

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

Date: 14/ 07/ 2026

Tender documents for awarding the contract:

Supply of pipes, pipe elbows and fittings for gas transmission system for the period of four years

by negotiated procedure with the announcement

Contract No.: **P/JN/09/2026/PD-SI**

July 2026

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1. INVITATION AND INSTRUCTIONS TO SUBMIT AN APPLICATION

In accordance with the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15, Official Journal of the European Union, Nos. 307/15, 337/17, Official Gazette of the Republic of Slovenia, Nos. 14/18, 69/19 - decision Constitutional Court, Official Journal of the European Union No. 279/19, Official Gazette of the Republic of Slovenia, No. 49/20 - ZIUZEOP, 80/20 - ZIUOOPE, 152/20 - ZZUOOP, 175/20 - ZIUOPDVE, 15/21 - ZDUOP, 112/21 - ZNUPZ, 206/21 - ZDUPŠOP, 121/21, Official Journal of the European Union, No. 398/21, Official Gazette of the Republic of Slovenia No. 10/22, 74/22 - decision of the Constitutional Court, 100/22 - ZNUZSZS, 141/22 - ZNUNBZ, 158/22 - ZNPOVCE, 28/23, 88/23 - ZOPNN-F, 95/23 - ZIUOPZP, 131/23 - ZORZFS, Official Journal of the European Union, No. 1611/23, Official Gazette of the Republic of Slovenia, No 83/25, Official Journal of the European Union, No 2310/25; hereinafter referred to as ZJN -3), Plinovodi d.o.o. (hereinafter referred to as Contracting Authority) invites the applicants to submit their applications in line with the respective Invitation and Instructions to Submit an Application.

With respect to the main subject-matter of the procurement, the applicant must comply with and take into account all provisions prescribed by the applicable legislation regarding the subject-matter of the procurement.

An economic operator means any natural or legal entity or a group of such entities, including any temporary association of undertakings that offers the execution of works, supply of goods or provision of services in the market or in public procurement procedures.

An applicant means any economic operator that has submitted an application.

2. GENERAL

2.1 Contracting Authority

Company	PLINOVODI, Družba za upravljanje s prenosnim sistemom, d.o.o.
Short company name	PLINOVODI d.o.o.
Company address	Cesta Ljubljanske brigade 11b, P.O. Box 3720, 1001 Ljubljana
Company register number	1954288000
VAT ID number	SI31378285

2.2 The subject-matter of the procurement is the signing of a framework agreement after competition has been reopened between the parties to the framework agreement for the supply of pipes, pipe elbows and fittings for gas transmission system for the period of four years.

The payment deadline shall be 30 days from the official receipt of the invoice.

The application shall apply for at least 120 calendar days from the date specified for the submission of applications.

The guarantee period shall be at least 24 months from the date of a respective delivery.

The applicant's average general annual turnover for 3 business years (2023, 2024, 2025) must be higher than EUR 3,000,000.00.

Requirements for the Guarantee for good and timely performance of contractual obligations or the Guarantee for elimination of faults in guarantee period shall be indicated by the Contracting Authority in individual invitations to submit a tender if the respective insurance is included in an individual procurement based on concluded framework agreements.

2.3 Procurement procedure: The Contracting Authority shall undertake the public procurement by negotiated procedure with the announcement in line with Article 45 of ZJN-3. In the first phase, applicants submit an application in line with the requirements of tender documentation. After examining the applications, the Contracting Authority shall publish a document **"Decision on the recognition of competences"** on the public procurement portal to recognise the competences to applicants who submitted an admissible application (in accordance with Point 29 of the first paragraph of Article 2 of ZJN-3), or to reject the recognition of competences to applicants who have not submitted an admissible application. After the **"Decision on the recognition of competences"** becomes final, the Contracting Authority shall invite the applicants in the second phase to submit a tender form via the e-JN information system (ANNEX 9 of the tender documentation). The applicants shall be required to submit their tender form in accordance with the invitation. After examining the tender documentation, the Contracting Authority shall invite tenderers to negotiations via the e-JN information system. The Contracting Authority shall conduct negotiations through the e-JN information system, namely it shall hold one round of negotiations. Negotiations shall take place under the criteria for concluding the framework agreement. After the completed examination and evaluation of tenders, the Contracting Authority shall publish a document **"Decision on the recognition of competences"**.

Should the Contracting Authority receive only one admissible application/tender in the procedure to award the contract, the respective application/tender will be rejected. In this case, the Contracting Authority shall repeat the procedure to award the contract.

2.4 Deadline and manner for submission of applications: Applicants must submit their applications in the e-JN information system at the web address <https://ejn.gov.si>, in accordance with Point 3 of the Instructions for using the information system to use the e-JN functionality of electronic submission of tenders: TENDERERS (hereinafter referred to as:

Instructions for using the e-JN system), which is a part of this tender documentation and published at the web address <https://ejn.gov.si>.

Before submitting its application, the applicant must register at the web address <https://ejn.gov.si> pursuant to the Instructions for using e-JN. If the applicant is already registered in the e-JN information system, it makes a log-in in the application at the same web address.

The applicant's user authorised to submit applications/tenders in the e-JN information system, submits an application/tender by clicking the "Submit" button. Upon the submission of applications/tenders, the e-JN information system records the identity of the user and time of the submission. By performing the submission of application/tender, the user demonstrates and declares intention to submit a binding application on behalf of the applicant (Article 18 of the Code of Obligations). A submitted application is binding for the time period indicated in the application, unless it is removed or changed by the applicant's user before the expiry of deadline for submission of applications.

An application is deemed submitted in time if the Contracting Authority receives it via the e-JN system <https://ejn.gov.si> no later than the deadline for submission of applications, that is 19/ 08/ 2026 until 9.00 a.m. An application is deemed submitted if it has the status "SUBMITTED" in the e-JN information system.

The applicant is allowed to withdraw or change its application before the deadline for submission of applications. If the applicant withdraws its application in the e-JN information system, the application is deemed not submitted and the Contracting Authority will not see it in the e-JN system. If the applicant changes its application in the e-JN information system, the last submitted application in the system is opened to the Contracting Authority.

After expiry of the relevant submission period, applications cannot be submitted.

Opening of applications shall take place on 19/ 08/ 2026 at 11.00 a.m. Opening of applications shall be conducted automatically in the e-JN information system at the web address <https://ejn.gov.si>.

- 2.5 Applicants may request additional explanations concerning the tender documentation, but no later than 10/ 08/ 2026 until 9.00 a.m. As soon as possible but no later than 12/ 08/ 2026 until 2.00 p.m., the Contracting Authority shall publish a written reply via public procurement portal. The Contracting Authority shall reply only to questions submitted in time.

Only requests for additional explanation submitted to the Contracting Authority via the public procurement portal shall be taken into account. Applicants will not be personally informed on explanations, changes or supplements to the tender documentation. Applicants are responsible to monitor the public procurement portal www.enarocanje.si where the Contracting Authority will publish its replies to questions and additional explanation.

3. CRITERIA

CRITERION FOR CONCLUDING THE FRAMEWORK AGREEMENT

The Contracting Authority shall conclude the framework agreement with a maximum of five (5) tenderers who will submit an admissible tender. If an admissible tender is submitted by more than five (5) tenderers, the Contracting Authority will conclude the framework agreement with the five (5) tenderers who will offer the longest guarantee period and achieve the highest number of points in their tenders in accordance with the weighting provided below. The offered guarantee period shall be taken into account for each delivery upon opening of the competition and shall be considered from the handover of individual goods.

Guarantee period

Under this criterion, the offered guarantee period shall be taken into account. The offered guarantee period shall be at least 24 months from the date of a respective delivery.

A maximum number of points received under this criterion (T) is **100 points**.

Scoring system:

CRITERION	WEIGHTING
Guarantee period $T = (G / G_{\max}) \times \text{weighting}$ G - offered guarantee period G _{max} - the longest offered guarantee period	100

Should the Contracting Authority receive more than 5 (five) admissible tenders and if the last place has two or more tenders with the same number of points, it will conduct a public draw. The Contracting Authority shall inform in writing the tenderers on the date, time and place of the draw. The draw shall be carried out by the Contracting Authority. The Contracting Authority shall conclude the framework agreement with the remaining tenderer(s) who will be drawn first.

CRITERION FOR SELECTING TENDERERS UPON OPENING THE COMPETITION

After concluding the framework agreement, the Contracting Authority shall, in the case the need of a special supply emerges, invite all tenderers with which it has signed the framework agreement based on the respective tender documentation to submit tenders for performing the respective supply. Based on the collected tenders, the Contracting Authority shall award the contract to the tenderer which will, taking into account the Contracting Authority's requirements regarding the quality, content and the way of providing an individual service and all related costs, submit the most economically advantageous tender. Therefore, the Contracting Authority shall conclude agreements with reopening the competition between parties to the framework agreement.

A selection criterion at each opening of the competition shall be the most economically advantageous tender (first paragraph of Article 84 of the Public Procurement Act (ZJN-3)). The most economically advantageous tender is the one with the lowest total value offered. The Contracting Authority shall hold negotiations for each particular case of performing the service.

During the validity of the framework agreement, the Contracting Authority is expected to procure services up to the total value of the framework agreement. By concluding the framework agreement, the Contracting Authority shall not undertake to perform a specific quantity of services as the quantities at the moment of carrying out the public procurement are objectively uncertain.

The Contracting Authority shall invite the tenderer whose tender will be most advantageous according to the criterion to sign the contract under an individual tender.

4. CONDITIONS

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

4.1 The applicant must meet all the requirements listed on page 3 of the tender documentation (2.2 Subject-matter of the Public Procurement).

4.2 With respect to the subject-matter of the procurement, the applicant must be registered or meet the conditions for the performance of activity that is subject-matter of the public procurement (ANNEX 1).

In performing public procurements, the applicant must comply with all applicable obligations in the field of environmental, social and labour law that are laid down in the law of the European Union, regulations applicable in the Republic of Slovenia, collective agreements or regulations of international environmental, social and labour law.

The applicant must meet the conditions laid down in:

- Paragraph 1 of Article 75 of ZJN -3,
- Paragraph 2 of Article 75 of ZJN -3,
- Paragraph 4 of Article 75 of ZJN -3,
- Point b of Paragraph 6 of Article 75 of ZJN -3,
- Point c of Paragraph 6 of Article 75 of ZJN -3 and
- Point f of Paragraph 6 of Article 75 of ZJN -3.

Evidence:

- The applicant must complete and sign the statement indicating that it meets the required conditions and submit a completed ESPD form for all economic operators indicated in the application. The ESPD form must be also available on the website of the Contracting Authority under the respective publication of the invitation to tender.

4.3 In accordance with Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11 - official consolidated text, 158/20, 3/22 - ZDeb, 16/23 - ZZPri; hereinafter: ZIntPK), the applicant must submit a declaration or data on the participation of natural and legal entities in the applicant's ownership, including the participation of silent partners, and on the economic operators deemed to be related companies of the applicant according to the provisions of the act governing companies. The Contracting Authority must submit a declaration or data to the Commission for the Prevention of Corruption at its request. If the applicant submits a false declaration or false information regarding the stated facts, this results in the nullity of the contract. The applicant must submit a declaration showing that it is not associated with an official or a family member of the official in a way stipulated in the first paragraph of Article 35 of the Integrity and Prevention of Corruption Act (ZintPK). (ANNEX 2)

Evidence:

- Qualifying declaration given under criminal and material liability.

4.4 Technical conditions and references:

4.4.1 Upon each opening of competition, the applicant shall, based on the framework agreement, submit a tender for goods that shall comply with the applicable technical regulations and European standards. With an individual supply, the internal technical guidelines of the Contracting Authority shall be taken into account together with recommendations for "H2 ready" pipes, pipe elbows and fittings. Upon each opening of the competition, the Contracting Authority shall specify technical specifications for pipes, pipe elbows and fittings suitable also for hydrogen transmission ("H2 ready"). (ANNEX 3)

Evidence:

- Qualifying declaration given under criminal and material liability.

- 4.4.2 The applicant must have in the period of the last 5 (five) years before the date of publication of the public procurement on the public procurement portal successfully completed references in the field of supply of at least 5,000.00 (five thousand) metres of pipes with DN 150 dimension or larger. The supplied pipes from the required reference condition should have been suitable for transmitting hydrogen ("H2 READY") in a ratio from 0% to 100% of the respective medium. (ANNEX 4)

Evidence:

- Qualifying declaration given under criminal and material liability on meeting the respective condition including the indication of the Contracting Authority, diameter of supplied pipes, length of supplied pipes and date of pipe supply.

NOTE: The reference referred to in this Point, which had to be completed, must be demonstrated by the economic operator (applicant or leading partner or a partner in the joint application or subcontractor) taking over these services (supply of pipes) in the application or respective order, which shall be indicated in the provided evidence if several economic operators participate in the application (e.g. from ANNEX 5 (subcontractors)) and/or ANNEX 6 (legal act on the joint performance of the procurement).

- 4.5 The applicant may subcontract a part of the procurement. An application with subcontractors is the application where the applicant participates in the procurement with subcontractors. A subcontractor is an entity that will perform services directly related with the subject-matter of the public procurement for the contractor, who will sign a contract for the performance of the public procurement with the Contracting Authority. The applicant/tenderer shall be fully responsible for the performance of the taken procurement and for the work of subcontractors regardless of their number.

If the applicant uses capacities of subcontractors to meet the conditions laid down in the tender documentation, the applicant must:

- List the names of subcontractors and their capacities to be used to meet the conditions under the tender documentation,
- Provide contact data and legal representatives of the proposed subcontractors,
- Submit a requirement of the subcontractor for direct payment at the subcontractor's request.
- Submit completed ESPD forms of the respective subcontractors in accordance with Article 79 of the Public Procurement Act (ZJN-3).

During the performance of the public procurement, the main contractor is obliged to notify the Contracting Authority on any changes regarding the information referred to in the previous paragraph and send information on new subcontractors which the main contractor intends to subsequently include in the performance, namely no later than five days after the change. If new subcontractors are included, in addition to the notification, the main contractor must also submit the data and documents from all four indents of the previous paragraph.

The Contracting Authority shall reject any subcontractor if there exist reasons for its elimination provided in Point 4.2 and Point 4.3 of this tender documentation. The Contracting Authority may reject a proposal on the replacement of a subcontractor or the inclusion of a new subcontractor also if this could have an impact on the smooth performance of finalisation of works or if a new subcontractor fails to meet the conditions placed by the Contracting Authority in the documentation regarding the contract awarding procedure. In the event of the rejection of a new subcontractor, the Contracting Authority must notify the main contractor no later than ten days following the receipt of the proposal.

If a subcontractor requests a direct payment, it is deemed that the direct payment to the subcontractor is mandatory in accordance with the Public Procurement Act (ZJN-3) and the obligation binds the Contracting Authority and the main contractor.

If the main contractor intends to perform the public procurement with a subcontractor demanding a direct payment:

- The main contractor must authorise the Contracting Authority in the contract to pay directly to the subcontractor based on the confirmed invoice or a situation confirmed by the main contractor,
- A subcontractor must submit a consent on the basis of which the Contracting Authority, instead of the tenderer, settles the subcontractor's claim towards the tenderer,
- The main contractor must submit with its invoice or situation an invoice or situation of the subcontractor which it has confirmed beforehand.

The applicant must fill in and sign a declaration if it intends to use subcontractors to meet the conditions under the tender documentation. (ANNEX 5)

Note: The applicant that will not engage subcontractors to meet the conditions under the tender documentation is not required to submit ANNEX 5 as a part of tender documentation.

Upon each opening of the competition, the Contracting Authority shall provide contractors having signed the framework agreement with the Contracting Authority to list the subcontractors for each individual contract.

- 4.6 If a group of tenderers submits a joint (partnership) application, the group of contractors must also submit a legal act on the joint performance of the procurement (ANNEX 6), which defines the responsibility of individual partners for the performance of the procurement and appoints the leading partner to represent all joint tenderers before the Contracting Authority. Joint applicants shall have unlimited joint and several liability for obligations under the awarded procurement.

Legal entities shall list the names of persons to be responsible for the implementation of the respective plan. In the act on joint performance, one of the partners shall be appointed a responsible partner for works. The responsible partner for works shall be authorised for the take-over and transfer of instructions for and on behalf of each individual partner and for all partners in the combined entity and for the coordination of the performance of works under the Contract including payments. A scanned image of the act on the joint performance of the procurement (agreement or contract) agreed between the partners must be submitted together with the tender documentation.

The legal act must contain at least the list of all partners in the group (name and address of the partner, legal representative, registration number, tax ID number, number of current account), authorisation of the leading partner in the group, joint and several and liability of all partners in the group towards the Contracting Authority, the field of work taken over by each partner in the group, the way of payment through the leading partner in the group or each of the partners in the group, provisions in the event of a withdrawal of any partner in the group, settlement of disputes between the partners in the group, any other rights and obligations between the partners in the group and the time limit of the legal act.

Each applicant from the group of applicants must individually meet the conditions referred to in Point 4.2. and Point 4.3 of the respective tender documentation, while other conditions can be met by applicants jointly.

Note: The applicant that will not submit a joint tender is not required to submit ANNEX 6 as a part of tender documentation.

- 4.7 The applicant must submit a signed statement on the acceptance of the conditions of the tender documentation. **(ANNEX 7)**
- 4.8 The applicant must sign the model framework agreement. **(ANNEX 8)**
- 4.9 **In the second phase (after the recognition of competences), the applicant must complete and sign the tender form (ANNEX 9).**

5. MISCELLANEOUS

- 5.1 Before the deadline for submitting applications/tenders, the Contracting Authority may suspend the public procurement procedure. The Contracting Authority may reject all applications/tenders at all levels of the procedure after the expiry of the deadline for opening applications/tenders. If the Contracting Authority has rejected all applications/tenders, it shall notify applicants/tenderers of the reasons for the decision and/or start a new procedure. The Contracting Authority may suspend the procedure to award public procurement or reject all applications/tenders without any liability for damages towards applicants/tenderers. The cost for drawing up and submitting the application/tender shall be borne by the applicant/tenderer. The Contracting Authority reserves the right to change the scope of the procurement according to the available financial assets.
- 5.2 Until a decision with the aim of remedying an illegality becomes final, the Contracting Authority may change its decision on its own after establishing factual basis beforehand, and take a new decision to replace the foregoing. The Contracting Authority may change its decision after it receives a request for legal protection only if the Contracting Authority decided in an application for review before the change of this decision. In this case, the new decision must be in line with the decision on the application for review.
- 5.3 After awarding the public contract, the Contracting Authority shall sign a framework agreement on the performance of public procurement with the selected applicant(s)/tenderer(s) no later than 48 day following the finality of the decision. After the finality of the decision to award the public contract, the Contracting Authority may withdraw from the performance of the public procurement until the conclusion of the framework agreement on the performance of the public procurement based on justified reasons that it does not need the subject-matter of the public procurement any more or that it has no assets provided for the respective public procurement or there is reasonable grounds with the Contracting Authority that the content of the framework agreement was or could be a result of committed crime or there emerged other extraordinary circumstances beyond the Contracting Authority's control or which could not be foreseen by the Contracting Authority, and due to which the performance of the public procurement has become impossible. If the Contracting Authority withdraws from the performance of the public procurement, it does not conclude a framework agreement on the performance of the public procurement with the selected applicant(s)/tenderer(s), and notifies the applicants/tenderers in writing on its decision and the reasons of withdrawal.
- 5.4 Other provisions of tender documentation shall be included in the model framework agreement. By signing the model framework agreement, the applicant declares to agree with its provisions.
- 5.5 The application must be submitted in Slovenian or English. The whole procedure to award public contract shall be in Slovenian or English.
- 5.6 The applicants that are shared confidential information in their participation in the procedure or the implementation of contractual obligations must provide protection of such information in line with regulations. The applicant may mark documents as confidential information if they contain personal data which is not included in any public register or otherwise publicly accessible, and business data designated as confidential under the regulations or internal acts of the applicant. The Contracting Authority shall ensure the protection of data that is considered personal or confidential data according to the provisions of the act governing personal data protection and protection of classified information.
- Irrespective of the provision in the previous paragraph, the public data is specifications of offered goods, services or construction and the quantity from this specifications, price per unit, value of individual item and total value from the offer, and all the data that has an impact on the ranking of the tender within the scope of other criteria.
- 5.7 If the information or documentation that applicants are obliged to submit are or seem incomplete or false, or if individual documents are not provided, the Contracting Authority may require in line with Article 89 of ZNJ-3 that the applicants submit missing documents or complete, correct or explain relevant information and documentation in an appropriate period, provided that such requirement is completely compliant with the principles of equal treatment and transparency.

The Contracting Authority shall require the applicant to complete, correct, change or explain its applications and tenders only if the Contracting Authority cannot examine a certain fact by itself.

The submission of a missing documents or completion, correction or explanation of information or documentation can refer exclusively to such elements the existence of which can be objectively verified before the expiry date specified for the submission of an application or a tender. If the applicant fails to submit a missing document or fails to complete, correct or explain the relevant information or documentation, the Contracting Authority must exclude the applicant. The Contracting Authority can overlook obvious or immaterial errors.

Every applicant's/tenderer's attempt to influence the Contracting Authority examination of applications and tenders, or decision on the selection shall result in the rejection of the respective application and tender. The same applies for any attempts to influence the commission's work and decisions.

Every applicant's/tenderer's attempt to influence the Contracting Authority examination of applications and tenders, or decision on the selection shall result in the rejection of the respective application/tender. The same applies for any attempts to influence the commission's work and decisions.

- 5.8 The framework agreement where a subject or an entity on behalf of or for the account of other party promises, offers or provides any undue advantage to the Contracting Authority or its employees having a decisive impact on the selection of the contract to obtain or sign the contract under more favourable conditions; or for the omission of due supervision over the implementation of obligations under the framework agreement, or for any other act or omission causing damage to the Contracting Authority or its employees, other party or its representative, agent or intermediary shall be deemed null and void.
- 5.9 Legal protection of applicants, the Contracting Authority and public interest in the procedure to award the respective public contract shall be governed in accordance with the Legal Protection in Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia, Nos. 43/11, 60/11 - ZTP-D, 63/13, 90/14 - ZDU-1L, 95/14 - ZIPRS1415-C, 96/15 - ZIPRS1617, 80/16 - ZIPRS1718, 60/17, 72/19, 95/23; hereinafter: ZPVPJN).
- The application for review may be lodged by any person who has or has had interest to award the public contract and who suffered or could have suffered, through an alleged infringement, damages, and the representative of the public interest.
- Except in the case referred to in Article 25(4) of ZPVPJN, the application for review referring to the content of the announcement and/or tender documentation, shall be lodged in ten working days of the day of the announcement of the notification on the public procurement, but not after the expiry of the deadline to receive applications. After the decision to award the public procurement, the deadline to lodge an application for review shall be eight working days from the receipt of the decision. The application for review shall be lodged through the eRevizija portal.
- 5.10 The Contracting Authority shall carry out the public procurement as to be based on the principle of the free movement of goods, principle of the freedom of establishment, principle of free movement of services stemming from the Treaty on the Functioning of the European Union, and on the principles of economy, efficiency and effectiveness, provision of competition between applicants/tenderers, transparency of public procurement, equal treatment of applicants/tenderers and the principle of proportionality.

Ljubljana, on 14/ 07/ 2026

Contracting Authority
PLINOVODI d.o.o.

Managing Director
Matija Bitenc, MA

Member of Management
Aleš Gruden

with the authorisation of
Authorised person of the Legal Office
Alenka Prinčič Artač

ANNEX 1

DECLARATION OF ELIGIBILITY

We hereby declare under criminal and material liability that we are duly registered and meet the conditions to perform the activity that is the subject-matter of the public procurement.

We hereby declare under criminal and material liability, that in performing public procurement, we will comply with all applicable obligations in the field of environmental, social and labour law that are laid down in the law of the European Union, regulations applicable in the Republic of Slovenia, collective agreements or regulations of international environmental, social and labour law.

At the same time, we attach a completed ESPD form. The ESPD form is an official statement of an economic operator indicating that there exist no reasons for the economic operator to be excluded and that it meets the conditions for participation and at the same time provides relevant information required by the Contracting Authority. The ESPD form also includes an official statement that the economic operator will be able to present evidence, at the request and without any undue delay, that prove the absence of reasons for the exclusion or provide reasons of meeting the conditions for participation.

The indications in ESPD and/or evidence submitted by the economic operator must be valid.

The economic operator shall import the Contracting Authority's ESPD form (XML file) via the link: <https://ejn.gov.si/espd> and insert the required data directly.

In the case of a partnership application and/or an application with subcontractors, ANNEX 1 of the Tender documentation must be completed, signed and attached and the ESPD form completed for each partner or subcontractor.

In _____, on _____

(signature of the economic operator)

ANNEX 2

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

The applicant must submit a declaration or data on the participation of natural and legal entities in the applicant's ownership, including the participation of silent partners, and on the economic operators deemed to be related companies of the applicant according to the provisions of the act governing companies.

We hereby declare that the following legal persons participate in the ownership of the applicant, including the participation of silent partners:

No.	Name	Registered office	Ownership share in %
1.			
2.			
3.			
4.			
....			

We hereby declare that the following natural persons participate in the ownership of the applicant, including the participation of silent partners:

No.	Name and surname	Address of permanent residence	Ownership share in %
1.			
2.			
3.			
4.			
...			

In accordance with the provisions of the act governing companies, we hereby declare that related companies of the applicant are the following economic operators:

No.	Name	Registered office	Company ID No.
1.			
2.			
3.			
4.			
....			

In the case of a joint (partnership) application and/or an application with subcontractors, ANNEX 2 of the Tender documentation must be completed, signed and attached for each partner or subcontractor.

By signing this declaration, we hereby declare under criminal and material liability that the entire ownership structure does not include any other natural and legal persons and silent partners, and economic operators that are deemed related companies in accordance with the provisions of the act governing companies.

By signing this declaration, we hereby declare under criminal and material liability that no situation has arisen, governed by the provision of Article 35 of ZIntPK, i.e. that the applicant or economic operator is not associated with an official and is not associated with a family member of the official in a way specified in Article 35(1) of ZIntPK.

In _____, on _____

(signature of the economic operator)

ANNEX 3

DECLARATION OF ELIGIBILITY

Upon each opening of competition, we hereby declare, based on the framework agreement, that we will submit a tender for goods that shall comply with the applicable technical regulations and European standards.

With an individual supply, the internal technical guidelines of the Contracting Authority shall be taken into account together with recommendations for “H2 ready” pipes, pipe elbows and fittings. Upon each opening of the competition, the Contracting Authority shall specify technical specifications for pipes, pipe elbows and fittings suitable also for hydrogen transmission (“H2 ready”).

In _____, on _____

(signature of the economic operator)

ANNEX 4

REFERENCES

We hereby declare under criminal and material liability that we have in the period of the last 5 (five) years before the date of publication of the public procurement on the public procurement portal successfully completed references in the field of supply of at least 5,000.00 (five thousand) metres of pipes with DN 150 dimension or larger. The supplied pipes from the required reference condition are suitable for transmitting hydrogen ("H2 READY") in a ratio from 0% to 100% of the respective medium.

In the recent five-year period before the public procurement is published on the public procurement portal, the applicant must not have claims by the Contracting Authority in the amount of over 5% of the contract value for the completed reference work in the guarantee period.

The applicant must indicate the required references in the table:

Seq. no.	Name of the Contracting Authority	Diameter of the pipes supplied in DN	Length of the pipes supplied in metres	Date of pipe supply
1.				
2.				
3.				
4.				
5.				

Should the Contracting Authority subsequently request the submission of evidence regarding this declaration, the economic operator or applicant agrees with its signature to subsequently submit the required evidence.

In _____, on _____

(signature of the economic operator)

ANNEX 5

STATEMENT ON SUBCONTRACTORS

If the applicant uses capacities of subcontractors to meet the conditions laid down in the tender documentation, the applicant must:

- List all subcontractors and each part of public procurement intended for subcontracting,
- Provide contact data and legal representatives of the proposed subcontractors,
- Submit a requirement of a subcontractor for direct payment at the subcontractor's request,
- Submit completed ESPD forms of the respective subcontractors in accordance with Article 79 of the Public Procurement Act (ZJN-3).

Each subcontractor must individually meet the conditions referred to in Point 4.2 and Point 4.3 of the respective Tender documentation, while other conditions can be met by applicants jointly.

Note: An applicant that will not engage subcontractors to meet the conditions under the tender documentation is not required to submit ANNEX 5 as a part of tender documentation.

In the table below, the applicant must list its subcontractors for joint meeting of conditions laid down in the tender documentation and fill in all the data required:

Name of subcontractor	
Full address	
Phone no.	
E-mail	
Legal representative	
Current account	
In accordance with the provision of the fifth paragraph of Article 94 of ZJN-3, a direct payment from the Contracting Authority is required (please circle)	YES NO
The applicant shall fill in the relevant section if it uses the capacity of a subcontractor to meet the conditions of the tender documentation; namely, the subcontractor's capacities used by the applicant to meet the said conditions must be indicated.	

In _____, on _____

(Applicant's signature)

In _____, on _____

(Subcontractor's signature)

ANNEX 6

LEGAL ACT ON THE JOINT PERFORMANCE OF THE PROCUREMENT

If a group of applicants submits a joint (partnership) application, the group of contractors must also submit a legal act on the joint performance of the procurement, which defines the responsibility of individual partners for the performance of the procurement and appoints the leading partner to represent all joint applicants before the Contracting Authority. Joint applicants shall have unlimited joint and several liability for obligations under the awarded procurement.

Legal entities shall list the names of persons to be responsible for the implementation of the respective plan. In the act on joint performance, one of the partners shall be appointed a responsible partner for works. The responsible partner for works shall be authorised for the take-over and transfer of instructions for and on behalf of each individual partner and for all partners in the combined entity, and for the coordination of the performance of works under the Contract including payments. A copy of the act on the joint performance of the procurement (agreement or contract) agreed between the partners must be submitted together with the tender documentation.

The legal act must contain at least the list of all partners in the group (name and address of the partner, legal representative, registration number, tax ID number, number of current account), authorisation of the leading partner in the group, joint and several and liability of all partners in the group towards the Contracting Authority, the field of work taken over by each partner in the group, the way of payment through the leading partner in the group or each of the partners in the group, provisions in the event of a withdrawal of any partner in the group, settlement of disputes between the partners in the group, any other rights and obligations between the partners in the group and the time limit of the legal act.

Each applicant from the group of applicants must individually meet the conditions referred to in Point 4.2. And Point 4.3 of the respective tender documentation, while other conditions can be met by applicants jointly.

Note: An applicant that will not submit a joint application is not required to submit ANNEX 6 as a part of tender documentation.

In _____, on _____

(Applicant's signature)

ANNEX 7

DECLARATION ON THE ACCEPTANCE OF THE CONDITIONS OF THE TENDER DOCUMENTATION

We hereby declare that by submitting the application we confirm:

- That we fully accept the conditions of the Contracting Authority stated in this tender documentation without any restrictions;
- That the application applies for at least 120 calendar days from the date specified for the submission of applications;
- That, upon drawing up the application, we have reviewed all tender documentation available;
- That we are fully aware of the scope and complexity of the procurement contract;
- That we will not assert any claim for damages against the Contracting Authority in the event we are not selected to perform the public procurement;
- That we have taken into account all obligations towards our subcontractors in the preparation of the application;
- That we have provided only true and credible statements and declarations

for submitting a contract according to procedure to award the contract to supply pipes, pipe elbows and fittings for gas transmission system for the period of four years, No. P/JN/09/2026/PD-SI, and meet all conditions stated in the tender documentation under which we submit our application. We hereby agree that these conditions shall be an integral part of the framework agreement which cannot contradict these conditions.

We hereby declare under criminal and material liability that we are familiarised with and accept in full the fact that the Contracting Authority, based on Article 1h(1) of the Council (CFSP), No. 2022/578 of 8 April 2022 amending the Decision 2014/512/CFSP concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, shall eliminate from the public procurement procedure an applicant and/or partner if it is proven that the applicant/partner:

- Is a Russian citizen or natural or legal person, entity or body with its registered office in Russia;
- Is a legal person, entity or body with over 50% share in direct or indirect ownership of the entity referred to in the previous indent; or
- Is a natural or legal person, entity or body operating in the name of or under the instructions of entities referred to in the previous two indents.

As stated in the indents of the previous paragraph, this also applies for a subcontractor or entity, on whose capacity the applicant refers to, if the value of its services or deliveries is over 10% of the contract value.

In _____, on _____

(Applicant's signature)

ANNEX 8

The applicant must sign the model framework agreement attached, thereby confirming that it agrees with the model framework agreement!

MODEL FRAMEWORK AGREEMENT

FRAMEWORK AGREEMENT No. _____

Supply of pipes and fittings for gas transmission system for the period of four years
concluded between:

Contracting Authority:

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

Represented by the General Director:
Matija Bitenc, MA

and

Member of Management:
Aleš Gruden

VAT ID no. : SI31378285
Registration number: 1954288000
Transaction account number: SI56 0292 3025 4424 156
opened with NLB d.d. bank

and

CONTRACTOR:

represented by the director:

VAT ID no. :

registration number:

transaction account number:

opened with the bank:

I. INTRODUCTORY PROVISIONS

Article 1

The parties to the framework agreement initially establish that they conclude the respective framework agreement on the basis of the concluded procedure to award the contract to supply pipes, pipe elbows and fittings for gas transmission system for the period of four years, No. P/JN/09/2026/PD-SI, where the Contracting Authority has selected a contractor to carry out the subject-matter of this framework agreement on the basis of the conditions and criteria laid down in the tender documentation of _____ and on the basis of the contractor's tender No. _____ of _____.

II. SUBJECT-MATTER AND SCOPE OF THE FRAMEWORK AGREEMENT

Article 2

The subject-matter of the procurement is the supply of pipes, pipe elbows and fittings for gas transmission system for the period of four years.

The framework agreement is concluded on the basis of the Contractor's tender No. _____ of _____.

The Contracting Authority has concluded framework agreements with all contractors that were selected to conclude the framework agreement in accordance with the terms and criteria referred to in the tender documentation.

The parties to the framework agreement agree that the subject-matter of the respective framework agreement is a commitment of the Contractor to perform the procured services on the basis of submitted tenders to an individual call by the Contracting Authority if the Contractor is the most favourable tenderer in an individual case.

The Contracting Authority shall send invitations to submit a tender to tenderers via the e-JN portal. In each invitation to submit a tender, the Contracting Authority shall define the requirements for the specific case of performing the service.

Under this agreement, the Contracting Authority undertakes to award individual services that are subject-matter of this agreement on the basis of operating conditions agreed by this framework agreement based on received tenders and coordination with each contractor only to one contractor under this framework agreement. The Contracting Authority is expected to conduct negotiations or invite tenderers to improve the tender for each specific case of performing the service.

If there is no longer the need to carry out the services under this agreement or if there is a change in the business plan or if no contractor has been selected to carry out an individual service, the Contracting Authority may withdraw from the contract under this agreement.

The Contracting Authority may terminate this framework agreement in 30 days through a notice and without any obligations or any claim related to the damage or loss of profit incurred.

The contractor awarded with an individual contract under this agreement undertakes to perform the contract in accordance with the applicable legislation, regulations, standards, current practice and to take into account all general and special conditions defined by the Contracting Authority upon awarding the contract.

In the event of breaching this provision, the Contracting Authority may immediately cancel the awarded contract, and the contractor is ineligible to any payments in this regard and explicitly waives any payment.

Before handing over a specific service that is subject-matter to the framework agreement, the contractor shall coordinate with the Contracting Authority all key elements of the contract and based on the respective coordination set the final price. The agreed price is final and fixed and includes all necessary costs and charges.

III. PROVISIONS ON SUBCONTRACTING

Article 3

If the contractor performs the procurement with subcontractors, it undertakes to:

- During the performance of the public procurement, notify the Contracting Authority on any changes regarding the subcontractors and send information on new subcontractors that the contractor intends to subsequently include in the performance, namely no later than five days after the change;
- In the event of the inclusion of new subcontractors, together with a notification to the Contracting Authority, also submit data and documents referred to in Article 94(2) of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15, Official Journal of the European Union, Nos. 307/15, 337/17, Official Gazette of the Republic of Slovenia, Nos. 14/18, 69/19 - decision Constitutional Court, Official Journal of the European Union No. 279/19, Official Gazette of the Republic of Slovenia, No. 49/20 - ZIUZEOP, 80/20 - ZIUOOPE, 152/20 - ZZUOOP, 175/20 - ZIUOPDVE, 15/21 - ZDUOP, 112/21 - ZNUPZ, 206/21 - ZDUPŠOP, 121/21, Official Journal of the European Union, No. 398/21, Official Gazette of the Republic of Slovenia No. 10/22, 74/22 - decision of the Constitutional

Court, 100/22 - ZNUZSZS, 141/22 - ZNUNBZ, 158/22 - ZNPOVCE, 28/23, 88/23 - ZOPNN-F, 95/23 - ZIUOPZP, 131/23 - ZORZFS, Official Journal of the European Union, No. 1611/23, Official Gazette of the Republic of Slovenia, No 83/25, Official Journal of the European Union, No 2310/25; hereinafter referred to as ZJN-3) for each new subcontractor;

- If the direct payment to a subcontractor is not mandatory, the contractor shall send its written statement or a written statement of the subcontractor no later than 60 days following the payment of the final invoice, stating that the subcontractor received the payment for the performed services directly related with the subject-matter of the public procurement;
- If the public procurement is performed with a subcontractor that requires a direct payment, the contractor shall authorise the Contracting Authority in the Contract to directly pay the subcontractor based on the invoice or situation confirmed by the contractor,
- If the public procurement is performed with a subcontractor that requires a direct payment, the contractor shall ensure that the subcontractor has provided a consent, on the basis of which the Contracting Authority, instead of the contractor, settles the subcontractor's claim towards the contractor,
- If the public procurement is performed with a subcontractor that requires a direct payment, the contractor shall attach a confirmed invoice or situation of the subcontractor with its invoice or situation.

IV. ANTI-CORRUPTION CLAUSE

Article 4

In accordance with Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11 - official consolidated text, 158/20, 3/22 - ZDeb, 16/23 - ZZPri; hereinafter: ZIntPK), any framework agreement where a subject or an entity on behalf of or for the account of other Party to the framework agreement promises, offers or provides any undue advantage to the Contracting Authority or its employees having a decisive impact on the selection of the contractor to:

- Acquire business; or
- Conclude a business under more favourable conditions; or
- Omit due control of fulfilling obligations from the framework agreement; or
- Perform other acts or omissions by which the Contracting Authority suffers damage or the Contracting Authority or its employees, other Party to the framework agreement or its representative, agent or intermediary is able to obtain an undue advantage;

shall be deemed null and void.

V. HUMAN RIGHTS CLAUSE

Article 5

During the term of the contractual relationship, the parties to the framework agreement undertake to respect human rights and fundamental freedoms that apply to the parties to the framework agreement and their subcontractors during the signing of the framework agreement, where the minimum scope of human rights and fundamental freedoms to be respected in accordance with the objectives and principles of the United Nations is laid down in the Universal Declaration of Human Rights and the Convention on the Rights of the Child adopted and announced by the UN General Assembly, and in the Declaration on Fundamental Principles and Rights at Work. The parties to the framework agreement also undertake to comply with the requirements of the environmental acquis in all countries they operate.

If it is established through a final decision by a court of other body that the other Party breached the commitments referred to in the previous paragraph, the non-offending Party may unilaterally terminate the concluded framework agreement due to a serious breach of contractual obligations without any liability for damages caused to the offending Party. The offending Party is obliged to reimburse the non-offending Party all damage and incurred costs resulting from the breach of undertaking by the offending Party.

VI. VALUE OF THE WORK UNDER THE FRAMEWORK AGREEMENT

Article 6

In accordance with Point 3 of the tender documentation, the Contracting Authority concluded ____ (To be filled in by the Contracting Authority) framework agreements with the maximum total value of the respective contract for the four-year period of **EUR 9,600,000.00** exlc. VAT (in words: **ninemillionsixhundredthousand EUR 00/100**). The price does not include VAT, which is paid separately.

The Contracting Authority reserves the right not to award the works up to the total value of the framework agreement.

VII. CALCULATION OF WORKS

Article 7

The precise payments shall be indicated in individual contracts concluded on the basis of individual invitations to submit a tender.

The Contracting Authority shall pay the work under the framework agreement on the basis of received and confirmed invoices. The Contracting Authority shall remit the amount to the contractor's account no. _____ opened with _____ (name of the bank), namely on the 30th day from the official receipt of the invoice.

If the contractor issues invoices and accompanying documents in electronic form in eSLOG (xml and pdf file), it will notify the Contracting Authority upon signing the framework agreement and receive a consent for sending e-invoices to sign.

Upon a prior request of the contractor, the Contracting Authority may grant prepayment of the invoice before its maturity for already performed work, services or delivery of goods, and carry out the prepayment on the account of the contractor after receiving a credit note of the contractor in the amount of 0.02% for each day of payment before the maturity.

Should the Contracting Authority not fully agree with the issued invoice, it will reject it in writing no later than 8 days and state the reasons, while the contractor is obliged to issue a new invoice. The payment deadline shall start to run when the Contracting Authority receives and confirmed the new invoice. If the contractor does not receive the Contracting Authority's written objection with reasons stated within the agreed deadline, the invoice is deemed fully confirmed. In the event of delayed payment by the Contracting Authority, the contractor is entitled to statutory default interest.

VIII. DELIVERY DEADLINE AND ACCEPTANCE OF GOODS

Article 8

By signing this framework agreement, the contractor undertakes to carry out the supply no later than the deadline indicated in an individual accepted tender. The penalty foreseen for exceeding the supply deadline shall be 0.2%/day from the value of individual contract, and a maximum of 10% of the total value of individual contract for each separate order.

The parties to the framework agreement may extend the deadline for the supply in the following instances:

- Delays in the project by the Contracting Authority
- Events resulting from force majeure;
- In the case of changing the contract on the performance in accordance with the regulations on public procurement procedure;
- Shortage of steel, alloys or other raw materials required for the production of pipes;
- Requirements of the Contracting Authority for additional examinations, testing or verification of production after the contract has been awarded;
- Customs procedures, additional examinations and other procedures performed by state authorities that could not be foreseen by the contractor;
- Geopolitical events, trade restrictions, embargo, sanctions or other restrictions of international trade;
- Strikes of carriers, customs authorities and other parties in the supply chain;
- Interruptions in international transport, including shortage of transport capacities.

The contractor must submit a proposal to extend the performance deadline in writing, stating the reasons and explanation as soon as possible or no later than three days after it has become aware of the cause enabling the deadline to be extended or when it should become aware of the cause enabling the extension of the deadline.

The contractor must propose to the Contracting Authority an exact number of days of extension no later than three days after the reason to extend the contract period has ceased to apply.

The change in the performance deadline shall be arranged by the parties to the framework agreement with an annex.

The contractor undertakes to submit the takeover-delivery note upon taking over the goods with an indication of the price incl. VAT and the quantity of goods taken over. A person authorised by the Contracting Authority to take over the goods must examine the quantity and quality of goods immediately after the delivery.

The actual quantities and the type of the goods delivered must match the ordered quantities and the type of goods indicated in the delivery note. The goods take-over as well as any complaints must be indicated in the takeover-delivery note which is signed by both persons authorised by the Contracting Authority and the contractor.

If it is established that the goods are not identical to the ordered goods, if they deviate in terms of quality, type and quantity, the Contracting Authority may refuse to accept the goods. If the Contracting Authority identifies hidden defects in later use of the goods, it draws up a damage report, which is used to enforce the complaint. The Contracting Authority is required to immediately or no later than 8 days from taking over the goods submit in writing to the contractor any complaints related to

the price or calculation in the takeover-deliver note. The contractor is required to replace the goods not identical to the ordered goods or non-quality goods with new goods as soon as possible, or in accordance with the agreement with the Contracting Authority. The deadline to resolve the complaint must not be longer than 30 days from the day of receiving a written notification on the complaint, unless otherwise agreed by the parties to the agreement. The costs of complaint shall be borne by the contractor.

The contractor is required to regularly and free-of-charge dispose of all waste packaging in accordance with regulations regulating the field of handling packaging and waste packaging.

The Contracting Authority may require the contractor to provide a proof on the quality of goods in accordance with the requirements of the tender documentation.

IX. GUARANTEE PERIOD

Article 9

The guarantee period shall be at least _____ months from the date of a respective delivery.

X. REPRESENTATIVES

Article 10

The representative of the Contracting Authority for the service contract under this framework agreement is

- Mr./Mrs. _____, tel.: _____, e-mail: _____.

The representative of the Contractor for the service contract under this framework agreement is

- Mr./Mrs. _____, tel.: _____, e-mail: _____.

XI. ENVIRONMENTAL PROTECTION AND FORCE MAJEURE

Article 11

In the performance of work, the contractor must comply with all regulations on the environment protection and fully meet legal requirements in the field of safety and health at work and fire safety.

Article 12

Force majeure is considered any unforeseeable event that has not occurred due to the fault of the parties to this framework agreement and prevents timely performance of obligations under the framework agreement, and is recognised as force majeure also by the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 - official consolidated text, 64/19, decision of the Constitutional Court, 20/18; hereinafter: OZ).

The Party to the framework agreement affected by force majeure must notify the other Party to the framework agreement of the start and end of force majeure. This must be done in 3 days following the start or end of force majeure and by submitting a credible proof on the existence and duration of force majeure. The deadlines of the framework agreement shall be extended for the duration of force majeure, at least. New deadlines shall be set in agreement between the parties to the framework agreement.

XII. PROTECTION OF COMMERCIALLY SENSITIVE DATA

Article 13

The parties to the framework agreement agree that any data or information of business, technical or financial nature which is obtained by the Contracting Authority in performing its activity or based on contractual relationships and which may be commercially advantageous or have a nature of business secret shall be considered business secret as per the legislation in the field of protection of business secret, energy legislation and the Compliance Programme.

By concluding this framework agreement, the contractor undertakes, without a prior written consent of the Contracting Authority, not to:

- Use confidential and commercially sensitive information for any other purpose except for the purpose agreed in Article 2 of the framework agreement,
- Disclose confidential or commercially sensitive information to any other person.

The parties to the framework agreement agree that the following confidential or commercially sensitive information are deemed exceptions:

- Information generally known on the day of disclosure,
- Information having a legal basis for being obtained on the day of disclosure for the said disclosure,

- Information obtained by the Party or disclosed by other persons, but not on the basis of a violation of provisions of the framework agreement,
- Information for which the Contracting Authority has provided a written consent regarding its manner and scope of use,
- Information that is required to be disclosed in accordance with a court decision or at a request of a state authority or state institution provided that the Contracting Authority is informed beforehand of the nature and purpose of such disclosure.

By signing this framework agreement, the Party provides that it has in place all appropriate technical and organisational safety measures and mechanisms compliant with the best available techniques (BAT) for transmission, processing, management, storage and destruction of commercially sensitive data and information, and thus ensures a modern, reliable and adequate level of data and information protection.

The parties to the framework agreement further agree to fully respect provisions of the Personal Data Protection Act (Official Gazette of the Republic of Slovenia, Nos 163/22, 40/25 - ZInV-1; hereinafter: ZVOP-2) in implementing this framework agreement, namely irrespective of whether or not the contractor becomes aware of personal data while directly performing services for the Contracting Authority, through written documents, e-commerce or in any other way.

In accordance with the applicable legislation and this framework agreement, the Party to the framework agreement shall be held liable for any unauthorised disclosure of confident or commercially sensitive data obtained on the basis of this framework agreement.

XIII. FINAL PROVISIONS

Article 14

The competent court in Ljubljana shall have jurisdiction for settling any disputes stemming from this framework agreement and which the representatives of parties to the framework agreement cannot resolve by mutual agreement. The parties to the framework agreement also agree to use the Code of Obligations in interpreting individual provisions of the framework agreement.

Article 15

The framework agreement is concluded in electronic form and signed by the responsible persons of both parties to the framework agreement in a digital way. The electronic version of the framework agreement shall apply as the original. If the framework agreement is signed in writing, it is drawn up in two identical copies having the same validity as the original. In this case, each Party to the framework agreement shall receive one copy of the framework agreement. Any amendments and additions to this framework agreement are valid only if concluded in writing.

The framework agreement is concluded and enters into force after it has been signed by responsible persons of both parties to the framework agreement. The framework agreement shall be concluded for the period of four years after entering into force or until the assets in the total amount of the framework agreement are used. The Contracting Authority shall be entitled to terminate the framework agreement if its assets are insufficient in the adopted plan of PLINOVODI for an individual year. In the event of termination, a three-month notice period shall apply and start to run from the day of a written notification sent by a registered mail.

This framework agreement is concluded under the resolutive condition which is enforced if one of the following circumstances is met:

- if the Contracting Authority is notified that the court through a final decision established a breach of obligations referred to in the second paragraph of Article 3 of ZJN -3 by the Contractor or its subcontractor, or
- If the Contracting Authority is notified that the competent state authority, during the performance of this framework agreement, found with the Contractor or its subcontractor at least two violations related to the remuneration, working time, rests, performance of work under civil contracts despite the existence of elements of employment relationship or related to undeclared employment and for which an administrative fine was imposed through a final decision or several final decisions.

If a circumstance or condition referred to in the previous paragraph is fulfilled, the Contracting Authority will proceed in line with the third indent of the fourth paragraph of Article 67 of ZJN-3.

If the framework agreement is concluded with:

- Several economic operators, the resolutive condition applies only for the economic operators (the contractor under the framework agreement), for which the circumstance referred to in the third paragraph of this Article is fulfilled. In this case, the resolutive conditions shall be realised on the 60th day of knowledge of the circumstance indicated in this Article;

- One economic operator, the following shall apply: In the event of fulfilling the circumstance and conditions referred to in the third paragraph of this Article, it shall be deemed that the framework agreement is terminated on the day of signing a new framework agreement or contract on the execution of procurement for the respective contract. The Contracting Authority shall notify the contractor on the date of conclusion of the new framework agreement or contract. If within 60 days from becoming aware of the violation, the Contracting Authority does not start a new public procurement procedure, it is deemed that the framework agreement is terminated on the 60th day from becoming aware of the violation.

In _____, on _____

CONTRACTOR:

Director:

In Ljubljana, on _____

CONTRACTING AUTHORITY:

PLINOVODI d.o.o.

General Director:

MA Matija Bitenc

Member of Management:

Aleš Gruden

ANNEX 9 (to be provided in the second phase after reviewing the applications)

TENDER

TENDER CODE: _____

The tenderer or the leading partner in the case of joint tender:

Contracting Authority: PLINOVODI, Družba za upravljanje s prenosnim sistemom, d.o.o.

Subject of the contract: **Supply of pipes, pipe elbows and fittings for gas transmission system for the period of four years**

Guarantee period: _____ months (at least 24 months from the date of a respective delivery).

The tender shall apply at least 90 days from the deadline specified for submission of tenders.

In _____, on _____

(Signature of the tenderer)