

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

Date: 16. 7. 2026

Tender documentation for the contract:

Engineering services for the repurposing of the R16 transmission pipeline and the metering and regulating station (MRS) Pragersko

by negotiated procedure with prior call for competition

Contract No.: **P/JN/10/2026/PD-PD**

July 2026

CONTENTS

1.	INVITATION AND INSTRUCTIONS FOR THE SUBMISSION OF APPLICATIONS	3
2.	GENERAL.....	3
3.	SELECTION CRITERIA	4
4.	CONDITIONS.....	5
5.	MISCELLANEOUS	9
APPENDIX 1		12
APPENDIX 2		13
APPENDIX 3		14
APPENDIX 4		15
APPENDIX 5		16
APPENDIX 6		17
APPENDIX 7		18
APPENDIX 8		19
APPENDIX 9		20
APPENDIX 10		22
APPENDIX 11		24
APPENDIX 12		26
APPENDIX 13		28
APPENDIX 14		30
APPENDIX 15		31
APPENDIX 16		32
APPENDIX 17		39

1. INVITATION AND INSTRUCTIONS FOR THE SUBMISSION OF APPLICATIONS

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 - ZOUL, Official Journal of the European Union, No. 2310/25; hereinafter: 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.

The economic operator means any natural or legal person 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.

The applicant is any economic operator that has submitted an application.

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

2. GENERAL

2.1 Contracting Authority

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

2.2 The subject-matter of the procurement is engineering services for the repurposing of the R16 transmission pipeline and the metering and regulating station (MRS) Pragersko.

The purpose of the procurement is to select a contractor to carry out the following project activities required to implement the repurposing:

- the review and assessment of the current condition of the transmission pipeline with associated facilities and equipment and the MRS with associated equipment (Phase 1);
- the preparation of a study of the activities required for the repurposing (i.e. repurposing roadmap) of the transmission pipeline with associated facilities and equipment and the MRS with associated equipment (Phase 2);
- the preparation of documentation and consultancy for obtaining a certificate of the suitability of the transmission pipeline with associated facilities and equipment and the MRS with associated equipment for 100% hydrogen (Phase 3).

The application must apply for at least 90 days from the date specified for the submission of applications.

Payment deadline shall be 30 days from the official receipt of the invoice at the latest.

2.3 Tenders received shall be assessed by the Contracting Authority in accordance with the conditions and criteria provided in this tender documentation.

2.4 Procurement procedure: The Contracting Authority shall undertake the public procurement by negotiated procedure with prior call for competition in line with Article 45 of ZJN-3. In the first phase, applicants submit their applications 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 Article 2(1)(29) 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. 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 tender price from the negotiations shall be the final tender price on the basis of which the Contracting Authority will select a tenderer. The Contracting Authority shall announce the final round of negotiations in the invitation to negotiations. After the completed examination and evaluation of tenders, the Contracting Authority shall publish a document **"Decision on awarding the contract"**.

- 2.5 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 21. 8. 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 available to the Contracting Authority.

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

Opening of applications shall take place on 21. 8. 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>.

- 2.6 Applicants may request additional explanations concerning the tender documentation, but no later than 11. 8. 2026 until 9.00 a.m. As soon as possible but no later than 14. 8. 2026 until 9.00 a.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 provide additional explanation.

3. SELECTION CRITERIA

The award criterion is the economically most advantageous tender (the first paragraph of Article 84 of the ZJN-3). In this regard, the Contracting Authority will apply the following award criteria and scoring method:

I. Total bid value

Total bid value:

Ponder: 55

$$T_c = (C_{\min}/C) \cdot 55,$$

where:

- T_c - the number of points obtained under the criterion for the total tender value,
- $C_{\min}$ - the lowest tender value in EUR excluding VAT,
- C - the tenderer's tender value in EUR excluding VAT.

The maximum possible number of points received under this criterion is 55 points.

II. Qualifications of professional staff

This criterion demonstrates the qualifications of the nominated professional staff.

The competence of the nominated staff is scored according to the number of additional references of each staff member relative to the references required in the conditions of the tender documentation (conditions 4.10-4.12), equally regardless of the subject matter concerned (i.e. pipeline or MRS):

- 3 points if the nominated staff member has 1 additional reference beyond the required references,
- 6 points if the nominated staff member has 2 additional references beyond the required references,
- 9 points if the nominated staff member has 3 additional references beyond the required references,
- 12 points if the nominated staff member has 4 additional references beyond the required references,
- 15 points if the nominated staff member has 5 or more additional references beyond the required references.

The total number of points for the nominated professional staff is determined by the following equation:

$$T_K = \sum_{i=1}^3 T_{k,i},$$

where:

- T_K - the total number of points obtained under the criterion for demonstrating the qualifications of the professional staff,
- $T_{k,i}$ - the scoring of the qualifications of the nominated staff for each professional field

The maximum possible number of points received under this criterion is **45** points.

The total number of points for each lot: $T = T_C + T_K$

T is the number of points awarded.

The maximum number of points available is **100** points.

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 **(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. **(APPENDIX 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:

- Qualifying declaration given under criminal and material liability, and a completed ESPD form.

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 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). **(APPENDIX 2)**

Evidence:

- Qualifying declaration given under criminal and material liability.

4.4 The economic operator must have, in the period of the last 10 (ten) years before the date of publication of the tender documentation on the public procurement portal, carried out within the territory of the EU Member States at least 1 (one) integrity assessment for hydrogen transport for an underground pipeline with associated equipment. The steel pipeline was intended for the transport of natural gas, with a nominal pipe diameter of at least DN 100 and a design pressure of DP>16 bar. **(APPENDIX 3)**

Evidence:

- Qualifying declaration given under criminal and material liability confirming fulfilment of the stated condition, stating the required data in the table.

NOTE: The capability under this point must be demonstrated by the economic operator (the applicant, or the lead partner in a joint application, or a partner in a joint application, or a subcontractor) that undertakes work of this kind (an integrity assessment for hydrogen transport for an underground pipeline with associated equipment) in the application or under the contract in question; where more than one economic operator participates in the application, this must be evident from the evidence submitted (for example, from APPENDIX 13 (subcontractors) and/or APPENDIX 14 (the legal act on the joint performance of the procurement). In the period of the last 10 (ten)

years before the date of publication of the tender documentation on the public procurement portal, the economic operator shall not have received any warranty, defect, or rectification claims from a Contracting Authority in relation to completed reference projects, where the value of such claims exceeded 5% of the respective contract value.

- 4.5 The economic operator must have, in the period of the last 10 (ten) years before the date of publication of the tender documentation on the public procurement portal, carried out within the territory of the EU Member States at least 1 (one) integrity assessment for hydrogen transport for a metering and regulating station (MRS) (including the mechanical, electrical and instrumentation installations, intended for the measurement and control or regulation of gas pressure/flows), which was intended for operation with natural gas and a design pressure of DP>16 bar. **(APPENDIX 4)**

Evidence:

- Qualifying declaration given under criminal and material liability confirming fulfilment of the stated condition, stating the required data in the table.

NOTE: The capability under this point must be demonstrated by the economic operator (the applicant, or the lead partner in a joint application, or a partner in a joint application, or a subcontractor) that undertakes work of this kind (an integrity assessment for hydrogen transport for a metering and regulating station (MRS) including the mechanical, electrical and instrumentation installations, intended for the measurement and control or regulation of gas pressure/flows) in the application or under the contract in question; where more than one economic operator participates in the application, this must be evident from the evidence submitted (for example, from APPENDIX 13 (subcontractors) and/or APPENDIX 14 (the legal act on the joint performance of the procurement)). In the period of the last 10 (ten) years before the date of publication of the tender documentation on the public procurement portal, the economic operator shall not have received any warranty, defect, or rectification claims from a Contracting Authority in relation to completed reference projects, where the value of such claims exceeded 5% of the respective contract value.

- 4.6 The economic operator must have, in the period of the last 10 (ten) years before the date of publication of the tender documentation on the public procurement portal, carried out within the territory of the EU Member States at least 1 (one) safety assessment for hydrogen transport for an underground pipeline with associated equipment. The steel pipeline was intended for the transport of natural gas, with a nominal pipe diameter of at least DN 100 and a design pressure of DP>16 bar. **(APPENDIX 5)**

Evidence:

- Qualifying declaration given under criminal and material liability confirming fulfilment of the stated condition, stating the required data in the table.

NOTE: The capability under this point must be demonstrated by the economic operator (the applicant, or the lead partner in a joint application, or a partner in a joint application, or a subcontractor) that undertakes work of this kind (a safety assessment for hydrogen transport for an underground pipeline with associated equipment) in the application or under the contract in question; where more than one economic operator participates in the application, this must be evident from the evidence submitted (for example, from APPENDIX 13 (subcontractors) and/or APPENDIX 14 (the legal act on the joint performance of the procurement)). In the period of the last 10 (ten) years before the date of publication of the tender documentation on the public procurement portal, the economic operator shall not have received any warranty, defect, or rectification claims from a Contracting Authority in relation to completed reference projects, where the value of such claims exceeded 5% of the respective contract value.

- 4.7 The economic operator must have, in the period of the last 10 (ten) years before the date of publication of the tender documentation on the public procurement portal, carried out within the territory of the EU Member States at least 1 (one) safety assessment for hydrogen transport for a metering and regulating station (MRS) (including the mechanical, electrical and instrumentation installations, intended for the measurement and control or regulation of gas pressure/flows), which was intended for operation with natural gas and a design pressure of DP>16 bar. **(APPENDIX 6)**

Evidence:

- Qualifying declaration given under criminal and material liability confirming fulfilment of the stated condition, stating the required data in the table.

NOTE: The capability under this point must be demonstrated by the economic operator (the applicant, or the lead partner in a joint application, or a partner in a joint application, or a subcontractor) that undertakes work of this kind (a safety assessment for hydrogen transport for a metering and regulating station (MRS) including the mechanical, electrical and instrumentation installations, intended for the measurement and control or regulation of gas pressure/flows) in the application or under the contract in question; where more than one economic operator participates in the application, this must be evident from the evidence submitted (for example, from APPENDIX 13 (subcontractors) and/or APPENDIX 14 (the legal act on the joint performance of the procurement)). In the period of the last 10 (ten) years before the date of publication of the tender documentation on the public procurement portal, the economic operator shall not have received any warranty, defect, or rectification claims from a Contracting Authority in relation to completed reference projects, where the value of such claims exceeded 5% of the respective contract value.

- 4.8 The economic operator must have, in the period of the last 10 (ten) years before the date of publication of the tender documentation on the public procurement portal, carried out within the territory of the EU Member States at least 1 (one) completed project for the repurposing for hydrogen transport for an underground pipeline with associated equipment, for which a permit for commissioning with hydrogen was obtained. Before the said permit was obtained,

the steel pipeline was intended for the transport of natural gas, with a nominal pipe diameter of at least DN 100 and a design pressure of DP>16 bar. **(APPENDIX 7)**

Evidence:

- Qualifying declaration given under criminal and material liability confirming fulfilment of the stated condition, stating the required data in the table.

NOTE: The capability under this point must be demonstrated by the economic operator (the applicant, or the lead partner in a joint application, or a partner in a joint application, or a subcontractor) that undertakes work of this kind (a project for the repurposing for hydrogen transport for an underground pipeline with associated equipment) in the application or under the contract in question; where more than one economic operator participates in the application, this must be evident from the evidence submitted (for example, from APPENDIX 13 (subcontractors) and/or APPENDIX 14 (the legal act on the joint performance of the procurement)). In the period of the last 10 (ten) years before the date of publication of the tender documentation on the public procurement portal, the economic operator shall not have received any warranty, defect, or rectification claims from a Contracting Authority in relation to completed reference projects, where the value of such claims exceeded 5% of the respective contract value.

- 4.9 The economic operator must have, in the period of the last 10 (ten) years before the date of publication of the tender documentation on the public procurement portal, carried out within the territory of the EU Member States at least 1 (one) project for the repurposing for hydrogen transport for a metering and regulating station (MRS) (including the mechanical, electrical and instrumentation installations, intended for the measurement and control or regulation of gas pressure/flows), for which a permit for commissioning with hydrogen was obtained and which, before the said permit was obtained, was intended for operation with natural gas and a design pressure of DP>16 bar. **(APPENDIX 8)**

Evidence:

- Qualifying declaration given under criminal and material liability confirming fulfilment of the stated condition, stating the required data in the table.

NOTE: The capability under this point must be demonstrated by the economic operator (the applicant, or the lead partner in a joint application, or a partner in a joint application, or a subcontractor) that undertakes work of this kind (a project for the repurposing for hydrogen transport for a metering and regulating station (MRS) including the mechanical, electrical and instrumentation installations, intended for the measurement and control or regulation of gas pressure/flows) in the application or under the contract in question; where more than one economic operator participates in the application, this must be evident from the evidence submitted (for example, from APPENDIX 13 (subcontractors) and/or APPENDIX 14 (the legal act on the joint performance of the procurement)). In the period of the last 10 (ten) years before the date of publication of the tender documentation on the public procurement portal, the economic operator shall not have received any warranty, defect, or rectification claims from a Contracting Authority in relation to completed reference projects, where the value of such claims exceeded 5% of the respective contract value.

- 4.10 For the performance of the project, the applicant must provide an expert with a professional qualification in the field of mechanical engineering or comparable engineering or natural sciences to act as project manager, with at least 10 (ten) years of work experience, who has, within the territory of the EU Member States, already participated as project manager in:
- at least 1 (one) successfully completed project for the repurposing for hydrogen transport for an underground pipeline with associated equipment, for which a permit for commissioning with hydrogen was obtained. Before the said permit was obtained, the steel pipeline was intended for the transport of natural gas, with a nominal pipe diameter of at least DN 100 and a design pressure of DP>16 bar;
 - at least 1 (one) successfully completed project for the repurposing for hydrogen transport for a metering and regulating station (MRS) (including the mechanical, electrical and instrumentation installations, intended for the measurement and control or regulation of gas pressure/flows), for which a permit for commissioning with hydrogen was obtained and which, before the said permit was obtained, was intended for operation with natural gas and a design pressure of DP>16 bar. **(APPENDIX 9)**

Evidence:

- Qualifying declaration given under criminal and material liability confirming fulfilment of the stated condition, stating the required data in the table.

- 4.11 For the performance of the project, the applicant must provide an expert with a professional qualification in the field of mechanical engineering or metallurgy or comparable engineering or natural sciences to act as the person responsible for the integrity assessment of the pipeline for hydrogen transport, with at least 10 (ten) years of work experience, who has, within the territory of the EU Member States, already participated as the responsible person in:
- at least 1 (one) integrity assessment for hydrogen transport of an underground pipeline with associated equipment. The steel pipeline was intended for the transport of natural gas, with a nominal pipe diameter of at least DN 100 and a design pressure of DP>16 bar;
 - at least 1 (one) integrity assessment for hydrogen transport for a metering and regulating station (MRS) (including the mechanical, electrical and instrumentation installations, intended for the measurement and control or regulation of gas pressure/flows), which was intended for operation with natural gas and a design pressure of DP>16 bar. **(APPENDIX 10)**

Evidence:

- Qualifying declaration given under criminal and material liability confirming fulfilment of the stated condition, stating the required data in the table.

- 4.12 For the performance of the project, the applicant must provide an expert from the engineering or comparable natural sciences with a specialisation in explosion protection, with at least 10 (ten) years of work experience, who has, within the territory of the EU Member States, already participated as the responsible person in:
- at least 1 (one) safety assessment for hydrogen transport for an underground pipeline with associated equipment. The steel pipeline was intended for the transport of natural gas, with a nominal pipe diameter of at least DN 100 and a design pressure of DP>16 bar;
 - at least 1 (one) safety assessment for hydrogen transport for a metering and regulating station (MRS) (including the mechanical, electrical and instrumentation installations, intended for the measurement and control or regulation of gas pressure/flows), which was intended for operation with natural gas and a design pressure of DP>16 bar. (APPENDIX 11)

Evidence:

- Qualifying declaration given under criminal and material liability confirming fulfilment of the stated condition, stating the required data in the table.

- 4.13 The applicant is obliged to fill in and sign a statement on the compliance with technical requirements (scope of work). (APPENDIX 12)

- 4.14 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 awarded 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 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).

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 that 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 indicated in 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 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 to include a new subcontractor.

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 applicant/tenderer 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.

If the direct payment to a subcontractor is not mandatory, the Contracting Authority will require from the main contractor to send its written statement or a written statement of the subcontractor not 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.

The applicant must fill in and sign a declaration if it intends to use subcontractors. (APPENDIX 13)

If the applicant intends to conduct the public procurement with subcontractors, the data under this Point are an obligatory element of the contract.

Note: The applicant that will not perform contractual works with subcontractors is not required to submit APPENDIX 13 as a part of tender documentation.

- 4.15 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, (**APPENDIX 14**), 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 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 4.3 of the respective tender documentation, while other conditions can be met by applicants jointly.

Note: The applicant not submitting a joint application is not required to submit APPENDIX 14 as a part of tender documentation.

- 4.16 The applicant must submit a signed statement on the acceptance of the conditions of the tender documentation. (**APPENDIX 15**)

- 4.17 The applicant must sign the model contract. (**APPENDIX 16**)

All the conditions stated above are mandatory; if the applicant fails to meet one or several conditions, they are a mandatory element for exclusion.

- 4.18 In the second phase (after the recognition of competences), the applicant must complete and sign the tender form. (**APPENDIX 17**).

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 rejects 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 quantity for purchasing products or services envisaged according to the financial assets available.
- 5.2 Until the decision to award the public contract becomes final, the Contracting Authority may change its decision on its own initiative to remedy illegalities after a prior establishment of factual basis, and take a new decision to replace the foregoing. The Contracting Authority may change its decision to award the public contract after it receives a request for legal protection only if the Contracting Authority has decided on this in an application for review before the change of this decision. In this case, the new decision to award the public contract 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 contract on the performance of public procurement with the selected tenderer no later than 48 days following the finality of the decision. The selected tenderer shall be thus invited to sign the contract. 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 contract 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 contract 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 contract on the performance of the public procurement with the selected tenderer, and notifies the tenderers in writing on its decision and the reasons of withdrawal.

- 5.4 Other provisions of tender documentation shall be included in the model contract. By signing the model contract, 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 Uniform prices shall be fixed for the entire duration of the contract. Prices shall include all elements (services tendered; salaries and other labour cost, any overtime, work on a public holiday, any excise duties, fees, insurance, inflation expectations), or all elements in accordance with the applicable legislation.
- 5.7 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 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 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 specification, price per unit, value of individual item and total value from the offer, and all the data that have an impact on the ranking of the tender within the scope of other criteria.
- 5.8 Regarding the conditions related to the economic and financial situation, and technical and professional capacity, the applicant, if needed, may use capacities of other entities, regardless of the legal relationship between the applicants and respective entities.
- 5.9 If the information or documentation that applicants are obliged to submit is or seems 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 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's 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's 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.

- 5.10 The contract where a subject or an entity on behalf of or for the account of other contracting 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 contractual obligations or for any other act or omission causing damage to the Contracting Authority or its employees, other Contracting party or its representative, agent or intermediary, shall be deemed null and void.

The Contract shall be terminated also if the Contracting Authority is notified that a competent state authority or a court having jurisdiction over the decision has found a violation of labour, environmental or social law by the contractor of the contract on the performance of public procurement or its subcontractor.

- 5.11 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 be awarded 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.

- 5.12 The Contracting Authority shall carry out the public procurement so that it is 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, transparency of public procurement, equal treatment of applicants, and the principle of proportionality.

Ljubljana, on 16. 7. 2026

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

**General Manager
Matija Bitenc, MSc**

**Member of the Management Board
Aleš Gruden**

**with the authorisation of
Authorised person of the Legal Office**

APPENDIX 1

DECLARATION OF ELIGIBILITY

We hereby declare under criminal and material liability that we are 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, APPENDIX 1 of the Tender documentation must be completed, signed and attached and the ESPD form completed for each partner or subcontractor.

In _____, on _____

(Economic operator's signature)

APPENDIX 2

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

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, APPENDIX 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 _____

(Economic operator's signature)

APPENDIX 3

DECLARATION OF FULFILMENT OF REFERENCE CONDITIONS

ECONOMIC OPERATOR: _____ (name of the economic operator - the applicant, or the lead partner in a joint application, or a partner in a joint application, or a subcontractor that directly carried out the reference contract).

We declare under criminal and material liability that, in the period of the last 10 (ten) years before the date of publication of the tender documentation on the public procurement portal, we have carried out within the territory of the EU Member States at least 1 (one) integrity assessment for hydrogen transport for an underground pipeline with associated equipment. The steel pipeline was intended for the transport of natural gas, with a nominal pipe diameter of at least DN 100 and a design pressure of DP>16 bar.

The applicant must state the required references in the table:

No.	Client of the reference contract and the client's contact person	Country of the location of the reference contract	Pipe diameter of the reference contract in DN	Design pressure of the reference contract in bar	Date of performance of the reference contract
1.			_____ DN	_____ bar	
2.			_____ DN	_____ bar	
3.			_____ DN	_____ bar	
4.			_____ DN	_____ bar	
5.			_____ DN	_____ bar	

Should the Contracting Authority subsequently request the submission of evidence in connection with this declaration, the economic operator or applicant, by its signature, agrees that it will subsequently submit any evidence requested.

In _____, on _____

(Economic operator's signature)

APPENDIX 4

DECLARATION OF FULFILMENT OF REFERENCE CONDITIONS

ECONOMIC OPERATOR: _____ (name of the economic operator - the applicant, or the lead partner in a joint application, or a partner in a joint application, or a subcontractor that directly carried out the reference contract).

We declare under criminal and material liability that, in the period of the last 10 (ten) years before the date of publication of the tender documentation on the public procurement portal, we have carried out within the territory of the EU Member States at least 1 (one) integrity assessment for hydrogen transport for a metering and regulating station (MRS) (including the mechanical, electrical and instrumentation installations, intended for the measurement and control or regulation of gas pressure/flows), which was intended for operation with natural gas and a design pressure of DP>16 bar

The applicant must state the required references in the table:

No.	Client of the reference contract and the client's contact person	Country of the location of the reference contract	Design pressure of the reference contract in bar	Date of performance of the reference contract
1.			_____ bar	
2.			_____ bar	
3.			_____ bar	
4.			_____ bar	
5.			_____ bar	

Should the Contracting Authority subsequently request the submission of evidence in connection with this declaration, the economic operator or applicant, by its signature, agrees that it will subsequently submit any evidence requested.

In _____, on _____

(Economic operator's signature)

APPENDIX 5

DECLARATION OF FULFILMENT OF REFERENCE CONDITIONS

ECONOMIC OPERATOR: _____ (name of the economic operator - the applicant, or the lead partner in a joint application, or a partner in a joint application, or a subcontractor that directly carried out the reference contract).

We declare under criminal and material liability that, in the period of the last 10 (ten) years before the date of publication of the tender documentation on the public procurement portal, we have carried out within the territory of the EU Member States at least 1 (one) safety assessment for hydrogen transport for an underground pipeline with associated equipment. The steel pipeline was intended for the transport of natural gas, with a nominal pipe diameter of at least DN 100 and a design pressure of DP>16 bar.

The applicant must state the required references in the table:

No.	Client of the reference contract and the client's contact person	Country of the location of the reference contract	Pipe diameter of the reference contract in DN	Design pressure of the reference contract in bar	Date of performance of the reference contract
1.			_____ DN	_____ bar	
2.			_____ DN	_____ bar	
3.			_____ DN	_____ bar	
4.			_____ DN	_____ bar	
5.			_____ DN	_____ bar	

Should the Contracting Authority subsequently request the submission of evidence in connection with this declaration, the economic operator or applicant, by its signature, agrees that it will subsequently submit any evidence requested.

In _____, on _____

(Economic operator's signature)

APPENDIX 6

DECLARATION OF FULFILMENT OF REFERENCE CONDITIONS

ECONOMIC OPERATOR: _____ (name of the economic operator - the applicant, or the lead partner in a joint application, or a partner in a joint application, or a subcontractor that directly carried out the reference contract).

We declare under criminal and material liability that, in the period of the last 10 (ten) years before the date of publication of the tender documentation on the public procurement portal, we have carried out within the territory of the EU Member States at least 1 (one) safety assessment for hydrogen transport for a metering and regulating station (MRS) (including the mechanical, electrical and instrumentation installations, intended for the measurement and control or regulation of gas pressure/flows), which was intended for operation with natural gas and a design pressure of DP>16 bar.

The applicant must state the required references in the table:

No.	Client of the reference contract and the client's contact person	Country of the location of the reference contract	Design pressure of the reference contract in bar	Date of performance of the reference contract
1.			_____ bar	
2.			_____ bar	
3.			_____ bar	
4.			_____ bar	
5.			_____ bar	

Should the Contracting Authority subsequently request the submission of evidence in connection with this declaration, the economic operator or applicant, by its signature, agrees that it will subsequently submit any evidence requested.

In _____, on _____

(Economic operator's signature)

APPENDIX 7

DECLARATION OF FULFILMENT OF REFERENCE CONDITIONS

ECONOMIC OPERATOR: _____ (name of the economic operator - the applicant, or the lead partner in a joint application, or a partner in a joint application, or a subcontractor that directly carried out the reference contract).

We declare under criminal and material liability that, in the period of the last 10 (ten) years before the date of publication of the tender documentation on the public procurement portal, we have carried out within the territory of the EU Member States at least 1 (one) completed project for the repurposing for hydrogen transport for an underground pipeline with associated equipment, for which a permit for commissioning with hydrogen was obtained. Before the said permit was obtained, the steel pipeline was intended for the transport of natural gas, with a nominal pipe diameter of at least DN 100 and a design pressure of DP>16 bar.

The applicant must state the required references in the table:

No.	Client of the reference contract and the client's contact person	Country of the location of the reference contract	Pipe diameter of the reference contract in DN	Design pressure of the reference contract in bar	Date of performance of the reference contract
1.			_____ DN	_____ bar	
2.			_____ DN	_____ bar	
3.			_____ DN	_____ bar	
4.			_____ DN	_____ bar	
5.			_____ DN	_____ bar	

Should the Contracting Authority subsequently request the submission of evidence in connection with this declaration, the economic operator or applicant, by its signature, agrees that it will subsequently submit any evidence requested.

In _____, on _____

(Economic operator's signature)

APPENDIX 8

DECLARATION OF FULFILMENT OF REFERENCE CONDITIONS

ECONOMIC OPERATOR: _____ (name of the economic operator - the applicant, or the lead partner in a joint application, or a partner in a joint application, or a subcontractor that directly carried out the reference contract).

We declare under criminal and material liability that, in the period of the last 10 (ten) years before the date of publication of the tender documentation on the public procurement portal, we have carried out within the territory of the EU Member States at least 1 (one) project for the repurposing for hydrogen transport for a metering and regulating station (MRS) (including the mechanical, electrical and instrumentation installations, intended for the measurement and control or regulation of gas pressure/flows), for which a permit for commissioning with hydrogen was obtained and which, before the said permit was obtained, was intended for operation with natural gas and a design pressure of DP>16 bar

The applicant must state the required references in the table:

No.	Client of the reference contract and the client's contact person	Country of the location of the reference contract	Design pressure of the reference contract in bar	Date of performance of the reference contract
1.			_____ bar	
2.			_____ bar	
3.			_____ bar	
4.			_____ bar	
5.			_____ bar	

Should the Contracting Authority subsequently request the submission of evidence in connection with this declaration, the economic operator or applicant, by its signature, agrees that it will subsequently submit any evidence requested.

In _____, on _____

(Economic operator's signature)

APPENDIX 9

DECLARATION OF FULFILMENT OF STAFFING CONDITIONS

We declare under criminal and material liability that we provide an expert with a professional qualification in the field of mechanical engineering or comparable engineering or natural sciences to act as project manager, with at least 10 (ten) years of work experience, who has, within the territory of the EU Member States, already participated as project manager in:

- at least 1 (one) successfully completed project for the repurposing for hydrogen transport for an underground pipeline with associated equipment, for which a permit for commissioning with hydrogen was obtained. Before the said permit was obtained, the steel pipeline was intended for the transport of natural gas, with a nominal pipe diameter of at least DN 100 and a design pressure of DP>16 bar;
- at least 1 (one) successfully completed project for the repurposing for hydrogen transport for a metering and regulating station (MRS) (including the mechanical, electrical and instrumentation installations, intended for the measurement and control or regulation of gas pressure/flows), for which a permit for commissioning with hydrogen was obtained and which, before the said permit was obtained, was intended for operation with natural gas and a design pressure of DP>16 bar.

The applicant must complete the following table for the required expert:

Name and surname of the nominated expert:				
Number of years of work experience:	_____ years of work experience			
Professional qualification:				
Employed by:				
REFERENCES of the nominated expert				
No. of the expert's reference	Client of the reference project on which the nominated expert participated as project manager	Name of the reference project	Description of the reference work performed, demonstrating that the nominated expert has, within the territory of the EU Member States, already participated as project manager in the required projects under APPENDIX 9	Contact person at the client of the reference project and the date of performance of the reference project
1.				
2.				
3.				

4.				
5.				
6.				
7.				

Should the Contracting Authority subsequently request the submission of evidence in connection with this declaration confirming the statements in the declaration and the fulfilment of the Contracting Authority's staffing condition, the Applicant, by its signature, agrees that it will subsequently submit any evidence requested.

In _____, on _____

(Applicant's signature)

APPENDIX 10

DECLARATION OF FULFILMENT OF STAFFING CONDITIONS

We declare under criminal and material liability that we provide an expert with a professional qualification in the field of mechanical engineering or metallurgy or comparable engineering or natural sciences to act as the person responsible for the integrity assessment of the pipeline and MRS for hydrogen transport, with at least 10 (ten) years of work experience, who has, within the territory of the EU Member States, already participated as the responsible person in:

- at least 1 (one) integrity assessment for hydrogen transport of an underground pipeline with associated equipment. The steel pipeline was intended for the transport of natural gas, with a nominal pipe diameter of at least DN 100 and a design pressure of DP>16 bar;
- at least 1 (one) integrity assessment for hydrogen transport for a metering and regulating station (MRS) (including the mechanical, electrical and instrumentation installations, intended for the measurement and control or regulation of gas pressure/flows), which was intended for operation with natural gas and a design pressure of DP>16 bar.

The applicant must complete the following table for the required expert:

Name and surname of the nominated expert:				
Number of years of work experience:	_____ years of work experience			
Professional qualification:				
Employed by:				
REFERENCES of the nominated expert				
No. of the expert's reference	Client of the reference project on which the nominated expert participated	Name of the reference project	Description of the reference work performed, demonstrating that the nominated expert has, within the territory of the EU Member States, already participated as the person responsible for the integrity assessment in the required projects under APPENDIX 10	Contact person at the client of the reference project and the date of performance of the reference project
1.				
2.				
3.				

4.				
5.				
6.				
7.				

Should the Contracting Authority subsequently request the submission of evidence in connection with this declaration confirming the statements in the declaration and the fulfilment of the Contracting Authority's staffing condition, the Applicant, by its signature, agrees that it will subsequently submit any evidence requested.

In _____, on _____

(Applicant's signature)

APPENDIX 11

DECLARATION OF FULFILMENT OF STAFFING CONDITIONS

We declare under criminal and material liability that we provide an expert from the engineering or comparable natural sciences with a specialisation in explosion protection, with at least 10 (ten) years of work experience, who has, within the territory of the EU Member States, already participated as the responsible person in:

- at least 1 (one) safety assessment for hydrogen transport for an underground pipeline with associated equipment. The steel pipeline was intended for the transport of natural gas, with a nominal pipe diameter of at least DN 100 and a design pressure of DP>16 bar;
- at least 1 (one) safety assessment for hydrogen transport for a metering and regulating station (MRS) (including the mechanical, electrical and instrumentation installations, intended for the measurement and control or regulation of gas pressure/flows), which was intended for operation with natural gas and a design pressure of DP>16 bar.

The applicant must complete the following table for the required expert:

Name and surname of the nominated expert:				
Number of years of work experience:	_____ years of work experience			
Professional qualification:				
Employed by:				
REFERENCES of the nominated expert				
No. of the expert's reference	Client of the reference project on which the nominated expert participated	Name of the reference project	Description of the reference work performed, demonstrating that the nominated expert has, within the territory of the EU Member States, already participated as the responsible person for safety assessment in the required projects under APPENDIX 11	Contact person at the client of the reference project and the date of performance of the reference project
1.				
2.				
3.				

4.				
5.				
6.				
7.				

Should the Contracting Authority subsequently request the submission of evidence in connection with this declaration confirming the statements in the declaration and the fulfilment of the Contracting Authority's staffing condition, the Applicant, by its signature, agrees that it will subsequently submit any evidence requested.

In _____, on _____

(Applicant's signature)

APPENDIX 12

ACCEPTANCE OF THE TECHNICAL REQUIREMENTS (SCOPE OF WORK)

1. Review and assessment of the current condition of the transmission pipeline with associated facilities and equipment and the Metering and regulating station (MRS) with associated equipment

Phase 1 is intended for the assessment of the suitability of the transmission pipeline with associated facilities and equipment and the MRS with associated equipment (the basic data on the assets is stated in the accompanying MS Excel table "APPENDIX 12_basic data on the assets for repurposing") for operation with 100% hydrogen, on the basis of safety, material and integrity evaluations. The phase consists of sequential analyses to determine what modifications or risk controls are needed for hydrogen readiness.

1.1 Safety assessment of the transmission pipeline with associated facilities and equipment and the MRP with associated equipment

The safety assessment must evaluate several aspects of safety, focusing on the new risks introduced by the introduction of hydrogen into the system. It must cover at least the following aspects:

- The tightness of the transmission pipeline and the MRS with all associated elements, plants and equipment.
- The suitability of the existing section block valves in terms of materials and operation.
- The delineation of explosion hazard zones (Ex) and the suitability of the levels of explosion protection (ATEX ratings).
- The behaviour of hydrogen in the event of a leak (without ignition) with regard to the existing layout of the transmission pipeline and the MRS with all associated elements, plants and equipment.
- An assessment of the impact of hydrogen on the existing cathodic protection (CP) configuration.
- The impact on the existing measures for leak, fire and explosion prevention.
- An assessment of explosion risks.
- The consequences of hydrogen explosions for third parties and the recommended measures to limit the consequences of explosions.
- Deliverables: An updated explosion protection document including a hazard and operability study (HAZOP).

1.2 Integrity assessment of the transmission pipeline with associated facilities and equipment and the MRS with associated equipment

The integrity assessment of the transmission pipeline with associated facilities and equipment and the MRP with associated equipment is carried out on the basis of the project documentation (As-Built documentation) and the existing condition data (e.g. steel grade, toughness, radiographic inspection of welds, etc.) and the published data on the susceptibility of steels to hydrogen embrittlement (e.g. DVGW SyWeSt H2¹). The existing integrity of the transmission pipeline with associated facilities and equipment and the MRS with associated equipment is evaluated in accordance with established industry standards and technical guidelines (e.g. DVGW G 464, ASME B31.12), whereby the assessment must cover at least the following aspects:

- An assessment of the suitability of the material of the pipes and welds (hydrogen compatibility) in terms of fracture toughness, hardness, yield strength, tensile strength, etc., on the basis of test certificates, project documentation and descriptions of the as-built condition submitted.
- An evaluation of the relevant failure modes (corrosion, metal loss, lamination, cracks, etc.) and degradation mechanisms (e.g. crack growth, embrittlement) on the basis of the inspections, repair and maintenance records and operational data submitted.
- An assessment of the suitability of the material of the components of the transmission pipeline with associated facilities and equipment and the MRS with associated equipment (valves, pressure regulators, flow meters, sensors, seals, flanges, bends, pig launcher/receiver, etc.) on the basis of the equipment certificates and project documentation submitted.
- The definition of safe operating conditions (e.g. MOP, pressure cycles, gas composition specification, etc.) for the existing configuration of the transmission pipeline with associated facilities and equipment and the MRS with associated equipment.
- An assessment of the baseline integrity risks profiles of the transmission pipeline with associated facilities and equipment and the MRS with associated equipment, on the basis of the findings of the assessment carried out.
- Deliverables: A report on the integrity of the transmission pipeline with associated facilities and equipment and the MRS with associated equipment, with a definition of the operational integrity windows and the identification of possible risks and limitations for operation with hydrogen.

2. Definition of repurposing roadmap

On the basis of the findings of activities 1.1 and 1.2 (in particular, if the assessments from Phase 1 reveal deficiencies or the need for upgrades), a study of the activities required for the repurposing of the transmission pipeline with associated facilities and equipment and the MRS with associated equipment (a so-called roadmap) is prepared, which must cover the following:

¹ M. Steiner, U. Marewski, H. Silcher, Technical Report G 202006, DVGW e.V., Bonn, Germany 2023, Final report of DVGW project SyWeSt H2

- The identification and prioritisation of all possible upgrades and interventions required to prepare the transmission pipeline with associated facilities and equipment and the MRS with associated equipment for hydrogen, which may include, among other things:
 - A plan for fracture-toughness testing of critical base materials, welds and the heat-affected zone (HAZ);
 - Additional in-line pipeline inspections (ILI) of the transmission pipeline to identify and characterise existing defects and anomalies;
 - Repairs, upgrades or replacements of the components/sections of the transmission pipeline with associated facilities and equipment and the MRS with associated equipment.
- An evaluation of the techno-economic feasibility of the identified interventions/upgrades, including a possible revision of the operational integrity windows (e.g. MOP/pressure cycles rerating) and of the frequency of diagnostic inspections, if the approved scope of changes is smaller than that required according to the results of the assessment;
- Pre-commissioning guidelines with the necessary steps and procedures for preparing the transmission pipeline with associated facilities and equipment and the MRS with associated equipment for charging with hydrogen (e.g. inerting, pigging);
- Guidelines for the operation and maintenance of the repurposed transmission pipeline with associated facilities and equipment and the MRS with associated equipment, including the integrity management and inspection plan with definition of the required assessment/inspection methods and the associated intervals of performance.
- Deliverables: A study of the activities required for repurposing (i.e. repurposing roadmap), with a declaration on the (technical) feasibility of the latter.

3. Support in the certification of the hydrogen pipeline and MRS

Phase 3 comprises the preparation of documentation and consultancy for obtaining a certificate of the suitability of the pipeline and MRS for 100% hydrogen, which includes the following:

- The preparation of the certification dossier with the required documentation (e.g. verification and audit reports, declarations of conformity, etc.) to demonstrate compliance with the requirements of the competent national authority and the technical capability for the transport of pure hydrogen.
- The issuing of declarations of conformity/technical capability and declarations of safety for operation with hydrogen, or the obtaining of equivalent declarations of conformity and certificates from accredited external (third-party) issuers.
- Support in the certification procedure up to the issuing of the final approval, including, for example, the revisions of the documentation (dossier) submitted, assistance in obtaining the required supplements or evidence, and consultancy in interactions with the competent national authority.
- Deliverables: A certification dossier approved by the competent national authority, with supporting declarations of conformity.

We declare under criminal and material liability that we are familiar with the technical requirements and the scope of work and that we accept and satisfy the Contracting Authority's technical requirements and will fully comply with them.

In _____, on _____

(Applicant's signature)

APPENDIX 13

STATEMENT ON SUBCONTRACTORS

If the applicant performs the public contract with contractors, the application must contain (see next page):

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

We hereby declare under criminal and material liability that if the public procurement is performed with subcontractors, we will notify the Contracting Authority, during the performance of public procurement, of any changes in information referred to in the previous paragraph and send information on new subcontractors, namely in five days before the change and the acquisition of the Contracting Authority's consent at the latest. If new subcontractors are included, in addition to the notification, we will also submit the data and documents from all four indents of the previous paragraph.

We hereby declare under criminal and material liability that if the direct payment to a subcontractor is not mandatory, we shall send our written statement and 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.

In the event of performing the public contract with a subcontractor requesting direct payment, we hereby declare under criminal and material liability that:

- we will authorise the Contracting Authority in the contract to pay directly to the subcontractor based on the confirmed invoice or a situation confirmed by us,
- the subcontractor will submit a consent on the basis of which the Contracting Authority, instead of us, settles the subcontractor's claim towards us,
- we will submit our invoice or situation with a previously confirmed invoice or situation of the subcontractor.

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

Note: The applicant that will not perform contractual works with subcontractors is not required to submit APPENDIX 13 as a part of tender documentation.

In _____, on _____

(Applicant's signature)

In the APPENDIX , the applicant must list subcontractors engaged and fill in all the required data:

Name of subcontractor	
Full address	
Telephone	
E-mail	
Legal representative	
Current account	
Completion date	
In accordance with the provision of Article 94(5) of ZJN-3, a direct payment from the Contracting Authority is required (please circle)	YES NO
Scope and description of work to be performed by a subcontractor	

In _____, on _____

(Applicant's signature)

In _____, on _____

(Subcontractor's signature)

APPENDIX 14

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 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 application is not required to submit APPENDIX 14 as a part of tender documentation.

In _____, on _____

(Applicant's signature)

APPENDIX 15

DECLARATION ON THE ACCEPTANCE OF THE CONDITIONS OF THE TENDER DOCUMENTATION

We hereby declare that by submitting the application we confirm the following

- We fully accept the conditions of the Contracting Authority stated in this tender documentation;
- The application applies for at least 90 calendar days from the date specified for the submission of applications;
- Upon drawing up the application, we have reviewed all tender documents available;
- We will perform the public procurement in a professional and quality way according to the rules of the profession, in line with applicable regulations (acts, rules, standards), recommendations and norms, if we are selected to perform the public procurement;
- We will not assert any claim for damages against the Contracting Authority in the event we are not selected to perform the public procurement;
- We will communicate with the Contracting Authority exclusively in the Slovenian or English language;
- We have provided only true and credible statements and declarations

We hereby agree that these conditions shall be an integral part of the contract 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,
- 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
- 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)

APPENDIX 16

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

CONTRACTING AUTHORITY: PLINOVODI d.o.o., Cesta Ljubljanske brigade 11b, 1000 Ljubljana, represented by General Manager, Matija Bitenc MSc and Aleš Gruden, Member of the Management Board
- registration number: 1954288000
- VAT ID number: SI31378285
hereinafter referred to as "Contracting Authority"

and

CONTRACTOR: _____, represented by the Director _____
- registration number: _____
- VAT ID number: _____
hereinafter referred to as "Contractor"

hereby conclude the following

CONTRACT no. PD/PD/___/2026

Article 1

The contracting parties initially establish that they conclude this Contract based on the public procurement procedure for engineering services for the repurposing of the R16 transmission pipeline and the metering and regulating station (MRS) Pragersko, No. P/JN/10/2026/PD-PD, under which the Contracting Authority has selected the Contractor to carry out the subject-matter of the respective Contract on the basis of conditions and criteria stipulated in tender documentation of _____ and on the basis of the tender no. _____ of _____.

Article 2

The subject-matter of the procurement is engineering services for the repurposing of the R16 transmission pipeline and the metering and regulating station (MRS) Pragersko.

The Contract is concluded on the basis of tender no. _____ of _____, which is an integral part of the Contract. The subject matter and scope of the contractual work are determined in more detail in tender No. _____ of _____, which forms an integral part of this contract.

Article 3

The Contractor undertakes to:

- Carry out the obligations taken over with due professional diligence, in a professionally correct, conscientious, quality, timely manner in line with the requirements of the Contracting Authority and the scope of activities listed in the Contract, in accordance with the applicable legislation and all regulations of the Republic of Slovenia regarding the subject-matter of the Contract,
- Promptly inform the Contracting Authority on the current issues and circumstances that may affect the timely performance of obligations taken over,
- Protect the confidentiality of data and information of the Contracting Authority and its partners, as well as the confidentiality of any technical bases, procedures and other information,
- Be fully responsible for quality execution of the subject-matter of the Contract and respect of indicated deadlines for the performance of the subject-matter of the Contract, regardless if it performs the services alone or with subcontractors,
- Cooperate with the Contracting Authority and its representative with a view of executing the services taken over in a timely manner and to mutual satisfaction.

The Contracting Authority undertakes to:

- Cooperate with the Contractor with a view of executing the services taken over in a timely manner and to mutual satisfaction,
- Keep the Contractor informed of any changes and circumstances that could affect the performance of a service.

General:

- The contracting parties may agree on any changes in the agreed scope of services or changes in agreed technical conditions only in writing.

Article 4

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 to be subsequently included 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 - ZOUL, Official Journal of the European Union, No. 2310/25; hereinafter: 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.

Article 5

Under this Contract, the total contract value amounts to a maximum of (to be entered by the Contracting Authority) EUR _____ (in words: _____ 00/100 EUR) excl. VAT and is composed:

Phase no.	Description	UoM	Quantity	Price/UoM in EUR excluding VAT	Tender value in EUR excluding VAT
1.1	Review and assessment of the current condition of the transmission pipeline with associated facilities and equipment	n/a	n/a	n/a	
1.2	Review and assessment of the current condition of the MRS with associated equipment	n/a	n/a	n/a	
2.1	Preparation of a study of the activities required for repurposing (repurposing roadmap) for the transmission pipeline with associated facilities and equipment	n/a	n/a	n/a	
2.2	Preparation of a study of the activities required for repurposing (repurposing roadmap) for the MRS with associated equipment	n/a	n/a	n/a	
3.	Preparation of documentation and consultancy for obtaining a certificate of the suitability of the pipeline and the MRS for 100% hydrogen	hour	400		

The services performed for Phase 3 "Preparation of documentation and consultancy for obtaining a certificate of the suitability of the pipeline and the MRS for 100% hydrogen" will be invoiced at the unit-of-measure values and according to the quantities actually performed and recognised, so that the final price depends on the actual scope of the services performed.

The contracting authority reserves the right not to award services up to the total contract value

Article 6

The contractor shall issue an invoice for the services performed upon completion of all the work from Phase 1 and Phase 2. For Phase 3, the contractor shall issue an invoice for the services performed on the basis of monthly interim payment statements.

The Contracting Authority shall pay the Contractor the invoice within 30 days following the official receipt of the invoice to the current account of the Contractor no. _____, open with the bank _____.

The invoice shall contain a specification indicating the quantity of work performed by individual type of work and the material used.

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 Contract 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 shall 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.

If the Contracting Authority does not agree in full with the issued invoice, it must pay the uncontested amount in the time period stated above, while it must send a written objection regarding the contested amount to the Contractor within 14 days following the date of receipt of the 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.

Article 7

The representative of the Contracting Authority for the performance of services under this Contract:

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

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

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

The representative of the Contracting Authority cooperates with the authorised representative of the Contractor for the duration of the Contract and shall provide all the necessary information based on the obligations under this Contract. The authorised representative of the Contractor is obliged to directly cooperate with the representative of the Contracting Authority for the duration of the Contract.

The contracting parties must notify any change of the responsible representatives in writing within 3 days after the change has taken place.

Article 8

The Contractor shall perform works in line with the dynamics agreed by the Contracting Authority and the Contractor. The deadlines for the execution of each phase are:

- Phase 1: the deadline for the preparation of the drafts of the Phase 1 deliverables, i.e. the "Updated explosion protection document including a hazard and operability study (HAZOP)" and the "Report on the integrity of the transmission pipeline with associated facilities and equipment and the MRS with associated equipment, with a definition of the conditions and the identification of possible risks and limitations for operation with hydrogen", is a maximum of 80 calendar days from the handover of the necessary input documentation (i.e. the project documentation and the existing condition data of the transmission pipeline, the MRS and the associated elements, equipment and plant) by the Contracting Authority; the deadline for the preparation of the final versions of the Phase 1 deliverables is a maximum of 30 calendar days from receipt of a written request from the Contracting Authority. The deadline for the supplementation/revision of individual deliverables is 15 calendar days from receipt of a written request from the contracting authority.
- Phase 2: the deadline for the preparation of the draft of the Phase 2 deliverable, i.e. the "Study of the activities required for repurposing (repurposing roadmap), with a declaration on the (technical) feasibility of the latter", is a maximum of 50 calendar days from the official confirmation of the order for the Phase 2 services; the deadline for the preparation of the final version of the Phase 2 deliverable is 30 calendar days from receipt of a written request from the Contracting Authority. The deadline for the supplementation/revision of individual parts of the deliverable is 15 calendar days from receipt of a written request from the Contracting Authority.
- Phase 3: the deadline for the preparation of the draft of the Phase 3 deliverable, i.e. the certification dossier with supporting declarations of conformity, is 30 calendar days from the official confirmation of the order for the Phase 3 services. The deadline for the supplementation/revision of individual parts of the deliverable is 15 calendar days from receipt of a written request from the Contracting Authority.

If the Contractor, at its own fault, is in delay given the above-mentioned deadline, it shall pay the Contracting Authority for each day of delay a contractual penalty in the amount of 0.05% of the contract value, but a maximum of 10% of the contract value.

The contracting parties may extend the completion deadline in the following cases:

- in the event of amendments to the contract for the performance of the procurement in accordance with public procurement regulations; and
- for other reasons resulting in an extension of the completion deadline that are beyond the control of the Contractor, or beyond the control of both the Contractor and the Contracting Authority.

Article 9

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

By concluding this Contract, the Contractor undertakes not to do the following, without the prior written consent of the Contracting Authority:

- To use the confidential or commercial -sensitive information for any purpose other than the purpose agreed in **Napaka! Vira sklicevanja ni bilo mogoče najti.** of this Contract;
- To disclose confidential or commercially sensitive information to other persons.

The contracting parties agree that the following confidential or commercial sensitive information are the exception:

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

By signing this Contract, the Contracting Party ensures that all security measures and mechanisms (at the level of Best Available Techniques - BAT) are in place for transmission, reception, processing, managing, storing, and destroying commercially sensitive data and information to ensure a modern and reliable level of data and information protection.

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

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

The Data Processor undertakes to:

- Process personal data only in accordance with documented instructions from the Data Controller;
- Ensure that persons authorized to process personal data are bound to a confidentiality obligations or bond to confidentiality by a special law;
- Take all measures to ensure: the continued confidentiality, integrity, availability, and resilience of processing systems and services; the ability to recover in a timely manner the availability and access to personal data in the event of a physical or technical incident; the process of regular testing, evaluation and valuation of the effectiveness of technical and organizational measures for ensuring the safety of processing;
- Take into account, when considering the appropriate level of security, particularly the risks posed by processing, in particular as a result of unintended or unlawful destruction, loss, modification, unauthorized disclosure or access to personal data sent, stored or otherwise processed;
- Ensure that any natural person who shall process personal data as a Data Sub-Processor shall not process personal data without written instructions from the Data Operator, unless this is required from that person by European Union law or national law;
- Assist the Data Operator, while taking into account the nature of the data, with the appropriate technical and organizational measures, as far as possible, in meeting its obligations to respond to requests for the exercising of rights of the data subject under the provisions of the GDPR (e.g., right of access, right of cancellation, right of correction, right to restriction of processing, right to data transferability, right of reply and right to appeal);
- After the expire of the validity of the Contract, delete or return all personal data to the Data Operator and destroy any existing copies, unless the preservation is prescribed by the applicable regulations;

- Provide the Data Operator with all the information necessary to demonstrate the fulfilment of the obligations set out in this Article and enable the Data Operator or another Auditor authorized by the Data Operator to perform audits, as well as participate in them. The Data Operator undertakes to announce the control at least five (5) days prior to the performance of the audit;
- Recruit the Data Subcontractor only if he had previously obtained written authorisation from the Data Operator, as well as ensure that the same obligations between the Data Processor and Data Sub-Processor are established as between the Data Operator and the Data Processor, and that a written contract has been concluded between them.

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

Article 10

Force majeure is considered any unforeseeable event that has not occurred due to the fault of the contracting parties and prevents timely performance of contractual obligations, 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 Contracting Party affected by force majeure must notify the other Contracting Party of the start and end of force majeure. This must be done in 3 days following the start or end of force majeure and with the submission of credible proof on the existence and duration of force majeure. The contractual deadlines shall be extended for the duration of force majeure, at least. New deadlines shall be set in agreement between the contracting parties.

Article 11

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

Article 12

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

Article 13

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 contract where a subject or an entity on behalf of or for the account of other Contracting Party 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 contractual obligations; or
- Perform other acts or omissions by which the Contracting Authority suffers damage or the Contracting Authority or its employees, other Contracting party or its representative, agent or intermediary is able to obtain an undue advantage;

shall be deemed null and void.

Article 14

During the term of the contractual relationship, the contracting parties undertake to respect human rights and fundamental freedoms that apply for the contracting parties and their subcontractors during the signing of the Contract, 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 contracting parties 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 Contracting Party breached the commitments referred to in the previous paragraph, the non-offending Contracting Party may unilaterally terminate the Contract due to a serious breach of contractual obligations without any liability for damages caused to the offending Contracting Party. The offending Contracting Party is obliged to reimburse the non-offending Contracting Party all damage and incurred costs resulting from the breach of undertaking by the offending Contracting Party.

Article 15

The Contract is concluded in an electronic form and signed by the responsible persons of both contracting parties in a digital way. The electronic version of the Contract shall be valid as the original. If the Contract is signed in writing, it is drawn up in two identical copies having the same validity as the original. In this case, each Contracting Party receives one copy of the Contract. Any amendments and additions to this Contract are valid if concluded in writing. The Contract is concluded and starts to apply after it has been signed by the responsible persons of both contracting parties. The Contract shall be concluded for a period of three years from the entry into force of the contract or until the funds in the amount of the total contract value are exhausted.

The Contracting Authority shall be entitled to terminate the Contract 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 sending a written notification sent by a registered mail.

This Contract 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 on the performance of the public procurement, or its subcontractor, or
- If the Contracting Authority is notified that the competent state authority, during the performance of this Contract, 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.

In the event of fulfilling the resolutive condition, it shall be deemed that the Contract is terminated on the day of signing a new contract on the performance of the public procurement for the respective order. The Contracting Authority shall notify the Supplier on the date of signing a new 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 Contract 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 Manager:

Matija Bitenc, MSc

Member of the Management Board:

Aleš Gruden

APPENDIX 17

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

TENDER REFERENCE: _____

Tenderer or lead partner in the event of a joint tender:

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

Subject matter of the contract: **Engineering services for the repurposing of the R16 transmission pipeline and the Metering and regulating station (MRS) Pragersko**

Tender values:

Phase no.	Description	UoM	Quantity	Price/UoM in EUR excluding VAT	Tender value in EUR excluding VAT
1.1	Review and assessment of the current condition of the transmission pipeline with associated facilities and equipment	n/a	n/a	n/a	
1.2	Review and assessment of the current condition of the MRS with associated equipment	n/a	n/a	n/a	
2.1	Preparation of a study of the activities required for repurposing (repurposing roadmap) for the transmission pipeline with associated facilities and equipment	n/a	n/a	n/a	
2.2	Preparation of a study of the activities required for repurposing (repurposing roadmap) for the MRS with associated equipment	n/a	n/a	n/a	
3.	Preparation of documentation and consultancy for obtaining a certificate of the suitability of the pipeline and the MRS for 100% hydrogen	hour	400		
Total bid value in EUR excluding VAT:					

Notes:

- UoM - unit of measure;
- n/a - not applicable;
- all values are in EUR excluding VAT;
- the tenderer must offer all the items in the tender, otherwise it will be excluded from further consideration;
- the quantities of services for Phase 3 "Preparation of documentation and consultancy for obtaining a certificate of the suitability of the pipeline and the MRS for 100% hydrogen" are indicative only, and the contracting authority reserves the right to amend the estimated quantities for Phase 3; the actual services will be invoiced at the unit-of-measure values according to the actual scope of services performed, up to the amount of the total value of the services for Phase 3.

Payment deadline: 30 days from receipt of the invoice.

Validity of the tender: 90 days from the deadline set for the submission of the tender.

In _____, on _____

(Signature of the tenderer)