

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

Date: 23rd July 2026

Tender documentation for award of the following public contract:

Maintenance of SIMONE system for a period of four years

by negotiated procedure with prior publication of a contract notice

Public Procurement number: **P/JN/12/2026/TS-ST**

July 2026

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1. INVITATION TO TENDER AND INSTRUCTIONS FOR TENDERING

In accordance with the provisions of the Public Procurement Act (Official Gazette of RS no. 91/15, Official Gazette of EU, no. 307/15, 337/17, Official Gazette of RS, no. 14/18, 69/19 - skl. US, Official Gazette of EU, no. 279/19, 279/19, Official Gazette of RS, 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 Gazette of EU, no. 398/21, Official Gazette of RS, no. 10/22, 74/22 - odl. US, 100/22 - ZNUZSZS, 141/22 - ZNUNBZ, 158/22 - ZNPOVCE, 28/23, 88/23 - ZOPNN-F, 95/23 - ZIUOPZP, 131/23 - ZORZFS, Official Gazette of EU, no. 1611/23, Official Gazette of RS, no. 83/25 - ZOUL, Official Gazette of EU, no. 2310/25; hereinafter referred to as ZJN-3), the company PLINOVODI d.o.o. (hereinafter referred to as the Contracting Authority) invites Candidates/Tenderers to submit their written Tender in accordance with this Invitation and Instructions for Tendering.

The Tenderer shall, based on the subject of the public procurement, fulfil and comply with all provisions defined by the legislation in force as regards the subject of the public procurement. The tender shall be drawn up in accordance with the stipulations of this tender documentation.

The Tender documentation must be drafted in accordance with the provisions of Tendering of this Invitation and Instructions.

2. GENERAL

2.1 Contracting Authority

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

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

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

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

(Signature of the Tenderer)

- 2.3 The subject of public procurement is maintenance of SIMONE Offline and Online systems, for a period of four years.

The subject of the contract is the provision of maintenance services for the SIMONE software package (Offline and Online systems) in accordance with the requirements of the operational process for a period of four years.

SIMONE Online operates in real time and redundantly at both the primary and backup locations. It enables reliable gas transmission by providing data on the current gas inventory values ("linepack") throughout the transmission system and its individual sections. It also enables "what-if" analyses and the implementation of gas quality tracking throughout the gas transmission network.

SIMONE Offline is intended for occasional (ad hoc) hydraulic analyses used to determine the technical parameters of planned pipeline projects or new connections to the gas transmission system.

The extent of the required services is evident from appendix "A statement of compliance with the technical requirements" (Appendix 6), which is attached to the tender documentation.

The final deadline for payment is 30 days from the date of receiving the Invoice.

The Tender must remain valid for at least additional 90 days from the day, which has been determined as the day for submission of Tenders.

The Tenderers are not permitted to alter the Contracting Authority's conditions and requirements stated in this tender documentation.

- 2.4 Procurement procedure:

The Contracting Authority shall conduct the public procurement by negotiated procedure with prior publication of a contract notice pursuant to Article 45 of the Public Procurement Act (ZJN-3).

In the first phase, the Tenderers shall submit the Tender in accordance with the requirements of the tender documentation. Following the review of the Tenders, the Contracting Authority shall publish on the Public Procurement Portal a document entitled "Decision on Recognition of Qualification", by which qualification shall be granted to Tenderers who submit an admissible Tender (in accordance with Point 29 of Article 2(1) of ZJN-3), while qualification shall not be granted to Tenderers whose Tenders are not admissible.

After the decision becomes final, the Contracting Authority shall, in the second phase, invite qualified Tenderers through the e-JN information system to submit a tender form (APPENDIX 14 of this tender documentation). Tenderers shall submit the Tender form in accordance with the invitation.

Following the review of the tender documentation, the Contracting Authority shall invite Tenderers to negotiations via the e-JN information system. The tender price resulting from the negotiations shall constitute the final tender price based on which the Contracting Authority shall select the successful Tenderer.

The Contracting Authority shall announce the final round of negotiations in the invitation to negotiate.

After completion of the review and evaluation of tenders, the Contracting Authority shall publish the document "Decision on Award of Contract".

- 2.5 Deadline and manner of submission of the Tender:

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

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

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

The Tender shall be considered duly delivered if the Contracting Authority receives it via the e-JN system <https://ejn.gov.si/en/> at the latest by 25th August 2026 until 9. a.m. The Tender shall be considered submitted when its status in the e-JN Information System is "ODDANO" (Eng., "SUBMITTED").

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

The opening of Tenders will take place on 25th August 2026 at 11. a.m. The opening of Tenders will take place automatically in the e-JN Information System at the web address <https://ejn.gov.si/en/>.

- 2.6 Tenderers may request additional clarifications regarding the tender documentation, but no later than 9 a.m. on 18th August 2026. The Contracting Authority will provide a written response as soon as possible, but no later than 2 p.m. on 20th August 2026, via the public procurement portal. The Contracting Authority will only respond to questions submitted on time.

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

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

3. CRITERIA

The Contracting Authority shall evaluate the Tender according to the criterion of the most economically advantageous Tender. The most economically favourable Tender is the one offering the lowest total value in the Tender Form (APPENDIX 5).

4. CONDITIONS

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

- 4.1 The Tenderer must duly complete the required data on page 3 of this Tender documentation (2.2 **Tenderer's details** (data to be provided by the Tenderer)) and fulfil all requirements on page 4 (2.3 **Subject of the Public Procurement**).

- 4.2 In accordance with the subject of the public procurement, the Tenderer must be registered or meet the conditions for performing the activity which is the subject of the public procurement (**APPENDIX 1**).

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

The Tenderer must meet the conditions set out in:

- The first paragraph of Article 75 of ZJN-3,
- The second paragraph of Article 75 of ZJN-3,
- The fourth paragraph of Article 75 of ZJN-3,
- Point b of the sixth paragraph of Article 75 of ZJN-3,
- Point c of the sixth paragraph of Article 75 of ZJN-3 and
- Point f of the sixth paragraph of Article 75 of ZJN-3.

Evidence:

- A statement, made under criminal and pecuniary liability, confirming compliance with the above condition, and a completed ESPD form for all economic entities included in the application.

- 4.3 In accordance with Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, Nos. 69/11, 3/22 - ZDeb, 16/23 - ZPPri; hereinafter referred to as: the "ZIntPK"), the Tenderer must submit a statement or data on the participation of natural or legal entities in ownership of the Tenderer, including the participation of silent partners, and on economic operators, which, based on the provision of the law governing the companies, are deemed as associated companies of the Tenderer.

The Tenderer shall, in accordance with Article 35 of the Integrity and Prevention of Corruption Act (ZIntPK), declare that no situation as defined in Article 35 of ZIntPK has arisen, meaning that neither an official of the Contracting Authority nor their family members are members of the management of the Tenderer, nor are they directly or indirectly, through other legal entities, involved with more than a 5 % share in the founding rights, management, or capital of the Tenderer.

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

The conditions set out in this section must be met by the Tenderer and all other economic operators participating in the Tender (partner, subcontractor, and any economic entities whose capacities the Tenderer relies on).

Evidence:

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

- 4.4 The Tenderer's average annual general revenue for the three business years (for the years 2023, 2024 and 2025) must exceed EUR 300,000.00/year. **(APPENDIX 3)**

Evidence:

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

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

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

The same as in the above indents applies also to a subcontractor or entity whose capacity the Tenderer refers to, if the value of its works, services or supplies represents more than 10% of the value of the Public Procurement. **(APPENDIX 4)**

Evidence:

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

- 4.6 The Tenderer must provide at least two experts with a minimum of two years of experience in providing technical support for the SIMONE software at gas system operators. **(APPENDIX 5)**

Evidence:

- A statement, made under criminal and pecuniary liability, on the fulfilment of that condition stating the name and surname of the expert and the number of years of work in technical support with SIMONE software at gas system operators.

- 4.7 The Tenderer must provide at least three references, specifying the client and the responsible contact person for each reference, demonstrating that the Tenderer has provided maintenance and technical support services for the SIMONE software during the three-year period preceding the deadline for submission of tenders. Where the Tenderer relies on services performed for the Contracting Authority in this procurement procedure as a reference, it shall be sufficient to indicate the relevant service only. **(APPENDIX 6)**

The Tenderer shall not have had any claims asserted by contracting authorities in relation to reference contracts performed during the last ten (10) years preceding the deadline for submission of tenders, in an amount exceeding 5 % of the contract value.

Evidence:

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

- 4.8 The Tenderer must have a valid certificate of business compliance according to the quality standard ISO 9001 or its equivalent. A valid certificate must be issued by an accredited assessment organization in this field. **(APPENDIX 7)**

Evidence:

- A statement, made under criminal and pecuniary liability, on the fulfilment of that condition with a scan of the certificate or other valid document issued by an accredited organization.

- 4.9 The Tenderer must have implemented an information security management system for managing the security of its operations in accordance with ISO/IEC 27001 or an equivalent standard. **(APPENDIX 8)**

Evidence:

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

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

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

- Indicate all Subcontractors and any part of the public contract which it intends to subcontract,
- Indicate the contact details and legal representatives of the proposed Subcontractors,
- Enclose a Subcontractor's request for direct payment, if the Subcontractor so requests,
- Enclose completed ESPD forms of such subcontractors in accordance with Article 79 of the Public Procurement Act (ZJN-3).

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

The Contracting Authority shall reject any Subcontractor if there are grounds for their exclusion under Point 4.2 and 4.3 of this Tender documentation. The Contracting Authority may reject a proposal for the replacement of a Subcontractor or the inclusion of a new Subcontractor, even if this can affect the smooth performance or completion of the works, and if the new Subcontractor does not fulfil the conditions set by the Contracting Authority in the document relating to the public procurement. The Contracting Authority shall inform the Main Contractor of any possible rejection of a new Subcontractor at the latest within ten days of receipt of the proposal.

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

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

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

If a direct payment to the Subcontractor is not compulsory, the Main Contractor shall send to the Contracting Authority a written statement and a written declaration of the Subcontractor no later than 60 days after the payment of the final invoice or interim invoice that the Subcontractor has received payment for the performed works directly related to the subject of the public procurement.

The Tenderer shall duly complete and sign the statement indicating that they fulfil the required conditions. **(APPENDIX 9)**

Note: The Tenderer not performing work with Subcontractors does not need to submit APPENDIX 9 as part of the Tender documentation.

- 4.11 If a group of Tenderers submits a joint (partner) Tender, this group of Contractors must also submit a legal act on joint performance of the procurement **(APPENDIX 10)**, outlining the responsibilities of individual Tenderers for executing the procurement and defining a leading partner, who will act on behalf of all joint Tenderers in relation to the Contracting Authority. Joint Tenderers shall be unlimited jointly and severally liable for obligations under the awarded Contract.

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

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

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

Note: The Tenderer not submitting a joint Tender does not need to submit APPENDIX 10 as part of the Tender documentation.

- 4.12 The Tenderer shall submit a completed and signed statement confirming acceptance of the conditions of the tender documentation. **(APPENDIX 11)**
- 4.13 The Tenderer shall submit a completed and signed statement of compliance with the technical requirements. **(APPENDIX 12)**
- 4.14 The tenderer shall complete and sign the draft contract. **(APPENDIX 13)**

All the above conditions are mandatory. If the tenderer fails to comply with one or more of the conditions, such non-compliance shall constitute a mandatory ground for exclusion.

- 4.15 The Tenderer shall, in the second phase (after the recognition of capability), complete and sign the tender form. (APPENDIX 14)

5. MISCELLANEOUS

- 5.1 The Contracting Authority may at any time until the deadline for the submission of Tenders terminates the public procurement procedure. At all stages of the procedure, the Contracting Authority may reject the Tender after the deadline for the opening of Tenders. If the Contracting Authority rejects the Tender, they will inform the Tenderer about reasons for such a decision and whether a new procedure will be initiated. The Contracting Authority shall suspend the procedure for the award of the Contract or reject the Tender without any liability for damages to the Tenderer. The costs of drafting and submission of the Tender shall be borne by the Tenderer. The Contracting Authority reserves the right to amend the quantity for supply of planned products or services based on available financial means.
- 5.2 The Contracting Authority may change its decision on its own initiative and adopt a new decision replacing the previous one with a view to eliminating unlawfulness after the preliminary determination of the merits. The Contracting Authority may change the decision on the Public Procurement upon receipt of a request for legal protection only if, prior to the change of that decision, it has decided on the request for review. In this case, the new decision on the Public Procurement must comply with the decision on the request for review.
- 5.3 After the award of the Public Procurement, the Contracting Authority shall conclude a contract with the successful Tenderer for the execution of the Public Procurement within 48 days of the final decision. The successful Tenderer will be invited to sign the contract. If the successful Tenderer does not respond to the invitation within 8 (eight) days, it will be deemed to have withdrawn the Tender, and the Contracting Authority reserves the right to cash the bank Guarantee of seriousness of the Tender. After the final decision on the award of the Public Procurement, the Contracting Authority may, until the conclusion of the contract for the performance of the Public Procurement, withdraw from the performance of the Public Procurement for justified reasons that the object of the Public Procurement is no longer needed or that it does not have funds provided for it or that a reasonable suspicion arises that or whether the content of the contract could be the result of an offense committed or that other extraordinary circumstances that the Contracting Authority was unable to influence and anticipate and which made it impossible to perform the public procurement procedure have incurred. If the Contracting Authority withdraws from the execution of the Public Procurement, it will not conclude a contract for the execution of the Public Procurement with the selected Tenderer, it will inform the Tenderer in writing of its decision and the reasons why it withdraws from the execution of the Public Procurement.
- 5.4 The other provisions of the Tender documentation are contained in the sample contract. By signing the sample contract, the Tenderer declares that they agree with its provisions.
- 5.5 The Tender must be submitted in English language. If any document submitted during the public procurement procedure is prepared in another language, the Contracting Authority may request the Tenderer to provide a certified translation and shall set a deadline for its submission. If the Tenderer does not provide the certified translation within the specified deadline, the Contracting Authority shall exclude the Tender from the Public Procurement procedure.
- Technical data may be provided either in Slovene or English language. The entire public procurement procedure shall be conducted either in the Slovenian or English language.
- 5.6 The Tender prices shall be fixed for the entire duration of the contract.
- If the Contracting Authority and the Contractor determine that the average industry price of the subject works has changed by more than 15% compared to the average prices at the time the contract entered into force, they agree to adjust the prices of the subject works after negotiations and in accordance with the market conditions at that time. Otherwise, the prices of the works shall remain fixed for the entire period of validity of the contract.
- 5.7 If the Tenderer gains access to confidential data with the participation in the procedure or execution of contractual obligation, they undertake to safeguard such data in accordance with regulations. The Tenderer can mark as confidential all documents that include personal data not entered into any public register or not otherwise publicly accessible, as well as commercial data designated as confidential by regulations or internal acts. The Contracting Authority shall ensure the protection of data that, according to the provisions of the Act regulating the personal data protection and classified information protection, are considered as personal or classified information.
- Notwithstanding the provision of the preceding paragraph, public information shall mean public information on the specification of the goods offered or the services and the quantity referred to in this specification, the unit price, the value of each item and the total value from the Tender, as well as all those data that influenced the classification of the Tender under other criteria.
- 5.8 The tenderer may, where necessary, rely on the capacities of other entities regarding the conditions relating to economic and financial standing as well as technical and professional ability, regardless of the legal nature of the relationship between them.

- 5.9 If the information or documentation required from the Tenderer is incomplete or incorrect or if the individual documents are missing, the Contracting Authority may request, in accordance with Article 89 of the ZJN-3, that the Tenderer submits the missing documents within the relevant deadline or supplements, corrects or clarifies relevant information or documentation, provided that such a requirement is fully consistent with the principles of equal treatment and transparency. The Contracting Authority shall request from the Tenderer to complete, amend, modify or clarify his Tender only if they cannot verify a particular fact alone. The submission of the missing document or the amendment, correction or clarification of the information or documentation may relate exclusively to such elements of the Tender whose existence before the expiry of the deadline set for the submission of the application or Tender can be objectively verified. If the Tenderer does not submit the missing document or does not complete, correct or explain the relevant information or documentation, it will be excluded by the Contracting Authority.

The Tenderer cannot amend its price and Tender in the context of criteria and the part of the Tender, which relates to technical specifications of the Public Procurement or those elements of the Tender, which may or could impact on a different ranking of its Tender with regard to other Tenders, the Contracting Authority received in this procedure of Public Procurement. The Contracting Authority reserves the right to correct calculation errors upon written consent of the Tenderer.

Any attempt of a Tenderer to influence the Contracting Authority's treatment of Tenders or decision on selection, shall result in rejection of its Tender. The same also applies to attempts of influencing the work and decisions of the Commission.

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

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

- 5.11 The legal protection of Tenderers, the Contracting Authority, and the public interest in the procedure for the award of this public contract shall be governed by Article 1 of the Legal Protection in Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia, No. 43/11, 60/11 - ZTP-D, 63/13, 90/14 - ZDU-1I, 95/14 - ZIPRS1415-C, 96/15 - ZIPRS1617, 80/16 - ZIPRS1718, 60/17, 72/19, 95/23 - ZIUOPZP, 131/23 - ZORZFS; hereinafter: ZPVPJN). A request for review may be submitted by any person who has or has had an interest in being awarded the public contract and who has suffered or may suffer damage due to the alleged infringement, as well as by the public interest advocate.

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

Following the decision on the award of the Public Procurement, the deadline for submitting a request for review shall be eight (8) working days from receipt of that decision.

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

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

In Ljubljana, on 23rd July 2026

Contracting Authority
PLINOVODI d.o.o.

General Manager
mag. Matija Bitenc

Member of the management board
Aleš Gruden

By authorization
Authorized person from the Law Office
Alenka Prinčič Artač

APPENDIX 1

STATEMENT ON MEETING THE CONDITIONS

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

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

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

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

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

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

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

(Signature of the Tenderer)

APPENDIX 2

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

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

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

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

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

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

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

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

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

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

By signing this declaration, we guarantee under criminal and pecuniary liability that no situation as defined in Article 35 of ZIntPK has arisen, meaning that neither an official of the Contracting Authority nor their family members are members of the management of the Tenderer, nor are they directly or indirectly, through other legal entities, involved with more than a 5% share in the founding rights, management, or capital of the Tenderer.

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

(Signature of the Tenderer)

APPENDIX 3

STATEMENT OF FULFILLMENT OF CONDITIONS

We hereby declare, under criminal and pecuniary liability, that our average annual turnover for the last three financial years (2023, 2024 and 2025) exceeded EUR 300,000.00 per year.

In the event that the Contracting Authority subsequently requests the submission of evidence from which it is evident that this condition has been met, the Tenderer agrees by signing to submit any required evidence at a later date.

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

(Signature of the Tenderer)

APPENDIX 4

STATEMENT OF FULFILLMENT OF CONDITIONS

We hereby declare, under criminal and pecuniary liability that our economic entity is not:

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

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

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

(Signature of the Tenderer)

APPENDIX 5

STATEMENT OF FULFILLMENT OF CONDITIONS

We hereby declare, under criminal and pecuniary liability, that we will provide at least two experts with a minimum of two years of experience in providing technical support for the SIMONE software at gas system operators.

The Tenderer must also fill in the following table:

	Name and surname of the expert	Number of years of work in technical support with SIMONE software at gas system operators
1.		
2.		

In the event that the Contracting Authority subsequently requests the submission of evidence from which it is evident that this condition has been met, the Tenderer agrees by signing to submit any required evidence at a later date.

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

(Signature of the Tenderer)

APPENDIX 6

STATEMENT OF FULFILLMENT OF CONDITIONS

We hereby declare, under criminal and pecuniary liability, that we have at least three references, specifying the client and the responsible contact person for each reference, demonstrating that we have provided maintenance and technical support services for the SIMONE software during the three-year period preceding the deadline for submission of tenders.

The Tenderer shall not have had any claims asserted by contracting authorities in relation to reference contracts performed during the last ten (10) years preceding the deadline for submission of tenders, in an amount exceeding 5 % of the contract value.

The Tenderer must also fill in the following table:

	Client	Responsible contact person
1.		
2.		
3.		

In the event that the Contracting Authority subsequently requests the submission of evidence from which it is evident that this condition has been met, the Tenderer agrees by signing to submit any required evidence at a later date.

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

(Signature of the Tenderer)

APPENDIX 7

STATEMENT OF FULFILLMENT OF CONDITIONS

We hereby declare, under criminal and pecuniary liability, that we have a valid certificate of business compliance according to the quality standard ISO 9001 or its equivalent. A valid certificate is issued by an accredited assessment organization in this field.

At the same time, we attach a scanned copy of the certificate or other valid document issued by an accredited certification body.

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

(Signature of the Tenderer)

APPENDIX 8

STATEMENT OF FULFILLMENT OF CONDITIONS

We hereby declare, under criminal and pecuniary liability, that we have implemented an information security management system for managing the security of its operations in accordance with ISO/IEC 27001 or an equivalent standard.

In the event that the Contracting Authority subsequently requests the submission of evidence from which it is evident that this condition has been met, the Tenderer agrees by signing to submit any required evidence at a later date.

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

(Signature of the Tenderer)

APPENDIX 9

STATEMENT ON SUBCONTRACTORS

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

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

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

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

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

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

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

Note:

- A tenderer who does not submit a joint tender is not required to provide ANNEX 9 as part of the Tender Documents.
- The contracting authority will detail the work to be undertaken and executed by each subcontractor and the share of each subcontractor in the second phase, and this will be included in the invitation to submit a bid, together with lists and project documentation. In the first phase, only the area of work that each subcontractor is expected to undertake and execute needs to be indicated.

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

(Signature of the Tenderer)

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

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

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

(Signature of the Tenderer)

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

(Signature of the Subcontractor)

APPENDIX 10

LEGAL ACT ON JOINT PERFORMANCE OF A PUBLIC PROCUREMENT

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

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

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

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

Note:

- A tenderer who does not submit a joint bid is not required to provide APPENDIX 10 as part of the tender documentation.
- The contracting authority will specify the exact requirements regarding the scope of work each partner in the consortium will undertake and each partner's share in the consortium in the second phase. This will be included in the invitation to submit a bid, together with the lists and project documentation. In the first phase, only the scope of work that each partner in the consortium is expected to undertake should be indicated.

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

(Signature of the Tenderer)

APPENDIX 11

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

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

We declare that by submitting this tender we confirm:

- That we fully accept the terms and conditions of the Contracting Authority from the Tender documentation;
- That the Tender is valid for at least additional 90 days from the day, which has been determined as the day for submission of Tenders;
- That upon drawing up the Tender, we have reviewed all available Tender documentation;
- That we will perform the Public Procurement professionally and in a quality manner according to the rules of the profession, in accordance with industry standards, applicable regulations (laws, rules, standards), recommendations and norms, if we are selected for the execution of the Public Procurement;
- That we will not make a claim for compensation against the Contracting Authority if we are not selected for the execution of the Public Procurement;
- That all obligations towards our Subcontractors were considered at the time of the preparing this Tender;
- That we have provided only true and authentic statements.

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

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

(Signature of the Tenderer)

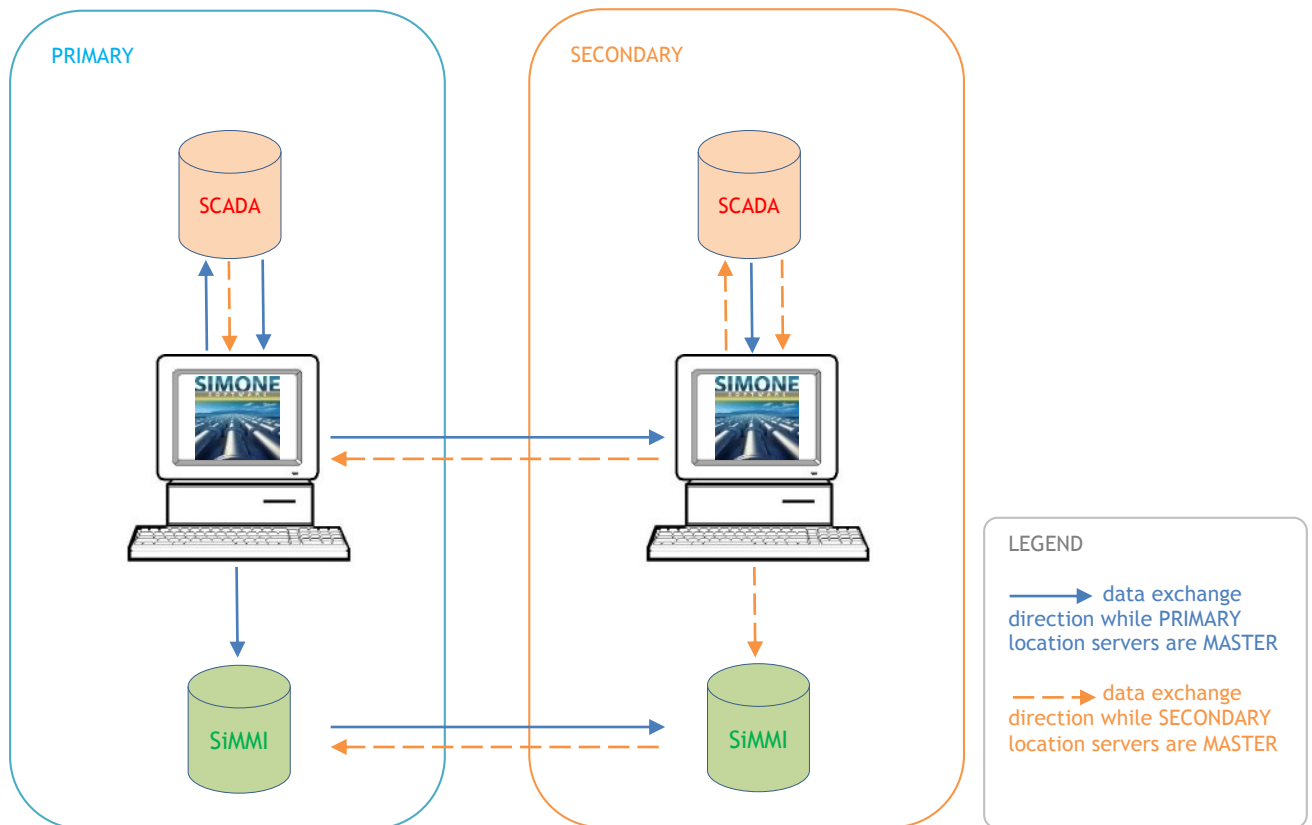
APPENDIX 12

A STATEMENT OF COMPLIANCE WITH THE TECHNICAL REQUIREMENTS

Tenderer has to comply with following technical requirements.

Technical description and minimum technical requirements

Simone On-line is installed in redundancy mode on two servers, namely at the primary location and at the backup. Simone On-line exchanges data with the SCADA system and with the SiMMI system.



The Tenderer will provide the following services with suitably qualified specialists for the implementation of interventions:

- Regular services:
 - technical assistance for users;
 - software updating;
 - provision of the correct functionality of the maintained system.
- Extraordinary engineering services are as follows:
 - technical servicing from the Tenderer's location and in case the Contracting Authority so requests, at the Contracting Authority's locations;
 - service in a case of force majeure or natural disasters.

Technical assistance for users

The Tenderer is obliged to provide qualified reception and processing of all the Contracting Authority's technical questions and problems related to the Tenderer's software. For this purpose, the Tenderer provides qualified services for all requirements regarding the software that the Contracting Authority received together with the license.

Technical assistance to users is also intended for general questions regarding the operation of the maintained equipment and troubleshooting in minor cases.

To use the technical assistance service, the Tenderer must provide communication via phone, e-mail or the Tenderer's user portal at least in English language. The service is intended exclusively for authorized representatives of the Contracting Authority.

Software updating

The Tenderer prepares software updates for the equipment which is subject of this public procurement, which contain increased functionality and improvements in accordance with market requirements. The update service described here applies exclusively to equipment subject to maintenance.

Software updates contain the following items (one or more items):

- improvement of general functionality,
- improvement of functions that are already built into the operation of the software and elimination of errors in its operation (service pack),
- new functions that are defined as standard in the software.

Updates will be available based on the software manufacturer's development plans for the software. The Contracting Authority is entitled to all versions of the updates of the already existing software. The update installation includes all relevant software components and updated documentation or a brief description of the latest changes.

Ensuring the functionality of the software of the maintained system

The Tenderer must ensure that the software which is subject of this public procurement will operate without errors/defects that could prevent the proper operation of this equipment. This warranty is effective during the term of the Contract.

Technical servicing from the Tenderer's location or at the Contracting Authority's locations in the event of a request from the Contracting Authority

If the problem cannot be resolved through the activities and procedures of technical assistance to users or remote diagnosis and maintenance, the Contracting Authority may request technical servicing at the Contracting Authority's locations.

In the case of technical support provided through remote systems, the Contracting Authority shall record all activities performed within its environment in such a way that the Contractor may access the Contracting Authority's environment exclusively through the PAM system, to which the Contractor expressly agrees.

If an error was discovered by the Contracting Authority, it must be corrected at his request during regular working hours within a maximum of 10 days from reporting the error.

Service in the event of force majeure and the presence of natural disasters

All necessary work to eliminate equipment malfunctions in the event of force majeure (e.g. lightning...) or natural disasters are also classified as extraordinary services. Before the start of the work, the Tenderer and the Contracting Authority agree on the scope and deadline for the implementation of the error correction. Contracting Authority decides on the acceptability of its implementation.

We declare under criminal and pecuniary liability, that we are familiar with all technical requirements described above; we understand and agree that they will be considered and that they are an integral part of the Tender.

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

(Signature of the Tenderer)

APPENDIX 13

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

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

CONTRACTING AUTHORITY: PLINOVODI d. o. o., Cesta Ljubljanske brigade 11b, 1000 Ljubljana, Slovenia, represented by its General Manager mag. Matija Bitenc and Member of the Management Board Aleš Gruden
- registration no.: 1954288000
- VAT ID number: SI 31378285
hereinafter referred to as the »Contracting Authority«

and

CONTRACTOR: _____,
represented by its manager _____,
- registration no.: _____
- VAT ID number: _____
hereinafter referred to as the »Contractor«

hereby conclude the following

CONTRACT No. TS/ST/____/2026

Article 1

SUBJECT AND SCOPE OF THE CONTRACT

The Contracting Parties acknowledge that the contracting authority has carried out the public procurement procedure in accordance with the Public Procurement Act (Official Gazette of RS no. 91/15, Official Gazette of EU, no. 307/15, 337/17, Official Gazette of RS, no. 14/18, 69/19 - skl. US, Official Gazette of EU, no. 279/19, 279/19, Official Gazette of RS, 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 Gazette of EU, no. 398/21, Official Gazette of RS, no. 10/22, 74/22 - odl. US, 100/22 - ZNUZSZS, 141/22 - ZNUNBZ, 158/22 - ZNPOVCE, 28/23, 88/23 - ZOPNN-F, 95/23 - ZIUOPZP, 131/23 - ZORZFS, Official Gazette of EU, no. 1611/23, Official Gazette of RS, no. 83/25 - ZOUL, Official Gazette of EU, no. 2310/25; hereinafter referred to as ZJN-3), procurement reference number: P/JN/12/2026/TS-ST. The Contracting Parties further acknowledge that, within the framework of the said public procurement procedure, the Contractor Authority selected the Contractor as the most advantageous Tenderer for the execution of the works under this Contract.

Article 2

Subject of the contract is as follows: Maintenance of SIMONE Offline and Online systems for the period of four years.

This Contract is concluded pursuant to the tender by the Contractor No. _____ of _____, which constitute an integral part of the Contract.

Article 3

The Contracting Parties hereby agree that during the validity of the Contract the term "Maintenance of SIMONE Offline and Online systems for the period of four years" includes regular maintenance services and extraordinary engineering services (on request) of SIMONE system, consisting of the software at locations in primary and secondary location, performed by the Contractor.

Article 4

REVIEW OF AVAILABLE CONTRACT SERVICES

The Contractor shall supply the services of regular maintenance services and extraordinary engineering services (on request). Regular services are as follows:

- technical assistance for users;
- software updating;
- provision of the correct functionality of the maintained system.

Within the scope of its regular services, the Contractor shall provide experts suitably qualified for carrying out such activities.

Extraordinary engineering services (on request) are as follows:

- technical servicing from the Contractor's location and in case the Contracting Authority so requests, at the Contracting Authority's locations;
- service in a case of force majeure or natural disaster.

Article 5

TECHNICAL ASSISTANCE FOR USERS

The Contractor shall be obliged to accept and process all technical questions and problems regarding the software which is subject of the contract raised by the Contracting Authority. For this purpose, the Contractor shall provide qualified services for all requirements regarding the software that the Contracting Authority received together with the licence.

Technical assistance to users shall deal also with general questions regarding the functioning of the maintained equipment and troubleshooting in less serious cases.

Requests shall be processed on a case basis until solved. When a request has been reported to technical assistance, it is registered and recorded to be further processed. The Contracting Authority shall receive an electronic confirmation that the procedure has been registered. Not later than within eight (8) hours of working day the Contracting Authority shall receive an answer showing an immediate solution or problem-solving procedure. In case of a medium- or long-term issue, the Contractor shall provide a statement about further processing of the problem along with the anticipated solutions and anticipated duration of the procedure.

Technical assistance must be contacted by telephone, e-mail or user portal at least in English language. The service is to be used exclusively by the Contracting Authority's authorised representatives.

Article 6

SOFTWARE UPDATING

For the software, which is subject of the contract, the Contractor shall provide updates which contain increased functionality and improvements in accordance with the market demand. The updating service described herein refers exclusively to the software, which is the subject of maintenance.

Software updating shall contain the following items:

- improvement of general functionality;
- improvement of functions built into the functioning of software and troubleshooting (service pack);
- new functions defined as standard in the software.

Updates will be available according to the development plans for the software announced by the software manufacturer. The Contracting Authority shall be entitled to all versions of the purchased software. The installation of updates shall include all relevant software components, updated documentation and a short description of the latest changes.

Article 7

PROVISION OF THE CORRECT FUNCTIONALITY OF THE MAINTAINED SYSTEM SOFTWARE

The Contractor hereby ensures the functioning of the software free of any faults, which could prevent proper functioning of the software. This assurance is valid during the Contract period.

Article 8

ENGINEERING SERVICING AT THE CONTRACTOR'S LOCATION OR THE CONTRACTING AUTHORITY'S LOCATIONS IN CASE OF CONTRACTING AUTHORITY'S INVITATION

In case remote solution of the problem is not possible by executing the activities and procedures of technical assistance to users or diagnosing and maintenance, the Contracting Authority may request engineering servicing at the Contracting Authority's location.

When a fault has been detected by the Contracting Authority, it must be eliminated at his request in regular working time within the period of 10 days of reporting the fault.

Article 9

SERVICES IN CASE OF FORCE MAJEURE OR NATURAL DISASTERS

Any urgent work in order to eliminate faults in case of force majeure (e.g. lightning etc.) or natural disasters shall be classified among extraordinary services. Prior to the commencement of work, the Contracting Authority and the Contractor shall agree on the period in which the fault has to be eliminated. The Contracting Authority shall decide whether the above is acceptable.

Article 10

WORKING TIME

The Contracting Authority and the Contractor shall agree that working time is from 8 a.m. to 4 p.m. from Monday to Friday, save Saturdays, Sundays and public holidays. The Contractor hereby guarantees to the Contracting Authority to be available for engineering servicing so that the activity will start not later than 48 hours of the receipt of the notice that a failure has occurred, by reconstruction of the problem at the Contractor's location or via remote access or directly at the location of the failure.

Article 11

PROVISION OF SERVICES

The Contractor shall provide regular services in planned periods laid down in this Contract.

Article 12

The Contractor shall be obliged to provide extraordinary engineering services at the request of the Contracting Authority who must state the following:

- name and surname of the person who called the Contractor;
- description of the disturbance and circumstances which resulted in the call.

When an extraordinary engineering service has been provided, the Contracting Authority's authorised person acknowledges the work order, which must include the description of the scope of work. Extraordinary engineering services shall be accounted for in accordance with the actual number of days of presence. The Contractor shall be obliged to inform the Contracting Authority's authorised person about the exact time of arrival to the site.

Article 13

OBLIGATIONS OF CONTRACTING PARTIES

The Contractor shall be obliged to:

- carry out the assumed obligations with due diligence, in a diligent and quality way, timely and in accordance with the Contracting Authority's requirements and scope of activities set out in the Contract, in accordance with the applicable law and all regulations in the Republic of Slovenia concerning the subject of the Contract;
- promptly inform the Contracting Authority about any problems or circumstances that have emerged and could affect the timely performance of the assumed obligations;
- safeguard business secrecy of the Contracting Authority's and its partners' data and information as well as the secrecy of all technical bases, technological procedures and other information;
- be entirely responsible for the quality performance of the subject of the Contract and respecting the agreed periods for the performance of the subject of the Contract, irrespective of whether the services are provided by the Contractor or subcontractors;
- cooperate with the Contracting Authority and its representative to provide the services in a timely and mutually satisfactory manner;
- assume responsibility for any faults or deficiencies in the supply of the subject of the public contract established after the acceptance;
- assume responsibility for any damage that may be caused due to faults or deficiencies in the supply of the subject of the public contract or as its consequence;
- maintain the confidentiality of the Contracting Authority's and its partners' business data and information, as well as all technical documentation, technological procedures and other information;
- submit, within 15 days of the Contracting Authority's request, consent for a background check pursuant to Article 17 of the Critical Infrastructure Act (Official Gazette of RS, No. 75/17, 189/21 - ZDU-1M, 102/24 - ZKI-1)) for persons who will be authorised for direct or remote access to the Contracting Authority's premises, information or control systems;
- immediately notify the Contracting Authority's representative in the event of detecting a cybersecurity incident on its side and provide the relevant information;
- use two-factor authentication when accessing the Contracting Authority's environment. The two-factor authentication system shall be provided by the Contracting Authority;
- protect the Contracting Authority's network against threats from external networks by using equipment that provides the highest possible level of protection against malicious software and external intrusions into systems, services and data;
- provide all information relevant to ensuring the security of systems, services and information required for the performance of the services upon the Contracting Authority's written request;
- allow the Contracting Authority the right to conduct audits of the Contractor (the Contracting Authority reserves the right to verify the level of security provided by the Contractor by performing security assessments of the Contractor's information systems).

The Contracting Authority shall be obliged to:

- cooperate with the Contractor so that the services are provided in a timely and mutually satisfactory manner;
- promptly inform the Contractor about any problems or circumstances that have emerged and could affect the performance of the services.

General:

- the Contracting Parties shall agree on any amendments of the agreed scope of services or amendments to the agreed technical conditions in writing exclusively;
- in the case of technical support provided through remote systems, the Contracting Authority shall record all activities performed within its environment in such a way that the Contractor may access the Contracting Authority's environment exclusively through the PAM system, to which the Contractor expressly agrees.

Article 14

ANTI-CORRUPTION CLAUSE

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

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

Article 15

HUMAN RIGHTS PROTECTION CLAUSE

The Contracting Parties undertake that during the term of the contractual relationship; they will respect human rights and fundamental freedoms applicable to the Contracting Parties and their Subcontractors at the time of concluding this Contract. The minimum scope of human rights and fundamental freedoms to be respected shall be in accordance with the objectives and principles of the United Nations, as set out in the Universal Declaration of Human Rights and the Convention on the Rights of the Child, adopted and proclaimed by the UN General Assembly, as well as in the Declaration of the International Labour Organization on Fundamental Principles and Rights at Work. The Contracting Parties also undertake to comply with environmental legislation in all countries in which they operate.

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

Article 16

PROVISIONS REGARDING SUBCONTRACTORS

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

- during the performance of the Contracting Authority's public contract, the Contractor shall inform the Contracting Authority of any changes to Subcontractors and provide information on new Subcontractors he intends to subsequently include in the implementation, within five (5) days after the change, at the latest;
- in the case of inclusion new Subcontractors, he shall provide the Contracting Authority with the notification, as well as documents from the paragraph 2 of Article 94 of the ZJN-3 for each new Subcontractor;
- if the direct payment to the Subcontractor is not compulsory, the Contractor send a written statement and a written declaration of the Subcontractor no later than sixty (60) days after the payment of the final invoice or interim invoice that the Subcontractor received payment for the performed works directly related to the subject of the Contract;
- in the case of performance of the Contract with the Subcontractor, which requires direct payment, authorize the Contracting Authority in the contract to directly pay the Subcontractor based on the confirmed invoice or situation by the Contractor;
- in the case of performance of the Contract with the Subcontractor, which requires direct payment, the Subcontractor shall provide his consensus, based on which the Contracting Authority settles the Subcontractor's claim to the Contractor directly instead of the Contractor;
- in the case of performance of the Contract with the Subcontractor, which require a direct payment, the Contractor attached to his invoice or situation and statement an invoice or statement of the Subcontractor, which he will confirm beforehand.

Article 17

CONTRACT VALUE

Total contract value under this Contract shall amount to not more than: EUR _____ (in words: _____ euros 00/100) excluding VAT.

The Contracting Authority shall reserve the right not to award the total contract value or part of it.

The Contractor shall issue an invoice consisting of the following:

- Quarterly maintenance, consisting of the payment for regular services and accounted for in accordance with the extent of the maintained equipment. The quarterly maintenance is specified pursuant to the Contractor's tender No. _____ of _____ and amounts to EUR _____/quarter;
- Value of the Contractor's working day (8 hours) carried out at the Contracting Authority's location, specified pursuant to the Contractor's tender No. _____ of _____ amounts to EUR _____ and constitutes payment for extraordinary engineering services. This price includes the travel, accommodation and administrative costs.
- Value of the Contractor's working day (8 hours) carried out at the Contractor's location, specified pursuant to the Contractor's tender No. _____ of _____ amounts to EUR _____ and constitutes payment for extraordinary engineering services.

Article 18

PAYMENT

The Contractor will issue quarterly invoices for regular maintenance and extraordinary engineering services provided, not later than within 8 days of the end of each quarter.

The Contracting Authority shall pay the invoices to the Contractor within 30 days after receiving the invoice to the Contractor's current account No. _____, open at the bank _____.

In case the Contracting Authority does not entirely agree with the issued invoice, the undisputable amount must be paid within the above period; regarding the amount at issue, an objection in writing must be sent to the Contractor within 14 days of the receipt of the invoice. In case the Contractor does not receive the Contracting Authority's objection in writing indicating the reasons for the objection within the agreed period, the invoice shall be considered as fully acknowledged.

If the Contractor issues invoices and accompanying documents in electronic form in e-style (xml and pdf files), he will inform the Contracting Authority about this at the same time as signing the contract and receive consent to send e-invoices for signature.

Upon prior request from the Contractor, the Contracting Authority may approve early payment of the invoice before it is due for services already performed and after receiving a credit note from the Contractor in the amount of 0.02 % for each day of payment before the due date, make an early payment to the Contractor's account.

Article 19

LIQUIDATED DAMAGES

In case the periods for the provision of regular and extraordinary engineering services are not met, liquidated damages shall amount to 0.5% of quarterly maintenance for each day of the delay, however, not more than 15% of the value of quarterly maintenance or charged service.

The Contracting Authority shall have the right to claim the liquidated damages at the payment of the invoice even though the Contractor has not been warned or informed thereof in writing.

Article 20

FORCE MAJEURE

Events considered force majeure shall be all unforeseeable events that are not attributable to the fault of Contracting Parties and that prevent the timely implementation of contractual obligations, as well as being recognized as force majeure by the Obligations Code (Official Gazette of the Republic of Slovenia, No. 97/07 - official consolidated text, 64/16 - Constitutional Court Decision, 20/18; hereinafter: OZ).

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

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

Article 21

ENVIRONMENT PROTECTION

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

Article 22

REPRESENTATIVES OF CONTRACTING PARTIES

The Contracting Authority's representative under this contract is:

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

The Contractor's representative under this contract is:

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

The Contracting Authority's representative shall cooperate with the representative of the Contractor during the entire validity of the Contract and provide all information the Contracting Authority is obliged to provide under the obligations laid down in this Contract.

The Contractor's representative shall be obliged to cooperate with the authorised representative of the Contracting Authority during the entire validity of the Contract.

The Contracting Parties shall be obliged to inform each other about any changes regarding their respective responsible representatives in writing within 14 days of the occurrence of the change.

Article 23

OTHER PROVISIONS

The Contracting Parties hereby agree that the conditions under this Contract refer to the maintenance of the software for which the general warranty period has expired. For new parts of the software or upgrade and Service packs(s) built in during the update, the warranty period of 12 months granted by the manufacturer shall be claimed.

The Contracting Authority shall be obliged not to allow third parties any interference and to allow the Contractor, subject to safety regulations, unobstructed access to maintained software.

The Contracting Parties hereby agree that the Contractor shall be obliged to carry out emergency repair (system functionality) within three working days and eliminate the failure within ten working days of the beginning of eliminating the fault. If the Contractor fails to do that, he shall be obliged to provide the user with replacement equipment free of charge, available until the repair has been completed. This provision shall apply to the entire validity of the Contract.

Article 24

Either Contracting Party shall have the right to withdraw from this Contract, whereby the Contractor shall indicate the reasons for such withdrawal. The Contract may be terminated subject to four months' notice. The Contracting Parties hereby agree that they may not withdraw from the Contract in the last four months of its validity. The withdrawal must be filed in writing.

Article 25

PROTECTION OF CONFIDENTIAL BUSINESS DATA

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 **Error! Reference source not found.** 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 based on 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 modern level of state-of-the-art- 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;
- consider, 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 26

DISPUTES

Any disputes which may arise from this Contract and the Contracting Parties' representatives are not able to solve amicably, shall fall within the jurisdiction of Ljubljana District Court. The Contracting Parties hereby agree to apply the Code of

Obligations (Official Gazette of the RS, No. 64/16 - odl. US, 20/18; hereinafter referred to as OZ) to the interpretation of individual provisions of this Contract.

Article 27

FINAL PROVISIONS

The Contract is concluded in electronic form and is digitally signed by the responsible persons of both parties. The electronic version of the Contract has the validity of the original. In the case of signing the Contract in writing, the Contract is drawn up in two identical copies, each having the validity of the original. In this case, each Contracting Party shall receive one copy of the Contract. Any amendments to this Contract shall be valid only in writing. The Contract is concluded on the day of signing by representatives of both contractual parties.

This Contract shall be valid for four years from the date 26th October 2026 or shall be valid up to the use of resources in the total contract value provided the contract value complies with PLINOVODI d. o. o. financial plans for 2027, 2028, 2029 and 2030.

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

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

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

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

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

In _____, on _____

Contractor:

Manager:

In Ljubljana, on _____

Contracting Authority:

PLINOVODI d.o.o.

General Manager:

mag. Matija Bitenc

Member of the management board:

Aleš Gruden

APPENDIX 14 (will be submitted in the second phase after recognition of capability)

TENDER

TENDER REFERENCE: _____

1. Tender price

No.	Service description	UM	Quantity	Price/UM	Price for 4 years
<u>Regular maintenance services:</u>					
1.	• Technical assistance for users • Software updating • Provision of the correct functionality of the maintained system	year	4	_____ EUR	_____ EUR
<u>Extraordinary engineering services (on request):</u>					
2.	• Value of the Tenderer's working day (8 hours) carried out at the Contracting Authority's location and constituting the service in (1) one day/year except in the first year (totally 2 working days in four years). This value includes travel expenses, accommodation costs and administrative costs.	day	2	_____ EUR	_____ EUR
3.	• Value of the Tenderer's working day (8 hours) carried out at the Tenderer's location and constituting the service in (1) one day/year except in the first year (totally 1 working day in four years).	day	1	_____ EUR	_____ EUR
Total value of regular maintenance and extraordinary engineering services for the period of 4 years:					_____ EUR

2. Note:

- All prices are fixed during the validity of the contract and without VAT.
- The Tenderer must provide offer for all the items in the Tender form.

3. Payment period shall be _____ days (not shorter than 30 days of the date of receiving the invoice).

4. Tender shall be valid for the period of _____ days (not shorter than 90 days of the closing date for the submission of tenders).

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

(Signature of the Tenderer)

