



Hajdrihova 2, 1000 Ljubljana
p.p. 255

Ancillary Activities Area
Public Procurement Service

Our designation: 894/MV/JN26/00147

INVITATION TO TENDER

Pursuant to the Public Procurement Act (Official Gazette of the RS, No. 91/15, as amended; hereinafter:
ZJN-3)

the contracting authority

ELES, d.o.o.,
the operator of a combined electricity transmission and distribution network

invites all interested economic operators to submit their tenders,
in accordance with the requirements set out in these procurement documents,
for public contract

under the low-value procurement procedure, with the following code

JN26/00147

the subject of which is

**A TOOL FOR SELECTING THE OPTIMAL ROUTE FOR NEW TRANSMISSION
ROUTES**

Best regards!

ELES, d.o.o.
Head of the Public Procurement Service
Anja Bizjak

For publication on the PC portal!

DOCUMENTATION RELATING TO THE AWARD OF THE PUBLIC CONTRACT

INSTRUCTIONS TO ECONOMIC OPERATORS FOR THE PREPARATION OF THE TENDER

1. CONTRACTING AUTHORITY

The public contract is carried out by ELES, d.o.o., operator of the combined transmission and distribution electricity network, Hajdrihova ulica 2, 1000 Ljubljana, in its own name and for its own behalf.

2. LEGAL BASIS AND METHOD OF SUBMISSION OF THE PUBLIC CONTRACT

The public contract shall be carried out in accordance with the provisions of:

- Public Procurement Act (ZJN-3, ULRS 91/15, as amended) and by-laws,
- Legal Protection in Public Procurement Procedures Act (ZPVPJN, ULRS 43/11, as amended),
- Integrity and Prevention of Corruption Act (ZIntPK, ULRS, No. 69/11 – UPB2, as amended),
- other applicable regulations in the Republic of Slovenia, in particular those governing the area that is the subject of the public contract.

The subject of the public contract is the purchase of a tool or software and related licences for the selection of the optimal route for new transmission paths, which is a service with a lower environmental impact (cloud services). The awarding of the contract shall take into account the environmental requirements set out in the applicable Decree on Green Public Procurement (ULRS 51/17, as amended; hereafter: the "ZeJN Regulation"), which requires the Contracting Authority to include environmental aspects and objectives in the procurement process.

The awarding of this contract is subject to a **low-value contract procedure** in accordance with Article 47 of the ZJN-3.

The Contracting Authority will select the tenderer with whom to conclude the contract on the basis of the conditions and criteria set out in the procurement documents (hereinafter also: 'tender documentation').

3. SUBJECT OF THE TENDER

The subject of the public contract is the **purchase of a tool or software and related licences for the selection of the optimal route for new transmission paths, for a period of three years.**

A more detailed description of the subject matter of the public contract is given in the technical documentation for this public contract, the contract price specifications (draft tender estimate) and the sample contract, which form part of this tender documentation.

4. COMPOSITION OF THE TENDER DOCUMENTATION FOR THE TENDER

The public contract documentation comprises the following:

- Invitation to tender
- Instructions to economic operators for tender preparation,
- Tender Technical Requirements,
- "Recapitulation" form
- "Tender estimate" form
- "Tender" form,
- Declaration of the Eligibility of the Tenderer or Subcontractor form,
- Sample contract with annexes,
- The Ownership Declaration of the Tenderer form pursuant to the ZINTPK,
- Model of the performance bond,
- Instructions on how to register in the VEP system – VEP Registration.

5. TENDER DOCUMENTATION ACCESS

Tenderers may obtain the tender documents free of charge via the Public Procurement Portal at <http://www.enarocanje.si>.

6. CLARIFICATIONS OF AND AMENDMENTS TO THE TENDER DOCUMENTATION

The tenderer may request further clarification and information on procurement documents exclusively through the Public Procurement Portal. Questions can be asked within each public contract under the "Questions, Answers and Clarifications" tab.

The Contracting Authority shall, via the Public Procurement Portal, provide additional clarifications linked to the tender documentation, provided the request has been sent in a timely manner. The deadline for the submission of questions is published on the Public Procurement Portal.

The Contracting Authority shall not respond to requests for clarification or other questions relating to the public contract submitted after this deadline.

The Contracting Authority may amend or supplement the tender documentation in accordance with Article 67 of the ZJN-3. Such amendments and modifications shall be published by the Contracting Authority in the form of an addendum to the tender documentation. Each addendum to the tender documentation becomes an integral part of the tender documentation. The questions and answers published on the Public Procurement Portal also form part of the tender documentation.

7. ELIGIBILITY to participate in the public contract procedure and supporting documents

There must be no grounds for the exclusion of the tenderer and the tenderer must also meet the conditions for participation.

The tenderer must comply with all the conditions set out in this point. Joint tenders and tenders with subcontractors must comply with the provisions of this tender documentation, as set out below.

If the Contracting Authority decides to verify the information relating to the absence of grounds for exclusion and the fulfilment of the conditions for participation, it shall not be able to verify the information in publicly available records or, in case of doubt of the veracity of the information and declarations, the economic operator shall, at the request of the Contracting Authority, provide supporting documents demonstrating compliance with these conditions to the Contracting Authority. The Contracting Authority reserves the right to verify the authenticity of the documents submitted, including with the signatory.

7.1. Exclusion grounds

The Contracting Authority shall exclude an economic operator (tenderer, co-bidder or subcontractor) from the procurement procedure at any time if any of the cases referred to in this point apply:

7.1.1. If the economic operator, or a person who is a member of the administrative, management or supervisory body of that economic operator, or who has the power of representation, decision-making or control therein, has been the subject of a final judgment for the offences referred to in Article 75, paragraph one of the ZJN-3 or for comparable offences handed down by foreign courts.

If the economic operator is in the situation referred to in the above paragraph, it may provide evidence to the Contracting Authority, in accordance with Article 75(9) of the ZJN-3, that it has taken sufficient measures to prove its reliability, despite the existence of grounds for exclusion, no later than the time limit for the submission of tenders.

7.1.2. Failure by the economic operator to comply with compulsory levies and other pecuniary non-tax obligations in accordance with the law governing the financial administration, which are collected by the tax authority in accordance with the rules of the country in which the economic operator is established or with the rules of the country of the Contracting Authority. An economic operator shall also be deemed not to have fulfilled the obligations referred to in the preceding sentence if it has not submitted all the withholding tax returns for the employment income for the last five years up to the deadline for the submission of the tender. The economic operator shall not be

disqualified if, by the deadline for the submission of applications or tenders, it has settled any outstanding payment obligations amounting to EUR 50 or more and has submitted all the withholding tax returns in respect of employment income for the last five years up to the deadline for the submission of tenders (REK form).

- 7.1.3. If the economic operator has been excluded from public contract procedures on the tender deadline due to being placed in the register of economic operators with secondary sanctions for exclusion from the public contract procedures as per Article 110 of the ZJN-3.
- 7.1.4. If the economic operator's performance of a previous public procurement contract with the Contracting Authority has been affected by significant or persistent deficiencies in the performance of a key obligation, which led the Contracting Authority to terminate the previous contract early or to claim damages or other comparable sanctions;
- 7.1.5. If in the last three years prior to the deadline for tender submission, a competent authority of the Republic of Slovenia or another Member State or third country identifies at least two violations at the economic operator in connection with labour payments, work hours, rest periods, the performance of work on the basis of civil law contracts despite the existence of elements of a working relationship or in relation to undeclared work, for which it has been fined for the offence with one or multiple final decisions.

If the economic operator is in the situation referred to in the above paragraph, it may provide evidence to the Contracting Authority, in accordance with Article 75(9) of the ZJN-3, that it has taken sufficient measures to prove its reliability, despite the existence of grounds for exclusion, no later than the time limit for the submission of tenders.

- 7.1.6. If there are grounds for excluding the economic operator as referred to in Article 75, paragraph six, item b) of the ZJN-3, i.e. if the economic operator is the subject of insolvency proceedings or compulsory winding-up proceedings under the law governing insolvency proceedings and compulsory winding-up proceedings, or liquidation proceedings under the law governing companies, or if its assets or business are being administered by an administrator or by a court, or if its business activities have been suspended, or if proceedings have been opened against it in accordance with the regulations of another state, or if a situation with the same legal consequences has arisen, and Article 75, paragraph 6, item c) of the ZJN-3, i.e. where the Contracting Authority can prove by appropriate means that the economic operator has committed a serious breach of professional rules that has compromised its integrity.

Evidence:

- The completed **form Declaration of the Eligibility of the Tenderer or Subcontractor** – all participating economic operators in the public contract.

7.2. Eligibility criteria

The Contracting Authority shall define the following conditions for the public contract procedure:

a) Economic and financial position

- 7.2.1. The tenderer/co-tenderer has settled all outstanding obligations to subcontractors in previous public contract procedures.
- 7.2.2. The tenderer/co-tenderer/subcontractor has no blocked transaction accounts.

Evidence:

- The completed **form Declaration of the Eligibility of the Tenderer or Subcontractor** – all participating economic operators in the public contract.

b) Technical and professional capacity

Eligibility criteria for the tenderer

- Eligible tenderers are legal persons and other tenderers established and with their registered office in a Member State of the European Union (EU), the European Economic Area (EEA), the Swiss Confederation, the United Kingdom or in any other country with which the Republic of Slovenia or the European Union has concluded an international agreement, subject to reciprocity.
- Each tenderer, or in the case of a consortium, each member of the consortium, must be duly registered to carry out the activity corresponding to the subject matter of this public contract.
- If a tenderer is required to hold a specific licence, approval, professional qualification or membership in a professional body or register to perform its professional activities, it must comply with these requirements at the time of the tender submission.

7.2.3. Evidence:

- The completed **form Declaration of the Eligibility of the Tenderer or Subcontractor** – all participating economic operators in the public contract.

References

7.2.4. The tenderer shall submit a reference list listing successfully implemented or operational deployments (including cloud solutions or Saas) of SOFTWARE for clients, which confirm that the solution had been successfully implemented and is in active use, whereby the end contractor is a European Transmission System Operator (TSO) or Distribution System Operator (DSO) operating under the EU electricity market legislation or is a member of ENTSO-E or a recognised European DSO organisation (such as E.DSO or CEDEC). In the case of a DSO, the operator must manage and operate networks that also include the 110kV voltage level.

7.2.5. The installation or supply of the SOFTWARE must have been carried out within the last five (5) years from the date of publication of this public contract.

7.2.6. The reference list must include at least one (1) successful implementation of SOFTWARE, accompanied by a certificate of end-user satisfaction. The end-user must meet the definition of a European TSO or DSO as set out in the previous paragraph.

7.2.7. Evidence:

- **Reference list**
- End-user satisfaction letter

7.3. Other criteria

7.3.1. In accordance with the ZeJN Regulation, a cloud computing lease must demonstrate a Power Usage Effectiveness (PUE) of at least 1.8 (meaning 1.8 or less). The Power Usage Efficiency (PUE) shall be determined in accordance with ISO/IEC 30134:2016, Part 2, EN 50600-4-2:2016 or equivalent.

Evidence:

- a document or proof demonstrating a Power Usage Effectiveness (PUE) of at least 1.8 (meaning 1.8 or less),
- design calculations demonstrating that the PUE has been calculated in accordance with ISO/IEC 30134:2016 Part 2, EN50600-4-2:2016 or equivalent.

7.3.2. The tenderer must also comply with all the requirements set out in the technical part of the tender documentation – Annex "Tender Technical Requirements".

7.3.3. It must be clear from the attached technical documentation and prospectus material that the software tools offered and the completed technical requirements tables (Tender Technical Requirements, Annex, Table 1) comply with the conditions required in the tender documentation. The data of the equipment offered, the completed eligibility tables and the technical documentation and prospectus material submitted must be consistent with each other.

Evidence:

- The completed **form Declaration of the Eligibility of the Tenderer or Subcontractor** – all participating economic operators in the public contract.
- **Evidence that the condition set out in point 7.3.1. has been met,**
- **Completed Table 1 in the Tender Technical Requirements,**
- **Technical documentation and prospectus material,**
- **Certificate proving compliance with ISO 27001,**
- **Declaration of compliance with SSAE 18 SOC Type I or Type II,**
- **Confirmation of the location of servers and data centres.**

8. PREPARING THE TENDER – OFFER DOCUMENTATION

The tenderer submitting an electronic tender guarantees, under penalty of criminal and material liability, that all the information and documents provided in the tender are true and that the attached documents correspond to their originals. Otherwise, the tenderer shall be liable to the Contracting Authority for any damage caused. The Contracting Authority reserves the right to access the original documents.

The tenderer must submit the following documents (preferably in the following order) – in accordance with the provisions of this tender documentation:

1. The completed form “Tender” – *all participating economic operators*.
2. The completed and signed Declaration of Eligibility – the date of the Declaration may not be more than four months from the deadline for the submission of tenders. – *all participating economic operators*.
3. The completed form Recapitulation,
4. The completed form Tender estimate,
5. The supporting documents referred to in point 7,
6. Documentation and supporting evidence related to the criteria (the annex Tender Technical Requirements, Chapter 14 Evaluation Criteria and Scoring Matrix),
7. Contract with subcontractors – in case of subcontracting, for all the subcontractors involved.
8. An assignment signed by the tenderer and the subcontractor for each subcontractor requesting direct payments (annex to the contract).
9. The contract by which they undertake to carry out the transaction jointly. – *in the event of a joint tender.*
10. Other supporting documents as specified in the tender documentation.

The Contracting Authority reserves the right to verify the accuracy of the information. If the information cannot be verified by the Contracting Authority, it will be disregarded. If the Contracting Authority finds that the tenderer has provided false and misleading evidence in its tender, it shall disqualify the tenderer from further public contract procedures.

8.1. Trade secrets

The tenderer is requested to mark those parts of the tender that it considers to be a trade secret within the meaning of the Trade Secrets Act (Official Gazette of the Republic of Slovenia, No 22/19; hereinafter: “ZPosS”). The Contracting Authority draws attention to the fact that the information that the tenderer considers to be a trade secret must be clearly and unambiguously indicated on each page of the tender, otherwise the Contracting Authority will disclose such parts of the tender in case of inspection. Irrespective of this indication, the information provided for in Article 35 of the Public Procurement Act shall be deemed to be public information.

The tenderer is also requested to attach to its tender, for inspection, a document in .pdf format, containing the complete tender with all the information that the tenderer considers to be a trade secret, personal data or confidential information duly covered.

9. TENDER PRICE

The tender price must be expressed in EUR without VAT and must be specified by elements as defined in the attached specification draft of the Tender estimate. The specification must show all the items covered by the price.

The tenderer shall enter the tender price into the Recapitulation form and Tender estimate form as indicated below.

9.1. Recapitulation form

The tenderer shall enter the total tender price into the Tender estimate form. The form shall be used for the purpose of showing the participants and the tender price in the e-JN information system. This form shall not replace the Tender estimate form or the forms showing the information of the participating economic operators.

The tenderer enters into the e-JN system, in the space provided for this purpose in the “Total Tender Value” section, the total tender amount excluding tax in EUR and the amount of tax in EUR. The amount including tax in EUR is calculated automatically. The tenderer uploads the completed “Recapitulation” form as a Word, Excel or PDF file in the “Estimate” section, and the “Tender Estimate” form under “Documents” in the “Other Attachments” section. The “Total Tender Value” to be entered in the section of the same name and the document to be uploaded as a tender estimate in the “Estimate” section will be visible and accessible at the public opening of tenders.

If there is a discrepancy between the information provided in the “Total Tender Value” section, the information in the Recapitulation – uploaded under “Total Tender Value” of the “Estimate” section or in other documents where the total tender price is specified, and the full Estimate – uploaded under “Documents” in the “Other Attachments” section, the information provided in the document submitted under “Documents” in the “Other Attachments” section shall prevail.

9.2. Tender estimate form

The tenderer must submit a price estimate with the tender. Unit prices must be quoted to two decimal places and must not be negative. If the tenderer enters unit prices with more than two decimal places in the attached Excel file of the Tender Estimate (column “Unit Price Entry”), these will be automatically rounded to two decimal places in the unit prices (column “Unit Price”). The value of each item is calculated on the basis of the unit price to two decimal places (the values in the “Unit Price” column are taken into account in the calculation). All items must be completed – if an item is not completed or a negative value is entered, the value of the item will be deemed to be EUR 0.00 and the contractor will be obliged to carry out the item in full and free of charge. If it is found that the tenderer has altered the tender estimate/inventories, the tenderer will be excluded from further consideration.

The tenderer must submit “Tender price” into the e-JN system under “Documents” in the “Other Attachments” section.

10. OTHER PROVISIONS FOR THE PREPARATION OF THE TENDER

10.1. Appearance of the economic operator

A company or enterprise in which an employee of the Contracting Authority or a member of their immediate family is a company member, a majority shareholder, a manager or a member of the management board is not eligible to participate in the procedure.

10.2. Joint tender

The tender may also be submitted by a group of economic operators (joint tender). If the tender is submitted by a group of tenderers, the tender for all co-tenderers must contain all the required information and:

- the contract with which the co-tenderers have agreed to act in the joint tender,
- all other documents as required by the provisions of this tender documentation

In the event of a joint tender, no co-tenderer may be excluded on any of the grounds set out in the tender documentation. However, in order to meet each of the conditions for participation, the tender must be prepared in accordance with the requirements of this tender documentation.

In the event of a joint tender, the Contracting Authority shall exclude the joint tender from the public contract procedure if it is established that any of the economic operators in the joint tender has, before or during the public contract procedure, by reason of acts committed or not committed, a ground for exclusion in accordance with this tender documentation.

The joint tenderers shall be jointly and severally liable to the Contracting Authority, irrespective of any agreement between them, and all joint tenderers shall be signatories of the framework agreement.

The successful tenderer group shall be required to ensure compliance with all the requirements set out in this tender documentation throughout the duration of the public contract procedure.

10.3. Tender with subcontractors

If the tenderer will subcontract the performance of the contract, the tenderer must specify all the proposed subcontractors in the tender.

Where the tenderer provides capacity through commercial cooperation with subcontractors, the tenderer must submit to the Contracting Authority the following:

- a subcontracting agreement specifying each type of work to be performed by each subcontractor (the subject of the work),
- an assignment signed by the tenderer and the subcontractor for each subcontractor requesting direct payments in the event of a direct payment request,
- all other documents for the subcontractor as required by the provisions of this tender documentation.

The successful tenderer shall be fully responsible to the Contracting Authority for the performance of the contract, including outsourced work.

10.4. Validity of the tender

The tender must be valid for 90 days from the date set for the submission of tenders. Time limits are calculated in accordance with Article 62 of the Obligations Code. In the event of delays in the procedure, tenderers are obliged to extend the validity of their tenders.

10.5. Language

In case of discrepancies between the tender documentation in Slovenian or English, the tender documentation in Slovenian shall prevail.

The tenderer must submit the tender in Slovene or English.

10.6. Costs

The economic operator shall bear all costs associated with the preparation and submission of the application and tender documentation.

10.7. Partial and variant tenders

The Contracting Authority shall consider tenders that have been made for the full scope of the contract and in accordance with the terms of the public contract procedure. Partial and variant tenders shall not be considered.

11. SUBMISSION of TENDERS

Tenderers must submit the offers to the electronic public contract system of the Republic of Slovenia (hereinafter: e-JN information system) at <https://ejn.gov.si> in accordance with point 4 of the document e-JN User Guide for using the e-JN electronic tender functionality: TENDERERS (hereinafter: "e-JN User Guide"), which forms part of the tender documents and is available online at <https://ejn.gov.si>.

Before submitting a tender, the tenderer must register online at <https://ejn.gov.si> in accordance with the e-JN User Guide. If the tenderer is already registered in the e-JN information system, the tenderer logs in to the application using the same address.

A user of the tenderer who is authorised to submit tenders through the e-JN information system submits a tender by clicking on the "Submit" button. When a tender is submitted, the e-JN information system records the identity of the user and the time when the tender was submitted. By submitting a tender, the user demonstrates and declares a willingness to make a binding offer on behalf of the tenderer (Article 18 of the Obligations Code). Once a tender has been submitted, it is binding for the period specified in the tender, unless the tenderer withdraws or modifies it before the expiry of the deadline for the submission of tenders.

The Contracting Authority asks the tenderers not to use the characters č, š, ž, /, \, :, ?, <, >, * or " when naming the files to be uploaded via the e-JN system due to the difficulties in transferring the files to the Contracting Authority.

A tender and any addendum thereto (hereinafter referred to in this clause as the "tender") shall be deemed to have been submitted in time if it is received by the Contracting Authority through the e-JN system <https://ejn.gov.si> **not later than the date and time of opening published on the public procurement portal**. A tender shall be deemed to have been submitted when it is marked as "SUBMITTED" in the e-JN information system.

Tenderers are requested to consolidate all documents uploaded in the "Other Attachments" section into one document, or into as few separate documents as possible.

Tenderers may withdraw or amend their tenders up to the deadline for the submission of tenders. If a tenderer withdraws its tender from the e-JN information system, the tender shall be deemed not to have been submitted and shall not be visible to the Contracting Authority in the e-JN system. If a tenderer amends a tender in the e-JN information system, the last tender submitted shall be open to the Contracting Authority in that system.

After the deadline for the submission of tenders, it shall no longer be possible to submit a tender.

12. OPENING THE TENDERS

Tenders shall be automatically opened in the e-JN information system (the date and time of opening shall be published on the public procurement portal) at <https://ejn.gov.si>.

The tenders are opened in such a way that, at the time set for the public opening of the tenders, the e-JN system automatically displays the information on the tenderer, the variants (if requested or allowed), and the total value of the tender, and gives access to the document uploaded by the tenderer in the e-JN system under "Total Tender Price" in the "Estimate" section.

13. CRITERIA

The following criteria shall be used to evaluate tenders:

No.	Criterion	Points in %
1.	Tender price in EUR excluding VAT	73.00
2.	Licences	10.00
3.	Visualisation	2.00
4.	Preparation of technical reports	3.00
5.	Link to ArcGIS	2.00
6.	Coordinates system	2.00
7.	References and reliability	6.00
8.	Software language	2.00
9.	Total	100.00

Detailed instructions regarding the content and defining the points criteria can be found in the technical tender documentation (the annex Tender Technical Requirements, Chapter 14 Evaluation Criteria and Scoring Matrix).

14. REVIEW OF TENDERS

Before awarding the contract, the Contracting Authority may verify the existence and content of the information contained in the most economically advantageous tender, and in the other tender documents. If any information or statement proves to be untrue, or has changed since the submission of the tender to the extent that the tenderer no longer fulfils the conditions set out in these procurement documents, the Contracting Authority shall have the right to exclude the tenderer from the procedure and continue the procedure by selecting the next most favourable tenderer.

The Contracting Authority will reject a tender if the tenderer submitting it has given or offered to a current or former employee of the Contracting Authority participating in the tendering procedure a gift of cash or in kind, an offer of employment, or any other thing or service the value of which can be expressed in monetary terms, in order to influence an act or decision, or to influence the further conduct of the procurement procedure.

15. DECISION

The Contracting Authority will publish the selection decision in accordance with the law.

The Contracting Authority may, in accordance with the provisions of Article 90 of the ZJN-3:

- terminate the public contract procedure at any time up to the tender submission deadline,
- reject all tenders at any stage of the public contract procedure after the deadline for opening tenders,
- withdraw from the performance of the public contract after the award decision has become final, pending the conclusion of the contract.

In the above cases, the tenderer shall not be entitled to claim any compensation from the Contracting Authority.

16. LEGAL PROTECTION

Tenderers are subject to legal protection in accordance with the provisions of the ZPVPJN throughout the public contract procedure.

The request for an audit must be drawn up in accordance with the provisions of Article 15 of the ZPVPJN and submitted via the eRevizija portal. The applicant must pay the corresponding fee pursuant to Article 71 of the ZPVPJN when submitting the request for review.

17. CONCLUSION OF THE CONTRACT

Before signing the contract, the successful tenderer must submit to the Contracting Authority a fully completed and signed "DECLARATION" Form (Paragraph six of Article 14 of the Integrity and Prevention of Corruption Act). If it is found that the successful tenderer has made a false declaration or has misrepresented the facts stated in the declaration, the contract shall be null and void. These statements must also be submitted for all subcontractors that request direct payment and the participation share of which exceeds EUR 10,000.00 without VAT.

In addition to handwritten signatures, the Contracting Authority accepts electronic signatures. Method of signing the contract is indicated by the tenderer on the Tender form.

If the successful tenderer opts for an electronic signature, the contract must be signed with a qualified electronic signature. For this purpose, the successful tenderer must hold a qualified digital certificate in accordance with the eIDAS Regulation. In this case, the contract will be delivered and signed electronically via a secure electronic mailbox.

Instructions for registering on the VEP portal are annexed to this invitation.

The chosen tenderer/co-tenderer must proceed to sign the contract at the end of the standstill period (the contract draft is in the attachment). The successful tenderer must, together with signing the contract on the performance of the tender, sign a Non-Disclosure and Protection of Trade Secrets Agreement with the Contracting Authority, with the content as set out in the Annex to the contract. Signing the contract is a condition precedent to signing the contract on the performance of the tender.

The successful tenderer shall, as a condition of the validity of this contract, provide financial security for the performance of its obligations in accordance with the provisions of this tender documentation and the contract, no later than twenty (20) working days after the signing of the contract.

18. FINANCIAL GUARANTEES

All guarantee documents must be identical in content to the model forms annexed to the tender documentation.

The bank guarantee must be issued in the currency of the public contract by a bank having its registered seat in the Republic of Slovenia, a Member State of the European Union, or Switzerland, and must comply with the Uniform Rules for Demand Guarantees (URDG 758) of the International Chamber of Commerce, revision 2010. The bank guarantee must be irrevocable, unconditional, and payable on first demand.

If the bank guarantee is issued by a bank with its registered seat in a Member State of the European Union or in Switzerland, the issuing bank must have a credit rating of at least BBB- (Standard & Poor's) or an equivalent rating (Moody's, Fitch). Information on the credit rating of the issuing bank must be publicly available at the time of submission.

Submission of the original guarantee is not required. The bank may issue the duly signed guarantee in PDF format and provide it to the contractor, who then submits it electronically to the contracting authority in accordance with the provisions applicable to the respective type of security instrument.

Surety must be issued by an issuer who is established in the Republic of Slovenia. The tenderer must submit a scanned original of the guarantee issued in PDF format, signed by the authorised representatives of the insurance company. They must also submit the original document at the request of the Contracting Authority.

18.1. PERFORMANCE BOND

Bank Guarantee/Surety

As a condition of the validity of this contract, the successful tenderer must provide the Contracting Authority, within twenty (20) days of signing the contract, with a performance bond (bank guarantee or suretyship) in the amount of 10% of the total contractual value incl. VAT. The bank guarantee must be irrevocable, unconditional and redeemable on first demand.

The Contracting Authority shall have the right to call in the performance bond in the agreed amount if the successful tenderer fails to perform the contractual obligations in the agreed quality or quantity or within the agreed time limits. The insurance must be valid for at least 45 days after the end of the contractual period. If the delivery/performance deadline is extended, the validity of the insurance shall also be extended.

Cash deposit

The successful tenderer may also guarantee the performance of the contractual obligations by lodging a non-interest-bearing deposit in the Contracting Authority's commercial account. In the case of a deposit, everything applies in the same way as for a bank guarantee or suretyship.

In the case of risk insurance by means of a deposit into the Contracting Authority's commercial account, a payment receipt showing the purpose shall be provided as proof of payment.

TENDER

Tender No. of

Tender Form Part I

DETAILS OF THE TENDERER/JOINT TENDERER:

1. Company name (name) of the tenderer/joint tenderer:
2. Address of the tenderer/joint tenderer:
3. Registration number:
4. VAT ID number:
5. Tenderer's transaction account:
6. Information about the economic operator:
 - Telephone:
 - Email:
7. Signatory to the contract of the tenderer/joint tenderer:
 - First name and surname:
 - Function:
8. Contact person of the tenderer/joint tenderer (to be indicated in the same way as when signing in to the e-JN):
 - First name and surname:
 - Telephone:
 - Email:
9. Contract representative:
 - First name and surname:
 - Telephone:
 - Email:
10. The tenderer is a taxable person (circle): YES NO
11. Is the tenderer an SME as defined
in Commission Recommendation 2003/361/EC (circle): YES NO
12. The contract will be signed with a qualified electronic signature: YES NO
If YES, please provide the VEP email address for service:
13. **Total tender price without VAT:** **EUR**

14. Representatives of the tenderer (specify all persons who are members of the administrative, management or supervisory body of the tenderer, or who have powers of representation or decision-making or control thereof):

- First name and surname:

- PIN:

- First name and surname:

- PIN:

- First name and surname:

- PIN:

- First name and surname:

- PIN:

15. Method of submission of the tender (please indicate and enter if applicable):

Independently

With subcontractor(s):

-

-

-

With partner(s):

-

-

whereby only the lead partner shall be issuing invoices.

The tenderer (name of the tenderer) hereby applies for the awarding of a public contract for A tool for selecting the optimal route for new transmission routes.

We hereby declare that all the information given in the tender and in the attached documents is true. In accordance with the invitation to tender, the validity of the tender is 90 days from the date set for the submission of tenders.

**The tenderer must complete tender form Part I for each joint tenderer involved.
All the information requested on the forms must be completed.**

Tender Form Part II

(* If the tenderer has several subcontractors, this page shall be copied and completed for each subcontractor.

SUBCONTRACTOR'S DETAILS (*):

1. Company name (name) of the subcontractor:
2. Address of the subcontractor:
3. Registration number of the subcontractor:
4. VAT ID number:
5. Transaction account of the subcontractor:
6. Value of the tender to be awarded to the subcontractor in EUR, excluding VAT:
7. Type of work to be carried out by the subcontractor:
8. Representatives of the subcontractor (specify all persons who are members of the administrative, management or supervisory body of the subcontractor, or who have powers of representation or decision-making or control thereof):
 - First name and surname:
 - PIN:

 - First name and surname:
 - PIN:

 - First name and surname:
 - PIN:

 - First name and surname:
 - PIN:

If subcontractors are engaged, the tenderer must complete tender form Part II for each subcontractor.

All the information requested on the forms must be completed.

DECLARATION OF THE ELIGIBILITY OF THE TENDERER/CO-TENDERER

Tenderer/Co-tenderer:

Subject of the contract: **A tool for selecting the optimal route for new transmission routes**

We hereby declare, under penalty of criminal and material liability, that:

1. we are not prohibited by any law, regulation or decision of any authority from entering into the contract which is the subject of this procurement procedure;
2. we meet the formal working and technical requirements and have the appropriate authorisations, professional and technical capacity, financial resources, equipment and other facilities, management capability, reliability, experience, reputation, and staff, and will be able to perform the subject of the contract;
3. we have not ceased to carry out the activities covered by the contract;
4. we fulfil all the conditions laid down by law for carrying out the activity that is the subject of the public contract;
5. the tender price covers all the costs we will incur in performing the contract;
6. we have settled all outstanding obligations to subcontractors in previous procurement procedures;
7. we have no blocked transaction accounts;
8. there are no grounds for the exclusion of the economic operator referred to in paragraphs one, two and four of Article 75 of the ZJN-3;
9. we are not the subject of any insolvency, liquidation or other compulsory winding-up proceedings as per Article 75, paragraph six, item b) of the ZJN-3;
10. we agree that ELES, d.o.o. may access information in the Unified Information System eDosje for the purpose of verifying the tender;
11. we are familiar with the content of the procurement documents relating to the subject of the public contract (requirements, conditions, criteria, content of the forms, content of the contract, etc.) and accept them in full;
12. we confirm that the workers to be involved in this public contract are familiar with ELES d.o.o.'s Environmental Management Policy and Occupational Health and Safety System Policy, as published on the internet, and are adequately trained to meet any additional environmental requirements specified in the call for tenders;
13. we declare that we have indicated in our tender all the subcontractors to whom we intend to subcontract, and that the information is true. In the event of any changes, we will notify the Contracting Authority of the changes no later than five days after the change occurs;
14. we confirm the unit prices to two decimal places as set out in the Contract Price Specification;

The information given is true and we are prepared to prove this, at the request of the Contracting Authority, by producing the relevant certificates or documents at no additional cost to the Contracting Authority.

Date:

Tenderer/Co-tenderer:

DECLARATION OF ELIGIBILITY OF THE SUBCONTRACTOR

Subcontractor:

Subject of the contract: **A tool for selecting the optimal route for new transmission routes**

We hereby declare, under penalty of criminal and material liability, that:

1. we are not prohibited by any law, regulation or decision of any authority from entering into the contract which is the subject of this procurement procedure;
2. we meet the formal working and technical requirements and have the appropriate authorisations, professional and technical capacity, financial resources, equipment and other facilities, management capability, reliability, experience, reputation, and staff, and will be able to perform the subject of the contract;
3. we have not ceased to carry out the activities covered by the contract;
4. we fulfil all the conditions laid down by law for carrying out the activity that is the subject of the public contract;
5. there are no grounds for the exclusion of the economic operator referred to in paragraphs one, two and four of Article 75 of the ZJN-3;
6. we are not the subject of any insolvency, liquidation or other compulsory winding-up proceedings as per Article 75, paragraph six, item b) of the ZJN-3;
7. we have no blocked transaction accounts;
8. we agree that ELES, d.o.o. may access information in the Unified Information System eDosje for the purpose of verifying the tender;
9. we are familiar with the content of the procurement documents relating to the subject of the public contract (requirements, conditions, criteria, content of the forms, content of the contract, etc.) and accept them in full;
10. we certify that the workers who will carry out the work under this public contract are familiar with the Environmental Management Policy and the Occupational Health and Safety System Policy of ELES d.o.o., published on the internet, and are adequately trained to meet any additional environmental requirements specified in the call for tenders;
11. we require direct payment for our part under this public contract in accordance with paragraph five of Article 94 of the ZJN-3 (please circle):

YES

NO

The information given is true and we are prepared to prove this, at the request of the Contracting Authority, by producing the relevant certificates or documents at no additional cost to the Contracting Authority.

Date:

Subcontractor:

RECAPITULATION FORM

RECAPITULATION

Tender value (total tender value for the entire period)

IN ACCORDANCE WITH TENDER NO OF

For public contract: A tool for selecting the optimal route for new transmission routes

TENDERER: _____(indicating the tenderer)

(price per unit with two decimal places)

Subject	Tender price in EUR excluding VAT
A tool for selecting the optimal route for new transmission routes	

OWNERSHIP DECLARATION OF THE TENDERER PURSUANT TO THE ZINTPK

Pursuant to the sixth paragraph of Article 14 of the Integrity and Prevention of Corruption Act (the ZIntPK)

DECLARATION

The Tenderer:

(name of the company, company headquarters, company registration number)

declares that, on the day of signature of this Declaration, pursuant to the Companies Act, the Company has the following partners, shareholders, silent partners and economic operators considered to be our associated companies:

- _____
- _____
- _____
- _____
- _____

* (in the case of natural persons, state: first and last name, address, share of ownership; in the case of legal persons, state: name of the company, company headquarters, company registration number, share of ownership)

Place and date:

Name and surname of the legal representative

.....

.....

Signature of the legal representative

.....

Stamp of the company or of the Tenderer

.....

C O N T R A C T

No. POG2026/_____

entered into by and between:

CONTRACTING AUTHORITY: ELES, d.o.o.

Hajdrihova ulica 2, 1000 Ljubljana,
represented by the Managing Director
Aleksander Mervar, MSc
registration number: 5427223000
VAT ID number: SI20874731

hereinafter: **Contracting Authority**

and

CONTRACTOR / SUPPLIER:

.....
represented by

.....
registration number:

VAT ID number:

hereinafter: **Contractor / Supplier**

SUBJECT: A tool for selecting the optimal route for new transmission routes

1. OBSERVATIONS

The Contracting Parties find that on the basis of the low-value contract procedure as per the ZJN-3, published on the Public Procurement Portal on under no. JN..... and tender documentation no. JN26/00147 for **A tool for selecting the optimal route for new transmission routes**, the chosen contractor, in line with selection decision no. 894/MV/JN26/00147 of, under tender no. of

2. SUBJECT OF THE CONTRACT

The subject of this contract is the **purchase of a tool or software and related licences for the selection of the optimal route for new transmission paths, for the period of three years**, in accordance with the tender conditions and the offer cited in the previous point of this contract.

The Contractor acknowledges and warrants that it has obtained all information relating to the subject of the Contract that may affect the Contract Price or the breakdown of the Contract Price, or its rights and obligations under this Contract. The Contractor expressly waives any claim against the Contracting Authority arising from the Contractor's failure to comply with the terms of this Contract.

3. PRICE

The Contract Price, as set out in the specification annexed hereto, shall be: EUR,

in words: EUR.

Unit prices from the specification shall remain fixed and unchangeable until all the obligations under the Contract have been fulfilled. Prices include all direct and indirect costs and charges incurred by the Service Provider in the performance of its obligations under the Contract, but do not include value added tax (VAT), which shall be charged and paid in accordance with the applicable Value Added Tax Act.

Any prices and costs not included in the price per unit from the specification, but that are necessary (directly or indirectly) for the performance of the Contractor's obligations under this Contract, shall be payable by the Contractor and shall be borne solely by the Contractor.

4. INVOICING AND PAYMENT

Once the delivery of the software has been completed, the supplier/contractor shall issue one invoice for the delivery. The invoice for the software must include a takeover record in line with Article 6 of this contract. The record must be signed by both contracting parties or their representatives.

Invoices for user support shall be issued on the basis of the takeover of individual services provided, up to a maximum of once per quarter. The invoice shall be issued no later than by the 8th day of the following month for the previous quarter. Each invoice shall be accompanied by a signed record in accordance with Article 6, paragraph one of this Contract.

The Contracting Authority does not undertake to order all the consultancy hours set out in the quotation. The last invoice must include a signed report on the work carried out in accordance with Article 6, paragraph two of this Contract.

The Contractor must issue the invoice in electronic form, in line with the eSLOG standard or the European standard for electronic invoicing. The Contractor shall send the invoice in electronic form via secure ePaths to the ELES bizBox eMailbox, exceptionally to the email address: e.racuni@eles.si. Detailed instructions for issuing e-invoices are available on the Contracting Authority's website.

The invoice must contain the valid contract number, otherwise it will be rejected. The specification of the amount invoiced shall be an integral part of each invoice and shall be presented under the same headings and in the same manner as the contractual specifications.

In the case of engaging the following subcontractor _____ who requested direct payment, the Contractor shall be obliged to attach the invoice(s) of its subcontractor(s) (for the relevant work), which have been approved by the Contractor, alongside its own issued invoice. The Contractor authorises the Contracting Authority to pay the subcontractor directly on the basis of the two documents referred to in the preceding sentence of this Contract and the assignment annexed to this Contract. If the Contractor does not fully approve the subcontractor's invoice, the Contractor and the subcontractor shall reconcile in writing the amount to be paid to the subcontractor and submit this to the Contracting Authority. The same shall apply to contra-accounts and all other forms of payment that are not in line with this paragraph.

The payment period shall be 30 days. The payment period shall commence upon receipt of the duly issued invoice, but not before the first day after the services provided have been duly carried out. If the due date falls on a non-working day (Saturday, Sunday, a public holiday in the Republic of Slovenia, or a day on which the European payment and settlement system in EUR is not operational), the due date shall be postponed to the first subsequent working day.

If the invoice is incorrect or disputed, the Contracting Authority shall be entitled to reject it in whole or in part. The Contracting Authority shall also have the right to reject an invoice containing unreconciled payments to subcontractors in accordance with paragraph five of this point.

The Service Provider may not assign its claims under the Contract to third parties, other than cases agreed on for subcontractors or with the prior consent of the Contracting Authority.

5. CONTRACT END DATE

The deadline for the delivery of the software shall be two (2) months from the date of the conclusion of the contract.

The Contractor must provide user support for three years after the software package has been released for use.

6. ACCEPTANCE OF WORKS AND REPORT

Acceptance of the works shall be remote and shall be completed when the Contracting Authority and the Contractor establish, by means of a record, that the contract works have been performed in line with the Contracting Authority's requirements and obligations as per this contract. The Contractor shall remedy any defects found and take into account any observations made by the Contracting Authority in relation to the performance of the contractual obligations prior to the acceptance of works.

A record of acceptance shall be drawn up showing that all the contractual obligations have been performed in accordance with the requirements and the attached specification. The record must be signed by both contracting parties or their representatives.

The final acceptance of the works performed shall be completed when the Contracting Authority and the Contractor establish, by means of a record, that all the contractual works have been completed in line with the contract and the requests of the Contracting Authority. The Contractor shall remedy any defects found and take into account any observations made by the Contracting Authority in relation to the performance of the contractual obligations prior to the acceptance of works. The record must be signed by both contractual representatives, and it must be submitted with the last invoice.

For the user support service, work shall be accepted quarterly with a report from the Contractor on the work carried out for the previous quarter. The report shall be signed by representatives of the Contracting Authority and the Contractor.

The Contractor shall submit all the documentation resulting from the subject matter of the contract (updated description of functionality, updated technical instructions, updated user instructions, description of the work performed, and description of the impact of the changes made on the operation of the remaining functionality) to the Contracting Authority in electronic form in accordance with the technical requirements. All documentation must be in the Slovenian language, and it may also be in the English language with the consent of the Contracting Authority.

7. OBLIGATIONS OF THE CONTRACTOR

The Contractor undertakes to:

- perform the accepted works under the Contract in a professional manner, with due diligence and to a high standard of workmanship, in accordance with the Slovenian standards, laws and technical regulations, issued consents, and any other standards and instructions specifically agreed on,
- perform the works under the Contract in accordance with the Service Level Agreement (Annex 5 to the Contract),
- carry out all works under the Contract in an economical manner for the benefit of the Contracting Authority;
- do everything within the scope of the obligations assumed to meet the deadlines agreed under this Contract; and keep the Contracting Authority informed of current issues and situations that may affect the performance of the obligations assumed; The Contractor shall notify the Contracting Authority in writing of any changes contained in the new version of the Software,
- protect the trade secrets of the Contracting Authority and its partners and the confidentiality of all technical documentation, technical processes, data and other information,
- familiarise itself with and strictly comply with the ELES Framework Security Policy in the performance of the contractual obligations and, in this respect, comply with all the instructions and guidelines issued by the Contracting Authority’s Information Security Officer,
- carry out the accepted works under the Contract with due diligence and to a high standard of workmanship,
- interpret to the Contracting Authority any ambiguity in the scope of the contractual services,
- perform the contractual obligations in accordance with the applicable law,
- provide a written statement from the Contractor and the subcontractor that the subcontractor has been paid for the part of the work performed (applies to subcontractors who have not requested direct payments) within 60 days of payment of the invoice, and
- cooperate closely with the Contracting Authority, taking into account the economic and technical conditions of the Contracting Authority, as well as to carry out all the other obligations in the tender documentation.

8. SUBCONTRACTORS

The Contractor shall engage the following subcontractor(s) to carry out the contractual works:

.....
(title, full address, registration number and tax number)

The subcontractor shall carry out the following type of work:

..... (a more detailed description of each type of work to be carried out by the subcontractor is set out in the Annex to this Contract).

The Contractor shall not replace or add new subcontractors without the prior consent of the Contracting Authority.

If a subcontractor is replaced after the conclusion of this Contract, or if the Contractor enters into a contract with a new subcontractor, the Contractor shall, within 5 days of the change, submit to the Contracting Authority:

- a declaration by the Contractor that it has settled all undisputed obligations to the original subcontractor;
- a contract with the new subcontractor specifying the subject, quantity, value, place and time limit for the performance of the work; and
- an assignment agreement signed by the Contracting Authority and its new subcontractor in line with Article 4 of this Contract.

The provisions referred to in the last indent of the preceding paragraph shall not apply to the following subcontractors who have not requested direct payment.

Within the same time limit, the Contractor shall provide the Contracting Authority with all other evidence relating to the subcontractors, as required in the procurement documents.

Once the Contracting Authority has satisfied itself that the Contractor has provided all the supporting documents with the required content, the Parties shall enter into an addendum to this Contract concerning the replacement or addition of new subcontractors (as a condition for the introduction of the new subcontractor(s) to the work).

In the event of a breach by the Contractor of its obligations under this Clause, the Contracting Authority shall be entitled to withdraw from this Contract and the Contractor shall be liable to compensate the Contracting Authority for any damage caused.

9. OBLIGATIONS OF THE CONTRACTING AUTHORITY

The Contracting Authority undertakes to:

- provide all information necessary for the performance of the works under this Contract,
- work closely with the Contractor to ensure that the subject of the Contract is completed on time and to the mutual satisfaction of both Contracting Parties,
- keep the Contractor informed about any changes and new situations that may affect the progress and scope of the subject of the Contract,
- protect as a trade secret any information obtained by the Contracting Authority from the Contractor

10. PERFORMANCE BOND

The Contractor must, within twenty (20) days of signing the Contract, as a prerequisite for the validity of this Contract, submit to the Contracting Authority a performance bond (**bank guarantee or suretyship**) in the amount of **10% of the total contractual value incl. VAT**.

The Contracting Authority shall have the right to call in the performance bond up to its value if the Contractor fails to fulfil its contractual obligations in accordance with the terms of this Contract.

The insurance must be valid for at least 45 days after the end of the contractual period.

If the Contract is extended, the validity of the performance bond shall be extended by the same period. The Contractor shall immediately replace a called-in financial guarantee with a new one.

11. REPRESENTATIVES OF THE CONTRACTING PARTIES

The Contracting Authority's representative under this Contract shall be:

Mr

telephone:, email:

The representative of the Contracting Authority shall represent the Contracting Authority in all matters relating to the obligations under this Contract. The representative of the Contracting Authority shall cooperate with the Contractor throughout the duration of the Contract, and shall provide the Contractor with the necessary information that the Contracting Authority is required to provide by virtue of its obligations under this Contract.

The Contractor's representative under this Contract shall be:

Mr/Mrs

telephone:, email:

The representative of the Contractor shall be authorised to represent the Contractor in all matters relating to the obligations under this Contract, and shall be obliged to cooperate directly with the representative of the Contracting Authority throughout the duration of this Contract.

The Contracting Parties shall be obliged to notify each other of any replacement of their representative within 3 days of the replacement occurring.

12. CONTRACTUAL PENALTY

In the event of a delay, the Contractor shall be obliged to pay a penalty of 0.2% of the total contract price for each day of the delay. This shall apply to all the time limits set out in this Contract, as well as those agreed on by the Contracting Parties in operational meetings. In the case of deadlines set in hours, the contractual penalty shall apply for each hour commenced.

The contractual penalty shall be payable by the Contractor to the Contracting Authority within 8 days of the date of the demand for the payment of the penalty, or shall be set off against the invoice.

The Contracting Parties agree that when the Contracting Authority has accepted the performance of the obligations, it has also informed the Contractor that it reserves the right to the contractual penalty.

The contractual penalty shall not preclude the realisation of the performance guarantee.

The Contracting Authority also reserves the right to claim compensation for actual damages exceeding the contractual penalty.

13. FORCE MAJEURE

Neither party shall be liable for damages arising from a failure to perform or a delay in the performance of its obligations under the Contract if, after the Contract has been entered into, circumstances arise that the Contracting Parties could not have foreseen, prevented or avoided (*force majeure*).

The Contracting Party affected by *force majeure* shall immediately notify the other Contracting Party of the onset and cessation of *force majeure* and shall, at the request of the other Contracting Party, provide all necessary evidence of the existence and duration of *force majeure*, as well as of its extent and consequences. If it fails to do so, it may not invoke *force majeure*. The contractual time limits shall be extended for the duration of the *force majeure*. The Contracting Parties shall agree in writing on new contractual time limits.

14. TRADE SECRET

All information relating to the subject of the Contract that is defined as such by the ZPosS, and that is not in the public domain pursuant to the ZDIJZ or ZJN-3, shall be considered a trade secret and the Contracting Parties undertake to use it exclusively for the performance of their contractual obligations.

The documents referred to in the preceding paragraph may not be reproduced or made available to third parties or used for purposes other than those specified in the Contract without the prior consent of the other Contracting Party. The Contractor shall extend its obligation to protect information, documents and other data relating to this Contract to all its employees and possible subcontractors under this Contract who have performed or will perform all or any part of the work under this Contract. The obligation of professional secrecy shall apply both during the performance of this Contract and thereafter. The Contractor undertakes to protect in the same way any personal data it becomes aware of in the course of the performance of the Contract.

The Contracting Parties shall indemnify each other against any damage resulting from a breach of these obligations.

The Contractor undertakes to sign a **Non-Disclosure and Protection of Trade Secrets Agreement (Annex 6 to the Contract)** and, during the signing of the Contract, it also undertakes that the provisions

from the Non-Disclosure and Protection of Trade Secrets Agreement shall be respected by all its staff performing the services.

15. TERMINATION OF THE CONTRACT

The Contract may not be terminated for default in the performance of an insignificant part of the obligations.

The Contracting Authority shall not be entitled to terminate the Contract due to default in performance unless it has first granted the Contractor a reasonable period of grace, acceptable to the Contracting Authority, within which to remedy the default and the Contractor has failed to remedy the default within this period. The Contracting Authority shall not be required to grant a further period of grace if the Contractor declares that it is unwilling or unable to perform its obligations under the Contract in time.

The Contractor may only terminate the Contract on the grounds of a failure by the Contracting Authority to perform its obligations after having granted the Contracting Authority a reasonable period of grace for performance. This period shall not be less than 15 working days.

If the Contract is terminated through the fault of the Contracting Authority, the Contracting Authority shall pay for all the services performed and any damage suffered by the Contractor as a result of the termination of the Contract.

If the termination is due to the fault of the Contractor, the Contractor shall not be entitled to any payment for the work, and the Contracting Authority shall be entitled to compensation for any damage suffered as a result of the termination of the Contract.

If the Contracting Parties terminate this Contract by mutual agreement, they shall settle any disputes arising from the termination of the Contract amicably.

The Contract shall also be terminated in the cases referred to in Article 67 of the Public Procurement Act (ZJN-3). This Contract is concluded under a resolutive condition that, if the circumstances and conditions referred to in indent 3 of paragraph four of Article 67 of the ZJN-3 are fulfilled, shall be exercised from the date of the conclusion of a new contract for the performance of the public contract in question. If the Contracting Authority does not initiate a new procurement procedure in accordance with indent 3 of paragraph four of Article 67 of the ZJN-3 and the other circumstances referred to in the provisions of indent 3 of paragraph four of Article 67 are not fulfilled, the Contract shall be deemed to have been terminated on the 60th day from the date on which the Contracting Authority became aware of the breaches referred to in Article 67 of the ZJN-3.

16. DISPUTES

The Contracting Parties shall endeavour to settle any disputes arising from this Contract amicably. If this is not possible, the disputes shall be settled by the competent court in Ljubljana.

17. ANTI-CORRUPTION CLAUSE

Any contract in which a person promises, offers or gives any undue advantage to the representative or agent of the Contracting Authority on behalf or for the account of another Contracting Party for the purpose of:

- obtaining business; or
- concluding business under more favourable terms and conditions; or
- omitting due supervision over the implementation of contractual obligations; or
- any other act or omission that causes the Contracting Authority damage, or by which the representative or agent of the Contracting Party, other Contracting Party, or its representative, agent or intermediary is put in a position to obtain an undue advantage;

shall be null and void, and if the contract is not yet in force, then it shall be deemed not to have been concluded at all.

18. FINAL PROVISIONS

Any amendments or supplements to this Contract shall only be valid if they are mutually agreed in writing and expressly state that they are amendments or supplements to this Contract.

This Contract shall be deemed to have been executed when signed by the representatives of both Contracting Parties and shall take effect when the Contractor has provided a sufficient financial guarantee no later than twenty business days after the signature of the Contract.

If the Contractor fails to fulfil its contractual obligations in the manner provided for in this Contract, the Contracting Authority may terminate this Contract at any time and with no liabilities to the Contractor by giving one month’s notice. The period of notice shall commence on the date of receipt of the written notice of termination.

Anything not agreed on in this Contract shall be governed by the provisions of the Obligations Code.

This Contract is drawn up and signed in duplicate, of which each Contracting Party shall receive 1 copy. If the Contract is executed electronically, it shall be executed as a single electronic copy.

The constituent parts of the Contract are:

- ANNEX 1: Specification of the contract price in accordance with Tender No of
- ANNEX 2: Tender Technical Requirements
- ANNEX 3: Contract with a subcontractor (if a subcontractor is engaged)
- ANNEX 4: Assignment (if a subcontractor is engaged)
- ANNEX 5: Service Level Agreement
- ANNEX 6: Non-Disclosure and Protection of Trade Secrets Agreement
- ANNEX 7: Tender documentation JN26/00147

The appendices are as binding as the Contract itself.

....., on:

Ljubljana, on:

CONTRACTOR:

.....
.....
.....

CONTRACTING AUTHORITY:

ELES, d.o.o.
Managing Director
Aleksander Mervar, MSc

A TOOL FOR SELECTING THE OPTIMAL ROUTE FOR NEW TRANSMISSION ROUTES

CONTRACT PRICE SPECIFICATION – TENDER ESTIMATE

IN ACCORDANCE WITH TENDER NO OF

(Excel table)

A TOOL FOR SELECTING THE OPTIMAL ROUTE FOR NEW TRANSMISSION ROUTES

TENDER TECHNICAL REQUIREMENTS

IN THE ANNEX (in English)

A TOOL FOR SELECTING THE OPTIMAL ROUTE FOR NEW TRANSMISSION ROUTES

SUBCONTRACT

(if a subcontractor is engaged)

ASSIGNMENT

Supplier/Contractor (assigner):

..... (full title)
 (title)
 (registration number)
 hereinafter: (abbreviated title of the Contractor)

Subcontractor (assignee):

..... (full title)
 (title)
 (registration number)
 hereinafter: (abbreviated title of the subcontractor)

Contracting Authority (obligor):

ELES, d.o.o.
 Hajdrihova 2, 1000 Ljubljana
 registration number: 5427223000
 hereinafter: **ELES, d.o.o.**

1. Article

..... (abbreviated title of the Contractor) hereby orders and authorises ELES, d.o.o., to pay to the subcontractor (abbreviated title of the subcontractor) to its business account no. all the corresponding amounts in line with item 4 of the signed Contract no. **POG2026/..... for A tool for selecting the optimal route for new transmission routes.**

2. Article

..... (abbreviated title of the Contractor) also authorises (abbreviated title of the subcontractor) to, in the previous Article of this Contract, accept the aforementioned payments as payment of its receivables due from (abbreviated title of the Contractor), and the subcontractor (abbreviated title of the subcontractor) hereby consents to the acceptance of this payment.

3. Article

ELES, d.o.o., Ljubljana shall execute the transfers in accordance with the due dates as stipulated in point 4 of the signed Contract no. **POG2026/..... for A tool for selecting the optimal route for new transmission routes.** The transfer shall fulfil ELES, d.o.o.'s obligation to the Contractor (abbreviated title of the Contractor) and the Contractor's obligation to the subcontractor.

4. Article

The parties shall resolve any disputes amicably, but if they are unsuccessful in this, the Ljubljana court shall have jurisdiction to resolve the dispute.

5. Article

The Assignment is drawn up in three copies, of which each Contracting Party shall receive one copy.

6. Article

The Assignment shall be valid from the date of signature by all three parties.

SUPPLIER/CONTRACTOR:

Date of signing:

.....
.....
.....

SUBCONTRACTOR:

Date of signing:

.....
.....
.....

CONTRACTING AUTHORITY:

Date of signing:

ELES, d.o.o.
Managing Director
Aleksander Mervar, MSc

A TOOL FOR SELECTING THE OPTIMAL ROUTE FOR NEW TRANSMISSION ROUTES

SERVICE LEVEL AGREEMENT

1 GENERAL PROVISIONS

With these requirements, the Contracting Parties set the legal, substantive, technical and timing conditions for the **tool for selecting the optimal route for new transmission routes** (hereinafter also: software).

The Contracting Parties find that:

- the Contractor, as per the requirements, hereby undertakes to provide help and consultancy services for the Contracting Authority and the end-user in using the application,
- the Contractor assumes responsibility for the installed application,
- the Contractor vouches for the software supplied by the suppliers in accordance with their warranty terms,
- the Contractor, in the course of providing its services, also provides services to the Contracting Authority that allow the latter to access the internal information and know-how of the subcontractors of hardware and software,
- the Contractor has the resources to support and manage IT services and systems,
- the Contractor shall provide the service to the extent and quality as agreed in these requirements and in the annexes to these requirements.

2 TERMS

Application services are the services of the Contracting Authority listed in the catalogue of services in Appendix 1 to these requirements.

Support services are services provided by the Contractor to support the operation of the application, as defined in the Contract by which the Contracting Authority provides the services to its users.

A catalogue of services is a record of services with associated descriptive information.

A service level is a specific way of providing a support service, which covers the parameters, method and time of providing the support service.

The Service Centre (SC) is the single entry point for communication between the Contractor and the Contracting Authority.

A communication channel is a form of communication between the Contracting Authority and the single SC entry point of the Contractor. These forms are:

- telephone, GSM,
- email,
- portal.

All of these communication channels are bilateral.

Information is a set of facts relating to a service and describing the state of that service or related events.

An event is a change of state that is relevant from the point of view of the management of a service or configuration element.

An incident is an unplanned interruption or reduction in service quality. An incident is also an error in a configuration element that does not yet affect the service.

Reliability is a measure of how long a service or configuration element can operate without interruption. It is usually measured as the mean time between failures (MTBF) or the mean time between service interruptions (MTBSI). The term can also be used to define the likelihood that a service will work as requested.

A service request is an official request from a user for a service. For example: a request for information or advice, or a request to rectify an incident.

The response time for the receipt of a request is the activity by which the Contractor is obliged to confirm that the request has been received, duly logged and understood. If the request is not properly declared or if

the description on the request is not sufficiently defined, the Contractor shall call on the Contracting Authority to supplement the request. The Contractor must also justify its response or indicate what specific details need to be added.

The classification response time is the time required to log an incident, problem or service request, classify it and identify the underlying problem, service, system assembly or faulty hardware/software. After this time has elapsed, the Contractor must take a competent approach to resolving the incident or ensuring that the service request is carried out. A classification response time milestone is feedback to the Contracting Authority containing:

- the sequence number of the open incident or service request, which is also the identification number for further communication,
- details of the service, failed system, hardware or software,
- priority must be set, as a derivative between impact and urgency,
- the generic content of the issue must be defined.

The response time for the receipt of a request and the classification response time shall initiate when the service request is submitted and shall be frozen when the Contracting Authority calls on the supplement of the request.

The time to resolution shall initiate when the service request is submitted and shall be frozen when the Contracting Authority calls on the supplement of the request.

The **operating time** determines the time interval of the availability of the service to the Contracting Authority. The time limits for calculating the SLA parameters only run within this time interval.

Impact is a concept or objective measure used to determine the impact of a particular incident on the operation or use of system services. Impact can be used to determine how much an incident affects service and business operations.

Urgency is a concept or objective criterion used to determine how quickly an incident needs to be resolved in order to restore the service to normal operation, how quickly a problem needs to be solved or how quickly a service request or change request needs to be implemented.

Priority is a concept or objective criterion used to determine the order in which incidents, problems, service requests and change requests are dealt with, based on urgency and impact. Priority is determined by the Contracting Authority on the basis of impact and urgency.

A problem is an unknown cause of one or more incidents on the service.

A problem type is a classifier of a problem, which defines the type of activity and the content of the problem using generic parameters. Based on the problem type, it is determined whether the call of the Contracting Authority is related to an incident, a problem or a service request. It also defines the specificities from the service catalogue linked to the different levels of service.

A known fault is a detected cause of incidents affecting services.

Assistance to the Contracting Authority means advice or interactive monitoring of the use of the service provided by the Contractor to the Contracting Authority. Assistance to the Contracting Authority also includes the transfer of the Contractor's knowledge.

Software means all software that must be installed on the hardware deployed in the operating environment for the provision of services.

The **Analysis and Amendment Approval Committee** is a group that is established on a permanent basis or whose membership varies according to the complexity of the amendment. The group includes members of the Contracting Authority and the Contractor whose competences enable them to assess the impact of the amendment on the status quo of the services and on the business.

Incident recovery means ensuring that the service works as originally intended by providing a final or alternative solution.

Working/Business days are all days from Monday to Friday that are not recognised as a public holiday in the Republic of Slovenia.

Public holidays are days that are recognised as public holidays in the Republic of Slovenia.

3 SUBJECT OF THE SERVICES

The subject of these requirements is a **tool for selecting the optimal route for new transmission routes**, which was defined in the tender documentation of the public contract and set out in the Contract of which this Service Level Agreement forms a part. The subject of these requirements is also providing support to users linked to the implemented change and optimisation.

The description of services is based on the following conditions and findings:

- that all of the Contractor's services are reasonably related to the Contracting Authority's service, as defined in these requirements,
- that all services shall be provided in the Slovenian language, unless specifically agreed otherwise in writing between the Contracting Authority and the Contractor.

4 SCOPE OF SERVICES

The scope of the creation of the software service includes the following:

1.1 Communication channel

- providing information related to the software,
- assisting the Contracting Authority in using the software,
- reporting incidents via the preferred communication channel,
- reporting service requests,

1.2 Incident reception and resolution

- reporting incidents via the preferred communication channel,
- receiving incidents and documenting the content of the issue,
- classification of incidents in terms of impact and urgency,
- classification of incidents in terms of content,
- classification of incidents to a specific service, system set, system and equipment,
- classifying the problem type of incidents,
- diagnostics and research,
- incident resolution – restoring the service to normal operation.

1.3 Resolution of problems

- reporting problems,
- proactively identifying and resolving problems,
 - analysing the trend of events on systems and system sets,
 - preparing suggestions for improvements,
- reactive identifying and resolving problems,
 - receiving incidents and documenting the content of the issue,
 - classifying problems, defining issues, impact and urgency,
 - researching the issues,
 - preparing the grounds for tackling the causes of the problem.

1.4 Implementation of service requests

- receiving requests and documenting the content,
- classification of requests in terms of impact and urgency,
- classification of requests in terms of content,
- binding service requests for a specific service, system set or system,
- carrying out requests on existing services, system sets and systems.

1.5 Regular maintenance and management

- maintenance of existing scripts for individual services,
- performing updates and installing security patches as instructed by the manufacturer.

1.6 Monitoring service configurations

- documenting the service, system sets and systems,
- documenting the structure of the service in relation to the system sets and systems,
- documenting the interdependency and availability of the service, system sets and systems,

- using data on the service, system sets and systems to resolve incidents and problems,
- using data on the service, system sets and systems to implement changes,
- documenting changes and data supplementations in the configuration structure.

1.7 Service performance reporting

- the Contractor shall make this performance traceable on an appropriate electronic system to monitor the performance of the service requests.

5 ESTABLISHMENT AND ACCEPTANCE OF THE SERVICE

The Contractor shall start implementing the services immediately after the Contract is signed. The Contractor undertakes to provide the following when establishing support:

- a communication portal as an interface between the Contracting Authority and the Contractor.
- Configuration of the application service as is installed in the Contracting Authority's environment.

6 OBLIGATIONS OF THE CONTRACTOR

The Contractor shall perform the service for the Contracting Authority in accordance with the procedures and in the manner specified in these requirements.

The Contractor's tasks include the provision of the services ordered, consultancy and the creation/updating of the corresponding documentation.

The Contractor shall comply with the recommendations of the profession, as defined in accordance with the ITIL Recommendations, in the provision of the support service.

In order to ensure the proper quality of the services referred to in these requirements, the Contractor shall provide all its experts and those of its subcontractors who will perform the services referred to in these requirements with all the necessary information relating to the operation of the software.

The Contractor shall carry out all the necessary activities with the diligence of a good professional and shall maintain the highest possible level of responsibility in order to be able to provide the service as quickly and qualitatively as possible, and in any case within the time period and to the agreed level.

1.8 6.1 Ensuring a channel of communication

Ensuring a channel of communication enables communication with the Contracting Authority:

- by telephone,
- by email,
- via the Contracting Authority's portal.

The communication channels allow the Contracting Authority to report incidents and service requests.

1.9 6.2 Documentation and classification

The classification of an incident or service request is determined by the priority, which is determined on the basis of the impact and urgency of each incident or service request.

All reported incidents or service requests shall be classified by the Contracting Authority according to the issue as set out in Appendix 1 of these requirements or:

- incidents and similar,
- service requests and similar.

1.10 6.3 Handling of incidents

- a) Incident reporting and their resolution – the Contracting Authority has priority access to the Contractor's support experts during work hours between 9am and 3pm
- b) Turnaround time – the Contractor shall restore the service to normal operation within 1 working day. The Contractor shall either restore the original state of the service with their solution or implement an alternative solution.

1.11 6.4 Resolution of problems

- a) The Contractor shall resolve a problem after assessing the complexity and reproducibility of the causes of the issue.
- b) In situations where the Contractor is unable to provide satisfactory solutions to critical problems of the Contracting Authority's end-users through normal support methods, the Contractor may "escalate" the

incident to subcontractors or suppliers who shall engage their own development team, in which case the Contractor must ensure that trade secrets are protected.

- c) Remote system access – at the request of the Contracting Authority or its end-users, the Contractor shall access their systems remotely in order to analyse the problem and restore the normal operation of the service. This may only be done with the permission of the Contracting Authority and with a prior general authorisation to access the Contracting Authority's end-users. In doing so, the Contractor shall only access systems for which it has obtained the Contracting Authority's consent.

1.12 6.5 Implementation of service requests

- a) Reporting and implementation of service requests – the Contracting Authority shall have priority access to the Contractor's support experts every workday between 9am and 3pm.
- b) Time for performance of the service requirement – the Contractor shall perform the activities specified in the service requirement within the time specified in Appendix 1.
- c) Remote system access – at the request of the Contracting Authority or its end-users, the Contractor shall access their systems remotely in order to implement the service requests. This may only be done with the permission of the Contracting Authority and with a prior general authorisation to access the Contracting Authority's end-users. In doing so, the Contractor shall only access systems for which it has obtained the Contracting Authority's consent.

7 EXCLUSION OF SERVICES

Services not covered by these requirements:

- software upgrades for which the manufacturer does not provide a service package that guarantees the right to upgrade,
- services required for the installation of software not manufactured by the manufacturer on any of the manufacturer's products,
- support for or the replacement of equipment that is altered, damaged or destroyed by natural causes or unauthorised use,
- services necessary to resolve software malfunctions caused by third-party products or any other causes beyond the Contractor's control (including explanations of the results of the software, if correct).

8 THE OBLIGATIONS OF THE CONTRACTING AUTHORITY (service level)

The Contracting Authority undertakes to:

- provide the Contractor with access to the service remotely via a secure network and internet connections,
- keep the Contractor informed of any changes that affect the provision of the service in any way,
- not to resell the support services to third parties without the consent of the Contractor,
- the Contracting Authority shall use the contact persons designated by the Contracting Representatives after the conclusion of the public contract procedure to communicate with the Contractor.

9 DEFINING PRIORITIES FOR REQUESTS

The prioritisation of each request shall be carried out in such a way that the priority is determined as a derivative of the level of urgency and the level of impact, which are defined in the tables below.

The table for determining the degree of **URGENCY**:

DEGREE OF URGENCY	Description
URGENT	<ul style="list-style-type: none"> The system or service is affected and can no longer be used. Use of the system or service is requested as soon as possible. The time it takes to get a system or service back up and running depends on how well the business continues to perform, or the quality of the business as agreed.
PRESSING	<ul style="list-style-type: none"> A system or service is affected but can be used to a limited extent, with limited functionality or capacity. The system operates in Available mode (instead of Highly Available mode). There is a fear that the functionality of the backup system will also be lost. Business is disrupted, Service or system operation is time-sensitive.
STANDARD	<ul style="list-style-type: none"> A fault has been detected in the system or service. Business may be disrupted, but the service or system operation is not time-sensitive.
LOW	<ul style="list-style-type: none"> This category is assigned to events and requests that do not affect the business. If the incident has been resolved and observation or further investigation is required.

The table for determining the degree of **IMPACT**:

LEVEL OF IMPACT	Description
MAJOR	<ul style="list-style-type: none"> An event or request has an impact on the operation of a service on which a large number of users depend or that has high business relevance. All users are blocked from using the service. Business operations may be jeopardised or prevented.
HIGH	<ul style="list-style-type: none"> An event or request has an impact on the operation of a service that some of the users depend on at this moment or that has a high business relevance. Most users are blocked from using the service. Business is restricted.
NORMALLY RESTRICTED	<ul style="list-style-type: none"> The event or request has a limited impact. The service may be used and the event is limited to a specific system set or part of the software. The event can also be limited to a group of users, while most people can use the service in its entirety. Business is locally restricted.
LOCAL	<ul style="list-style-type: none"> The event or request has an extremely limited impact on each user or on a specific part of a system, hardware or software.

Matrix for determining the **PRIORITY** on the basis of urgency and impact

IMPACT/URGENCY	Low	Standard	Pressing	Urgent
Extraordinary impact	3	2	1	1
High impact	4	3	2	1
Normally restricted	4	3	3	1
Local	4	4	3	2

10 ORGANISATION OF SUPPORT

The following organisational levels of support have been defined:

- Contractor support to provide direct support to the Contracting Authority's service centre or system users when required, and
- local support at the Contracting Authority's site, which is a single point of entry or service centre of the Contracting Authority, responsible for direct user support and direct control of the software.

11 COMMUNICATION AND CONTACT DETAILS

The Contracting Authority shall report a service request through one of the communication channels:

- **Telephone:**
- **email:****mailto:**
- **portal:**

The response and resolution time starts from the moment the Contracting Authority reports the fault.

The Contractor shall contact the Contracting Authority through one of the following communication channels:

- **Telephone:**
- **- Email:**

12 LIABILITY FOR DAMAGES

The Contractor shall be liable in damages for demonstrable loss or damage suffered by the Contracting Authority as a result of the substandard performance of the support works or works not carried out in accordance with the standard of good professional practice.

The Contractor shall not be liable for damages in the event of the non-professional performance of work by the Contracting Authority or in the event of force majeure.

The Contractor shall not be liable for any failure of the software service resulting from the insufficient availability of systems and system sets, provided that the Contractor has given the Contracting Authority documented prior notice and the Contracting Authority has not responded to the warnings.

The Contractor shall indemnify the Contracting Authority for any direct damage caused by the poor quality of the work.

The Contractor shall be liable to the Contracting Authority for all damages in the form of loss of earnings suffered by the Contracting Authority as a result of work performed in a substandard manner or as a result of or in connection with breaches of the obligations set out in these requirements.

Catalogue of services and level of support

1. Range of support

The range of support to be provided by the Contractor and included in the price set in the Contract:

Service description	Priority						Priority description	Request acceptance response time	Classification response time	Time to resolution (within the service uptime)	Service operating time	Notes
	2	High	4h	8h	24h	8x5 from 9:00 to 15:00						
Handling of incidents	2	High	4h	8h	24h	8x5 from 9:00 to 15:00	They are carried out routinely after classification					
	3	Medium	8h	24h	negotiable depending on the scope	8x5 from 9:00 to 15:00						
	4	Low	8h	48h	negotiable depending on the scope	8x5 from 9:00 to 15:00						
Resolution of problems	2	High	8h	8h	48h	24x7	They are carried out routinely after classification.					
	3	Medium	8h	24h	negotiable depending on the scope	8x5 from 9:00 to 15:00						
	4	Low	8h	48h	negotiable depending on the scope	8x5 from 9:00 to 15:00						
Implementation of service requests	2	High	8h	8h	32h	8x5 from 7:30 to 15:30	They are carried out routinely after classification.					
	3	Medium	8h	24h	negotiable depending on the scope	8x5 from 9:00 to 15:00						
	4	Low	8h	48h	negotiable depending on the scope	8x5 from 9:00 to 15:00						

Regular management and reporting:

	Description	Response time	Time to resolution	Service operating time
Software upgrade	Installing functional fixes – hotfixes	8h	24h	8x5 from 9:00 to 15:00
	8x5 from 9:00 to 15:00 Installing a new version or service pack (cumulative update) (the service is provided 1x per year or as required)	8h	Negotiable depending on the scope	8x5 from 9:00 to 15:00

Software upgrades do not include user testing assistance, implementation of functional changes, etc., which are tracked through separate service requests.

Measuring the response time and time to resolution

The time for service requests or all other services that are not in 24x7 mode shall only be measured when the services are in operation.

If the Contracting Authority is unable to provide uninterrupted access (physical, passwords, remote access, backup configurations) to sites and equipment, the Contractor may temporarily terminate the incident or suspend service level measurement until uninterrupted access is provided by the Contracting Authority.

At the end of the billing period, the Contracting Authority shall draw up a list of the changes made from the IT Service Support and Management System and submit it to the contractual representative for signing. The Contracting Authority shall forward the list to the Contractor, who shall attach it to the invoice.

ANNEX 6

ELES, d.o.o., sistemski operater prenosnega elektroenergetskega omrežja, Hajdrihova 2, 1000, Ljubljana, registration number: 5427223000, VAT ID No.: SI20874731, represented by Managing Director, Mervar Aleksander, MSc (hereinafter: "ELES d.o.o.")

and

_____, _____, _____, registration number: _____, VAT ID No.: _____, represented by director _____ (hereinafter: "_____")

hereinafter collectively referred to as the "Parties", hereby conclude the following

NON-DISCLOSURE AND PROTECTION OF TRADE SECRETS AGREEMENT

I.

The Contracting Parties have agreed to or are agreeing to and are exploring the possibility of business cooperation in the field of the purchase of a tool for selecting the optimal route for new transmission routes (hereinafter: "Business Purpose").

The Business Purpose requires ELES, d.o.o. ("Transmitting Party") to provide to the other party [_____] ("Receiving Party") certain information as agreed below in this Agreement.

II.

For the purposes of this Agreement, "Confidential Information" means any information in any form and contained in any medium that is disclosed by one party (the "Transmitting Party") to another party (the "Receiving Party") for the purposes of this Agreement or the Business Purpose, regardless of whether it has been designated as confidential.

The Forwarding Party shall independently determine what information and documents it shall disclose to the Receiving Party. For the avoidance of doubt, the Parties agree that any information disclosed by either Party prior to the signing of this Agreement for the Business Purpose of this Agreement shall also be deemed to be Confidential Information.

III.

The Receiving Party undertakes not to copy the Transmitting Party's Confidential Information in any form or use it for any purpose other than the Business Purpose under this Agreement. All the Confidential Information of the Transmitting Party shall remain the sole property of the Transmitting Party. Unless specifically agreed in this Agreement, the Receiving Party shall not acquire any industrial property rights or any other rights in or to the Confidential Information of the Transmitting Party through disclosure. Except as otherwise provided in this Agreement, the Receiving Party agrees that it will not transfer, transmit or disclose the Confidential Information of the Transmitting Party in any form to any third party, whether a natural person, company, firm, corporation, association or any other entity, for any reason or purpose whatsoever.

IV.

The Receiving Party shall not decompile, disassemble or reverse engineer any prototypes, software or other physical items containing Confidential Information provided to the Receiving Party pursuant to this Agreement.

The Receiving Party undertakes to properly safeguard the Confidential Information of the Transmitting Party and to take all such steps as necessary to protect the Confidential Information, including all such steps as it uses to protect its own Confidential Information, or at least all the steps that a prudent or good steward would use to protect the Confidential Information, and to handle and deal with the Confidential Information in such a manner as to prevent unauthorised disclosure thereof.

The Receiving Party shall not use, exploit or otherwise utilise the Confidential Information provided to it except for the Business Purposes without the express prior written consent of the Transmitting Party.

V.

The Receiving Party shall not disclose the Confidential Information to any third party without the prior written consent of the Transmitting Party.

The Receiving Party shall only be permitted to disclose the Confidential Information of the other Party to its employees, employees of affiliated companies, external consultants and subcontractors, and only to those persons who need access to the Confidential Information in connection with the Business Purpose and this Agreement. All persons with access to the Confidential Information shall be aware of this Agreement and its contents, and the Receiving Party shall ensure that third parties undertake to protect the Confidential Information in a manner and on terms that are reasonably similar to, and no less stringent than, those set out in this Agreement. Upon request by the Transmitting Party, the Receiving Party undertakes to provide appropriate evidence that all persons to whom the Confidential Information of the Transmitting Party has been disclosed are in compliance with the agreements set out in this Agreement.

VI.

For the purposes of this Agreement, Confidential Information shall not be deemed to be information for which the Receiving Party can prove:

- a) that it was known to the Receiving Party or was publicly available prior to their receipt by the Transmitting Party, without a breach of confidentiality,
- b) that it is or becomes publicly available without any act or omission constituting a breach of this Agreement,
- c) that they were received by the Receiving Party from a third party who, to the Receiving Party's knowledge, has no obligation to keep such information confidential,
- d) that they were independently developed by the Receiving Party without the use of the Confidential Information,
- e) that they must be disclosed pursuant to a decision of a court or other public authority in accordance with the regulations. In such cases, the Receiving Party shall notify the Counterparty prior to disclosing such information and shall take all reasonable steps to limit the disclosure to the minimum extent necessary, to ensure that such information is treated confidentially and to allow the Transmitting Party to participate in the proceedings.

██████████ is aware that ELES, d.o.o. is an obliged person under the Public Information Access Act and that this Agreement or its constituent parts or the Confidential Information may be subject to publication or disclosure in accordance with point e) of the first paragraph of this Article.

Upon a written request of the Transmitting Party, which may be made at any time, and including upon the termination of this Agreement or the termination of the Business Purpose (whichever is earlier), the Receiving Party undertakes to: a) cease using the Confidential Information; b) promptly, but in any event within 7 Business Days, return or destroy, as the Transmitting Party may so request, any Confidential Information provided and any copies of the Confidential Information in its possession; and c) provide the Transmitting Party with a written statement that it has not knowingly retained in its possession or under its control, directly or indirectly, any Confidential Information or any copy thereof. The requirement of point b) of the preceding sentence shall not apply to Confidential Information that is stored pursuant to the requirements of regulations, legislation or *bona-fide* existing internal compliance procedures of the Receiving Party, and that continues to be treated confidentially and in accordance with the requirements and conditions set out in the Agreement, even after the termination of the Agreement.

VII.

The Parties warrant that they have full and proper authority to enter into this Agreement and that they are duly constituted in accordance with the laws of the country in which they are incorporated or resident. The Transmitting Party warrants that it has the right to disclose in accordance with this Agreement and that by disclosing the

Confidential Information, it is not in breach of any regulation or other agreement with third parties. Neither Party gives any additional warranties, express or implied, to the other Party under this Agreement. The Transmitting Party shall not be liable to the Receiving Party for any damages, losses, costs or expenses of any nature whatsoever (including but not limited to: direct or indirect loss or damage and civil, criminal or special damages) arising from or in connection with the use of or reliance on the Confidential Information by the Receiving Party. All Confidential Information is disclosed "as is" and the Transmitting Party makes no representation that it is fit for any particular purpose or use.

VIII.

If the Receiving Party intentionally or negligently makes any unauthorised disclosure of the Transmitting Party's Confidential Information obtained pursuant to this Agreement or in pursuance of the agreed Business Purpose, or if it breaches its obligations under this Agreement, the Receiving Party shall be liable to pay to the Transmitting Party, on first demand, a contractual penalty in the amount of **EUR 5,000.00** (in words: five thousand euros 00 cents) for each individual unauthorised disclosure or breach of contractual obligations. The contractual penalty shall be without prejudice to the request of the Transmitting Party to receive full compensation for damages arising from the unauthorised disclosure or breach of obligations under the Agreement, provided that such compensation exceeds the amount of the contractual penalty.

IX.

Neither Party has acquired any rights of use by signing this Agreement, whether for advertising, publicity or other marketing activities, in respect of the other Party's name, trademarks or other marks.

X.

This Agreement shall be governed by and construed in accordance with the law of the Republic of Slovenia.

The Parties agree to resolve any disputes arising out of this Agreement amicably. If the Parties are unable to reach an agreement, the competent court in Ljubljana shall settle any disputes.

XI.

If one or more provisions of this Agreement become invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and the invalid, illegal or unenforceable provisions shall be construed as not having formed part of the Agreement and the Agreement shall be enforced to the fullest extent possible in accordance with its original terms and intent.

Neither Party to this Agreement may assign this Agreement in whole or any of its rights hereunder to a third party without the prior written consent of the other Party.

The inability of either Party to enforce any of the other Party's obligations under this Agreement shall not be deemed to be a waiver of the right to enforce such performance or any other provision of this Agreement.

This Agreement contains all agreements between the Parties relating to the subject matter hereof and supersedes all prior agreements between the Parties, oral or written, relating to the subject matter hereof. This Agreement may only be amended by a written agreement signed by the persons authorised to act on behalf of the Parties.

All notices, requests or other communications relating to this Agreement shall be in writing and shall be delivered personally or sent by registered post, return receipt requested, addressed to the Party at the address set out in the header of this Agreement or at an address notified by the Party.

XII.

The Parties agree on the following contact persons:

Contact person at ELES, d.o.o.:

Contact person at _____:

Mobile phone no.: _____

Mobile phone no.: _____

Telephone: _____

Telephone: _____

Email: _____

Email: _____

The above-mentioned representatives of the Parties are authorised to represent each Party in all matters relating to the performance of this Agreement. The Parties' representatives shall cooperate with each other throughout the term of this Agreement and shall provide each other with all the information necessary for the performance of this Agreement.

The Parties shall notify each other in writing of the change of contact persons within three (3) days of the change.

XIII.

This Agreement shall enter into force on the date of signature by both Parties and shall be concluded for an indefinite period.

This Agreement is drafted in two (2) equal copies, of which each Party shall receive one (1) copy.

In Ljubljana, _____
ELES, d.o.o., sistemski operater prenosnega elektroenergetskega omrežja

Managing Director
Mervar Aleksander, MSc

At _____,
Name of the contracting party _____
represented by _____

PERFORMANCE BOND

Performance bond form under the EPGP-758

Header with data regarding the guarantor (insurance company/bank) or SWIFT code

For: **ELES, d.o.o.**, Hajdrihova ulica 2, 1000 Ljubljana, registration no. 5427223000

Date: [•] *(enter date of issuance)*

TYPE OF INSURANCE/BOND: Performance bond

NUMBER OF INSURANCE/BOND: [•] *(enter bond/insurance no.)*

GUARANTOR: [•] *(enter name and address of the insurance company/bank in the place of issue)*

ORDERING ENTITY: [•] *(enter name and address of the entity ordering the insurance/bond, i.e. the tenderer selected in the public procurement procedure)*

BENEFICIARY: ELES, d.o.o., Hajdrihova ulica 2, 1000 Ljubljana, registration no. 5427223000

UNDERLYING TRANSACTION: obligations of the entity ordering the insurance/bond from [•] (title and number of Contract) for [•] at a contract price of [•] EUR concluded on [•] between the party ordering the insurance/bond and the beneficiary, in which the ordering party also undertook to [•]. In accordance with Article [•] of the aforementioned contract the ordering entity is required to present to the beneficiary a performance insurance/bond in the amount of [•]

AMOUNT AND CURRENCY: [•] *(enter the maximum amount numerically and in words, and the currency)*

DOCUMENTS THAT IN ADDITION TO THE DECLARATION MUST BE ATTACHED TO THE REQUEST FOR PAYMENT AND ARE REQUESTED EXPRESSLY IN THE TEXT BELOW: [•] *(none/list document)*

LANGUAGE IN THE REQUIRED DOCUMENTS: Slovene

FORM OF PRESENTATION: in paper format by registered post or any form of express post, or in electronic format via the SWIFT system to the address [•] *(list the SWIFT addresses of the guarantor)*

PLACE OF PRESENTATION: [•] *(the guarantor enters the address of the branch where the presentation of paper documents takes place or the e-mail for presentation in electronic format, such as the guarantor's SWIFT address. If the place of presentation is not specified in this column, the presentation is carried out in the place where the guarantor issued the bond.)*

DATE OF VALIDITY: [•] *(enter date of bond maturity)*

PARTY OBLIGED TO PAY THE COSTS: *(enter name of the entity ordering the insurance/bond, i.e. the tenderer selected in the public procurement procedure)*

We, as a guarantor irrevocably undertake by way of this insurance/bond to pay the beneficiary any amount up to the sum of the insurance/bond, when the beneficiary presents the relevant request for payment in the aforementioned form of presentation, signed by the authorised signatory (-ies), and together with the other documents, if listed above, and in any case with the beneficiary's statement that is either included in the wording of the request for payment or as a separate signed document that is attached to the request for payment or refers to it, and in which it is explained how the party ordering the insurance/bond failed to fulfil its obligations from the underlying transaction.

Any request for payment under this bond must be received on the validity date of the insurance/bond or before that date in the place of presentation stated above.

Any disputes arising from this insurance/bond shall be resolved by the court in Ljubljana with subject-matter jurisdiction under Slovenian law.

The Uniform Rules for Demand Guarantees (EPGP), 2010 revision, issued by the ICC publication no. 758, shall apply for this insurance/bond.

guarantor
(stamp and signature)