

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

Date: 4. 3. 2026

Tender documentation for the award of a public procurement contract:

The purchase and implementation of the Central Process Control System - revision of tender documentation
by negotiated procedure with prior publication of a contract notice

Public Procurement Number: **P/JN/05/2025/TS-ST**

March 2026

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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, Official Journal of the European Union, No. 1611/23, 1611/23; 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 purchase and implementation of a Central Process Control System at Plinovodi d.o.o., the operator of the gas transmission system in Slovenia. The Central Process Control System will be a key process information system for the remote monitoring and management of the gas transmission system. Therefore, with this procurement, we are initiating a Tender for the supply and implementation of a modern and widely established control system that will replace the existing one and provide a solid technical foundation for the further development of the gas transmission system operator, including in the context of the upcoming green transition and the management of the transmission system with renewable gases.

In addition to being based on modern yet proven standards and technologies in the field of control systems and ensuring high operational availability, the Central Process Control System must also provide configuration and architecture flexibility, upgradability and scalability of content, modularity of the system's functional components, and connectivity via standard communication protocols. Among other requirements, the system must enable the integration and monitoring of gases from renewable sources, including tracking the proportion of hydrogen. An important aspect and emphasis of the procurement is also ensuring compliance with the increased cybersecurity requirements in recent times.

The Tenderer shall issue invoices to the Contracting Authority for the delivered equipment and all completed works in accordance with the enclosed handover protocol. The total value of all invoices before the final invoice may not exceed 80% of the value of the equipment and works according to the technical specifications of the Contracting Authority as set out in the Tender documentation.

The Tenderer shall issue an invoice to the Contracting Authority together with the final handover protocol within 20 days after the completion of all works under the Contract of this Public Procurement, following the acceptance of the Central Process Control System by the Contracting Authority, and after the submission of the Warranty Bond for the remedy of defects during the warranty period, which the Tenderer is obliged to provide to the Contracting Authority.

The bid must remain valid for 120 days from the date specified for the submission of bids.

The Tenderer's average annual general revenue for the three business years (2022, 2023, and 2024) must exceed 5,000,000.00 EUR.

- 2.4 Public Procurement procedure: The Contracting Authority shall award contract by 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 specified in the Tender documentation. After reviewing the applications, the contracting authority shall 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 admissible applications (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 admissible applications. After the **"Decision on Recognition of Capability"** becomes final, the Contracting Authority shall, in the second phase, invite Tenderers via the e-JN information system to submit a Tender form (in the Tender form, the Contracting Authority will technically define the content and scope of the supply of the subject of this Public Procurement).

After reviewing the received Tender documentation, the Contracting Authority shall invite Tenderers to negotiations via the e-JN information system.

The Contracting Authority shall ensure equal treatment of all Tenderers during negotiations and shall not provide information in a discriminatory manner, which could give some Tenderers an advantage over others.

If the Contracting Authority conducts several rounds of negotiations, it shall inform the Tenderers of the last round of negotiations.

The Contracting Authority reserves the right to conduct negotiations either by submitting improved offers via the e-JN system or orally at the Contracting Authority's headquarters/via the MS TEAMS application, in several rounds of negotiations until the most favorable offer for the Contracting Authority is achieved.

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

- 2.5 Deadline and manner of submission of the Tender: The Tenderer shall submit the Tender via the e-JN Information System on the following link: <https://ejn.gov.si/en/>, in accordance with paragraph 3 of the "e-JN User Information System Manual for the Use of the Functionality of Electronic Submission of Tenders": TENDERERS (hereinafter referred to as: the "e-JN User Manual"), which is part of this Tender documentation and is posted at the web address <https://ejn.gov.si/en/>.

Prior to submitting the Tender, the Tenderer shall register on-line at <https://ejn.gov.si/en/>, in accordance with the e-JN User Manual. If the Tenderer is already registered in the e-JN Information System, they log into the application at the same web address.

The user of the Tenderer who is authorised to submit Tenders in the e-JN Information System submits the Tender by clicking on the "Submit" button. When submitting Tenders, the e-JN Information System records the identity of the user and the time when the Tender is submitted. By the act of submitting the Tender, the user declares the will to submit a binding offer on behalf of the Tenderer (Article 18 of the Obligations Code). By submitting the Tender, it is binding for the time stated in the Tender, unless it is withdrawn or modified by the Tenderer's user before the deadline for submitting the Tenders.

The Tender shall be considered duly delivered if the Contracting Authority receives it via the e-JN system <https://ejn.gov.si/en/> at the latest by 27. 4. 2026 until 9. a.m. The Tender shall be considered submitted when its status in the e-JN Information System is "ODDANO" (Eng., "SUBMITTED").

The Tenderer may withdraw or modify his Tender up to the deadline for submission of Tenders. If the Tenderer withdraws his Tender in the e-JN Information System, it is considered that the Tender was not submitted, and the Contracting Authority will not see it in the e-JN System either. If the Tenderer modifies his Tender in the e-JN Information System, the last submitted Tender is available to the Contracting Authority in the system. After the expiration of the deadline for submitting the Tenders, it will no longer be possible to submit a Tender.

The opening of Tenders will take place on 27. 4. 2026 at 10. p.m. The opening of Tenders will take place automatically in the e-JN Information System at the web address <https://ejn.gov.si/en/>.

- 2.6 Tenderers may request additional clarifications regarding the Tender documentation, but no later than 9:00 a.m. on 13. 3. 2026. The Contracting Authority will provide a written response as soon as possible, but no later than 14:00 p.m. on 20. 3. 2026 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 via the Public Procurement portal will be considered. Tenderers will not be personally notified of clarifications, changes, or amendments to the Tender documentation. Tenderers are responsible for monitoring the Public Procurement portal www.enarocanje.si, where the Contracting Authority will publish answers to questions and additional clarifications.

In accordance with Article 67 of the Public Procurement Act (ZJN-3), the Contracting Authority may amend or supplement the Tender documentation. Such changes 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 Contracting Authority shall evaluate the Tender according to the criterion of the most economically advantageous Tender (first paragraph of Article 84 of ZJN-3). The Contracting Authority will consider the following criteria and scoring method:

I. Total Bid Value (Ta)

The bid value is based on the completed table provided by the Tenderer titled "Bid Form." Other bids will receive points corresponding to the proportional deviation of their bid values from the lowest bid value, calculated using the formula:

$$Ta = (C_{min} / C) \times 95$$

C_{min} - lowest total offered value of all the Tenderers
C - total offered value of the Tenderer

The maximum number of points that can be awarded for this criterion is **95 points**.

II. Warranty Period (Tb)

This criterion determines the quality of the execution of the subject of the contract - a longer warranty period indicates higher quality of the contract's execution.

The extension of the warranty period beyond the required two-year warranty period is scored as follows:

- Extension of the warranty period by > 1 month and ≤ 6 months: 1 point,
- Extension of the warranty period by > 6 months and ≤ 12 months: 3 points,
- Extension of the warranty period by > 12 months: 5 points.

The maximum number of points that can be awarded for this criterion is **5 points**.

Total Points: T = Ta + Tb

T is the total number of points scored.

The maximum possible number of points is 100 points.

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 fill in the required data on page 3 of this Tender documentation (2.2 Data on the applicant (data entered by the applicant)) and meet all other requirements as specified in this Tender documentation.

- 4.2 In accordance with the subject of the Public Procurement, the Tenderer has to be registered or meet the conditions for performing the activity which is the subject of the Public Procurement (**APPENDIX 1**). NOTE: The Contracting Authority does not require that each individual economic operator in the Tender be registered for all activities that are the subject of the public contract, but all entities participating in the Tender must collectively be registered or meet the conditions for performing all activities that are the subject of the Public Procurement..

The Tenderer must comply with applicable obligations in the areas of environmental, social, and labour law as stipulated by European Union law, regulations applicable in the Republic of Slovenia, collective agreements, or international environmental, social, and labour law regulations when performing public contracts.

The Tenderer must not be subject to any grounds for exclusion as set out in:

- 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.

The conditions set out in this point must be fulfilled by the Tenderer as well as by all other economic operators participating in the Tender (partner, subcontractor, economic operators whose capacities the Tenderer relies on).

Evidence:

- A statement, made under criminal and pecuniary liability, confirming compliance with the above condition, and a completed ESPD form for all economic entities included in the application. For all persons who are members of the management, executive or supervisory body of the economic operator or persons who have powers to represent it or to make decisions or exercise control over it, it is desirable to indicate in the field "If necessary, provide additional information on representation (its forms, purpose, EMŠO...)" their EMŠO and all their citizenships for the purpose of obtaining data from the criminal record.

- 4.3 In accordance with Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, Nos. 69/11, 3/22 - ZDeb, 16/23 - ZZPri; hereinafter referred to as: the "ZIntPK"), 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. The Tenderer must, in accordance with Article 35 of the Integrity and Prevention of Corruption Act (ZIntPK), declare that none of the situations regulated by Article 35 of the ZIntPK has occurred, namely that no official of the contracting authority or his/her family members are members of the Tenderer's management board, nor are they directly or through other legal persons holding more than a 5 % share involved in the founder's rights, management or capital of the Tenderer.

The Contracting Authority undertakes to submit the statement to the Commission for the Prevention of Corruption upon its demand. If the Tenderer submits a false statement or provides untrue information, this shall result in the nullity of the Contract. (**APPENDIX 2**).

The conditions set out in this point must be fulfilled by the Tenderer as well as by all other economic operators participating in the Tender (partner, subcontractor, economic operators whose capacities the Tenderer relies on).

Evidence:

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

- 4.4 In accordance with the first paragraph of Article 1h of Council Decision (SZVP) 2022/578 of 8 April 2022 amending Decision 2014/512/SZVP concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, the Contracting Authority will exclude the Tenderer and/or partner from the procurement procedure if it is found that the Tenderer and/or partner:

- 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.

The same as in the above indents applies also to a partner in a joint Tender, subcontractor or entity whose capacity the Tenderer refers to, if the value of its works, services or supplies represents more than 10% of the value of the Public Procurement. (**APPENDIX 3**)

Evidence:

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

- 4.5 Technical, Personnel Conditions and References or Other Requirements Related to the Subject of the Public Procurement:

- 4.5.1 The Tenderer must have with the offered SCADA system from the beginning of year 2018 at least 3 (three) successfully completed references in the field of SCADA system implementation. At least one of the listed reference projects must include integration with a system for dynamic simulation of the gas pipeline network (such as, for example, SIMONE). At least one of the listed reference projects related to the implementation of the SCADA system must have been implemented in accordance with the EN IEC 62443 standard. (**APPENDIX 4 and APPENDIX 4A**)

Note: To demonstrate the reference projects, the Tenderer must submit evidence of at least three reference projects for each of the following requirements, among which, for each requirement, at least one reference project must also be from the field of management of the transmission gas pipeline network ("gas transmission system") in the EU. The Tenderer may satisfy the reference requirements jointly with partners and/or subcontractors; in such a case, the works for which the reference is required shall be performed by the entities that provided the references. The Tenderer must submit evidence of at least three reference projects for each of the following requirements, whereby one reference project may cover the reference for several of the following requirements:

- Implementation of a SCADA system of comparable scope (at least 10,000 I/O points), with the implementation encompassing both hardware and software.
- Replacement of RTU peripheral devices - hardware and software (at least 10 peripheral devices).
- The use of secure RTU - SCADA communication in accordance with the IEC 60870-5-104 and IEC 62351-3 standards;
- Integration of the SCADA system via service architecture (REST API or SOAP WS) with existing information systems at the reference client (at least 2 information systems).
- Connection of RTU with local control systems (with at least 3 local control systems) via Modbus protocol.

The Contracting Authority reserves the right to verify the submitted references and may disregard them if verification is not possible or they do not meet the above requirements. For the purpose of verifying compliance with reference requirements, the Tenderer must, upon the request of Contracting Authority, provide the Contracting Authority with the opportunity to view the reference production installation of the offered SCADA system version at the reference client. Costs related to the Contracting Authority's representatives (travel, accommodation, meals, etc.) for verification purposes are borne by the Contracting Authority.

The Tender may satisfy the reference requirements together with partners and/or subcontractors. In this case, the work for which the reference is requested is carried out by the entities that provided the references.

Evidence:

- Fully completed and signed reference confirmation statements from the reference client.

- 4.5.2 The Tenderer will carry out the subject of the Public Procurement in accordance with the ISO 27001 standard. **(APPENDIX 5)**

Evidence:

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

- 4.5.3 Due to the high information security standards of the Contracting Authority, the Tenderer must have at least 3 (three) implementations of the offered SCADA system in the EU in the field of critical infrastructure in connection with Directive (EU) 2022/2557. The reference client must come from the sectors listed in the Annex to Directive (EU) 2022/2557. **(APPENDIX 6)**

Evidence:

- A statement, given under criminal and material liability, confirming compliance with the specified condition and listing the clients for whom the deployment of the offered SCADA system was carried out.

- 4.5.4 The offered SCADA software system must have at least 3 system integrators in the EU, for which the Tenderer must provide a statement from the SCADA system manufacturer. **(APPENDIX 7)**

Evidence:

- Submission of a scan of the document from the SCADA system manufacturer, which clearly lists the companies confirmed by the manufacturer as qualified to implement the offered SCADA system.

- 4.5.5 The project must be implemented in accordance with Security Level 2 (SL2) of the IEC 62443 standard (Industrial communication networks - Network and system security). **(APPENDIX 8)**

The project must be compliant with the following standards:

- IEC 62443-4-2:2019 (Security for industrial automation and control systems - Part 4-2: Technical security requirements for IACS components)
 - The Tenderer must provide RTU devices that hold the IEC 62443-4-2:2019 SL1 (Security Level 1) certificate. The RTU device must also be either in the process of obtaining the IEC 62443-4-2:2019 SL2 certificate or already hold such a certificate. If the RTU device is in the process of obtaining the SL2 certificate, the Tenderer must submit a manufacturer's statement. The RTU devices must hold the IEC 62443-4-2:2019 SL2 (Security Level 2) certificate prior to their installation within the framework of the project under this Public Procurement.
- IEC 62443-3-3:2019 (Security for industrial automation and control systems - Part 3-3: System security requirements and security levels)
- IEC 62443-2-3:2015 (Security for industrial automation and control systems - Part 2-3: Patch management in the IACS environment)

Note: The implementation of the project in accordance with the above-mentioned IEC standards will be verified twice by an external contractor approved by the Contracting Authority: once during the Detailed Design phase and again after the completion of the project implementation and prior to final handover. All deficiencies identified during the aforementioned verifications must be fully remedied before the Contracting Authority takes over the Central Process Control System. The Contracting Authority allows the Tenderer the possibility to replace the RTU device offered in the first phase of the Public Procurement procedure with a new one in the second phase of the Public Procurement procedure, whereby the same conditions apply to the new RTU device as those specified in point 4.5.5, item 1, and in Appendix 8. The Tenderer must notify the Contracting Authority of the replacement of the RTU device in the second phase of the Public Procurement procedure.

Evidence:

- A statement, given under criminal and material liability, confirming acceptance of the specified requirements
- The submission of scans of the following documents:
 - IEC 62443-4-2:2019 SL2 certificate for the offered RTU device
 Or
 - For the offered RTU device:
 - IEC 62443-4-2:2019 SL1 certificate and
 - Declaration from the manufacturer stating that it is in the process of obtaining the SL2 certificate.

4.5.6 The Tenderer must provide the following experts: (APPENDIX 9)

- **Project Manager:** At least 3 successfully completed SCADA projects, whereby at least one must be in the EU in the field of critical infrastructure in connection with Directive (EU) 2022/2557, and at least 5 years of experience in managing SCADA system implementation projects.
- **SCADA system Expert:** At least 5 years of experience working on SCADA system implementation projects, which must be evident from the attached curriculum vitae. The SCADA system expert must have, within the last five years, at least two (2) successfully completed projects with the same SCADA system manufacturer as the one that will be offered by the Tenderer.
- **Software Developer for Data Integration and Additional Functionalities:** At least 5 years of software development experience, as evident from the attached CV.
- **Peripheral Equipment Expert (integration with RTU devices, local control systems, and others):** At least 5 years of experience working on SCADA system implementation projects and experience in peripheral equipment integration, which must be evident from the attached CV.
- **Information Security Expert:** At least 5 years of experience working in the field of information security on SCADA system implementation projects, which must be evident from the attached curriculum vitae. The expert must hold a certificate of training on the IEC 62443 standard, with which the Tenderer proves that the designated expert possesses knowledge of the IEC 62443 standard. The certificate must demonstrate the competence of the expert designated by the Tenderer in the substantive areas of the IEC 62443 standard that need to be taken into account during the implementation of the subject of the project and are described in chapter 4.5.5 of the Tender documentation. Training and obtaining a certificate of training on the IEC 62443 standard is possible for individuals from qualified training providers (such as, for example, the ISA (International Society of Automation) association, DSG Academy, Exida, OTT Europe, PECB, ...). The designated expert must obtain the required knowledge or the certificate no later than three (3) months from the start of validity of the contract for the execution of the subject of this Public Procurement.
- **GIS Integration Expert:** At least 3 years of experience working in the field of SCADA and GIS integration, which must be evident from the attached CV. The Contracting Authority allows the Tenderer to fulfil the requirement with two persons. In this case, the Tenderer must designate a GIS expert with at least 3 years of experience in GIS-side integration with external systems and a SCADA system expert with at least 3 years of experience in SCADA-side integration with external systems.
- **System Administrator:** At least 5 years of experience in system and network administration and configuration on servers (with the operating system that the Tenderer will offer in this project). The system administrator must have experience with network segmentation in accordance with IEC 62443, configuring network switches, establishing and configuring VLAN networks, configuring networks in process systems, and configuring domain controllers.
- **Cisco Hardware and Software Expert:** At least 5 years of experience working with Cisco equipment and trained in configuring Cisco firewalls.
- **Expert in configuring encrypted data backup devices:** At least 3 years of experience in configuring systems for encrypted data backup and performing data restoration from such systems (specialized backup devices such as Dell EMC Data Domain).

Note: The CVs of the Tenderer's nominated experts for all nine areas of expertise must clearly demonstrate compliance with the required period of experience. For each expert, the Tenderer must complete the table in APPENDIX 8, showing that the expert has participated in the successful implementation of similar projects (Tenderer's client, contact person at the client for reference verification, project title, project duration from-to, role in the project). The Tenderer may satisfy the personnel references with the help of partners and/or subcontractors; in this case, the works for which the reference is required shall be performed by the entities that provided the references.

All experts through whom the Tenderer demonstrates personnel capacity must actually participate in the implementation and subsequently, during the warranty period of the Central Process Control System. In the event of a justified replacement, the chosen Contractor must ensure substitution with personnel of equivalent expertise who meet the requirements set out in this documentation, and, upon submission of evidence, obtain the Contracting Authority's approval. Subject to suitable evidence, one person may serve as an expert in several areas of expertise.

Evidence:

- A completed list of experts and submission of scanned copies of their CVs and valid certificates, where such are required.

4.5.7 The Tenderer shall agree to the following requirements for the performance of the contract, which shall enter into force upon commencement of the implementation of the subject of this Public Procurement: **(APPENDIX 10)**

- In the event of detection of a cyber incident being detected on its side, the Tenderer shall immediately notify the Contracting Authority's representative and provide the relevant information.
- For persons who will be authorized to have direct or remote access to the Contracting Authority's premises, information or control systems, the Tenderer shall deliver consent to conduct a background check based on Article 17 of the Critical Infrastructure Act (Official Gazette of the Republic of Slovenia, No. 75/17, 189/21 - ZDU-1M, 102/24 - ZKI-1) within 15 days of the Contracting Authority's request.
- The Contracting Authority shall record all activities performed in its environment in such a way that the Tenderer, if selected, shall access the Contracting Authority's environment exclusively through the PAM (Privileged Access Management) system during the execution of the contract, which the Tenderer expressly agrees to.
- For access to the Contracting Authority's environment, the chosen Contractor will use two-factor authentication. The system for two-factor authentication shall be provided by the Contracting Authority.
- During the execution of the contract, the Tenderer shall protect the Contracting Authority's network against threats from external networks with equipment ensuring the highest possible level of protection against malware and external intrusions into systems, services, and data.
- At the Contracting Authority's written request, the Tenderer shall, during the execution of the Contract, provide all data relevant to ensuring the security of systems, services, and information for the performance of services.
- During the execution of the Contract, the Contracting Authority shall have the right to audit the chosen Contractor (the Contracting Authority reserves the right to verify the level of security provided by the chosen contractor through security checks of the chosen Contractor's information system).
- For the purposes of reporting, managing, and closing errors related to the operation of the Central Process Control System, the chosen contractor shall use the information solution established by the Contracting Authority for this purpose.

Proof:

- A statement, given under criminal and material liability, confirming acceptance of the above requirements.

4.6 The Tenderer may subcontract a part of the public contract. The Tender with Subcontractors is a Tender where the Tenderer cooperates with Subcontractors. A Subcontractor is an entity that will perform works directly related to the subject of the contract for the Contractor that will conclude a contract with the Contracting Authority for the performance of a contract, if such a Tender is selected. The Tenderer is fully responsible for the performance of the acquired Tender and the work of Subcontractors irrespective of the number of Subcontractors.

If the Tenderer subcontracts a public contract, the Tender must:

- Indicate all Subcontractors as well as each part of the public procurement that it intends to subcontract,
- Indicate the contact details and legal representatives of the proposed Subcontractors,
- Enclose the 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.

During the performance of the public contract, the Main Contractor must inform the Contracting Authority of any changes in the information referred to in the preceding paragraph and send the information on new Subcontractors he intends to subsequently incorporate in the implementation, within five days after the change, at the latest. In case of inclusion of new Subcontractors, the Main Contractor shall also provide, together with the notice, the data and documents referred to in all indents of the previous paragraph.

The Contracting Authority shall reject any Subcontractor if there are grounds for their exclusion under Point 4.2 and/or it does not meet the conditions that are specified in these Tender documentation as also being met by Subcontractors. The Contracting Authority may reject a proposal for the replacement of a subcontractor or the inclusion of a new Subcontractor, even if this can affect the smooth performance or completion of the works, and if the new Subcontractor does not fulfill the conditions set by the Contracting Authority in the document relating to the Public Procurement. The Contracting Authority shall inform the Main Contractor of any possible rejection of a new Subcontractor at the latest within ten days of receipt of the proposal.

In the event that a Subcontractor requests direct payment, it is considered that direct payment to the Subcontractor is mandatory in accordance with ZJN-3A, and this obligation is binding on the Contracting Authority and the Main Contractor.

In the case the Tenderer intends to perform the Public Procurement with a Subcontractor that requires a direct payment, he must perform the following:

- The Main Contractor shall authorise the Contracting Authority by a Contract, so that, based on an approved invoice or interim invoice, the Contracting Authority shall directly pay the Subcontractor,
- The Subcontractor shall submit a consent on the basis of which the Contracting Authority shall settle the Subcontractor's claim to the Tenderer on behalf of the Tenderer.
- Together with its invoice or interim invoice, the Main Contractor must also submit the previously approved invoices or interim invoices of Subcontractors.

If a direct payment to the Subcontractor is not compulsory, the Main Contractor shall send to the Contracting Authority 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 has received payment for the performed works directly related to the subject of the Public Procurement.

The Tenderer shall duly complete and sign the statement indicating that they fulfil the required conditions. **(APPENDIX 11)**

Note: The Tenderer not performing work with Subcontractors does not need to submit APPENDIX 11 as part of the Tender documentation.

- 4.7 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 **(APPENDIX 12)**, 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, unless otherwise specified for an individual condition..

Note: The Tenderer not submitting a joint Tender does not need to submit APPENDIX 12 as part of the Tender documentation.

- 4.8 Financial Securities:

A. Performance Bond, ensuring quality and timely delivery of the project

A Performance bond issued by a financial institution established in the EU, or an appropriate surety insurance issued by an insurance institution established in the EU, in the amount of 5% (five percent) of the total contract value excluding VAT, must be submitted by the selected contractor no later than 30 (thirty) days after signing the contract.

The validity of the Performance bond or surety insurance must extend for 60 (sixty) days beyond the deadline for the final completion of all works. The contract shall be concluded with a suspensive condition, becoming valid only upon submission of the Performance bond, which must be issued in the Slovenian language.

B. Warranty Bond

Following successful handover to the Contracting Authority, the selected Contractor must, no later than 15 (fifteen) days prior to the expiry of the Performance bond, submit to the Contracting Authority a Warranty bond issued by a bank established in the EU, or an appropriate surety insurance issued by an insurance institution established in the EU, in the amount of 3% (three percent) of the executed contract value excluding VAT.

The validity of the Warranty bond shall extend for 30 (thirty) days beyond the general warranty period specified in the contract. Should the Contractor fail to submit the Warranty bond within the required deadline, the Contracting Authority may enforce the Performance bond, and the handover shall be deemed not to have been completed. If the warranty period is extended, the Contractor shall provide the Contracting Authority with an extension of the Warranty bond or surety insurance for at least the same period.

The content of the financial securities must not deviate from the guarantee templates provided in **APPENDIX 13** of this Tender documentation.

Tenderers/contractors may submit surety insurance in place of bank guarantees. In such a case, the surety insurance must comply with all requirements, including substantive ones, of this Tender documentation applicable to bank guarantees (guarantee templates).

- 4.9 The Tenderer shall submit a completed and signed statement confirming acceptance of the conditions of the Tender documentation. **(APPENDIX 14)**
- 4.10 The Tenderer shall complete and sign the draft contract. **(APPENDIX 15)**

- 4.11 The Tender must complete and sign a "Confidentiality and Non-Disclosure Agreement". The Contracting Authority will sign a "Confidentiality and Non-Disclosure Agreement" with the Tenderers whose capability it will recognize in accordance with point 2.4 of the Tender documentation. (APPENDIX 16)
- 4.12 The Tenderer shall, in the second phase (after the recognition of capability), complete and sign the Tender form. (APPENDIX 17)
- 4.13 The Tenderer will be required in the second phase (after the recognition of capability) to complete and sign the compliance table and, in relation to the offered subject of Public Procurement, to submit individual evidence, if so specified. (APPENDIX 18)

5. MISCELLANEOUS

- 5.1 The Contracting Authority may at any time until the deadline for the submission of Tenders terminate the Public Procurement procedure. At all stages of the procedure, the Contracting Authority may reject the Tender after the deadline for the opening of Tenders. If the Contracting Authority rejects the Tender, they will inform the Tenderer about reasons for such a decision and whether a new procedure will be initiated. The Contracting Authority shall suspend the procedure for the award of the Contract or reject the Tender without any liability for damages to the Tenderer. The costs of drafting and submission of the Tender shall be borne by the Tenderer. The Contracting Authority reserves the right to amend the quantity for supply of planned products or services based on available financial means.
- 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 After the award of the Public Procurement, the Contracting Authority shall conclude a contract with the successful Tenderer for the execution of the Public Procurement within 48 days of the final decision. The successful Tenderer will be invited to sign the contract. If the successful Tenderer does not respond to the invitation within 8 (eight) days, it will be deemed to have withdrawn the Tender. After the final decision on the award of the Public Procurement, the Contracting Authority may, until the conclusion of the contract for the performance of the Public Procurement, withdraw from the performance of the Public Procurement for justified reasons that the object of the Public Procurement is no longer needed or that it does not have funds provided for it or that a reasonable suspicion arises that or whether the content of the contract could be the result of an offense committed or that other extraordinary circumstances that the Contracting Authority was unable to influence and anticipate and which made it impossible to perform the Public Procurement procedure have incurred. 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, it will inform the Tenderer in writing of its decision and the reasons why it withdraws from the execution of the Public Procurement.
- 5.4 By signing the sample contract, the Tenderer declares that they agree with its provisions.
- 5.5 The Tender/Offer must be submitted in Slovenian or English language. If any document submitted during the Public Procurement procedure is prepared in a foreign language (which is not English), the Contracting Authority may request the Tenderer to provide a certified translation and shall set a deadline for its submission. If the Tenderer does not provide the certified translation within the specified deadline, the Contracting Authority shall exclude the Tender from the Public Procurement procedure.

Technical data may be provided only in English language. Communication between the Contracting Authority and the Tenderer may take place in Slovenian or English.

- 5.6 The Tender prices shall be fixed for the entire duration of the contract.

If the Contracting Authority and the Contractor determine that the index for activity J62 - Computer programming, consultancy and related activities, published by the Statistical Office of the Republic of Slovenia (SURS), has changed by more than 10% during the term of the contract compared to the value of the index on the date of entry into force of the contract, they agree that the prices shall be increased by 75% of the index increase determined.
- 5.7 If the Tenderer gains access to confidential data with the participation in the procedure or execution of contractual obligation, they undertake to safeguard such data in accordance with regulations. The Tenderer can mark as confidential all documents that include personal data not entered into any public register or not otherwise publicly accessible, as well as commercial data designated as confidential by regulations or internal acts. The Contracting Authority shall ensure the protection of data that, according to the provisions of the Act regulating the personal data protection and classified information protection, are considered as personal or classified information.

Notwithstanding the provision of the preceding paragraph, public information shall mean public information on the specification of the goods offered or the services and the quantity referred to in this specification, the unit price, the value of each item and the total value from the Tender, as well as all those data that influenced the classification of the Tender under other criteria.
- 5.8 The Tenderer may, where necessary, rely on the capacities of other entities with regard to the conditions relating to economic and financial standing as well as technical and professional ability, regardless of the legal nature of the relationship between them.
- 5.9 If the information or documentation required from the Tenderer is incomplete or incorrect or if the individual documents are missing, the Contracting Authority may request, in accordance with Article 89 of the ZJN-3, that the

Tenderer submits the missing documents within the relevant deadline or supplements, corrects or clarifies relevant information or documentation, provided that such a requirement is fully consistent with the principles of equal treatment and transparency. The Contracting Authority shall request from the Tenderer to complete, amend, modify or clarify his Tender only if they cannot verify a particular fact alone. The submission of the missing document or the amendment, correction or clarification of the information or documentation may relate exclusively to such elements of the Tender whose existence before the expiry of the deadline set for the submission of the application or Tender can be objectively verified. If the Tenderer does not submit the missing document or does not complete, correct or explain the relevant information or documentation, it will be excluded by the Contracting Authority.

The Tenderer may not supplement or correct its unit prices excluding VAT, item values excluding VAT, total Tender value excluding VAT, and that part of the Tender relating to the technical specifications of the subject of the public contract, except where it concerns the correction or supplementation of an obvious error, provided that no new Tender is effectively proposed as a result of such correction or supplementation. The Contracting Authority may, with the written consent of the Tenderer, correct arithmetical errors discovered during the examination and evaluation of tenders. In doing so, the quantity and the unit price excluding VAT may not be changed. If, during the examination and evaluation of Tenders, it is established that an arithmetical error has occurred due to an incorrect pre-determined mathematical operation by the contracting authority, the contracting authority may, with the written consent of the Tenderer, correct the arithmetical error by calculating the Tender value, taking into account the unit prices excluding VAT and the quantities offered by the Tenderer, and applying the correct mathematical operation. The Contracting Authority may, with the written consent of the Tenderer, correct an incorrectly stated VAT rate to the correct one.

Any attempt by a Tenderer/Offerrer to influence the Contracting Authority's handling of Tenders/Offers or the decision on selection shall result in the rejection of its Tender/Offer. The same applies to attempts to influence the work and decisions of the committee.

- 5.10 The Contract is null and void, if a person, on behalf of or on account of the second Contracting Party, Contracting Authority or its employees, who had a decisive impact on the selection of the Tenderer, promises, offers or gives any undue advantage for award of the job, for conclusion of the job under more favourable conditions, or for omission of due supervision over the performance of contractual obligations or other act or omission, which causes loss to the Contracting Authority or grants undue advantage to the Contracting Authority or its employees, other Contracting Party or its representative or agent.

The Contract shall also cease to be valid if the Contracting Authority becomes aware that the competent state authority or court has, by a final decision, established a breach of labour, environmental, or social legislation by the Contractor of the public contract or by its Subcontractor.

- 5.11 The legal protection of Tenderers, the Contracting Authority, and the public interest in the procedure for the award of this public contract shall be governed by 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-1I, 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 submit by any person who has or has had an interest in being awarded the public contract and who has suffered or may suffer damage due to the alleged infringement, as well as by the public interest advocate.

A request for review concerning the content of the notice and/or the Tender documentation shall, except in the case referred to in the fourth paragraph of Article 25 of the ZPVPJN, be submitted within ten (10) working days from the date of publication of the contract notice, but not after the deadline for submission of the Tenders.

The deadline for filing a request for review is eight working days from the receipt of the decision on the recognition of capability/award of the Public Procurement.

The request for review shall be submitted via the eRevizija portal.

- 5.12 The Contracting Authority shall perform the Public Procurement procedure in a manner, which adheres the principles of the free movement of goods, the principle of freedom of establishment, the principle of the free movement of services deriving from the Treaty on the Functioning of the European Union, and to the principles of economy, efficiency and effectiveness, principle of ensuring competition among Tenderers, principle of transparency of Public Procurement and principle of equal treatment of Tenderers, as well as the principle of proportionality.

In Ljubljana, on 4. 3. 2026

**Contracting Authority
PLINOVODI d.o.o.**

**General Manager
mag. Matija Bitenc**

**Member of the management board
Aleš Gruden**

**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/espd> 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 under the relevant public contract notice on the Public Procurement Portal and on the contracting authority's website.

The Tenderer, when submitting the application in the e-JN system, uploads an electronically signed ESPD form in .pdf format or an unsigned ESPD in .xml format, whereby in the latter case, in accordance with the General Terms of Use of the e-JN system, it is considered that a legally binding document has been submitted which has the same validity as a signed one. For the other participating Tenderers, the Tenderer attaches handwritten signed ESPD forms in .pdf format or in electronic .xml format.

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.

Under criminal and material liability, by signing this declaration we guarantee that, in accordance with Article 35 of the Integrity and Prevention of Corruption Act (ZIntPK), none of the situations regulated by Article 35 of the ZIntPK has occurred, namely that no official of the contracting authority or his/her family members are members of the Tenderer's management board, nor are they directly or through other legal persons holding more than a 5 % share involved in the founder's rights, management or capital of the Tenderer.

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 OF THE CLIENT OF REFERENCE ON CONFIRMATION OF REFERENCES

Requirement of the Contracting Authority: The Tenderer must have with the offered SCADA system from the beginning of year 2018 at least 3 (three) successfully completed references in the field of SCADA system implementation. At least one of the listed reference projects must include integration with a system for dynamic simulation of the gas pipeline network (such as SIMONE). At least one of the listed reference projects related to the implementation of the SCADA system must have been implemented in accordance with the EN IEC 62443 standard.

Note: To demonstrate the references, the Tenderer must submit evidence of at least three reference projects for each of the following requirements, among which, for each requirement, at least one reference project must also be from the field of management of the transmission gas pipeline network ("gas transmission system") in the EU. The Tenderer may satisfy the reference requirements jointly with partners and/or subcontractors; in such a case, the works for which the reference is required shall be performed by the entities that provided the references.

The Contracting Authority reserves the right to verify the submitted references and may reject them if verification is not possible or if they do not meet the above requirements. For the purpose of verifying compliance with the reference requirements, The Tenderer must, upon request by the contracting authority, enable the contracting authority to inspect the reference installation of the offered version of the SCADA system at the reference client. The costs associated with the representatives of the Contracting Authority (travel, accommodation, meals, etc.) for the purpose of verification shall be borne by the Contracting Authority.

The Tender may satisfy the reference requirements together with partners and/or subcontractors. In this case, the work for which the reference is requested is carried out by the entities that provided the references.

(Instruction: complete the form for each reference project separately)

CONFIRMATION FROM THE CLIENT OF REFERENCE

Project name:

Client:

We hereby confirm that with the Contractor:

We concluded a contract (subject of the contract):

The subject of the contract/reference included (The Tenderer must submit evidence of at least three reference projects for each of the following requirements, whereby one reference project may cover the reference for several of the following requirements):

Nr.	Content	In this column it is necessary to select/circle YES or NO.		
1.	Implementation of the SCADA system comprising at least 10.000 I/O points, including both hardware and software;	YES	or	NO
2.	Replacement of RTU peripheral devices - hardware and software (at least 10 peripheral devices);	YES	or	NO
3.	The use of secure RTU - SCADA communication in accordance with the IEC 60870-5-104 and IEC 62351-3 standards;	YES	or	NO
4.	Integration of the SCADA system via service-oriented architecture (REST API or SOAP WS) with the Contracting Authority's existing information systems (at least 2 information systems);	YES	or	NO
5.	Connection with local control systems (with at least 3 local control systems) via the Modbus protocol.	YES	or	NO

In addition to the above requirements, the subject contract also included the following characteristics - in the table below, select YES or NO (*in order to meet all requirements when indicating reference projects, the Tenderer must also comply with the conditions set out in the first paragraph of this Appendix with the references provided*).

Nr.	Content	In this column it is necessary to select/circle YES or NO.
1.	The contract concerned included the implementation of the SCADA system in the field of gas pipeline transmission network management in the EU.	YES or NO
2.	The contract included integration with a gas pipeline network dynamic simulation system (such as SIMONE).	YES or NO
3.	The contract included the implementation of a SCADA system in accordance with the EN IEC 62443 standard.	YES or NO

Date of completion of the contract/reference: _____.

The Contractor (Tenderer) has performed all works in accordance with the contractual provisions. The works were carried out correctly and on time, and in compliance with the agreed procedures and professional standards.

Responsible person of the Client who can provide additional information: _____,

tel.: _____, e-mail: _____.

Only a confirmation bearing the signature of the Client is valid.

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

(Signature of the Client)

APPENDIX 4A

SUMMARY TABLE OF REFERENCE PROJECTS FOR FULFILLING THE REQUIREMENTS

The Tenderer must classify the declared reference projects from Appendix 4 in the table below, indicating which requirements each individual reference project meets. The Tenderer must submit evidence (Appendix 4) of at least three reference projects for each of the following requirements (from 1 to 5) (except for points 6 and 7, where one reference project is sufficient), whereby one reference project may cover the reference for several of the following requirements:

Nr.	Content	In this column, it is necessary to list the reference projects from Appendix 4:
1.	Implementation of the SCADA system comprising at least 10.000 I/O points, including both hardware and software;	Project name (from gas pipeline transmission network in EU): _____ Project name: _____ Project name: _____
2.	Replacement of RTU peripheral devices - hardware and software (at least 10 peripheral devices);	Project name (from gas pipeline transmission network in EU): _____ Project name: _____ Project name: _____
3.	The use of secure RTU - SCADA communication in accordance with the IEC 60870-5-104 and IEC 62351-3 standards;	Project name (from gas pipeline transmission network in EU): _____ Project name: _____ Project name: _____
4.	Integration of the SCADA system via service-oriented architecture (REST API or SOAP WS) with the Contracting Authority's existing information systems (at least 2 information systems);	Project name (from gas pipeline transmission network in EU): _____ Project name: _____ Project name: _____
5.	Connection with local control systems (with at least 3 local control systems) via the Modbus protocol.	Project name (from gas pipeline transmission network in EU): _____ Project name: _____ Project name: _____
6.	The contract included integration with a gas pipeline network dynamic simulation system (such as SIMONE).	Project name: _____
7.	The contract included the implementation of a SCADA system in accordance with the EN IEC 62443 standard.	Project name: _____

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

(Signature of the Tenderer)

APPENDIX 5

STATEMENT ON COMPLIANCE WITH CONDITIONS

The Tenderer will implement the subject of the Public Procurement in accordance with the ISO 27001 standard.

We declare, under criminal and material liability, that we will implement the subject of the Public Procurement in accordance with the ISO 27001 standard.

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

(Signature of the Tenderer)

APPENDIX 6

STATEMENT ON COMPLIANCE WITH CONDITIONS

Due to the high information security standards of the Contracting Authority, the Tenderer must have at least three (3) implementations of the offered SCADA system in the EU in the field of critical infrastructure in connection with Directive (EU) 2022/2557. The reference client must come from the sectors listed in the Annex to Directive (EU) 2022/2557.

Implementations of the offered SCADA system at Clients of the Tenderer in the EU in the field of critical infrastructure (please specify the name and address of the Client and the year of implementation):

1. _____
2. _____
3. _____

We declare, under criminal and material liability, that the offered SCADA system has been implemented in the EU at the above-mentioned Clients who operate in the field of critical infrastructure in accordance with Directive (EU) 2022/2557.

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

(Signature of the Tenderer)

APPENDIX 7

STATEMENT ON COMPLIANCE WITH CONDITIONS

The offered SCADA system must have at least 3 (three) system integrators / implementers in the EU, for which the Tenderer must submit a confirmation issued by the manufacturer of the SCADA system.

The offered SCADA system has the following system integrators / implementers in the EU (please state the name and address of the company):

1. _____
2. _____
3. _____

We declare, under criminal and material liability, that the above-mentioned companies are qualified to implement the offered SCADA system, which is further evidenced by the enclosed scanned certificates issued by the manufacturer of the offered SCADA system for all three (3) companies listed above.

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

(Signature of the Tenderer)

APPENDIX 8

STATEMENT ON COMPLIANCE WITH CONDITIONS

The project must be implemented in compliance with Security Level 2 (SL2) of the IEC 62443 standard (security for industrial automation and control systems).

The project must be compliant with the following standards::

- **IEC 62443-4-2:2019** (Technical Security Requirements for IACS components)
 - The Tenderer must provide RTU devices that hold the IEC 62443-4-2:2019 SL1 (Security Level 1) certificate. The RTU device must also be either in the process of obtaining the IEC 62443-4-2:2019 SL2 certificate or already hold such a certificate. If the RTU device is in the process of obtaining the SL2 certificate, the Tenderer must submit a manufacturer's statement. The RTU devices must hold the IEC 62443-4-2:2019 SL2 (Security Level 2) certificate prior to their installation within the framework of the project under this Public Procurement.
- **IEC 62443-3-3:2019** (System security requirements and security levels)
- **IEC 62443-2-3** (Patch management in the IACS environment).

Note: The implementation of the project in accordance with the above-mentioned IEC standards will be verified twice by an external contractor approved by the Contracting Authority: once during the Detailed Design phase and again after the completion of the project implementation and prior to final handover. All deficiencies identified during the aforementioned verifications must be fully remedied before the Contracting Authority takes over the Central Process Control System. The Contracting Authority allows the Tenderer the possibility to replace the RTU device selected in the first phase of the Public Procurement procedure with a new one in the second phase of the Public Procurement procedure, whereby the same conditions apply to the new RTU device as those specified in point 4.5.5, item 1, and in Appendix 8. The Tenderer must notify the Contracting Authority of the replacement of the RTU device in the second phase of the Public Procurement procedure.

We declare, under criminal and material liability, that the subject of this Public Procurement will be implemented in compliance with Security Level 2 (SL2) of the IEC 62443 standard (security for industrial automation and control systems), and we accept the two-stage external audit as outlined in the note above.

We also attach scanned copies of the following documents:

- IEC 62443-4-2:2019 SL2 certificate for the offered RTU device,
or
- For the offered RTU device:
 - a) IEC 62443-4-2:2019 SL1 certificate, and
 - b) Declaration from the manufacturer stating that it is in the process of obtaining the SL2 certificate.

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

(Signature of the Tenderer)

APPENDIX 9

STATEMENT ON FULFILLMENT OF PERSONNEL REQUIREMENTS

The Tenderer must provide the following experts:

- **Project Manager:** At least 3 successfully completed SCADA projects, whereby at least one must be in the EU in the field of critical infrastructure in connection with Directive (EU) 2022/2557, and at least 5 years of experience in managing SCADA system implementation projects, which must be evident from the attached CV.
- **SCADA system Expert:** At least 5 years of experience working on SCADA system implementation projects, which must be evident from the attached curriculum vitae. The SCADA system expert must have, in the last five years, at least two (2) successfully completed projects with the same SCADA system manufacturer as the one offered by the Tenderer.
- **Software Developer for Data Integration and Additional Functionalities:** At least 5 years of software development experience, as evident from the attached CV.
- **Peripheral Equipment Expert (integration with RTU devices, local control systems, and others):** At least 5 years of experience working on SCADA system implementation projects and experience in peripheral equipment integration, which must be evident from the attached CV;
- **Information Security Expert:** At least 5 years of experience working in the field of information security on SCADA system implementation projects, which must be evident from the attached CV. The expert must hold a certificate of training on the IEC 62443 standard, with which the Tenderer proves that the designated expert has knowledge of the IEC 62443 standard. The certificate must demonstrate the competence of the expert designated by the Tenderer in the content areas of the IEC 62443 standard that need to be taken into account during the implementation of the subject of the project and are described in chapter 4.5.5 of the Tender documentation. Training and the acquisition of a certificate of training on the IEC 62443 standard are possible for individuals through qualified training providers (such as the ISA (International Society of Automation) association, DSG Academy, Exida, OTT Europe, PECB, etc.). The designated expert must acquire the required knowledge or certificate no later than three (3) months from the start of validity of the contract for the execution of the subject of this Public Procurement.
- **GIS Integration Expert:** At least 3 years of experience working in the field of SCADA and GIS integration, which must be evident from the attached curriculum vitae. The Contracting Authority allows the Tenderer to fulfil this requirement with two persons. In such a case, the Tenderer must designate a GIS expert with at least 3 years of experience in GIS integration with external systems and a SCADA expert with at least 3 years of experience in SCADA integration with external systems.;
- **System Administrator:** At least 5 years of experience in system and network administration and configuration on servers (with the operating system that the Tenderer will offer in this project). The system administrator must have experience with network segmentation in accordance with IEC 62443, configuring network switches, establishing and configuring VLAN networks, configuring networks in process systems, and configuring domain controllers;
- **Cisco Hardware and Software Expert:** At least 5 years of experience working with Cisco equipment and trained in configuring Cisco firewalls;
- **Expert in configuring encrypted data backup devices:** At least 3 years of experience in configuring systems for encrypted data backup and performing data restoration from such systems (specialized backup devices such as Dell EMC Data Domain).

Note: The CVs of the Tenderer's nominated experts for all nine areas of expertise must clearly demonstrate compliance with the required period of experience. The Tenderer shall enter data for each expert in the table below, showing that the expert has participated in the successful implementation of similar projects. The Tenderer may satisfy the personnel references jointly with partners and/or subcontractors; in this case, the works for which the reference is required shall be performed by the entities that provided the references.

All experts through whom the Tenderer demonstrates personnel capacity must actually participate in the implementation and subsequently, during the warranty period of the Central Process Control System. In the event of a justified replacement, the chosen Contractor must ensure substitution with personnel of equivalent expertise who meet the requirements set out in this documentation, and, upon submission of evidence, obtain the contracting authority's approval. Subject to suitable evidence, one person may serve as an expert in several areas of expertise.

The Tenderer must complete the following table (list):

Nr.	Type of personnel	Name and Surname
1.	Project Manager: At least 3 successfully completed SCADA projects, of which at least one must be in the EU in the field of critical infrastructure in connection with Directive (EU) 2022/2557, and at least 5 years of experience in leading SCADA system implementation projects, which must be evident from the attached curriculum vitae.	

2.	SCADA system Expert: At least 5 years of experience working on SCADA system implementation projects, which must be evident from the attached curriculum vitae. The SCADA system expert must have, within the last five years, at least two (2) successfully completed projects with the same SCADA system manufacturer as the one that will be offered by the Tenderer.	
3.	Software Developer for Data Integration and Additional Functionalities: At least 5 years of software development experience, as evident from the attached CV.	
4.	Peripheral Equipment Expert (integration with RTU devices, local control systems, and others): At least 5 years of experience working on similar SCADA system implementation projects and experience in peripheral equipment integration, which must be evident from the attached CV;	
5.	Information Security Expert: At least 5 years of experience working in the field of information security on SCADA system implementation projects, which must be evident from the attached curriculum vitae. The expert must hold a certificate of training on the IEC 62443 standard, with which the Tenderer proves that the designated expert has knowledge of the IEC 62443 standard. The certificate must demonstrate the competence of the expert designated by the Tenderer in the content areas of the IEC 62443 standard that need to be taken into account during the implementation of the subject of the project and are described in chapter 4.5.5 of the Tender documentation. Training and the acquisition of a certificate of training on the IEC 62443 standard are possible for individuals through qualified training providers (such as the ISA (International Society of Automation) association, DSG Academy, Exida, OTT Europe, PECB, etc.). The designated expert must acquire the required knowledge or certificate no later than three (3) months from the start of validity of the contract for the execution of the subject of this Public Procurement.	
6.	GIS Integration Expert: At least 3 years of experience working in the field of SCADA and GIS integration, which must be evident from the attached CV. The Contracting Authority allows the Tenderer to fulfil this requirement with two persons. In such a case, the Tenderer must designate a GIS expert with at least 3 years of experience in GIS-side integration with external systems and a SCADA-side expert with at least 3 years of experience in SCADA integration with external systems;	
7.	System Administrator: At least 5 years of experience in system and network administration and configuration on servers (with the operating system that the Tenderer will offer in this project). The system administrator must have experience with network segmentation in accordance with IEC 62443, configuring network switches, establishing and configuring VLAN networks, configuring networks in process systems, and configuring domain controllers;	
8.	Cisco Hardware and Software Expert: At least 5 years of experience working with Cisco equipment and trained in configuring Cisco firewalls;	

9.	Expert in configuring encrypted data backup devices: At least 3 years of experience in configuring systems for encrypted data backup and performing data restoration from such systems (specialized backup devices such as Dell EMC Data Domain).	
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At the same time, we attach:

- scanned copies of the required Curricula Vitae and valid certificates, where these are required.

If the Contracting Authority subsequently requests the submission of additional evidence regarding this statement, the Tenderer agrees by signing that the required evidence will be provided subsequently.

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

(Signature of the Tenderer)

APPENDIX 10

STATEMENT ON COMPLIANCE WITH CONDITIONS

The Tenderer shall agree to the following requirements for the performance of the contract, which shall enter into force upon commencement of the implementation of the subject of this Public Procurement:

- In the event of detection of a cyber incident being detected on its side, the Tenderer shall immediately notify the Contracting Authority's representative thereof and provide the relevant information.
- For persons who will be authorized to have direct or remote access to the contracting authority's premises, information, or control systems, the Tenderer shall deliver consent to conduct a background check base on Article 17 of the Critical Infrastructure Act (Official Gazette of the Republic of Slovenia, No. 75/17, 189/21 - ZDU-1M, 102/24 - ZKI-1) within 15 days of the Contracting Authority's request.
- The Contracting Authority shall record all activities performed in its environment in such a way that the Tenderer, if selected, shall access the Contracting Authority's environment exclusively through the PAM (Privileged Access Management) system during the execution of the contract, which the Tenderer expressly agrees to.
- For access to the Contracting Authority's environment, the Tenderer, as the chosen Contractor, will use two-factor authentication. The two-factor authentication system is provided by the Contracting Authority. During the execution of the contract, the Tenderer shall protect the Contracting Authority's network against threats from external networks with equipment ensuring the highest possible level of protection against malware and external intrusions into systems, services, and data.
- At the Contracting Authority's written request, the Tenderer shall, during the execution of the Contract, provide all data relevant to ensuring the security of systems, services, and information for the performance of services
- During the execution of the Contract, the Contracting Authority shall have the right to audit the chosen Contractor (the Contracting Authority reserves the right to verify the level of security provided by the chosen contractor through security checks of the chosen Contractor's information system).
- For the purposes of reporting, managing and resolving errors related to the operation of the Central Process Control System, the Tenderer, as the selected contractor, must use the information solution established by the Contracting Authority for this purpose.

We declare, under criminal and material liability, that by signing this statement, we accept all the above-mentioned requirements.

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

(Signature of the Tenderer)

APPENDIX 11

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 fulfil the conditions set out in points 4.2 and 4.3 of this Tender documentation, while the other conditions may be fulfilled jointly, unless otherwise specified for the individual condition.

Note:

- The Tenderer who does not submit the application with Subcontractors is not required to submit APPENDIX 11 as part of the application documentation.
- In the first phase, only the approximate scope of work that each Subcontractor will take over and perform is indicated. The Contracting Authority will request the precise definition of the works that each Subcontractor will take over and perform, as well as the specification of the share of each Subcontractor, in the second phase and will include it in the invitation to submit a Tender, together with the bills of quantities and the project documentation.

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
The approximate scope of work to be performed by the subcontractor	

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

(Signature of the Tenderer)

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

(Signature of the Subcontractor)

APPENDIX 12

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 contain at least the following: identification of all partners in the group (name and address of the partner, legal representative, registration number, tax number, transaction account number), authorisation granted to the leading partner in the group, unlimited joint and several liability of all partners in the group towards the Contracting Authority, scope of work that each partner in the group will take over and perform, method of payment either through the leading partner in the group or directly to each of the partners in the group, provisions in the event of withdrawal of any of the partners in the group, resolution of disputes among the partners in the group, any other possible rights and obligations among the partners in the group, validity period of the legal act.

Each Tenderer from a group of Tenderers must individually fulfil the conditions set out in points 4.2, 4.3 and 4.4 of this Tender documentation, while the other conditions may be fulfilled jointly, unless otherwise specified for the individual condition.

Note:

- A Tenderer who does not submit a joint bid is not required to provide APPENDIX 12 as part of the Tender documentation.
- In the first phase, only the approximate scope of work that each partner in the group will take over and perform is indicated. The Contracting Authority will request the precise definition of the works that each partner in the group will take over and perform, as well as the specification of the share of each partner, in the second phase and will include it in the invitation to submit a Tender, together with the bills of quantities and the project documentation.

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

(Signature of the Tenderer)

APPENDIX 13

SAMPLE GUARANTEES FOR ENSURING QUALITY AND TIMELY DELIVERY OF CONTRACTUAL OBLIGATIONS ("PERFORMANCE BOND")
AND FOR RECTIFICATION OF DEFECTS DURING THE WARRANTY PERIOD ("WARRANTY BOND")

Note: The annexes contain sample guarantees that be followed by the bank/insurance company that will issue guarantees.

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

(Signature of the Tenderer)

GUARANTEE FOR ENSURING QUALITY AND TIMELY DELIVERY OF CONTRACTUAL OBLIGATIONS (“PERFORMANCE BOND”)

Note: The annex contains a sample guarantee that must be followed by the bank/insurance company issuing the guarantee.

GUARANTOR

Date: _____

TYPE OF SECURITY: GUARANTEE FOR PROPER AND TIMELY PERFORMANCE OF CONTRACTUAL OBLIGATIONS

GUARANTEE NUMBER: _____

GUARANTOR: _____

CONTRACTING AUTHORITY (Tenderer): _____

BENEFICIARY: _____

BASIC OBLIGATION: the obligation of the guarantor, arising from contract No. _____ dated _____, under which the guarantor undertook to perform _____ (hereinafter: Basic Obligation) in the amount of _____ EUR.

AMOUNT IN EUR: _____

DOCUMENTS THAT MUST BE ATTACHED, IN ADDITION TO THE STATEMENT, TO THE PAYMENT REQUEST AND ARE SPECIFICALLY REQUIRED IN THE TEXT BELOW: _____

LANGUAGE OF THE REQUIRED DOCUMENTS: Slovenian

FORM OF SUBMISSION: In paper form via registered mail or any form of express mail, or delivered in person, or in electronic form via the SWIFT system to the address _____

PLACE OF SUBMISSION: _____

VALIDITY PERIOD: _____

THE PARTY RESPONSIBLE FOR PAYING THE COST: Tenderer, which will procure the guarantee.

The Guarantor irrevocably and unconditionally undertakes under this guarantee to pay the Beneficiary upon the Beneficiary's first written demand, which shall be accompanied by a written statement from the Beneficiary that the Contracting Authority (Tenderer) has failed or has not timely performed the Basic Obligations, paid any amount invoked up to the guarantee..

With each partial payment under this guarantee, the Guarantor's obligation shall be correspondingly reduced by the amount paid.

This guarantee is non-transferable.

This guarantee shall enter into force on the date of issuance. Regardless of whether this guarantee is returned to the Guarantor, the Guarantor's obligations under this guarantee shall cease if the Guarantor does not receive a correct written demand for payment no later than _____. If this day is not a business day, then the preceding business day, and specifically by _____ hours. Prior to the specified day, this guarantee shall only cease to be valid on the condition that the Guarantor receives the original of this guarantee along with the Beneficiary's statement waiving its claims under this guarantee.

A written demand for payment under this guarantee shall be considered correct if delivered to the Guarantor in original form at the above address, by registered mail, courier, or via SWIFT, and references the number of this guarantee.

For the purposes of this guarantee, a business day shall mean any day except Saturdays, Sundays, public holidays, and days on which the Guarantor does not operate during normal business hours.

Any disputes arising from this guarantee shall be subject to the jurisdiction of the competent court in Ljubljana.

This guarantee shall be governed by the Uniform Rules for Demand Guarantees (URDG), 2010 revision, issued by the ICC under No. 758.

GUARANTOR
(Signature)

GUARANTEE FOR RECTIFICATION OF DEFECTS DURING THE WARRANTY PERIOD (“WARRANTY BOND”)

NOTE: The annex contains a sample of the guarantee that must be followed by the bank/insurance company issuing the guarantee.

GUARANTOR

Date: _____

TYPE OF INSURANCE: WARRANTY GUARANTEE FOR RECTIFICATION OF DEFECTS DURING THE WARRANTY PERIOD

GUARANTEE NUMBER: _____

GUARANTOR: _____

CONTRACTING AUTHORITY (Tenderer): _____

BENEFICIARY: _____

BASIC OBLIGATION: the obligation of the guarantor, arising from contract No. _____ dated _____, under which the guarantor undertook to perform _____ (hereinafter: Basic Obligation) in the amount of _____ EUR.

AMOUNT IN EUR: _____

DOCUMENTS THAT MUST BE ATTACHED, IN ADDITION TO THE STATEMENT, TO THE PAYMENT REQUEST AND ARE SPECIFICALLY REQUIRED IN THE TEXT BELOW: _____

LANGUAGE OF THE REQUIRED DOCUMENTS: Slovenian

FORM OF SUBMISSION: In paper form via registered mail or any form of express mail, or delivered in person, or in electronic form via the SWIFT system to the address _____

PLACE OF SUBMISSION: _____

VALIDITY PERIOD: _____

THE PARTY RESPONSIBLE FOR PAYING THE COST: Tenderer, which will procure the guarantee.

The Guarantor irrevocably and unconditionally undertakes under this guarantee to pay the Beneficiary upon the Beneficiary's first written demand, which shall be accompanied by a written statement from the Beneficiary that the Contracting Authority (Tenderer) has failed or has not timely performed the Basic Obligations, paid any amount invoked up to the guarantee..

With each partial payment under this guarantee, the Guarantor's obligation shall be correspondingly reduced by the amount paid.

This guarantee is non-transferable.

This guarantee shall enter into force on the date of issuance. Regardless of whether this guarantee is returned to the Guarantor, the Guarantor's obligations under this guarantee shall cease if the Guarantor does not receive a correct written demand for payment no later than _____. If this day is not a business day, then the preceding business day, and specifically by _____ hours. Prior to the specified day, this guarantee shall only cease to be valid on the condition that the Guarantor receives the original of this guarantee along with the Beneficiary's statement waiving its claims under this guarantee.

A written demand for payment under this guarantee shall be considered correct if delivered to the Guarantor in original form at the above address, by registered mail, courier, or via SWIFT, and references the number of this guarantee.

For the purposes of this guarantee, a business day shall mean any day except Saturdays, Sundays, public holidays, and days on which the Guarantor does not operate during normal business hours.

Any disputes arising from this guarantee shall be subject to the jurisdiction of the competent court in Ljubljana.

This guarantee shall be governed by the Uniform Rules for Demand Guarantees (URDG), 2010 revision, issued by the ICC under No. 758.

GUARANTOR
(Signature)

APPENDIX 14

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 120 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 5,000,000.00;
- 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 15

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 that the final clean copy of the contract may deviate from the attached sample if, during the negotiation phase, agreed changes and deviations arise that could affect the attached sample contract, but do not alter the purpose and subject of the procurement.

SAMPLE CONTRACT

CONTRACT Nr. _____

Central Process Control System

concluded between:

the Client:

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

Represented by
General Manager mag. Matija Bitenc

And member of the Management Board Aleš Gruden

VAT ID No.: SI31378285
Registration No.: 1954288000
Bank Account No.: SI56 0292 3025 4424 156
held with NLB d.d.

and

the Contractor:

Represented by the Director:

VAT ID No.:

Registration No.:

Bank Account No.:

Opened with the bank:

I. INTRODUCTION

Article 1

The Contracting Parties acknowledge that the contracting authority has carried out the Public Procurement procedure in accordance with 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; hereinafter: ZJN-3), procurement reference number: P/JN/05/2025/TS-ST. The Contracting Parties further acknowledge that, within the framework of the said Public Procurement procedure, the Client selected the Contractor as the most advantageous Tenderer for the execution of the works under this Contract.

II. SUBJECT OF THE CONTRACT

Article 2

The subject of this Contract is the purchase and implementation of a Central Process Control System in the company Plinovodi d.o.o. as the operator of the gas transmission system in Slovenia.

The implementation of the Central Process Control System under this Contract shall mean the supply of all necessary equipment to the Client's locations, the installation of such equipment, and the performance of all works required under this Contract, all in accordance with the Client's Technical specification, which the Contractor received in the Public Procurement procedure, and with this Contract. Within the contractually agreed price, the Contractor shall procure and supply all equipment necessary for the implementation of the Central Process Control System, install such equipment, carry out all necessary tests on the installed equipment, and deliver the supplied and tested system, including all required documentation and training of the Client's employees, to the Client. The Contractor shall be responsible for the execution and completion of the entire subject of this Contract, as well as for the rectification of defects during the Contract validity.

Within the framework of this Contract, the Contractor undertakes not to interfere with any other infrastructure or IT equipment of the Client, other than that which is the subject of supply under this Contract, unless prior written approval of the Client has been obtained.

III. CONTRACT VALUE

Article 3

The contractual value under this Contract is determined based on the Tender documentation No. _____ dated _____ and all subsequent agreements between the Client and the Contractor made during the negotiations for this order. The entire Tender documentation for Public procurement No. P/JN/05/2025/TS-ST, including Tender documentation No. _____ dated _____ and all negotiation records with the Contractor, forms an integral part of this Contract.

The Client and the Contractor agree under this Contract that the Total contractual value under this contract amounts to

_____ EUR

(in words: _____ 00/100 EUR).

The contractual value is broken down by individual items in the Tender documentation No. _____ dated _____ and in the Minutes of negotiations with the Contractor, which form an integral part of this Contract. The Client reserves the right not to award orders in the entire Contract value.

The price does not include value-added tax (VAT).

The contractual value includes the price for the equipment and the price for carrying out all works and other agreed tasks and equipment required for the implementation of the Central Process Control System, including the warranty period of 24 months, whereby the contractual value of the equipment and works per unit is fixed (fixed price) until the end of the contract validity and the total value of the equipment and works must not exceed the Total contractual value.

If the Client and the Contractor determine that the index for activity J62 - Computer programming, consultancy and related activities, published by the Statistical Office of the Republic of Slovenia (SURS), has changed by more than 10% during the term of the contract compared to the value of the index on the date the contract entered into force, they agree that the prices shall be increased by 75% of the determined index increase.

IV. BILLING

Article 4

The Contractor shall invoice the equipment and works under this Contract in the manner set out in this Article.

The Contractor shall issue invoices to the Client for the delivered equipment and all completed works in accordance with the enclosed handover protocol. The payment term is 30 days from the date of receipt of the invoice accompanied by the handover acceptance protocol.

The total value of all invoices before the final invoice may not exceed 80% of the value of the equipment and works according to the Client's technical specifications as set out in the Tender documentation.

The Contractor shall issue an invoice to the Client together with the final handover protocol within 20 days after the completion of all works under this Contract, following the acceptance of the Central Process Control System by the Client, and after the submission of the Warranty Bond for the remedy of defects during the warranty period, which the Contractor is obliged to provide to the Client.

For unforeseen works or additional equipment arising during execution of this Contract, the Contractor shall submit a proposal to the Client before performing such works or deliver equipment. Unforeseen works shall be carried out and invoiced based on the proposal, which must be previously approved by the Client.

V. PAYMENT

Article 5

The Contractor shall issue an invoice to the Client for the successfully performed works or delivered equipment, which must be sent to the Client's address. The invoice must include a specification indicating the quantity and type of works performed or equipment delivered.

The Client shall make payment within 30 days after receiving the invoice to the transaction account of the Contract No. _____, opened at the bank _____ (name of the bank).

If the Client does not agree with the issued invoice fully, he shall reject it in writing within a maximum of 14 days and state the grounds of irregularities, and the Contractor is obliged to issue a new invoice. If within the agreed deadline, the Contractor does not receive the Client's written complaint stating the grounds for the objection, it shall be considered that the invoice is fully confirmed.

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

If the Contractor issues invoices and accompanying documents electronically (XML and PDF files), they shall inform the Client of this upon signing the Contract and obtain the Client's signed consent for sending e-invoices.

VI. OBLIGATIONS OF THE CLIENT

Article 6

The Client undertakes to:

- Cooperate with the Contractor to ensure that the acceptance of equipment and services is carried out in a timely manner and to the mutual satisfaction of both parties;
- Keep the Contractor continuously informed of any changes and the occurrence of circumstances that could affect the performance of the subject of the contract.
- To protect the confidentiality of the Contractor's and its partners' business data and information, as well as the confidentiality of all technical and other information and the Contractor's documents.

Article 7

If, during the execution of the works covered by this contract, it becomes apparent that the Contractor is not complying with the contractual terms and conditions, or has not commenced the works at all, resulting in any defect in the performed work, the Client shall notify the Contractor of the non-compliance. If the Contractor still does not immediately remedy the defects, the Client may, at its discretion, terminate the Contract and claim the performance bond for ensuring quality and timely delivery of the project.

The Client also has the right to terminate the Contract if the Contractor fails to secure the consent of the person referred to in item 11 of paragraph 1 of Article 8 of this contract. In the event of termination of the Contract for this reason, the Client is entitled to a contractual penalty of 1% of the total contract value under this Contract.

VII. OBLIGATIONS OF THE CONTRACTOR

Article 8

The Contractor undertakes to:

- Perform the obligations with the diligence of a skilled professional, correctly, conscientiously, with quality, on time, in accordance with the Client's requirements and the scope of activities specified in the Contract, and in compliance with applicable legislation and with the regulations of the Republic of Slovenia with regard to the subject of the Contract;
- Keep the Client updated on the current issues and the occurrence of circumstances which might affect the timely implementation of the commitments;
- Protect the confidentiality of the business data and information of the Client and its partners, as well as the confidentiality of all the technical and other information and documents;
- Be fully responsible for the quality of the performance of the subject of this Contract and compliance with the anticipated deadlines for the performance of the subject of this Contract, whether they perform the works themselves or they are performed by their Subcontractors;
- Address findings from cybersecurity assessments of the solution subject of this Contract and remediate all vulnerabilities;
- Provide the Client with all Financial Securities in accordance with this Contract;
- Immediately rectify all defects identified by the Client during the warranty period upon first notice;
- Submit a monthly report to the Client at the end of each month on the work performed, including at least the scope of planned tasks completed during the reported month;
- Cooperate with the Client and its representatives in order to perform the accepted works in a timely manner and to their mutual satisfaction;
- Immediately notify the Client's representative in the event of a cybersecurity incident on its side and provide relevant information;
- For personnel authorized for direct or remote access to the Client's premises, information, or control systems, submit consent for background checks under Article 17 of the Critical Infrastructure Act (Official Gazette of RS, No. 75/17, 189/21 - ZDU-1M, 102/24 - ZKI-1) within 15 days of the Client's request;
- Allow the Client to record all activities carried out in the Client's environment in such a way that the Contractor accesses the Client's environment exclusively through the PAM (Privileged Access Management) system, to which the Contractor expressly agrees;
- Use two-factor authentication for access to the Client's environment; the two-factor authentication system will be provided by the Client;
- Protect the Client's network from external threats with equipment ensuring the highest possible security against malware and external intrusions into systems, services, and data;
- Provide, upon written request by the Client, all data relevant to ensuring the security of systems, services and information for the provision of service;
- Allow the Client to conduct audits of the Contractor (the Client reserves the right to verify the level of security provided by the Contractor through security checks of the Contractor's information system).
- Submit to the Contracting Authority, within three (3) months from the start of validity of the contract, a certificate of training on the IEC 62443 standard for the designated information security expert. Failure to fulfil this obligation constitutes improper performance of the contract, for which a contractual penalty in the amount of 1 % of the contract value shall be applied;
- Ensure the physical presence of a SCADA system expert with similar knowledge as the designated SCADA system implementation expert within 4 hours from the reporting of the fault at the Contracting Authority's location, if the resolution of the fault requires physical intervention;
- During the warranty period, provide a response to fault reports and rectification of faults in a 24/7 regime.

VIII. REPRESENTATIVES

Article 9

The Client's representative under this contract is:

- Mr./Ms. _____, Tel.: _____, Email: _____.

The Contractor's representative under this contract is:

- Mr./Ms. _____, Tel.: _____, Email: _____.

IX. DEADLINE FOR COMPLETION AND CONTRACTUAL PENALTY

Article 10

By entering into this Contract, the Contractor undertakes to complete the subject of this Contract no later than the deadline specified in the Contractor's submitted offer. The deadline may be extended only in the event of force majeure or by agreement with the Client.

Article 11

The Contracting Parties agree on a contractual penalty for exceeding the contract deadline in the amount of 0.1% per day of the contract value, but not exceeding 10% of the total contract value under this Contract.

In case of a delay, the Client reserves the right to demand both the fulfilment of the Contractor's obligations and the contractual penalty. The Contracting Parties agree that in the event of a delay in performing the work under this contract, the Client will first charge the contractual penalty in accordance with this Contract, which will be offset against the obligation to pay for the completed work.

The Contracting Parties agree that payment of the contractual penalty for delay in performing the work does not exclude the Contractor's liability for damages that the Client may suffer due to the delay. They also agree that payment of the contractual penalty under this contract does not exclude the enforcement of the Performance bond for the proper and timely execution of contractual obligations.

The contractual penalty will be settled with an invoice accompanied by the confirmed final handover report.

X. FORCE MAJEURE

Article 12

Force majeure shall include all unforeseeable events that are not attributable to the fault of the contractual parties, that prevent the timely performance of contractual obligations, and that are also recognised as force majeure under the Obligations Code (Official Gazette of the Republic of Slovenia, No. 97/07 - official consolidated text, 64/16 - Constitutional Court decision, 20/18; hereinafter: OZ).

The Contracting Party that experienced *force majeure* shall be obliged to notify the other Contracting Party about the occurrence and ending of *force majeure*. The Contracting Party must do this no later than 3 days after the occurrence and / or ending of *force majeure*, and must be accompanied by credible evidence of the existence and duration of *force majeure*.

Contractual deadlines shall be extended for a period not less than duration of the *force majeure*. New deadlines shall be agreed upon by mutual agreement between the Contracting Parties.

XI. WARRANTIES

Article 13

The Contractor shall be liable to the Client for the proper performance of the contractual obligations, which include the agreed quality, quantity, and deadlines specified in this Contract.

The Contractor shall provide the Client with a Performance bond for proper and timely performance of contractual obligations, issued by a financial institution established in the EU, or an appropriate surety bond issued by an insurance institution established in the EU, in the amount of 5% (five percent) of the total contract value excluding VAT, no later than 30 (thirty) days from the signing of this Contract. The validity of the Performance bond or surety bond must extend at least 60 (sixty) days beyond the deadline for the final completion of all works.

Following the successful handover of the Central Process Control System to the Client, the Contractor shall, no later than 15 days before the expiry of the Performance bond for proper and timely performance of contractual or appropriate surety bond, submit to the Client a Warranty bond for the rectification of defects during the warranty period of 24 months, issued by a bank established in the EU, or an appropriate surety bond issued by an insurance institution established in the EU, in the amount of 3% (three percent) of the executed contract value excluding VAT.

The validity period of the Warranty bond or surety bond shall be 30 (thirty) days beyond the general warranty period specified in this Contract. Should the Contractor fail to provide the Warranty bond or the appropriate surety bond within the required period, the Client may enforce the Performance bond or surety bond received, and it shall be deemed that the handover has not been completed. If the warranty period is extended, the Contractor must provide the Client with an extension of the Warranty bond or surety bond for at least the same period of time.

XII. PROTECTION OF CONFIDENTIAL BUSINESS DATA

Article 14

The Parties agree that all the data or information of a business, technical or financial nature, are commercially sensitive and are acquired by the Client in the performance of his business activity or on the basis of contractual relationships and can be commercially useful or have the nature of trade secrets as provided by the legislation in the areas of companies, energy legislation and the Compliance Programme..

The contractual parties undertake, by concluding this contract, that without the prior written consent of the other contractual party they shall not:

- Use the confidential or commercial sensitive information for any purpose other than the purpose agreed in Article 2 of this Contract;
- Disclose confidential or commercially sensitive information to other persons.

The Contracting Parties agree that the following confidential or commercial sensitive information are the exception:

- Those that are already well-known on the day of their disclosure;
- Those for the acquisition of which there is a legal basis for this disclosure on the date of their disclosure;
- Those which the Contracting Party has acquired or those that have been disclosed to it by other persons, but not on the basis of a breach provisions of this Contract;
- Those for which the Contracting party has given prior written consent regarding the manner and scope of its use;
- Those which are required to be disclosed in accordance with the court decision or at the request of a state authority or state institution, provided that the Client was previously aware of the nature and purpose of this disclosure.

The contractual party, by signing this contract, warrants that it has established all appropriate technical and organisational security measures and mechanisms, in compliance with the best available techniques (BAT - Best Available Techniques), for the transmission, receipt, processing, management, storage and destruction of business-sensitive data and information, and that it thereby ensures a modern, reliable and appropriate level of protection of data and information.

The Contracting Parties further agree that they shall fully comply with the provisions of the Personal Data Protection Act (Official Gazette of the RS, No. 163/22, 40/25 - ZInFV-1; hereinafter: ZVOP-2) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as: the "GDPR"), irrespective of whether the Contractor shall acquaint himself with the personal data in the direct provision of services to the Client, through written documentation, electronic business communication, or any other way.

The Contractor, as the Data Processor, and the Client, as the Data Operator, agree that the Data Processor shall process only those personal data on behalf of the Data Operator and to the extent necessary for the implementation of this Contract, and only until the expiration of the Contract.

The Data Processor undertakes to:

- Process personal data only in accordance with documented instructions from the Data Controller;
- Ensure that persons authorized to process personal data are bound to a confidentiality obligations or bond to confidentiality by a special law;
- Take all measures to ensure: the continued confidentiality, integrity, availability, and resilience of processing systems and services; the ability to recover in a timely manner the availability and access to personal data in the event of a physical or technical incident; the process of regular testing, evaluation and valuation of the effectiveness of technical and organizational measures for ensuring the safety of processing;
- Take into account, when considering the appropriate level of security, particularly the risks posed by processing, in particular as a result of unintended or unlawful destruction, loss, modification, unauthorized disclosure or access to personal data sent, stored or otherwise processed;
- Ensure that any natural person who shall process personal data as a Data Sub-Processor shall not process personal data without written instructions from the Data Operator, unless this is required from that person by European Union law or national law;
- Assist the Data Operator, while taking into account the nature of the data, with the appropriate technical and organizational measures, as far as possible, in meeting its obligations to respond to requests for the exercising of rights of the data subject under the provisions of the GDPR (e.g., right of access, right of cancellation, right of correction, right to restriction of processing, right to data transferability, right of reply and right to appeal);
- After the expire of the validity of the Contract, delete or return all personal data to the Data Operator and destroy any existing copies, unless the preservation is prescribed by the applicable regulations;
- Provide the Data Operator with all the information necessary to demonstrate the fulfilment of the obligations set out in this Article and enable the Data Operator or another Auditor authorized by the Data Operator to perform audits, as well as participate in them. The Data Operator undertakes to announce the control at least five (5) days prior to the performance of the audit;
- Recruit the Data Subcontractor only if he had previously obtained written authorisation from the Data Operator, as well as ensure that the same obligations between the Data Processor and Data Sub-Processor are established as between the Data Operator and the Data Processor, and that a written contract has been concluded between them.

In accordance with applicable law and this Contract, the Contracting Party shall be liable for damages and criminally liability due to any unauthorized disclosure of confidential or commercial sensitive data obtained under this Contract.

XIII. MEETINGS AND REPORTING

Article 15

The Contractor's authorized representative shall organize a meeting once a week, which must be attended at a minimum by the Client's Project Manager and, at the Client's discretion, other relevant Client employees. During the meeting, the activities completed in the preceding period will be reviewed, and the activities planned for the upcoming period will be determined. The Contractor shall keep minutes of the meeting.

The Contractor shall prepare a monthly progress report once a month, which shall include a comparison of the actual progress of the work with the implementation of the detailed schedule for equipment delivery and project implementation. The report shall specify in detail any reasons for delays relative to the schedule and describe the measures the Contractor has taken to meet the detailed schedule for equipment delivery and project implementation.

XIV. INTELLECTUAL RIGHTS

Article 16

The Contractor, upon full payment of all contractual obligations by the Contracting Authority, transfers to the Contracting Authority all individual economic copyright rights in accordance with applicable legislation, specifically for all source code, configurations, integrations, security mechanisms, data flows, scripts, algorithms, technical solutions and other elements of the software that were developed wholly or partially specifically for this project and do not constitute standard, pre-existing solutions of the Contractor (hereinafter jointly referred to as: specific solutions).

The transfer of rights shall be effected on a geographically unlimited basis, for the entire duration of the statutorily prescribed copyright protection and for all known and future methods of use by or on behalf of and for the account of the Contracting Authority, without any additional remuneration other than the payment stipulated in this contract. The Contracting Authority may further transfer, for consideration or free of charge, the economic copyright rights acquired under this clause to third parties, either in part or in whole, without requiring the express consent of the Contractor or having to pay the Contractor any additional fee, royalty or any other costs for such transfer.

Upon completion of the project, the Contractor shall deliver to the Contracting Authority the latest version of the software code, the complete source code in readable and structured form, as well as the corresponding technical and user documentation, which shall include at least the system architecture, descriptions of the modules, classes, libraries and interfaces used, instructions for installation, configuration and maintenance, and a description of all dependencies and external connections.

The documentation referred to in the preceding paragraph must be sufficiently detailed to enable the Contracting Authority to independently use, maintain, debug and further develop the software without the involvement of or consent from the Contractor.

The Contractor declares and warrants that:

- it is the sole holder of the rights to the transferred source code or has the appropriate rights for the transfer,
- the transferred rights do not infringe the rights of third parties,
- no part of the software contains hidden mechanisms (e.g. time limitations, locking mechanisms, so-called "backdoors") that would restrict its use by the Contracting Authority.

The Contractor undertakes not to exercise moral copyright rights (to the extent permitted by law) insofar as such exercise could restrict the use, modification or further development of the software by the Contracting Authority in accordance with this clause.

By transferring the rights to the Contracting Authority, the Contractor also retains copyright rights (i.e. the transfer is non-exclusive), but through this contract the Contractor must ensure that the transfer to the Contracting Authority provides unlimited further use of the specific solutions for all cases and in all ways that serve to fulfil the direct and indirect business or organisational objectives of the Contracting Authority, including full control over the further development of such specific solutions, including their adaptations, as well as of the system as a whole, whereby the Contracting Authority exercises its rights (either independently or by engaging other contractors) solely for its own needs (use, maintenance, enhancements, adaptations, etc. of the specific solutions).

XV. CONTRACTOR'S LIABILITY FOR DAMAGE

Article 17

In the event of direct damage suffered by the Contracting Authority due to the Contractor's breach of obligations assumed under this contract, the Contractor shall be obliged to pay compensation to the Contracting Authority, however, up to a maximum amount equal to the total contract price including VAT for all damage cases combined.

The Contractor shall not be liable to the Contracting Authority for any consequential damage, reliance damage, or any other indirect damage suffered by the Contracting Authority.

The limitations of liability for damages set out in this Article shall not apply if the Contractor caused the damage intentionally or through gross negligence.

XVI. PROVISIONS REGARDING SUBCONTRACTORS

Article 18

If the Contractor performs the Public Procurement with Subcontractors, he undertakes to:

- During the performance of the Client's public contract, the Contractor shall inform the Client of any changes to Subcontractors and provide information on new Subcontractors he intends to subsequently include in the implementation, within five (5) days after the change, at the latest;
- In the case of inclusion new Subcontractors, he shall provide the Client with the notification, as well as documents from the paragraph 2 of Article 94 of the Public Procurement Act (Official Gazette of the RS, Nos. 91/15, Official Journal of the European Union, Nos. 307/15, 337/17, Official Gazette of the RS, Nos. 14/18, 69/19 - Constitutional Court decisions, Official Journal of the European Union, No. 279/19, Official Gazette of the RS, Nos. 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 RS, Nos. 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, 131/2023 - ZORZFS, Official Journal of the European Union, No. 1611/23, 1611/23; hereinafter: ZJN-3) for each new Subcontractor;
- If the direct payment to the Subcontractor is not compulsory, the Contractor send a written statement and a written declaration of the Subcontractor no later than sixty (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 the case of performance of the Contract with the Subcontractor, which requires direct payment, authorize the Client in the contract to directly pay the Subcontractor on the basis of the confirmed invoice or situation by the Contractor;
- In the case of performance of the Contract with the Subcontractor, which requires direct payment, the Subcontractor shall provide his consensus, on the basis of which the Client settles the Subcontractor's claim to the Contractor directly instead of the Contractor;
- In the case of performance of the Contract with the Subcontractor, which require a direct payment, the Contractor attached to his invoice or situation an statement an invoice or statement of the Subcontractor, which he will confirm beforehand.

XVII. ENVIRONMENTAL PROTECTION

Article 19

The Contractor is obliged, in the performance of services or the supply of goods, to comply with all environmental protection regulations and to fully comply with the legal requirements in the field of health and safety at work, fire and explosion protection.

XVIII. ANTI-CORRUPTION CLAUSE

Article 20

In accordance with Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the RS, No. 69/11 - consolidated text, 158/20, 3/22 - ZDeb, 16/23 - ZZPri; hereinafter: ZIntPK), a Contract is **null and void** if any party, on behalf of or on account of the other Contracting Party, promises, offers or gives to the Client or its employees, who had a decisive impact on the selection of the Contractor, any undue advantage with the purposes of:

- The award of works, or
- The conclusion of the Contract under more favorable conditions, or
- The omission of due supervision over the performance of the contractual obligations, or
- Any other act or omission, with which the Client suffer loss or with which the client or its employees, other Contracting Party or its representative, or agent gain undue advantage.

XIX. HUMAN RIGHTS PROTECTION CLAUSE

Article 21

The Contracting Parties undertake that during the term of the contractual relationship, they will respect human rights and fundamental freedoms applicable to the Contracting Parties and their Subcontractors at the time of concluding this Contract. The minimum scope of human rights and fundamental freedoms to be respected shall be 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 UN General Assembly, as well as in the Declaration of the International Labour Organization on Fundamental Principles and Rights at Work. The Contracting Parties also undertake to comply with environmental legislation in all countries in which they operate.

If it is determined by a final court or other competent authority decision that a Contracting Party has violated the obligations set out in the preceding paragraph, the other Contracting Party may, without liability for any damage caused to the breaching party, unilaterally terminate the contract for a material breach of contractual obligations. The breaching party shall be obliged to compensate the non-breaching party for all damage and costs arising as a result of the breach of obligations by the breaching party.

XX. ACCEPTANCE OF THE SUBJECT OF THIS CONTRACT

Article 22

The Contracting Parties agree that the Contractor shall deliver, and the Client shall take over, the Central Process Control System for use in accordance with the provisions of this contract, following the completion of all planned acceptance tests.

XXI. GOVERNING LAW AND LANGUAGE

Article 23

The Contracting Parties agree that Slovenian law shall govern the interpretation of this Contract, as well as any matters arising in connection with this Contract. All contractual documents are originally drafted in the Slovenian language.

For any disputes arising from this Contract that the representatives of the Contracting Parties are unable to resolve amicably, the District Court of Ljubljana shall have jurisdiction. The Contracting Parties expressly agree that the provisions of the Obligations Code shall apply to the resolution of all disputes related to this Contract.

Article 24

The language of communication during the execution of all contractual work shall be Slovenian or English. The language of communication for technical content, coordination, and support may be either Slovenian or English. All user documentation must be in Slovenian, while all other technical documentation may be in Slovenian or English. The contractor is obliged to ensure that the technological screen displays in the SCADA system, which is a key segment of the Central Process Control System, are in Slovenian. For the system component of the delivered computer equipment, the client allows implementation in either Slovenian or English.

XXII. FINAL PROVISIONS

Article 25

The Contract is concluded in electronic form and is digitally signed by the responsible persons of both parties. The electronic version of the Contract has the validity of the original. In the case of signing the Contract in writing, the Contract is drawn up in two identical copies, each having the validity of the original. In this case, each Contracting Party shall receive one copy of the Contract. Any amendments or supplements to this Contract shall be valid only in written form. The Contract is concluded on the day of signing by the authorized representatives of both Contracting Parties and shall become effective upon submission of the Performance bond for proper and timely performance of contractual obligations in accordance with Article 13 of this Contract. The Contract is concluded for the period until the expiration of the warranty period for rectification of defects during the warranty period.

The Client has the right to terminate the Contract if the accepted financial plan of Plinovodi d.o.o. does not provide sufficient funds for the period of validity of the Contract. In the event of termination, a three (3) month notice period shall apply, which begins to run from the date of sending a written notice sent by registered mail.

This Contract is concluded subject to a severance condition, which is realized in the event of fulfilment of one of the following circumstances:

- If the Client becomes aware that the court, by a final decision, found a violation of the obligations from the second paragraph of Article 3 of the Public Procurement Act (ZJN-3) by the Contractor of the Contract or its Subcontractor, or
- If the Client becomes aware that a competent state authority has found at least two violations of the Contractor of the Contract or his Subcontractor during the implementation of the Contract in relation to payment for work, working hours, rest, performance of work based on civil law contracts despite the existence of elements of an employment relationship, or in connection with illegal employment ("black labor"), and for which he was fined for a misdemeanour by a final decision or several final decisions.

In the circumstances and conditions from the previous paragraph are met, the Client shall act in accordance with the third indent of the fourth paragraph of Article 67 of the ZJN-3.

If the resolutive condition is fulfilled, the contract shall be deemed terminated on the date of conclusion of a new Public Procurement contract for the same subject matter. The Client shall notify the Contractor of the date of conclusion of the new contract. If the Client does not initiate a new Public Procurement procedure within 60 days of becoming aware of the violation, the Contract shall be deemed terminated on the sixtieth day following the notification of the violation.

In _____, on _____

Contractor:

Director:

In Ljubljana, on _____

CLIENT:

PLINOVODI d.o.o.

General Manager:

mag. Matija Bitenc

Member of the management board:

Aleš Gruden

APPENDIX 16

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 establishment of a Central Process Control System 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 mean any data or information whose content is of a business-sensitive or confidential nature, or which applicable legislation designates as business-sensitive or confidential in nature (such as, but not limited to: personal data, technical data, drafts, sketches, images, specifications, standards, user instructions, designs, reports, forms, processes, lists, patents, trade secrets and business-sensitive data as defined by legislation in the field of trade secret protection, commercial companies and gas supply, discoveries, ideas, concepts, know-how, techniques, marketing plans, objectives, computer programs, software, databases and software documentation, data containing financial or market information relating to the business and other technical, financial or business information of the Discloser that discloses the data, or relating to the current or future mutual cooperation between the Discloser and the Recipient), which are communicated between the parties in any form and manner: orally or in writing, encoded, graphically or in any other tangible form, including any electronic, magnetic or optical form, materialised in the form of documents, software, promotional and presentation materials, equipment as well as pilot projects, and non-materialised.

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, was either publicly available or obtained by the Recipient on another legally permissible basis without breaching the provisions of this contract,
- information that the Recipient obtained or was disclosed to him by third parties, but not as a result of a breach of the provisions of this contract,
- information for which the Discloser has given prior written consent regarding their use,
- information that the Recipient demonstrably develops independently without using the Confidential Information,
- if the Confidential Information subsequently becomes generally known through no fault of the Recipient

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 business cooperation, the Discloser will disclose to the Recipient Confidential Information that is, by its nature, 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 establishment of the Central Process Control System, and for a period of ten years following the conclusion of the Public Procurement procedure or for a period of six 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 contractual parties undertake to provide the other contractual party, prior to the commencement of the performance of contractual obligations, with a list of all persons who will perform the contractual obligations or participate in their performance and who will thus obtain and use Confidential Information.

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 shall remain in effect for ten years following the conclusion of the Public Procurement procedure or for a period of six years following the termination of business cooperation related to the establishment of the Central Process Control System at Plinovodi d.o.o.

Upon the conclusion of the Public Procurement procedure or the termination of the contract for the execution of the Public Procurement, the Recipient shall, upon the Discloser's written request, immediately return or deliver 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.

Exceptions to the obligation to return Confidential Information apply to data:

- that the receiving party is obliged to retain in accordance with statutory requirements or internal compliance rules;
- that the receiving party retains as evidence;
- that contain an insignificant excerpt or reference to confidential data;
- that are stored automatically as a backup copy and for which, in the opinion of the disclosing party or for technical reasons, searching for and deleting them is not reasonable.

Article 13.
(Duty to Protect and Return Confidential Information)

The Company: _____, by signing this contract, warrants that it has established all appropriate technical and organisational security measures and mechanisms, compliant with the best available techniques (BAT - Best Available Techniques), for the transmission, receipt, processing, management, storage and destruction of business-sensitive data and information, and that it thereby ensures a modern, reliable and adequate level of protection of data and information.

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.

Exceptions to the obligation to return Confidential Information apply to data:

- that the receiving party is obliged to retain in accordance with statutory requirements or internal compliance rules;
- that the receiving party retains as evidence;
- that contain an insignificant excerpt or reference to confidential data;
- that are stored automatically as a backup copy and for which, in the opinion of the disclosing party or for technical reasons, searching for and deleting them is not reasonable.

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.

If the Discloser proves that the Recipient has breached the provisions of this contract and that all elements of liability for damages are present, the Recipient shall be obliged to pay the Discloser compensation for material damage arising from the Recipient's unlawful conduct and to reimburse the Discloser for all objectively provable unjustly obtained benefit, limited to a maximum amount equal to the contract value. The liability of the contractual parties for damage caused due to slight negligence is excluded. The limitations of liability for damages shall not apply to damage caused intentionally or through gross negligence.

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 upon the signing by the authorized representatives of both Contracting Parties and shall remain in force until the expiration of the warranty period of the established Central Process Control System in the company Plinovodi d.o.o. + 6 years.

In _____, on _____

Contractor

Director:

In Ljubljana, on _____

Contracting Authority:
PLINOVODI d.o.o.

General Manager:
mag. Matija Bitenc

Member of the management board:
Aleš Gruden

APPENDIX 17 (will be submitted in the second phase after recognition of capability)

TENDER

TENDER REFERENCE: _____

A) Implementation of the Central Process Control System

#	Description	Price per unit (EUR/e)	Quantity	Total Value (EUR)
RTU				
1	Implementation of RTU devices			
1a	Hardware		61 pieces	
1b	Preparation of implementation plans at the stations		1 set	
1c	Information Security Concept Architecture		1 set	
1e	Preparation of Testing Plans		1 set	
1f	Preparation of Implementation and Maintenance Plan		1 set	
1g	Replacement of All RTU Devices, Configuration, and P2P Tests		61 kos	
1h	Execution of Testing Plans		1 set	
	Total RTU devices	/	/	
SCADA				
2	SCADA License			
2a	Initial license		1 set	
2b	Annual License Fee		2 years	
2c	Annual License Fee During Warranty Period		2 years	
3	SCADA Implementation			
3a	SCADA Implementation Plan		1 set	
3b	IT/OT Network Architecture and Information Security Concept		1 set	
3c	Definition of Guidelines for User Interface Preparation		1 set	
3d	Preparation of Testing Plans		1 set	
3e	Preparation of Implementation and Maintenance Plan		1 set	
3f	Development of System Integrations		1 set	
3g	Preparation of Graphical Schematics		1 set	
3h	SCADA System Implementation, Training, and Documentation		1 set	
3i	Execution of Testing Plans		1 set	
	Total SCADA system	/	/	
Hardware & Infrastructure				
4	Hardware & Infrastructure			
4a	Infrastructure and Hardware Architecture		1 set	
4b	Redundant Servers at Both Locations (4 servers per location)		8 pieces	
4c	Hardware and Software for Backup System		1 set	
4d	Disk Arrays, Workstations, and Optical Converters		1 set	
4e	Network Equipment		1 set	
	Total Hardware & Infrastructure	/	/	
Project Management				
5	Project Management and Travel			
5a	Project Management		1 set	
5b	Travel and Accommodation		1 set	
	Total Project Management	/	/	
	Total Value	/	/	

B) Upgrades of the Central Process Control System

#	Description	Price per unit (EUR/e)	Quantity	Total Value (EUR)
SYSTEM UPGRADES				
1	Configuration and upgrade			
1a	RTU configurations and upgrades		100 hours	
1b	SCADA configurations and upgrades		1.200 hours	
	Total Upgrades	/	/	

All prices in both tables are exclusive of VAT.

Total bid value (A+B) excluding VAT: _____.

Total bid value (A+B) including VAT: _____.

The Tenderer (Contractor) shall issue invoices to the Contracting Authority (Client) for the delivered equipment and all completed works in accordance with the enclosed handover protocol. The total value of all invoices before the final invoice may not exceed 80% of the value of the equipment and works according to the technical specifications of the Contracting Authority (Client) as set out in the Tender documentation.

The Tenderer (Contractor) shall issue an invoice to the Contracting Authority (Client) together with the final handover protocol within 20 days after the completion of all works under the Contract of this Public Procurement, following the acceptance of the Central Process Control System by the Contracting Authority (Client), and after the submission of the Warranty Bond for the remedy of defects during the warranty period, which the Tenderer (Contractor) is obliged to provide to the Contracting Authority (Client).

The offer must be valid for 120 days from the date set for submission of offers.

Deadline for the implementation of the Central Process Control System (Table A): _____ months.

The deadline for the establishment of the Central Process Control System (Table A) is a maximum of 30 months from the signing of the contract. The warranty period for the performed works and equipment is at least 24 months from the takeover of the Central Process Control System. During the warranty period, the Contracting Authority will, according to its needs, order equipment and works for the system upgrade (Table B).

Note: All other requirements will be defined in the second phase after the recognition of capability, when the Contracting Authority will provide the Tenderer with the technical specification of the scope of the procurement. The Contracting Authority reserves the right to amend Appendix 17.

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

(Signature of the Tenderer)

APPENDIX 18 (will be submitted in the second phase after recognition of capability)

CONFORMANCE TABLE

The Conformance Table with the scope of delivery of equipment and services that are the subject of the Public Procurement will be available as a separate attachment in XLS format, which will form an integral part of the Tender documentation for the second phase of the Public Procurement procedure. The Tenderer must fully complete the Conformance Table (all items) and submit it in both XLS and PDF formats as part of the Tender documentation.

In addition to the Conformance table, the Tenderer will also receive the Contracting Authority's Technical specification in the second phase of the Public Procurement, which provides a more detailed description of the content and scope of supply for each item in the Conformance table.

The Tender must accept each item or requirement in the Conformance table and indicate whether the requirement will be fulfilled using a standard equipment solution or if a custom solution will need to be implemented (custom development within the project or supply of a third-party solution). If the Tenderer does not accept/confirm any of the requirements in the Conformance table, this will result in the exclusion of the Tenderer from the procurement procedure.

Warning: Any modification of the electronic form of the item list (content and format of items, quantities, formulas, etc.) will result in the exclusion of the Tenderer from the procurement procedure.

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

(Signature of the Tenderer)