Tender documentation for award of the following public contract:

**Capacity booking platform service for the period from 1st October 2018 to 31st December 2020**

by negotiated procedure with publication of a contract notice

Public Procurement Number: P/JN/01/2018/PD-ES

March 2018
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1. INVITATION TO TENDER AND INSTRUCTIONS FOR TENDERING

In accordance with the provisions of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/2015, hereinafter referred to as: the "ZJN-3"), the company PLINOVDI 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 Tenderer may be a legal or natural person registered for performing an activity that is the subject of the public procurement and who fulfils all the conditions for the performance of a public procurement. The Tenderer may also be a consortium of legal or natural persons who together fulfil the conditions for the performance of a public procurement.

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

2. GENERAL

2.1 Contracting Authority

<table>
<thead>
<tr>
<th>Company</th>
<th>PLINOVDI, Družba za upravljanje s prenosnim sistemom, d.o.o.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short name</td>
<td>PLINOVDI d.o.o.</td>
</tr>
<tr>
<td>Company address</td>
<td>Cesta Ljubljanske brigade 11b, p.p. 3720, 1001 Ljubljana, Slovenia</td>
</tr>
<tr>
<td>Company registration number</td>
<td>1954288000</td>
</tr>
<tr>
<td>VAT ID number</td>
<td>SI31378285</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>COMPANY OR TITLE OF THE TENDERER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Registration number:</td>
</tr>
<tr>
<td>VAT ID number:</td>
</tr>
<tr>
<td>Current account number; open at [Bank's name]:</td>
</tr>
<tr>
<td>Telephone:</td>
</tr>
<tr>
<td>E-mail address:</td>
</tr>
<tr>
<td>Mobile phone:</td>
</tr>
<tr>
<td>Responsible representative of the Contract:</td>
</tr>
<tr>
<td>Person authorised for signing of the Contract:</td>
</tr>
</tbody>
</table>

Done in [place] ______________, on [date] ______________ (Signature and stamp of the Tenderer)
2.3 The subject of public procurement is capacity booking platform service for the period from 1st October 2018 to 31st December 2020.

In accordance with the valid legislation, the transmission system operator shall, by means of web based booking platform, allocate transmission capacities at interconnection points. The subject of the public procurement is provision/assurance of a working web based booking platform service in accordance with the Commission regulation (EU) No 459/2017 (hereinafter referred to as: the “Regulation”) and execution of auctions of transmission capacities for the period from 1st October 2018 to 31st December 2020 for all interconnection points of the Contracting Authority.


The final deadline for payment is 30 calendar days from the official receipt of the Invoice.

The Tender must remain valid for at least additional 120 calendar days from the day, which has been determined as the day for submission of Tenders.

2.4 The Contracting Authority will evaluate the received Tenders in accordance with the criteria set out in this Tender documentation.

2.5 Public procurement procedure: The Contracting Authority shall award contract by negotiated procedure with prior publication of a contract notice in accordance with Article 45 of the ZJN-3. The Contracting Authority shall consider the Tenders received as applications for participation in the public procurement procedure. Upon review of the received Tenders, the Contracting Authority will invite to negotiations those Tenderers who will fulfil all the conditions for participation in the public procurement procedure and whose Tenders will comply with the requirements and conditions set out in the documentation relating to the public procurement. The Contracting Authority shall evaluate the Tenders after the price negotiations.

The minimum requirements in the award criteria cannot be negotiated. During the negotiations, the Contracting Authority will ensure equal treatment of all Tenderers and will not provide information discriminatory, which would result in some Tenderers taking precedence over others.

Negotiations about the price will be performed in writing with all the Tenderers at the same time via enveloping. The envelopes shall be marked with the name of the Tenderer, empty Tender forms shall be inserted in the envelope and handed over to the representatives of the Tenderers. When the representatives of Tenderers complete the Tender forms and insert them into envelopes, these envelopes are then opened in the presence of all the representatives of Tenderers and the final Tender values are read out loud. As a rule, the Contracting Authority will perform one round of negotiations. In case the Contracting Authority will perform several rounds of negotiations, it will inform the Tenderers of the last round of negotiations and set a total deadline for the submission of any new or modified Tenders.

The Contracting Authority shall invite to further negotiations the Tenderer who will offer the lowest total price. Further negotiations will concern the preparation of the final version of the Contract. In the Appendix 13, the Contracting Authority is indicating a draft contract, which is an integral part of the Tender documentation and which shall also be an integral part of the final version of the concluded contract. The final version of the contract shall be determined and agreed upon by the Contracting Authority and favourable Tenderer by means of negotiation. All essential requirements of the Contracting Authority will have to be taken into account. The Tenderer must submit to the Appendix 13 a proposal of the contract, which shall be the subject of the negotiation and which must include at least the content of articles listed in the Appendix 13.

If only one Tenderer submitted his Tender, the Contracting Authority reserves the right to perform the negotiations verbally or in writing (in the form of enveloping, via electronic communication or with a call for improvement of the Tender), all in several rounds of negotiations until the most favourable value is reached for the Contracting Authority.

Prior to negotiations, a representative of the Tenderer must submit to the commission an Authority that he can participate in the negotiations, that he can negotiate in the name of the Tenderer about all elements of the Tender, and sign the Tenders prepared by negotiations in written form.

The Contracting Authority will determine the date of negotiations after reviewing the Tenders.

2.6 The deadline for submission of Tenders is 4/4/2018, by 10:00 am. If the Tender is not submitted by the deadline set for the submission of Tenders, it shall be deemed that it was submitted too late. The Contracting Authority shall, following the completed procedure of opening of Tenders, return such a Tender unopened to the Tenderer with an indication that the Tender was not submitted in time.

2.7 The Tender shall be submitted in a sealed envelope at the address of the Contracting Authority. For detailed instructions see APPENDIX 14.

2.8 Tenderers may request additional clarifications in relation to the Tender documentation in writing, but not later than 9 (nine) days prior to the deadline for the submission of Tenders. The Contracting Authority shall publish a written reply via the Public Procurement Portal at their earliest convenience, however, at the latest 6 (six) days prior to the deadline for the submission of Tenders. The Contracting Authority shall answer only questions, which have been submitted in due time. Considered shall only be those requests for additional clarifications, which will be forwarded to the Contracting Authority via the Public Procurement Portal.
Tenderers will not receive any personal notices on clarifications, amendments and modifications of the Tender documentation. The Tenderers are themselves responsible for monitoring the Public Procurement Portal via www.enarocanje.si, where the Contracting Authority will publish answers to questions and additional clarifications.

2.9 Public opening of Tenders shall take place on 4/4/2018, at 12:00 pm, at the address of the Contracting Authority. Prior to the start of Public Opening of Tenders, attending representatives of Tenderers shall submit to the Commission a written authorisation for participation in the Public Opening of Tenders. If the Contracting Authority does not deliver the minutes on the opening of Tenders to the authorised representatives of the Tenderer at the opening of Tenders, it will forward it to all Tenderers no later than within 5 working days.

2.10 The Contracting Authority shall invite to the conclusion of the contract the Tenderer with the most favourable Tender according to the criteria.
3. CRITERION

The selection criterion is the most economically favourable Tender (first paragraph of Article 84 of the ZJN-3). The most economically favourable Tender is the one offering the lowest total value in the Tender Form (APPENDIX 11).

4. CONDITIONS

This Tender documentation shall be duly filled, appended with all required documents, perforated and bound with a notary string, which must be tied and sealed in a manner, which enables the examination of the Tender documentation without untying of the string. The Tender must include all listed evidence and documents. The complete Tender documentation must also be accompanied by a photocopy of the complete Tender documentation, which is identical and identically stacked as the original or scanned in a pdf format on a USB stick.

4.1 The Tenderer must duly complete, stamp and sign 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 has to be registered or meet the conditions for carrying out the activity which is the subject of the public procurement.

Other grounds for exclusion are listed in the ESPD form. The ESPD form is available at the Contracting Authority's website under the subject publication. The Tenderer must open the form and save it (file, save as). It then imports and completes it via the https://ec.europa.eu/tools/espd/ website, signs it, and encloses it to the submitted Tender.

The Tenderer shall duly complete, stamp and sign the statement to establish that they fulfil the required condition and submit the completed ESPD form. (APPENDIX 1)

4.3 In accordance with Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, Nos. 45/2010, 26/2011, 30/2011; 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 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 nullity of the Contract. (APPENDIX 2)

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

4.4 Technical conditions and references:

4.4.1 The Tenderer has to stamp and sign a statement on acceptance of content requirements arising from Commission Regulation (EU) No 459/2017 (hereinafter referred to as: the “Regulation”) and Energy Act of the Republic of Slovenia EZ-1, as well as other requirements of the Contracting Authority. (APPENDIX 3)

Proof:
- A statement, made under criminal and pecuniary liability, on the fulfilment of the stated conditions.

4.4.2 The Tenderer must meet the following additional technical requirements: (APPENDIX 4)

4.4.2.1 The Tenderer needs to have appropriate maintenance service department in its organisation for the offered capacity booking platform and has to offer technical support to the Contracting Authority in the 24/7/365 regime.

4.4.2.2 When transferring data, the Tenderer must provide standard communication procedures using web technologies and an adequate level of information security:
- For user authentication, digital certificates (desirable) or username and password (minimum requirement) should be used;
- The Tenderer must ensure the exchange of encrypted information with the help of standard protocols (HTTPS or SSL) for communication with the information system of the Contracting Authority.

4.4.2.3 In all cases where the complete implementation of the use of the online platform requires the establishment of connections, the creation of interfaces or other additions to the existing systems of the Contracting Authority, the Tenderer undertakes to ensure the execution of all such works and services. All the works will be provided by the Tenderer in a timely manner and at their own expense so that testing of the complete implementation can be performed at least two months before the start of the online platform service.

Proof:
- A statement, made under criminal and pecuniary liability, on the fulfilment of the stated conditions,
- Submitting a more detailed description of the technical solution for point 4.4.2.2.

4.4.3 The Tenderer needs to possess appropriate IT environment (development, test and production environments) for the offered capacity booking platform. (APPENDIX 5)
4.4.4 The Tenderer has to provide a working web-based capacity booking platform for capacity allocation on transmission system in the EU which operates in accordance with the Regulation. **(APPENDIX 6)**

**Proof:**
- Indicating the references of a working web-based capacity booking platform for capacity allocation on transmission system with a list of at least five (5) EU Transmission System Operators (TSOs) using the services of the offered platform.

4.4.5 In compliance with the Regulation, the Tenderer has to provide a functioning solution for bundled capacities on those interconnection points of the Slovenian transmission system for which adjacent TSOs have already implemented a capacity booking platform. The solution must operate in accordance with the Regulation and must provide at least the following functionalities: **(APPENDIX 7)**

- Ensuring the assignment of bundled capacities on a certain interconnection point with the adjacent transmission system operator,
- The allocation of transmission capacity products in accordance with the Regulation (annual, quarterly, monthly, day-ahead and intra-day),
- The allocation of transmission capacities should be performed on the basis of algorithms for the allocation of transmission capacities in accordance with the Regulation,
- The capacity booking platform must allow the setting of credit limits for the lease of transmission capacities,
- In the case of transmission capacity booking, the capacity booking platform must enable the defining of the balance group,
- Functionality for performing transactions with transmission capacities on the secondary market,
- Functionality for the allocation of the incremental capacity in accordance with the Regulation,
- Easy and transparent administration of products and auctions.

**Proof:**
- A declaration under criminal and pecuniary liability that the Tenderer provides a functioning solution for bundled capacities on those interconnection points of the Slovenian transmission system on which adjacent TSOs have already implemented the capacity booking platform, in accordance with the Regulation. At least two (2) working references, showing the bundled capacities allocation possibility for Murfeld/Ceršak, Gorizia/Sempeter, and Rogatec interconnection points, must be stated. The reference should show the integrated operation of the Tenderer’s solution and that reservation platform, which is used by an adjacent operator on a certain interconnection point of the Slovenian transmission system (Murfeld/Ceršak, Gorizia/Sempeter or Rogatec).

4.5 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 services 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 execution 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,
- Submit completed ESPD forms of these Subcontractors in accordance with Article 79 of the ZJN-3.

During the performance of the public contract, the Main Contractor must inform the Contracting Authority of any changes in the information referred to in the preceding paragraph and send information on the 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 three indents of the previous paragraph.

The Contracting Authority will reject every Subcontractor if there are grounds for their exclusion from point 4.2 of this Tender documentation. The Contracting Authority may reject a proposal for replacement of a Subcontractor or the inclusion of a new Subcontractor even if this could affect the smooth execution or completion of works and if the new Subcontractor does not fulfil the conditions set by the Contracting Authority in the documentation relating to the public procurement. The Contracting Authority must 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 a direct payment, it is considered that the direct payment to the Subcontractor is mandatory in accordance with the ZJN-3, and the obligation is binding on the Contracting Authority and the Main Contractor.

In the case the Tenderer intends to execute the Public Procurement with a subcontractor that requires a direct payment, he must perform the following:
- the Main Contractor shall authorise the Contracting Authority by a Contract, so that, based on an approved invoice or interim invoice, the Contracting Authority shall directly pay the Subcontractor,
• The Subcontractor shall submit a consent on the basis of which the Contracting Authority shall settle the subcontractor's claim to the Tenderer on behalf of the Tenderer.

• Together with its invoice or interim invoice, the Main Contractor must also submit the previously approved invoices or interim invoices of Subcontractors.

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

The Tenderer must duly complete, stamp and sign the statement indicating that he fulfills the required conditions. (APPENDIX 8)

When a Tenderer intends to carry out a Public Procurement with Subcontractors, the data provided under this item represents a mandatory part of the Contract.

If the Tenderer shall not perform the contractual work with Subcontractors, he does not need to submit APPENDIX 8.

4.6 If a group of Tenderers submits a joint Tender, this group of Contractors must also submit a legal act on joint execution of the Procurement (APPENDIX 9), 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. Legal entities shall list the names of persons, who shall be responsible for the execution of the concerned Procurement.

Legal entities shall list the names of persons, who shall be responsible for the execution of the concerned Procurement. The act on joint execution 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 execution of works in accordance with the Contract, including payments. A copy of the act on joint execution 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 in 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 of this Tender documentation, while other conditions may be fulfilled jointly.

4.7 The Tenderer must complete, stamp and sign a statement that he will not share any part of Contracting Authority's information technology systems, equipment and security access systems with any Contracting Authority's vertically integrated companies (Plinhold d.o.o., Slovenski državni holding, d.d.) and that when providing services for the Contracting Authority, he shall not use same consultants or outside contractors for information technology systems, equipment and security access systems as the vertically integrated company uses. (APPENDIX 10)

In case the Tenderer, due to specific nature of Procurement, cannot fulfil the required terms from the Appendix 10 he must submit a signed and stamped statement with reasons for failure to meet the required terms. With a written statement under criminal and pecuniary liability, the Tenderer must oblige himself not to use the same consultants, outside contractors or personnel for information technology equipment or systems and security access systems as the vertically integrated companies use.

4.8 The Tenderer must duly complete, stamp and sign the Tender form. (APPENDIX 11)

4.9 The Tenderer must submit a stamped and signed statement indicating that he accepts the conditions set out in the Tender documentation. (APPENDIX 12)

4.10 The Tenderer must submit to the Appendix 13 a proposal of the contract, which shall be the subject of the negotiation and which must include at least the content of articles listed in the Appendix. (APPENDIX 13)

4.11 Application form. (APPENDIX 14)

All the above conditions are mandatory, if the Tender does not fulfill one or more conditions, screening elements become mandatory.
5. OTHER

5.1 The Contracting Authority may at any time until the deadline for the submission of Tenders terminate the public procurement procedure. At all stages of the procedure, the Contracting Authority may reject all Tenders after the deadline for the opening of Tenders. If the Contracting Authority rejects all Tenders, they will inform the Tenderers about reasons for such a decision and whether a new procedure will be initiated. The Contracting Authority shall suspend the public procurement procedure or reject all Tenders without any liability for damages to Tenderers. 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. 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 Tenderers in writing of its decision and the reasons why it withdraws from the execution of the Public Procurement.

5.4 The prices must include all elements, from which they are composed (tendered services; salaries and other costs of work, possible overtime work, work on public holidays or non-working days, possible fees, taxes, transport, insurance, inflation expectancy).

5.5 The Tender and Tender documentation must be submitted in the Slovenian or in the English language. The Tender price must be indicated in EURO (€).

5.6 The Tenderer may obtain the Tender documentation at the Contracting Authority's webpage. The Tender documentation is available until the deadline set for the submission of Tenders. The Tender documentation is available in Slovene and English language. In case of differences in translation the Slovene version is binding.

5.7 The Tenderers, who with the participation in the procedure or execution of contractual obligation gain access to confidential data, undertake to safeguard such data in accordance with the 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, the services or the construction 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 With regard to conditions relating to economic and financial standing, as well as technical and professional capacity, the Tenderer may use the capacities of other entities, where appropriate, regardless of the legal relationship between him and those entities. However, with regard to the conditions relating to the education and professional qualifications of the service provider and company executives and conditions relating to relevant professional experience, an economic operator may only use the capacities of other entities if the latter performs the services for which those facilities are required. If the Tenderer wishes to use the capacities of other entities, he must prove to the Contracting Authority that he will have the necessary resources, for example by providing the assurances of these entities for this purpose.

5.9 If the information or documentation required from the Tenderers 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 Tenderers submit the missing documents within the relevant deadline or supplement, correct or clarify 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 applies also 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 contractual 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 execution 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 contractual party or its representative or agent.

The contract shall also cease to apply if the Contracting Authority is aware that the competent state authority or the court has found a violation of labour, environmental or social legislation by a Contractor in the execution of a Public Procurement or its subcontract by a final decision.

5.11 The legal protection of Tenderers, the Contracting Authority and the public interest in the procedure for the Public Procurement is regulated in accordance with Article 1 of the Legal Protection in Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia, Nos. 43/2011, 60/2011 - ZTP-D, 63/2013, 90/2014 and 60/2017, hereinafter referred to as: the “ZPVPJN”).

A request for an audit may be submitted by any individual, who has or had an interest in being awarded the Public Procurement and has or could have suffered loss with the alleged violation, and by a public interest advocate.

A request for an audit, relating to the contents of the publication and/or Tender documentation, shall, except in the case of Paragraph 4 of Article 25 of ZPVPJN, be filed within 8 (eight) working days from the day of publication of the notice on Public Procurement, but not after the deadline for submission of Tenders.

Following the decision on the award of the Public Procurement, the deadline for filing of the request for audit is 8 (eight) working days from the receipt of this decision.

A request for an audit shall be filed in writing directly with the Contracting Authority, by registered mail or by registered mail with return receipt. The applicant must simultaneously submit a copy of the request for an audit to the ministry responsible for public procurement.

In the request for an audit, the applicant shall state:
- Name and title of person/entity filing the request and its contact person,
- Contracting Authority's name,
- Reference (number) of the Public Procurement or of the decision on the award or outcome of the Public Procurement,
- Subject of the Public Procurement,
- Alleged violations,
- Facts and evidence, which prove the violations,
- If the particular procedure of the Public Procurement includes co-financing with European funds and from which fund, and submit an authorisation for representation in the pre-audit and audit procedure, if the applicant acts via a representative, and a receipt for payment of tax in accordance Article 71 of ZPVPJN.

5.12 The Contracting Authority shall execute the Public Procurement in a manner, which adheres to the principle 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 principle of economy, efficiency, success, 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, 2/3/2018

Contracting Authority
PLINOVODI d.o.o.

General Manager
Marjan Eberlinc

Deputy General Manager
M.Sc. Sarah Jezernik
APPENDIX 1

STATEMENT ON MEETING THE CONDITIONS

We hereby declare under criminal and pecuniary liability that we are registered and meet all conditions required for the pursuit of the activity which is the subject of the Public Procurement.

Other grounds for exclusion are listed in the ESPD form. The ESPD form is available at the Contracting Authority’s website under the subject publication. The Tenderer must open the form and save it (file, save as). It then imports and completes it via the https://ec.europa.eu/tools/espd/ website, signs it, and encloses it to the submitted Tender.

In the case of a partner and / or subcontracting Tender, ANNEX 1 of the Tender documentation must be completed, printed, signed and enclosed, together with the completed ESPD form for each partner or subcontractor. The ESPD form is available at the Contracting Authority’s website.

We agree that the Contracting Authority may, at any time, request the competent state authorities for the confirmation of the information contained in the Tender documentation for the purpose of the execution of the Public Procurement, and that it may obtain appropriate evidence from the official records proving the fulfilment of the conditions set forth in the Tender documentation on the Tenderer’s behalf. In the event of a request from the Contracting Authority, we undertake to submit additional authorisations for the verification of data from official records.

Done in [place] ______________, on [date] ______________ (Signature and stamp 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:

<table>
<thead>
<tr>
<th>No</th>
<th>Name</th>
<th>Headquarters</th>
<th>Ownership share in %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>No</th>
<th>Name and surname</th>
<th>Permanent address</th>
<th>Ownership share in %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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<td>...</td>
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<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>No</th>
<th>Name</th>
<th>Headquarters</th>
<th>Registration number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
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<td></td>
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<tr>
<td>3.</td>
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<td>4.</td>
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<tr>
<td>...</td>
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<td></td>
</tr>
</tbody>
</table>

In the case of a partner and / or subcontracting Tender, ANNEX 2 of the Tender documentation must be completed, printed, signed and enclosed for each partner or subcontractor.

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

Done in [place] ______________, on [date] ________________  _________________________ (Signature and stamp of the Tenderer)
APPENDIX 3

STATEMENT ON MEETING THE CONDITIONS

1. The Tenderer has to offer its services in compliance with Commission Regulation (EU) No 459/2017 (hereinafter referred to as: the "Regulation") and the Energy Act of the Republic of Slovenia EZ-1, among other things:

1.1 Auction algorithms.

The offered solution has to include algorithms entirely in compliance with the Regulation. Basically there are two types of algorithms:
- An ascending clock auction algorithm, with multiple bidding rounds;
- A uniform-price auction algorithm, with a single bidding round.

1.2 Bundled capacities.

The offered solution has to include functionalities which will provide adjacent TSOs to jointly offer standard bundled capacity products on a certain interconnection point and other joint services.

1.3 Interruptible capacities.

The offered solution has to include all functionalities in compliance with the Regulation which will enable standard interruptible capacity products bidding.

1.4 Transactions on the secondary market.

The service offered must enable the performance of transactions with capacity on the secondary market.

2. Other conditions:

2.1 The Tenderer has to possess suitable knowledge and personnel to prepare user documentation and organise training for users of capacity booking platform.

2.2 The Tenderer must offer a service that provides the Contracting Authority as a natural gas transmission system operator to protect the confidentiality of commercially sensitive information obtained during the performance of his business activity and using the service provided, and prevents discriminatory disclosure of commercially useful information about his activity.

We hereby declare under criminal and pecuniary liability that we accept the substantive requirements arising from Commission Regulation (EU) No. 459/2017 and the Energy Act EZ-1, as well as other requirements of the Contracting Authority, which are listed in ANNEX 3 of the Tender documentation.

Done in [place] _____________, on [date] _______________ __________________ (Signature and stamp of the Tenderer)
APPENDIX 4

STATEMENT ON MEETING THE CONDITIONS

1.1 The Tenderer needs to have appropriate maintenance service department in its organisation for the offered capacity booking platform and has to offer technical support to the Contracting Authority in the 24/7/365 regime.

1.2 When transferring data, the Tenderer must provide standard communication procedures using web technologies and an adequate level of information security:
   - For user authentication, digital certificates (desirable) or username and password (minimal requirement) should be used;
   - The Tenderer must ensure the exchange of encrypted information with the help of standard protocols (HTTPS or SSL) for communication with the information system of the Contracting Authority.

1.3 In all cases where the complete implementation of the use of the online platform requires the establishment of connections, the creation of interfaces or other additions to the existing systems of the Contracting Authority, the Tenderer undertakes to ensure the execution of all such works and services. All the works will be provided by the Tenderer in a timely manner and at their own expense so that testing of the complete implementation can be performed at least two months before the start of the online platform service.

We hereby declare under criminal and pecuniary liability that we comply with all the conditions set out in points 1.1, 1.2 and 1.3 of this Appendix.

Appendix: The Tenderer has to enclose a more detailed description of the technical solution to this Appendix for point 1.2.

Done in [place] ______________, on [date] ______________  (Signature and stamp of the Tenderer)
APPENDIX 5

STATEMENT ON MEETING THE CONDITIONS

The Tenderer needs to possess appropriate IT environment (development, test and production environments) for the offered capacity booking platform.

We hereby declare under criminal and pecuniary liability that we own an appropriate IT environment (development, test and production environments) for the offered capacity booking platform.

Appendix: The Tenderer has to enclose a more detailed description of the offered IT solution architecture to this Appendix supplemented with the principal scheme showing the separate environments for the development and upgrade of the capacity booking platform, test and production.

Done in [place] ________________, on [date] ________________ _______________ (Signature and stamp of the Tenderer)
REFERENCES

The Tenderer has to provide a working web-based capacity booking platform for capacity allocation on the transmission system in the EU which operates in accordance with the Regulation.

The Tenderer has to fill the following reference table with a list of at least five (5) EU Transmission System Operators (TSO) using the services of the offered platform.

<table>
<thead>
<tr>
<th>Sequence number</th>
<th>A transmission system operator in an EU area using an online capacity booking platform for allocating transmission capacity</th>
<th>Contact person for verifying of online transmission capacities allocation platform service</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In case that Contracting Authority subsequently request the submission of proof related to this Appendix, the Tenderer agrees by signing this Appendix to subsequently present eventual demanded proofs of condition fulfilment or to organise the visit / test of the functioning of the web-based capacity booking platform for capacity allocation in the EU area.

Done in [place] ______________, on [date] ______________  (Signature and stamp of the Tenderer)
APPENDIX 7

STATEMENT ON MEETING THE CONDITIONS AND REFERENCES

In compliance with the Regulation, the Tenderer has to provide a functioning solution for bundled capacities on those interconnection points of the Slovenian transmission system for which adjacent TSOs have already implemented the capacity booking platform. The solution must operate in accordance with the Regulation and must provide at least the following functionalities:

- Ensuring the assignment of bundled capacities on a certain interconnection point with the adjacent transmission system operator,
- The allocation of transmission capacity products in accordance with the Regulation (annual, quarterly, monthly, day-ahead and intra-day),
- The allocation of transmission capacities should be performed on the basis of algorithms for the allocation of transmission capacities in accordance with the Regulation,
- The capacity booking platform must allow the setting of credit limits for the lease of transmission capacities,
- In the case of transmission capacity booking, the capacity booking platform must enable the defining of the balance group,
- Functionality for performing transactions with transmission capacities on the secondary market,
- Functionality for the allocation of the incremental capacity in accordance with the Regulation,
- Easy and transparent administration of products and auctions.

We hereby declare under criminal and pecuniary liability that we provide a functioning solution for bundled capacities on those interconnection points of the Slovenian transmission system on which adjacent TSOs have already implemented the capacity booking platform and hereinafter indicate at least two (2) working references, showing the bundled capacities allocation possibility for Murfeld/Ceršak, Gorizia/Šempeter, and Rogatec interconnection points. The reference shows the integrated operation of the Tenderer’s solution and that reservation platform, which is used by an adjacent operator on a certain interconnection point of the Slovenian transmission system (Murfeld/Ceršak, Gorica/Šempeter or Rogatec). If adjacent operators use different platforms at the interconnection points with the Slovenian transmission system, two (2) references for each of the platforms must be given. If the Tenderer’s booking platform is the same as the platform used by the adjacent transmission system operator at the interconnection point with the Slovenian transmission system, two (2) operational references shall be indicated at the EU interconnection points where the bundled facilities are assigned.

<table>
<thead>
<tr>
<th>Sequence number</th>
<th>Interconnection point as reference</th>
<th>Indication of both adjacent TSOs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In case the Contracting Authority subsequently requests the submission of proof related to this Appendix, the Tenderer agrees by signing this Appendix to subsequently present eventual demanded proofs of condition fulfilment or organise the visit / verification of the stated references.

Done in [place] _______________, on [date] _______________ __________________ (Signature and stamp of the Tenderer)
APPENDIX 8

STATEMENT ON SUBCONTRACTORS

If the Tenderer subcontracts a Public Procurement, the Tender must (see the following page):

• Indicate all Subcontractors and any part of the contract which he 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,
• Submit 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 a 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 has received payment for the performed services directly related to the subject of the contract.

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

• We will authorise the Contracting Authority in the contract to pay directly to the Subcontractor on the basis of a confirmed invoice or interim invoice issued by us,
• The Subcontractor shall submit a consent on the basis of which the Contracting Authority shall settle the Subcontractor's claim to 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 conditions set out in point 4.2 of this Tender documentation, while other conditions may be fulfilled jointly. The Tenderer shall indicate all Subcontractors and any part of the contract which he intends to subcontract.

Note: The Tenderer not performing work with Subcontractors does not need to submit Appendix 8 as part of the Tender documentation.

Done in [place] __________, on [date] __________ (Signature and stamp of the Tenderer)
The Tenderer must indicate the Subcontractors he will cooperate with and complete all the required information in the Appendix:

<table>
<thead>
<tr>
<th>Name of the Subcontractor</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Full address</td>
<td></td>
</tr>
<tr>
<td>Tel</td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td></td>
</tr>
<tr>
<td>Legal representative</td>
<td></td>
</tr>
<tr>
<td>IBAN No</td>
<td></td>
</tr>
<tr>
<td>The value of the work to be done by the Subcontractor (in EUR, without VAT)</td>
<td></td>
</tr>
<tr>
<td>Place of performance</td>
<td></td>
</tr>
<tr>
<td>Realisation deadline</td>
<td></td>
</tr>
</tbody>
</table>

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)  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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 and stamp of the Tenderer)

Done in [place] ______________, on [date] ____________  
(Signature and stamp of the Subcontractor)
APPENDIX 9

LEGAL ACT ON JOINT EXECUTION OF A PUBLIC PROCUREMENT

If a group of Tenderers submits a joint tender, this group of Contractors must also submit a legal act on joint execution 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. Legal entities shall list the names of persons, who shall be responsible for the execution of the concerned Procurement.

Legal entities shall list the names of persons, who shall be responsible for the execution of the concerned Procurement. The act on joint execution 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 execution of works in accordance with the Contract, including payments. A copy of the act on joint execution 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 in 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 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 9 as part of the Tender documentation.

Done in [place] _______________, on [date] _______________ (Signature and stamp of the Tenderer)
APPENDIX 10

STATEMENT ON MEETING THE CONDITIONS

The Tenderer must complete, stamp and sign a statement that he will not share any part of Contracting Authority’s information technology systems, equipment and security access systems with any Contracting Authority’s vertically integrated companies (Plinhold d.o.o., Slovenski državni holding, d.d.) and that when providing services for the Contracting Authority, he shall not use same consultants or outside contractors for information technology systems, equipment and security access systems as the vertically integrated company uses. (APPENDIX 10)

In case the Tenderer, due to specific nature of Procurement, cannot fulfil the required terms from the Appendix 10 he must submit a signed and stamped statement with reasons for failure to meet the required terms. With a written statement under criminal and pecuniary liability, the Tenderer must oblige himself not to use the same consultants, outside contractors or personnel for information technology equipment or systems and security access systems as the vertically integrated companies use.

Under criminal and pecuniary liability, we state that when providing services for the Contracting Authority we shall not share information technology systems, equipment and security access systems with any vertically integrated companies and when providing services for the Contracting Authority we shall not use the same consultants or outside contractors for information technology systems, equipment and security access systems as the vertically integrated companies use.

Done in [place] ______________, on [date] ______________ ______________ (Signature and stamp of the Tenderer)
TENDER

TENDER REFERENCE: _____________

Total tender value in EUR excluding VAT for the period from 1st October 2018 to 31st December 2020: _____________.

Notes:
- The Tenderer must provide all positions by the offer.
- All prices must be expressed in EUR without VAT.

The final deadline for payment is 30 calendar days from the receipt of the Invoice.

Validity of the tender: 120 calendar days from the day, which has been determined as the day for submission of Tenders.

Tender value specification:

<table>
<thead>
<tr>
<th>Description</th>
<th>Period</th>
<th>Amount in EUR, without VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Web-based booking platform service</td>
<td>1.10.2018 - 31.12.2018</td>
<td></td>
</tr>
<tr>
<td>Web-based booking platform service</td>
<td>1.1.2020 - 31.12.2020</td>
<td></td>
</tr>
</tbody>
</table>

Done in [place] ________________, on [date] ________________  (Signature and stamp of the Tenderer)
APPENDIX 12

STATEMENT ON ACCEPTING THE CONDITIONS OF THE TENDER DOCUMENTATION

We state that by submitting the Tender, we confirm:

– That we accept the conditions of the Contracting Entity from this Tender documentation in their entirety and without any limitations;
– That upon drawing up the Tender, we reviewed all available Tender documentation;
– That we are fully aware of the scope and complexity of the launched public procurement procedure;
– That we will execute the Public Procurement professionally and in a quality manner according to the rules of the profession, in accordance with the applicable regulations (laws, regulations, standards), if we are selected for the execution of the Public Procurement;
– That we will not claim for compensation, in case we are not selected for execution of this Public Procurement;
– That all obligations toward our Subcontractors were taken into account;
– That we have provided only true and authentic statements

for the award of Procurement by negotiated procedure with prior publication of a contract notice for “Web-based booking platform service for the duration from 1st October 2018 to 31st December 2020”, No. P/JN/01/2018/PD-ES and all conditions defined in the Tender documentation under which we are submitting our Tender. We unanimously agree that these conditions shall, in their entirety, constitute an integral part of the contract which should not be contrary to these conditions.

Done in [place] ______________, on [date] ______________ __________________ (Signature and stamp of the Tenderer)
APPENDIX 13

The Tenderer must submit a draft contract to the Appendix 15, which shall be agreed on the basis of negotiations. In case of differences between the contract and Tender documentation, the conditions of Tender documentations shall prevail. The final version of the contract shall be determined and agreed upon by the Contracting Authority and favourable Tenderer by means of negotiation. All essential requirements of the Contracting Authority will be taken into account. Contractual Parties have both certain rights and obligations (determined in negotiations in accordance with the terms of the Tender documents). The Contractor undertakes to perform services with utmost care.

CONTRACTING AUTHORITY: PLINOVODI d. o. o., Cesta Ljubljanske brigade 11b, 1000 Ljubljana, represented by its General Manager Marjan Eberlinc and Deputy General Manager MSc Sarah Jezernik.
- Registration number: 1954288000
- VAT ID number: SI31378285
hereinafter referred to as: the "Contracting Authority"

and

CONTRACTOR: ___________________________________________, represented by ________________, Director
- Registration number: _________________________
- VAT ID number: ________________________
hereinafter referred to as: the "Contractor"

Article 1

The Contracting Parties initially establish that this Contract is concluded on the basis of the executed public procurement procedure for the web-based booking platform service for the period from 1st October 2018 to 31st December 2020, No. P/JN/01/2018/PD-ES, in which the Contracting Authority selected the Contractor for the execution of the subject of this Contract on the basis of conditions and criteria defined in the Tender documentation as of 2.3.2018 and on the basis of the Contractor's Tender No. ____________________ as of __________________, and the minutes of the negotiations as of ____________________.

Article 2

In accordance with Article 14 of the Integrity and Prevention of Corruption Act (ZIntPK, Official Gazette of RS, Nos. 45/2010, 26/2011 and 69/2011) a Contract, in which any person, on behalf or on account of another Contracting Party, promises, offers or gives to the Contracting Authority or its employees, who have a decisive impact on the selection of the Contractor, any undue advantage with the purpose of:
- the award of the works, or
- the conclusion of the Contract under more favourable conditions, or
- the omission of due supervision over execution of the contractual obligations, or
- any other act or omission, with which the Contracting Authority suffers loss or with which the Contracting Authority or its employees, other contractual party or its representative, or agent gain undue advantage;

is null and void.

Article 3

The Total contractual value in accordance with this Contract amounts maximum to EUR, excluding VAT
(in writing: 00/100 Euros), excluding VAT.
The Contracting Authority reserves the right not to award works in the entire contractual value.

Prices must include all elements, of which they are composed (tendered services; salaries and other costs of work, possible overtime work, work on public holidays or non-working days, possible fees, taxes, transport, insurance, inflation expectancy) and possible discounts.

The final deadline for payment is 30 calendar days from the receipt of the Invoice.

Accounting method ______________________________________________________________________________________.

If at the time of implementation of this Contract the prices for the services that are the subject of this Contract are changed according to the operator's regular price list, so that regular prices are lower than the prices charged under this Contract, the Contractor shall immediately inform the Contracting Authority. As soon as the situation arises, the Contractor begins to charge his services at those prices which are lower for the Contracting Authority.
Article 4

Representative of the Contracting Authority for the execution of services in accordance with this Contract is

- Mr Jošt Strukelj, tel.: +386 158 20 697, e-mail: jost.strukelj@plinovodi.si.

Representative of the Contractor for the execution of services in accordance with this Contract is

- Mr/Mrs ___________________, tel.: ____________________, e-mail: _____________________________.

Article 5

The Contracting Parties agree that all the data and information, which are of 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 commercially sensitive information for any purpose other than the purpose agreed in Article 1 of this Contract,
- To disclose confidential or commercially sensitive information to other persons.

Article 6

In case of disputes from this Contract and representatives of the Contracting Parties would fail to resolve by mutual agreement, it is responsibility of the _______________________________ to act in the administrative procedures. All disputes shall be resolved in ___________________________ language in accordance with ___________________________ legislation.

Article 7

This Contract is signed in 4 (four) copies in ___________________________ language, each of which serves as the original. Each party to the Contract receive 2 (two) copies of the Contract in each language. Any amendments to this Contract shall be valid only in writing.

The Agreement is concluded on the day of signing by representatives of both Contracting Parties. The Contract is valid until 31st December 2020.

The Contracting Authority has the right to terminate the Contract, insofar as the adopted financial plan of the company Plinovodi d.o.o. for the years 2019 and 2020 it will not have sufficient resources provided. In the event of termination, the 30-day notice period shall begin to run from the date of dispatch of the written notice sent by registered mail.

The Contract shall also cease to apply if the Contracting Authority is aware that the competent state authority or the court has found a violation of labour, environmental or social legislation by a Contracting Authority for the execution of the Public Procurement or its Subcontract by a final decision.

Done in [place] ____________, on [date] ___________  In Ljubljana, on [date] ________________

CONTRACTOR:

PLINOVODI d.o.o.

Director: ____________________________

Contracting Authority:

General Manager: ____________________________

Marjan Eberlinc

Deputy General Manager: ____________________________

M.Sc. Sarah Jezernik
APPENDIX 14

APPLICATION FORM

NOTE: The form on the following page shall be duly completed in capital letters and glued to the envelope containing the tender documentation!
DO NOT OPEN – TENDER
CAPACITY BOOKING PLATFORM SERVICE FOR THE PERIOD FROM 1ST OCTOBER 2018 TO 31ST DECEMBER 2020

NO. P/JN/01/2018/PD-ES