Republic of Slovenia, No. 10/22, 74/22 - Constitutional Court Decision, 100/22 - ZNUZSZS, 141/22 - ZNUNBZ, 158/22 - ZNPOVCE, 28/23, 88/23 - ZOPNN-F, 95/23 - ZIUOPZP, 131/23 - ZORZFS, Official Journal of the European Union, No. 1611/23, 1611/23; hereinafter: ZJN-3) for each new subcontractor;
- In cases where direct payment to the subcontractor is not mandatory, submit, no later than 60 days after payment of the final invoice or situation, its written statement and the subcontractor's written statement confirming that the subcontractor has received payment for the services performed directly related to the subject of the public procurement;
- In the case of performing the public procurement with a subcontractor requiring direct payment, authorize the Client in the Contract to make direct payments to the subcontractor based on an invoice or situation approved by the Contractor;
- In the case of performing the public procurement with a subcontractor requiring direct payment, ensure that the subcontractor provides consent allowing the Client to settle the subcontractor's claim against the Contractor on behalf of the Contractor;
- In the case of performing the public procurement with a subcontractor requiring direct payment, attach the subcontractor's invoice or situation, which the Contractor has previously approved, to its own invoice or situation.

Article 6

In accordance with Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11 - consolidated text, 158/20, 3/22 - ZDeb, 16/23 - ZJPri; hereinafter: ZIntPK), a contract in which someone, on behalf of or for the account of another contracting party, promises, offers, or gives any undue advantage to the Client or persons employed by the Client who had a decisive influence on the selection of the Contractor, for the purpose of:

- obtaining the contract, or
- concluding the contract under more favorable conditions, or
- omitting due supervision over the performance of contractual obligations, or
- any other action or omission that causes damage to the Client or enables the Client, persons employed by the Client, the other contracting party, or its representative, agent, or intermediary to obtain an undue advantage,

is null and void.

Article 7

The total contract value under this Contract amounts to a maximum of (to be filled in by the Client) _____ EUR (in words: _____ 00/100 euros), excluding VAT.

The contract value does not include value-added tax, which the Client will pay separately.

The value of the contractual work or actual services will be calculated based on the unit of measure and the actual quantities performed and approved, so that the final price depends on the actual scope of services performed, but not exceeding the total contract value of this Contract.

The prices are fixed for the duration of the Contract. If a need arises for services or materials not included in the cost estimate, or if the unit price for a specific service or material for the anticipated scope is deemed too high by the Client, the Client will agree on these prices with the Contractor in advance.

The Client reserves the right at any time not to award work up to the full contract value.

The prices are fixed for the duration of the Contract. If the Client and the Contractor determine that the average industry price for the services in question has changed by more than 15% compared to the average prices at the time of signing the Contract, they agree to adjust the prices of the services in question through negotiations and in accordance with the market conditions at that time. Otherwise, the prices remain fixed.

Article 8

Maintenance services shall be paid quarterly, meaning one-quarter of the price shall be paid each quarter. The invoice must include a specification detailing the quantity of work performed by individual types of work and the materials used.

The Client shall make payment within 30 days of receiving the invoice to the Contractor's transaction account, No. _____, held at _____ (name of the financial institution).

If the Client does not fully agree with the issued invoice, it is obligated to pay the undisputed amount within the aforementioned deadline and submit a written objection to the Contractor regarding the disputed amount within 14 days from the date of receipt of the invoice. If the Contractor does not receive a written objection from the Client stating the reasons for the objection within the agreed deadline, the invoice is deemed fully approved.

If the Contractor issues invoices and accompanying documents in electronic form in e-Slog format (XML and PDF files), it shall notify the Client of this at the time of signing the Contract and obtain the Client's signed consent for sending e-invoices.

Upon the Contractor's prior request, the Client may approve early payment of an invoice before its due date for work, services, or goods already performed or delivered, and upon receipt of a credit note from the Contractor in the amount of 0.02% for each day of payment prior to the due date, the Client shall make the early payment to the Contractor's account.

Article 9

In the event of the Contractor's cessation of business, liquidation, insolvency, bankruptcy, or any other situation due to which the Contractor ceases to perform contractual activities during the validity of the Contract, the Contractor is obligated to hand over, and the Client is entitled to receive, the source code of WillowLynx and all software customized for this project. Pursuant to the obligations under contracts No. TS/ST/15/2019, No. TS/ST/94/2020, and No. TS/ST/78/2022, the Contractor has recorded the source code, along with documentation and images of the hardware, onto CD/DVDs, protected their contents with a password, and delivered them to the Client. The password has been deposited in a sealed envelope with a notary in Ljubljana, where it will remain in custody until April 9, 2029. The document regarding the deposit and the conditions for the release of the envelope containing the password has been approved by the Client and the manufacturer of the WillowLynx software, Willowglen Malaysia Sdn Bhd. Due to changes or upgrades to the SCADA software, the Contractor shall regularly verify and update the source code deposited with the Client within 90 days of the occurrence of any change.

Article 10

The warranty period for each installation of new updates or new functionalities shall be at least 12 months from the date of signing the take over report of successful completion of the respective installation of the new update or new functionality.

The Contractor shall commence the rectification of identified defects in the updated equipment within the scope of upgrades no later than three (3) days after receiving the Client's written notification and shall rectify them within a reasonable timeframe determined by the Client.

Article 11

Force majeure shall include all unforeseen events that are not the fault of the Contracting Parties, prevent the timely performance of contractual obligations, and are recognized as force majeure under the Obligations Code (Official Gazette of the Republic of Slovenia, No. 97/07 - consolidated text, 64/16 - Constitutional Court Decision, 20/18; hereinafter: OZ).

The Contracting Party affected by the force majeure is obligated to notify the other party of the occurrence and cessation of the force majeure. This must be done within 3 days of the occurrence or cessation, along with the submission of credible evidence of the existence and duration of the force majeure. Contractual deadlines shall be extended for at least the duration of the force majeure. New deadlines shall be mutually agreed upon by the Contracting Parties.

Article 12

The Client's representative for the performance of services under this Contract is:

- Mr. Krištof Bašelj, tel.: 01 5820 644, email: kristof.baselj@plinovodi.si.

The Contractor's representative for the performance of services under this Contract is:

- Mr./Ms. _____, tel.: _____, email: _____.

The Client's representative shall cooperate with the Contractor's representative throughout the duration of the Contract and provide all necessary information that the Client is obligated to provide under the terms of this Contract.

Any changes to the representatives must be communicated in writing by the Contracting Parties within 3 days of the change occurring.

Article 13

The Contracting Parties agree that all data or information, whether of a business, technical, or financial nature, obtained by the Client in the course of its activities or through contractual relationships, which may be commercially beneficial or constitute a trade secret as defined by the legislation on the protection of trade secrets, energy legislation, and the Compliance Program, shall be considered commercially sensitive.

By entering into this Contract, the Contractor undertakes not to, without the prior written consent of the Client:

- Use confidential or commercially sensitive data for any purpose other than that agreed upon in Article 2 of this Contract;
- Disclose confidential or commercially sensitive data to any other person.

The Contracting Parties agree that the following confidential or commercially sensitive data constitute exceptions:

- Data that are already publicly known on the date of their disclosure;
- Data for which there is a legal basis for disclosure on the date of their disclosure;
- Data obtained by a Contracting Party or disclosed to it by other persons, provided such disclosure does not result from a breach of the provisions of this Contract;
- Data for which the Client has given prior written consent regarding the manner and scope of their use;
- Data that must be disclosed in accordance with a court order or at the request of a state authority or institution, provided that the Client is informed in advance of the nature and purpose of such disclosure.

By signing this Contract, each Contracting Party confirms that it has implemented all security measures and mechanisms for the transfer, receipt, processing, management, storage, and destruction of commercially sensitive data and information, ensuring a modern and reliable level of data and information protection.

In accordance with applicable legislation and this Contract, each Contracting Party shall be liable for damages resulting from any unauthorized disclosure of confidential or commercially sensitive data obtained under this Contract. Authorized persons of the Contracting Parties shall, in accordance with applicable legislation and this Contract, be liable for damages resulting from any unauthorized disclosure of confidential or commercially sensitive data obtained under this Contract.

Article 14

The Contracting Parties undertake to respect human rights and fundamental freedoms applicable to the Contracting Parties and their subcontractors at the time of entering into this Contract, with the minimum scope of human rights and fundamental freedoms to be respected in accordance with the objectives and principles of the United Nations, as set out in the Universal Declaration of Human Rights and the Convention on the Rights of the Child, adopted and proclaimed by the United Nations General Assembly, and in the International Labour Organization's Declaration on Fundamental Principles and Rights at Work. Furthermore, the Contracting Parties undertake to comply with the requirements of environmental legislation in all countries in which they operate.

If a final decision of a court or other authority establishes that one Contracting Party has violated the commitments set out in the preceding paragraph, the other Contracting Party may, without liability for damages caused to the breaching Contracting Party, unilaterally terminate the Contract due to a material breach of contractual obligations. The breaching Contracting Party is obligated to compensate the other Contracting Party for all damages and costs incurred as a result of the breach of these commitments.

Article 15

In the event that changes in the Contractor's status occur during the execution of this Contract, all obligations under this Contract shall be transferred to its legal successors.

Article 16

For any disputes arising from this Contract that the representatives of the Contracting Parties are unable to resolve by mutual agreement, the competent court shall be the District Court in Ljubljana. The Contracting Parties also agree that the Obligations Code (OZ) shall be applied in interpreting the individual provisions of the Contract.

Article 17

The Contract is drawn up in four identical copies, each having the validity of an original. Each Contracting Party shall receive two copies. Any amendments or supplements to this Contract are valid only in written form. The Contract is concluded and takes effect when signed by the authorized representatives of both Contracting Parties. The Contract is concluded for a period of three years from the date it takes effect.

The Client has the right to terminate the Contract if sufficient funds are not secured in the adopted financial plan of Plinovodi d.o.o. for the following year. In the case of termination, a three-month notice period applies, starting from the date of sending the written notice, delivered by registered mail.

This Contract is concluded subject to a resolutive condition, which is fulfilled in the event of one of the following circumstances:

- If the Client is informed that a court has, by a final decision, established a breach of obligations under the second paragraph of Article 3 of the Public Procurement Act (ZJN-3) by the Contractor or its subcontractor; or
- If the Client is informed that a competent state authority has, during the execution of the Contract, established at least two violations by the Contractor or its subcontractor related to payment for work, working hours, rest periods, performance of work based on civil law contracts despite the existence of elements of an employment relationship, or undeclared employment, for which a fine for an offense has been imposed by a final decision or multiple final decisions.

In the event of the fulfillment of the circumstances and conditions specified in the preceding paragraph, the Client shall act in accordance with the third indent of the fourth paragraph of Article 67 of the ZJN-3.

In the event of the fulfillment of the resolutive condition, the Contract is deemed terminated on the date of concluding a new public procurement contract for the subject matter of this contract. The Client shall notify the Contractor of the date of concluding the new contract.

If the Client does not initiate a new public procurement procedure within 60 days of being informed of the violation, the Contract is deemed terminated on the sixtieth day from the date of being informed of the violation.

In _____, on _____

Contractor:

Director:

In Ljubljana, on _____

CLIENT:

PLINOVODI d.o.o.

General Manager:

Marjan Eberlinc

Member of the management board:

mag. Matija Bitenc

APPENDIX 9

The enclosed "Confidentiality and Non-Disclosure Agreement" must be completed and signed by the Tenderer. The Contracting Authority will sign the "Confidentiality and Non-Disclosure Agreement" with the Tenderer whose capability it will recognize in accordance with point 2.4 of the Tender documentation.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into by:

(1) Plinovodi d.o.o., Cesta Ljubljanske brigade 11b, 1000 Ljubljana

and

(2) Company: _____

together referred to as the "Contracting Parties."

The Contracting Parties may be the Recipient or the Discloser, depending on who receives or discloses the information.

Article 1 (introductory findings)

The Contracting Parties preliminarily find:

- That there exists a mutual interest between the Contracting Parties for business cooperation in concluding an Agreement for the Maintenance and upgrades of Willowglen SCADA system for a period of three years at Plinovodi d.o.o.;
- That during the public procurement process, discussions, and/or regular business cooperation between the Contracting Parties, each party may disclose, or have disclosed to the other party, certain information or data that may be considered proprietary to the first party and/or of a commercially sensitive or confidential nature, or which applicable legislation designates as commercially sensitive or confidential;
- The data or information may include any content transmitted in any form of communication and is used as a collective term for all content that has been or is the subject of communication.

Article 2 (subject of the Agreement)

The subject of this Agreement is the mutual obligation to maintain confidentiality and protect commercially sensitive or confidential information, data, and secrets from unauthorized persons, including unauthorized legal and natural persons acting on behalf of the Recipient who are not authorized or involved in handling the information.

Article 3 (purpose of the Agreement)

The purpose of the Contracting Parties is to prevent significant harm that could be incurred by the Discloser in the event of disclosure of information under this Agreement to unauthorized persons, or to prevent violations of applicable legislation that prohibits the disclosure of confidential information.

Article 4 (confidential Information)

Confidential Information shall include any data or information deemed to be of a commercially sensitive or confidential nature, or which is designated as commercially sensitive or confidential under applicable legislation (including, but not limited to: personal data, technical data, drafts, sketches, images, specifications, standards, user manuals, designs, reports, forms, processes, lists, patents, trade secrets, and commercially sensitive data as defined by legislation governing the protection of trade secrets, companies, and gas supply, as well as discoveries, ideas, concepts, know-how, techniques, marketing plans, objectives, computer programs, software, databases, software documentation, data containing financial or market-related information pertaining to business operations, and other technical, financial, or business information of the Discloser, or information relating to the current or future cooperation between the Discloser and the Recipient), which is exchanged between the Contracting Parties in any form or manner, whether orally or in writing, encoded, graphically, or in any other tangible form, including any electronic, magnetic, or optical form, materialized in the form of documents, software, promotional and presentation materials, equipment, and pilot projects, or in immaterial form, regardless of whether such information has been identified as confidential.

The provisions of this Agreement shall also apply to Confidential Information obtained by the Contracting Parties prior to the date of signing this Agreement.

Article 5 (exceptions)

The Contracting Parties agree that, for the purposes of this Agreement, the following information shall not be considered Confidential Information:

- Generally known facts;
- Data or information that, at the time of disclosure, is or was publicly available or obtained by the Recipient through other legally permissible means without violating the provisions of this Agreement;
- Information obtained by the Recipient or disclosed to the Recipient by third parties, provided such disclosure does not result from a breach of the provisions of this Agreement;
- Information for which the Discloser has provided prior written consent for its use.

The Recipient may disclose Confidential Information in cases of a legally mandated obligation to disclose information (in accordance with any law, regulation, court order, or request by any authority empowered to obtain such information), provided that the Discloser is informed in advance of the nature and purpose of such disclosure, and such notification does not contradict applicable law.

Article 6 (obligations of the Recipient)

For the purpose of establishing mutual interest during the phase of presenting business cooperation opportunities, negotiations, execution of concluded contracts and other agreements, and other forms of business cooperation, the Discloser will disclose to the Recipient Confidential Information, which by its nature constitutes commercially sensitive data or trade secrets of the Discloser, or is otherwise designated as confidential information and is in the possession or under the control of the Discloser.

The Recipient undertakes, during the public procurement procedure or business cooperation related to the maintenance and upgrades of the Willowglen SCADA system, and for a period of five years following the conclusion of the public procurement procedure or for a period of two years following the termination of business cooperation, to maintain the confidentiality of the Confidential Information received from the Discloser. The Recipient further undertakes not to disclose such information to unauthorized persons, not to use it in any manner except as agreed in this Agreement, and to protect it with at least the same degree of care as it applies to its own confidential information of a similar nature as the Confidential Information defined in this Agreement.

The Recipient undertakes to protect the Confidential Information obtained under this Agreement with the diligence of a prudent businessperson. The Recipient shall not disclose the information subject to protection to unauthorized persons without the prior written consent of the Discloser.

Disclosure of information refers to any transfer, distribution, publication, or making public, as well as any other form of transmission of the Confidential Information covered by this Agreement to unauthorized person(s).

Article 7 (restriction of Access to Confidential Information by Third Parties)

The Discloser shall restrict access to Confidential Information:

- Solely to employees who need to know such information for the performance of their duties, provided they are informed of the contents of this Agreement and are obligated to comply with its provisions through a separate agreement, personal written statement, internal employer regulations, or other appropriate methods, and the Discloser shall not disclose the Information to any third party;
- Solely to subcontractors, consultants, agents, or similar persons who necessarily need to know or receive such information for the performance of their duties, and shall not disclose it without having a valid confidentiality agreement in place with such person or persons, which establishes terms and conditions substantially and procedurally equivalent to those contained in this Agreement;
- Other persons, as expressly agreed in writing in advance between the Contracting Parties.

The aforementioned employees of the Recipient, contractual collaborators, or other persons expressly agreed upon are obligated to maintain the confidentiality of the information. Prior to disclosing the Confidential Information of the other Contracting Party to such persons, the Recipient must enter into written non-disclosure agreements with these persons that protect the Confidential Information to at least the same extent as this Agreement. The Recipient must prevent third parties, contractual collaborators, or its own employees from any use, disclosure, copying, or any other form of reproduction or publication of Confidential Information.

The Company: _____
undertakes to provide the Discloser, prior to the commencement of services, with a list of all persons who will perform the services and thereby access and use the Confidential Information, and undertakes to inform all such persons of the obligations under this Agreement and to instruct them accordingly.

Article 8
(notification of the Discloser)

The Recipient shall immediately notify the Discloser of any instance in which an unauthorized person has obtained Confidential Information and shall cooperate to the best of its ability with the Discloser in enforcing rights against such unauthorized person.

Article 9
(legal disclosure)

The Recipient shall promptly and in advance inform the Discloser in the event that the Recipient may be compelled to disclose, or is required to disclose due to coercive measures, a court order, statutory requirements, legal, administrative, or governmental regulations, or other prescribed procedures, any Information provided by the Discloser, so that the Discloser may pursue all available legal remedies to protect the information that has been provided or made known to the Recipient in any manner. The Recipient undertakes to cooperate with the Discloser in connection with the enforcement of lawful remedies for the protection of the information or any other measures that the Discloser may request.

Article 10
(use of Confidential Information)

Confidential Information may only be used for the purposes and to the extent of the business cooperation for which this Contract was concluded.

The Recipient shall not copy or otherwise reproduce, or knowingly permit the copying or reproduction of, the Confidential Information, nor make it accessible to persons who do not have a legitimate basis or authorization to obtain or become aware of such information, without the prior written approval of the Discloser.

Article 11
(ownership of Confidential Information)

All Confidential Information provided by the Discloser to the Recipient, whether in whole or in part, remains the property of the Discloser.

All rights to the Confidential Information covered by this Agreement remain exclusively with the Discloser. No provision of this Agreement shall be construed as granting permission, copyright, usage rights, licenses, or any other rights to the Recipient with respect to the data, on the data, or based on the data.

The Recipient undertakes not to challenge the ownership or other rights of the Discloser over the Confidential Information.

Article 12
(obligation to Protect Information)

The obligation to protect Confidential Information remains in effect for five years following the conclusion of the public procurement procedure or for two years following the termination of business cooperation related to the maintenance and upgrades of the SCADA system at Plinovodi d.o.o.

Upon the conclusion of the public procurement procedure or upon the termination of the contract for the execution of the public procurement, the Recipient must, at the Discloser's written request, promptly return or deliver any and all Confidential Information, together with all copies, variations, or derivatives, whether approved or not approved by the Discloser, and/or provide a written assurance from the company's representative registered in the court registry, confirming that all notes, memoranda, analyses, reports, evaluations, calculations, or other documents or data created, developed, modified, or otherwise produced by the Recipient or at the Recipient's request, which contain or are derived from Confidential Information, have been destroyed.

Article 13
(Duty to Protect and Return Confidential Information)

The Company: _____ undertakes, in accordance with this Agreement, to have in place all security measures and mechanisms (at the modern level of the best available technology - BAT) for the transfer, receipt, processing, management, storage, and destruction of Confidential Information, ensuring a modern and reliable level of data and information protection.

The obligation to protect Confidential Information shall not cease, even if either Contracting Party withdraws from the business cooperation within the framework of the public procurement for any reason.

In the event of termination of the business cooperation, the Recipient shall, upon the request of the other Contracting Party, return all materialized documentation to the other Contracting Party within ten days of receiving the Discloser's written request or destroy all Confidential Information and provide the other Contracting Party with a certificate of destruction of the Confidential Information.

Upon the Discloser's written request, the Recipient shall immediately return any and all Confidential Information, together with all copies, variations, or derivatives, whether approved or unapproved by the Discloser, and/or provide a written assurance from the company's representative registered in the court registry, confirming that all records, notes, analyses, reports, evaluations, calculations, or other documents or data created, developed, modified, or otherwise produced by or at the request of the Recipient, which contain or are derived from Confidential Information, have been destroyed.

Article 14

The Contracting Parties agree that the conclusion of this Agreement does not obligate either Contracting Party to engage in further discussions, negotiations, or to enter into any business agreement.

Furthermore, the Contracting Parties agree that the conclusion of this Agreement does not establish any obligations other than those explicitly set forth in this Agreement. The obligations under this Agreement shall also apply to the legal successors of the Contracting Parties.

In cases not governed by the preceding provisions or the above paragraph, the rights, interests, and obligations of both Contracting Parties shall not be assigned or transferred to a third party, in whole or in part, without the prior written approval of the other Contracting Party.

Article 15

No failure, non-fulfillment, or delay in exercising any right of the Discloser under this Agreement shall operate as a waiver by the Discloser of any such right, nor shall it constitute a waiver by the Discloser of any of these rights. Such circumstances do not grant the Recipient the right to fail to fulfill the obligations and conditions set forth in this Agreement.

Article 16 (contractual penalty)

The Recipient acknowledges that a breach of the provisions of this Agreement would cause irreparable harm to the Discloser. Therefore, in the event of a breach, the Discloser shall have the right to seek judicial remedies to require the Recipient to immediately cease any potential or actual breaches of this Agreement and/or to claim damages.

In addition, in the event of a breach of the provisions of this Agreement, the Recipient shall be obligated to pay the Discloser a contractual penalty of EUR 5.000,00 and to compensate the Discloser for any material and immaterial damage resulting from the Recipient's prohibited actions, as well as to return all unjustly obtained benefits.

By signing this Agreement, the Recipient also acknowledges that it is aware of the methods and standards for protecting confidential information and has been informed that any actions contrary to the provisions of this Agreement may result in criminal liability for the violator.

Article 17 (final provisions)

In the event that any provisions of this Agreement are in conflict with the applicable regulations at any given time, such provisions shall be severed from this Agreement and become invalid. The remaining provisions shall remain valid and binding. The Contracting Parties shall interpret invalid or unenforceable provisions in a manner that ensures the confidentiality of Confidential Information is protected. In such cases, either Contracting Party is obligated to notify the other Contracting Party and request consent for the disclosure of such information or inform them of the disclosure based on a request from a competent authority.

Any amendment to this Agreement shall be valid only if made in the form of a written annex and signed by both Contracting Parties.

The Contracting Parties agree to resolve any disputes arising from this Agreement amicably. If an amicable resolution is not possible, the Contracting Parties agree that the District Court in Ljubljana shall have jurisdiction, and the law of the Republic of Slovenia shall apply.

Article 18 (effective Date and Duration of the Agreement)

The Agreement is concluded in electronic form and shall be digitally signed by the authorized representatives of both Contracting Parties. The electronic version of the Agreement shall have the validity of an original. In the case of signing the Agreement in written form, the Agreement shall be drawn up in two identical copies, each having the validity of an original. In such a case, each Contracting Party shall receive one copy of the Agreement.

The Agreement is concluded and takes effect when signed by the authorized representatives of both Contracting Parties, and remains in force until the expiry of the contract for the maintenance and upgrades of the SCADA system at Plinovodi d.o.o., plus an additional two years.

In _____, on _____

Contractor

Director:

In Ljubljana, on _____

Contracting Authority:
PLINOVODI d.o.o.

General Manager:
Marjan Eberlinc

Member of the management board:
mag. Matija Bitenc

APPENDIX 10 (will be submitted in the second phase of the public procurement after recognition of capability)