**Contracting Entity:**

**JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o.**

Verovškova ulica 62

1000 Ljubljana

**Acting under powers delegated, this public procurement is conducted by:**

**JAVNI HOLDING Ljubljana, d.o.o.**

Verovškova ulica 70

1000 Ljubljana

Number: **JPE-ST-260/20**



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| **PUBLIC TENDER DOCUMENTATION** |

UNDER OPEN PROCEDURE

**Purchase of natural gas**

Ljubljana, November 2020

# INVITATION TO TENDER

JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, 1000 Ljubljana, acting under powers delegated by JAVNI PODJETJE ENERGETIKA LJUBLJANA d.o.o., Verovškova ulica 62, 1000 Ljubljana,

**hereby invites**

all interested parties to submit their tenders in accordance with the requirements of the documentation for the contract award for the:

**Purchase of natural gas**

The contract award documentation (hereinafter also the tender documentation) is specifically defined by the subject of the public procurement, and the conditions and criteria for the selection of the Tenderer to conclude a Framework Agreement.

Sincerely yours!

JAVNI HOLDING Ljubljana, d.o.o.

General Manager

m.p. Zdenka Grozde, univ. grad. iur.

1. **GENERAL PROVISIONS** 
   1. **Subject of the Public Contract**

The subject of the public contract is the purchase of the natural gas in the indicative quantity of **173,772 MWh** for the period of 48 months, counting from the first day in the month that follows the month of the conclusion of the Framework Agreement.

Pursuant to the tender documentation and taking into account the criteria for the selection of the Tenderer specified in Chapter 5, the buyer will select the Tenderer who will offer the lowest seller’s cost per selected natural gas product.

When preparing the bid and determining the bid price, the Tenderer must take into account all material costs and non-material expenses that will be required for the execution of the subject of the contract, including labour costs, transport costs and the cost of producing the tender documentation.

The Tenderer **shall submit their bid to the e-JN information system** (hereinafter also the e-JN system) on the website <https://ejn.gov.si/eJN2> *(detailed instructions in Chapter 6)*. **Prior to submitting the tender, the Tenderer must register** on the website <https://ejn.gov.si/eJN2>.

* + 1. **Language of the Tender Documentation and the Tender**

The tender documentation shall be drawn up in Slovenian and English language. In the event of ambiguities (inconsistencies) between both versions, Slovenian language shall be used for their language interpretation.

**The Tenderer may submit their tender in the Slovenian or English language.**

**The Framework Agreement shall be concluded in the Slovenian language, i.e. the Slovenian version of the Framework Agreement will be concluded.**

The Contracting Entity reserves the right to ask the Tenderer to have individual documents of the Tender translated to Slovenian at the expense of the Tenderer, insofar as this is required for the tender evaluation process. The Contracting Entity shall notify the Tenderer of the need for translation and also specify the deadline for submitting the respective translation. If the Tenderer fails to submit the translation within the deadline specified by the Tenderer, the tender will be eliminated from subsequent evaluation.

The Contracting Entity reserves to right to define, at their own discretion, whether the Tenderer should submit a certified translation or a regular (non-certified) translation. The costs of translation shall be borne by the Tenderer.

* 1. **Information about the Contracting Entity**

The Contracting Entity awarding the public contract is **JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o.**,Verovškova ulica 62, 1000 Ljubljana (hereinafter also JPE or ENERGETIKA LJUBLJANA d.o.o.), which by powers delegated the execution and decision-making in the contract award procedure to JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, 1000 Ljubljana.

The signatory of the Framework Agreement is the General Manager of the company JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o., Verovškova ulica 62, 1000 Ljubljana, Mr Samo Lozej.

* 1. **Legal Basis, Definition of the Procedure and the Public Contract Award Decision**

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

* The Public Procurement Act (Official Gazette of the RS. 91/15 et seq.; hereinafter also ZJN-3),
* Legal Protection in Public Procurement Procedures Act (Official Gazette of RS, no. 43/11 et seq.; hereinafter also ZPVPJN),
* other regulations based on the above stated acts, and
* other regulations relating to the subject of the contract.

The Contracting Entity carries out the public procurement **by open procedure pursuant to Article 40 of ZJN-3**. After reviewing and assessing tenders, the Contracting Entity shall select the most favourable tender according to the set criteria.

The Contracting Entity shall notify the Tenderers about all decisions pursuant to Article 90 of ZJN-3 by publishing the signed decision referred to in this Article on the Public Procurement Portal.

The Tenderer may sign up to receive the notification on the published decision on the public award contract by selecting the icon “Notification of Contract Award Decision” on the Public Procurement Portal (where the respective contract notice is published). Irrespective of the above, pursuant to ZJN-3, the contract award decision shall be considered delivered on the day of the publication on the Public Procurement Portal.

* 1. **Deadline and Submission of Tender**

The Tenderer bears all costs for the preparation and submission of the tender. **Deadline for the submission of tender is 10. 12. 2020 by 10 a.m.**

The Tenderer **must** **submit the tender to the e-JN information system** (electronic submission of tender) on the website <https://ejn.gov.si/eJN2>, pursuant to **chapter 6 of the Tender documentation**.

* 1. **Questions or Additional Explanations to Tenderers**

Tenderers may put questions or request additional explanations on the public contract or the tender documentation through the Public Procurement Portal, **but no later than within (8) eight calendar days prior to the expiration of the deadline for the submission of tender.**

Responses or clarifications will be published on the Public Procurement Portal **no later than six (6) calendar days prior to the deadline for the submission of tender**, provided the request was submitted in due time. The Contracting Entity has no obligation to respond to any requests for explanations or questions submitted in any other way.

* 1. **Opening of Tenders**

The opening of tenders will take place automatically in the e-JN information system **on 10. 12. 2020** and will begin at **10.05 a.m.** on the website [https://ejn.gov.si/eJN2](https://ejn.gov.si/mojejn).

The document the Tenderer will attach to the “Pro-forma invoice” section in the e-JN system will be revealed at the public opening of tenders.

At the time specified for the public opening of tenders, the e-JN information system automatically displays information about the Tenderer, variants, if they were requested or permitted, and enables access to the .pdf document, which is uploaded by the Tenderer to the e-JN system in the “Pro-forma invoice” section. Such information or documents are visible until the completion of the contract award procedure. The Tenderers who have submitted their tenders have such information at their disposal in the e-JN information system, in the “Record of the opening of tenders” section.

* 1. **Validity of the tender**

The tender must be valid for at least 3 (three) months after the date specified for the submission of tender.

* 1. **Monetary Unit**

Financial data must be provided in Euros, rounded up to two (2) decimal places.

* 1. **Integrity of the Tender, Permissibility of the Tender, Examination and Evaluation of Tenders**

The Tenderer shall offer all tendered or required services pursuant to the requirements and conditions of the tender documentation. The Tenderer shall submit the tender for the whole subject of the public procurement, whereby the tender must be submitted in accordance with the technical specification and description of the subject of the public contract, and all other requirements and conditions of the Contracting Entity, set forth in the tender documentation.

If the tender is not in accordance with all the requirements and conditions of the tender documentation, and pursuant to ZJN-3, the Contracting Entity shall eliminate such a contract from participation in the public contract award procedure.

Before awarding the contract, the Contracting Entity shall verify the existence and content of the data and statements contained in the tender of the Tenderer to whom they have decided to award the contract. The Contracting Entity shall examine and assess the tenders and submit the public contract by acting pursuant to the provisions of Article 89 or other articles of ZJN-3.

The Contracting Entity may ask the Tenderers to prepare breakdown (analysis) of tender prices. The request for additional explanations as well as the response must be made in the same form as additional explanations.

In the examination of compliance with the requirements contained in the tender documentation, the Contracting Entity may request the economic operator to grant additional authorisations for obtaining data from official records needed to verify data from official records.

* 1. **Tender Price and Indicative Quantities**

The Tenderer prepares the value part of the tender (**Attachment 2**), which forms a component part of the tender documentation.

Details regarding the pricing per unit of measure, indicative gas quantities and the like are given in Chapter 2 of the Tender Documentation and the enclosed Framework Agreement template.

* 1. **Method of Calculating and Payment Conditions**

Methods of calculating and payment conditions are given in the enclosed Framework Agreement template.

* 1. **Variants**

The Contracting Entity does not allow submission of variants. The Contracting Entity shall reject such a tender as inadmissible.

* 1. **Legal Protection**

The Tenderer is entitled to legal protection pursuant to the Legal Protection in the Public Procurement Procedures Act (Official Gazette of RS, no.43/11 et seq.; hereinafter also ZPVPJN).

Pursuant to ZPVPJN, a review claim may be submitted at any stage of the awarding process for public contracts and in response to any action of the Contracting Entity, unless the law regulating the award of public contracts or ZPVPJN contains provisions to the contrary.

If the review claim concerns contents of the announcement, the invitation to tender or the documentation relating to the submission of the public contract, the applicant is obliged to pay a fee of EUR 4,000.00 to the bank account no. SI56 0110 0100 0358 802, reference 11 16110-7111290-XXXXXXLL (where the first six digits are the sequential number of the publication on the Slovenian Public Procurement Portal entered by the Tenderer itself, and the last two digits designate the year in question) upon submitting the request.

The review claim must comply with the provisions of Article 15 of ZPVPJN and must be submitted directly to the Contracting Entity, either by registered mail or registered mail against advice of delivery or on the eRevizija portal. The claimant shall submit with the review claim proof of paying the fee. The review claim shall be submitted within the deadline specified in Article 25 of ZPVPJN.

* 1. **Joint Tender**

The tender may be submitted by a group of Tenderers, which must provide a legal act on the joint execution of the contract.

The relevant legal act shall specify:

* mutual responsibility of individual members of the group for the execution of the contract within the group;
* unconditional joint and several liability of members (partners) of the group towards the Contracting Entity concerning all contractual obligations;
* authorised primary agent (authorised officer, i.e. member of the group as the lead partner) for executing contractual obligations, who will communicate with the Contracting Entity and is authorised to give statements on behalf all members of the consortium in relation to the Contracting Entity;
* principal with regard to all contractual obligations;
* the operators tasked with overseeing financial accounts and transactions as well as the bank account to be used for making payments for the executed obligations;
* provisions in case of an exit of a partner from the group and under conditions lead to the change in the members of the group of providers;
* definition of shares and field of work of partners;
* signatories to the contract (defining whether signatories are all members of the group or an authorised member);
* obligation of all members of the group that they must regularly inform the Contracting Entity about all amendments to the legal act on the joint implementation of the public contract.

Every member of the group of tenderers within the joint tender shall be subject to unconditional joint and several liability towards the Contracting Entity.

The legal act on the joint implementation of the public contract signed by all tenderers that participate in the process shall be enclosed to Attachment 1.

If a Tenderer is acting **in a joint tender** (with partner/s), in addition to their own they must also enclose a **separate** ESPD form for **each** of the partners participating in the joint tender.

* 1. **Tender with Subcontractors**

The Tenderer may subcontract part of the public tender. The Tenderer who executes the public tender with one or several subcontractors must fully comply with the provisions set forth in Article 94 of ZJN-3. Subcontractors must meet the required conditions for participation, no grounds for exclusion shall exist in respect of them and they must also fulfil all other requirements and conditions referred to in the tender documentation and ZJN-3 relating to subcontractors. The Tenderer must submit filled out and signed required forms or documents specified in the tender dossier for all listed subcontractors.

If the Tenderer fails to comply with the provisions of Article 94 of ZJN-3, the Contracting Entity shall file a motion to the National Review Commission to initiate a minor offence proceedings referred to in Article 112, Paragraph 1, point 2 of ZJN-3.

The Tenderer who will be awarded the public contract, will be fully responsible towards the Contracting Entity for the implementation of the contract, irrespective of the number of subcontractors.

The Contracting Entity may request the Tenderer to which the public contract has been awarded to submit subcontracts, which must specify full title and address of the subcontractor (including registration number, tax number and bank account), every part of the public contract (service/construction/goods) being subcontracted (type/description of works/services/supplies), quantity/share (%) of the public contract being subcontracted, value of works or services, VAT excluded, and place and completion date.

**Means of proof or required documentation for subcontractors:**

* filled out ESPD form by subcontractor/s (Attachment 3/2),
* Attachment 3/3 “Statement on the participation of natural and legal entities in the ownership of the Tenderer;
* Attachment 4 “Authorisation for obtaining certificates from criminal records”;
* Attachment 5 “List of subcontractors”, and, if a subcontractor requests direct payment, also forms 1 and 2 to Attachment 5,
* and other means of proofs to the extent/as arising from individual items in the tender documentation.

If the Tenderer is acting with **subcontractors**, in addition to their own they must also enclose a **separate** ESPD form for **each** subcontractor in the tender.

*If the Tenderer is not submitting the tender with a subcontractor, they are not required to follow the provisions or complete/enclose any attachments relating to subcontractors.*

* 1. **Reliance on the Capacities of Other Entities**

The Tenderer may use the capacities of other entities for the implementation of the public contract or within the tender, as specified by Article 81 of ZJN-3.

The entities on whose capacity the economic operator intends to rely on must fulfil the relevant conditions for participation, no grounds for exclusion shall exist in respect of such entities, and they must also meet all other conditions and requirements set forth in the tender documentation and ZJN-3 relating to the entities on whose capacities the Tenderer intends to rely. The Tenderer must submit filled out and signed required forms or documents in the tender dossier for all listed entities on whose capacities they intend to rely.

The reliance on the capacities of other entities is referred to when another entity is not directly involved in the execution of the contract, but, for example, borrows certain equipment, technical resources, machinery, etc. to the Tenderer. If another entity with the capacities they dispose of and which the Tenderer refers to directly performs part of the subject of the public contract on their own, this essentially constitutes an entity that complies with the definition of a **subcontractor**, who should be nominated by the tender as a subcontractor **and not** as an entity on whose capacities the Tenderer relies on in the tender.

**Means of proof or required documentation for the entities on whose capacities the Tenderer relies:**

* filled out ESPD form by entity/entities (Attachment 3/2),
* Attachment 3/3 “Statement on the participation of natural and legal entities in the ownership of the Tenderer;
* Attachment 4 “Authorisation for obtaining certificates from criminal records”;
* Attachment 6 “List of entities on whose capacities the Tenderer relies”
* and other means of proof to the extent/as arising from individual items in the tender documentation.

The Tenderer who will be awarded the public contract will be fully responsible towards the Contracting Entity for the implementation of the contract, irrespective of the number of entities on whose capacities the Tenderer will rely in the tender or in the implementation of the subject of the public contract.

*If the Tenderer does not intend to rely on the capacities of other entities in the implementation of the public contract, they are not required to follow the provisions or complete/enclose any attachments relating to the entities on whose capacities the Tenderer relies in the tender.*

* 1. **Tenderers with the Head Office outside the Republic of Slovenia**

Tenderers with a head office in another country must meet the same conditions as Tenderers with a head office in the Republic of Slovenia, and must prove individual capacity pursuant to the requirements of the Contracting Entity, specified in the tender documentation, which applies to all Tenderers, and in accordance with the provisions of Article 77, Paragraph 4 of ZJN-3, and enclose such means of proof to the tender. The same applies if the Tenderer is acting with a partner within a joint tender or with a subcontractor, or if the Tenderer relies on the capacity of other entities with a head office in a foreign country.

*For the qualitative selection, the Tenderer or an economic operator with a head office outside the Republic of Slovenia will be required to submit all certificates/proofs of the relevant authority that in respect of the economic entity no grounds for exclusion exist and that they meet the selection criteria, insofar as the Contracting Entity will not be able to obtain such a certificate from a relevant register.*

* 1. **Data Confidentiality and Insight**

The Contracting Entity shall not disclose information forwarded to it by an economic operator and designated by economic operator as a trade secret as prescribed by the law governing companies. The contracting authority shall provide for the protection of information which is considered to be personal data or classified information in accordance with the provisions of the law governing the protection of personal data and classified information respectively. The Contracting Entity guarantees disclosure and confidentiality of data in accordance with Article 35 of ZJN-3.

*The Contracting Entity shall provide access to the tender of the selected Tenderer to the tenderers that submitted admissible tenders pursuant to Article 35 of ZJN-3. Tenderers must request access in due time from the Contracting Entity in writing to the address: JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, 1000 Ljubljana or by email at: sjn@jhl.si or to the email address of the contact person listed in the Public Contract Notice (Department I: Contracting Authority), which is posted on the Public Procurement Portal.*

* 1. **Liability for Faults**

The selected Tenderer with whom the Contracting Entity will conclude the contract/enter into the Framework Agreement, will be held liable for the elimination of all types of defects in the subject of the public contract pursuant to the provisions of the Code of Obligations.

1. **TECHNICAL SPECIFICATIONS AND OTHER TENDER CONDITIONS AND REQUIREMENTS**

The Tenderer must fully provide the services, which are the subject of the public contract, whereby the subject of the contract must fully comply with the technical specifications and other conditions and requirements specified in the documentation relating to the award of the public contract.

If the subject of the tender fails to comply with all descriptions, requirements, conditions, references and qualities stated in the tender documentation of the Contracting Entity, the Contracting Entity will eliminate such a tender from further evaluation.

**Means of proof:**

The Tenderer demonstrates the fulfilment of conditions in section 2 with:

* ESPD form (in the case of a joint/partnership tender it must be submitted by each partner);
* and also by ESPD form given by and in the event of a tender with subcontractors and/or entities on whose capacities the tender relies;
* and other means of proofs to the extent/as arising from individual sections below.

*Before adopting the decision on the selection, the Contracting Entity shall be entitled to conduct inquiries on the fulfilment of conditions and requirements, which is why the Contracting Entity reserves the right for the Tenderer to submit additional means of proof on the fulfilment of conditions referred to in chapter 2, on the basis of the invitation of the Contracting Entity within the specified period. If the references regarding the fulfilment of conditions and requirements do not demonstrate the actual circumstances, they will not be observed in the evaluation by the Contracting Entity.*

* 1. **Seller’s Costs (FDA and FFP)**
* General

The prices per unit of measure (seller’s costs – FDA and FFP) given in the Tenderer’s tender must include all material and non-material costs (including labour costs, costs of making the tender documentation, etc.), which will be required for quality implementation of the subject of the Framework Agreement, pursuant to all requirements and conditions of the Contracting Entity. This means that the seller’s cost in the tender must comprise all costs the Tenderer will have with the realisation of the contract or which will be required for quality implementation of the subject of the public contract, and all discounts. The Contracting Entity will not allow the Tenderer to make any other or additional charges, other than those provided by law.

The predicted volumes in section 2.3. of the tender documentation or in the Framework Agreement are for information purposes only (volume may be bigger or smaller), and depend on actual needs of the Contracting Entity. Actual volume of gas supply is impossible to specify objectively in advance, which is why the Framework Agreement does not bind the Contracting Entity to order a specific volume of gas.

In the period of validity of the Framework Agreement, the prices per unit of measure of the seller (seller's costs – FDA and FFP) are fixed, unless they decrease.

* Seller's costs

The seller's costs are costs added to the price for the purchase of natural gas. Seller's costs, which are added to the index price for the purchase of natural gas for the day and weekend ahead is defined as the seller's cost **FDA**.(Fee – Day Ahead). Seller's costs, which are added to the index price for the purchase of natural gas for standardised futures products is defined as the seller's cost **FFP** (Fee – Futures Product). The calculation is given in section 2.3. of the tender documentation.

Seller's costs must be expressed in Euros/MWh and rounded to two (2) decimal points (Attachment 2).

When preparing the tender and determining the seller’s costs for the subject of the public contract, the Tenderer must include all material and non-material costs required for the supply of the subject of the public contract to the required location, including the costs of obtaining and submitting all required documents.

Seller’s costs do not include VAT, which is directly connected to the supply of natural gas to the Contracting Entity.

Account shall be taken of and by submitting the tender documentation the Tenderer undertakes that they are informed of all the regulations and laws regarding the payment of fees, taxes and other duties, which apply to the supply of natural gas pursuant to this public contract or the relevant Framework Agreement, that they have fully inspected the documentation on the award of contract, that they have accessed all required data that impact the contractual price, and that the have submitted their tender on the basis of the aforementioned facts.

The Tenderer shall include any possible discounts in the seller’s costs. The Contracting Entity shall not take into consideration any subsequent discounts.

In accordance with the tender documentation and taking into account the criteria for the selection of the natural gas provider referred to in chapter 5, the buyer will select the Tenderer, who will offer the lowest seller’s costs per selected natural gas product.

* 1. **Time and Place of Delivery and Acceptance**

Supply shall commence on the first day in the month that follows the month of the conclusion of the Framework Agreement.

The condition for the commencement of natural gas supply is the established shipper pair, which is confirmed by the transmission system operator for the relevant shipping point.

The place of delivery is the delivery point before the entry to the Slovenian transmission system, at the border point between Austria and Slovenia near Ceršak (exit Austria).

The seller guarantees transport capacities for the Austrian exit and the buyer guarantees transport capacities for the Slovenian entry.

* 1. **Contract Requirements**

The subject of the tender must meet the following requirements:

**a) Subject of the contract:**

The supply of natural gas for the purposes of the Buyer in the supply period:

Start of the supply period: first day in the month that follows the month of the conclusion of the Framework Agreement at 6 a.m.

End of the supply period: 1st August 2024 at 6 a.m.

**b) Delivery point:**

The delivery point before the entry to the Slovenian transmission system, at the border point between Austria and Slovenia near Ceršak (exit Austria).

The seller guarantees transport capacities for the Austrian exit and the buyer guarantees transport capacities for the Slovenian entry.

**c) Quantities**

**Indicative quantities of natural gas for the supply period:**

| **YEAR** | **MONTH** | **INDICATIVE QUANTITY [MWh/h]** | **INDICATIVE QUANTITY [MWh]** |
| --- | --- | --- | --- |
| 2021 | 01 | 10,00 | 7.440,00 |
| 2021 | 02 | 10,00 | 6.720,00 |
| 2021 | 03 | 7,00 | 5.201,00 |
| 2021 | 04 | 4,00 | 2.880,00 |
| 2021 | 05 | 2,00 | 1.488,00 |
| 2021 | 06 | 2,00 | 1.440,00 |
| 2021 | 07 | 1,00 | 744,00 |
| 2021 | 08 | 1,00 | 744,00 |
| 2021 | 09 | 2,00 | 1.440,00 |
| 2021 | 10 | 4,00 | 2.980,00 |
| 2021 | 11 | 7,00 | 5.040,00 |
| 2021 | 12 | 10,00 | 7.440,00 |
| 2022 | 01 | 10,00 | 7.440,00 |
| 2022 | 02 | 10,00 | 6.720,00 |
| 2022 | 03 | 7,00 | 5.201,00 |
| 2022 | 04 | 4,00 | 2.880,00 |
| 2022 | 05 | 2,00 | 1.488,00 |
| 2022 | 06 | 2,00 | 1.440,00 |
| 2022 | 07 | 1,00 | 744,00 |
| 2022 | 08 | 1,00 | 744,00 |
| 2022 | 09 | 2,00 | 1.440,00 |
| 2022 | 10 | 4,00 | 2.980,00 |
| 2022 | 11 | 7,00 | 5.040,00 |
| 2022 | 12 | 10,00 | 7.440,00 |
| 2023 | 01 | 10,00 | 7.440,00 |
| 2023 | 02 | 10,00 | 6.720,00 |
| 2023 | 03 | 7,00 | 5.201,00 |
| 2023 | 04 | 4,00 | 2.880,00 |
| 2023 | 05 | 2,00 | 1.488,00 |
| 2023 | 06 | 2,00 | 1.440,00 |
| 2023 | 07 | 1,00 | 744,00 |
| 2023 | 08 | 1,00 | 744,00 |
| 2023 | 09 | 2,00 | 1.440,00 |
| 2023 | 10 | 4,00 | 2.980,00 |
| 2023 | 11 | 7,00 | 5.040,00 |
| 2023 | 12 | 10,00 | 7.440,00 |
| 2024 | 01 | 10,00 | 7.440,00 |
| 2024 | 02 | 9,00 | 6.264,00 |
| 2024 | 03 | 7,00 | 5.201,00 |
| 2024 | 04 | 4,00 | 2.880,00 |
| 2024 | 05 | 2,00 | 1.488,00 |
| 2024 | 06 | 2,00 | 1.440,00 |
| 2024 | 07 | 1,00 | 744,00 |
| 2024 | 08 | 1,00 | 744,00 |
| 2024 | 09 | 2,00 | 1.440,00 |
| 2024 | 10 | 4,00 | 2.980,00 |
| 2024 | 11 | 7,00 | 5.040,00 |
| 2024 | 12 | 10,00 | 7.440,00 |
| **TOTAL QUANTITY (MWh)** | | | **173.772,00** |

Quantities of natural gas referred to in section 2.3.c are indicative. The buyer does not undertake to order and accept the whole indicative quantity of natural gas. The quantities in section 2.2. and 2.3. are not subject to the “take or pay” rule.

**d) Defining the price of natural gas on the basis of index price for the day-ahead products** (**PDA**)

Pursuant to the Framework Agreement, the buyer shall be entitled to purchase quantities and specify prices of natural gas on the basis of the reference index price for the day and weekend ahead (**PDA**).

The day-ahead price of natural gas (**PDA**) shall be specified as an index price of natural gas for the supply for the day and weekend ahead in VTP Austria, which is daily published on the website <https://www.cegh.at> in the table “DAY AHEAD MARKET”, column “CEGHIX”.

If the index price of natural gas referred to the previous paragraph is not specified or published, the price published in the daily report ICIS European Spot Gas Market, table VTP AUT PRICE ASSESSMENT, section Day-ahead, column Offer, shall apply as an alternative index price.

The buyer will nominate the quantities to the seller for the day and weekend ahead at least one day prior to the start of the delivery (D-1) until 1 p.m. If the buyer does not nominate the quantities to the seller for the day and weekend ahead one day before the start of the delivery (D-1) until 1 p.m., it shall be deemed that the buyer will not purchase the quantities for the day or weekend ahead on the basis of the day-ahead price.

The buyer nominates the daily baseload volume for the delivery on day D by 1 p.m. CET on the last working day, which is directly before the day of the delivery.

The minimum size of a tranche of daily baseload volume the buyer may specify on the basis of the reference index price for the day and weekend ahead (PDA) is 1 MWh/h.

**e) Defining the price of natural gas on the basis of index price for standardised futures products** (**PFP**)

Pursuant to the Framework Agreement, the buyer shall be entitled to hedge quantities and specify prices of natural gas on the basis of the reference index price for standardised futures products of natural gas (PFP).

The price of natural gas for the standardised futures product (PFP) shall be specified as the current best quote of the standardised futures products on market basis (best ASK), which is submitted by the seller on the basis of the buyer’s inquiry for the selected standardised futures product on VTP Austria.

Standardised future products may comprise monthly futures, quarterly futures, seasonal futures and yearly futures, which are traded on the trading platform CEGH and the prices of which are daily published on the website https://www.cegh.at/.

If the seller and the buyer fail to agree on the offered market quotation (best ASK) and the buyer still wants to hedge a certain part of quantities, the Settlement Price in EUR/MWh shall apply for the price for the selected futures product, which is daily defined and published for the respective standardised futures product on the website://www.cegh.at/, column “Settlement Price”.

The buyer shall be entitled to demand from the seller a binding quotation for a standardised futures product on the market basis (best ASK) every trading day between 10 a.m. and 4 p.m. The final deadline for hedging of quantities and fixing of prices of natural gas for a standardised futures product is by the 25th calendar day in the month (M-1), prior to the month of the delivery of the respective standardised futures product.

Trading days are specified according to the bank holidays calendar in the United Kingdom (UK).

The validity of the offered market quotation (best ASK) submitted by the seller must be at least 15 minutes.

Prices and volumes of natural gas for standardised futures products may be specified by the buyer in several tranches. The minimum size of the tranche that can be specified by the buyer is 1 MWh/h.

**f) Price of transport capacities (PTC)**

The seller will guarantee transport capacities for total quantities of natural gas specified in section 2.c of the Agreement for Austrian exit and deliver natural gas at the delivery point before the entry to the Slovenian transmission system at the border point between Austria and Slovenia near Ceršak (exit Austria).

Pursuant to the Agreement, the seller will charge the price of the daily transport capacity (P**TC**) for every MWh of supplied natural gas in the amount of daily price of the exit transport capacity from the Austrian transmission system at the exit point Murfeld, as specified each time at the PRISMA auction portal.

The price of transport capacity is expressed in EUR/MWh and is rounded to three decimal places.

**g) Monthly calculation of natural gas**

Monthly calculation of natural gas includes the agreed prices of the supplied natural gas (PDA and PFP), prices of transport capacities (PTC) and seller’s costs (**FDA** in **FFP**), in accordance with the equation below.

Monthly amount (MAm) of the supplied gas is calculated according to the following equation:

where the elements contained therein are defined as follows:

D number of days in the month m, when transactions are performed on a day-ahead basis.

d day in the month, for which transactions are performed on a day-ahead basis.

QDA quantity of gas for day d, which is agreed on the basis of the day-ahead price index expressed in MWh.

PDA agreed day-ahead price of natural gas, expressed in EUR/MWh.

PTC price of daily exit transport capacity from the Austrian transmission system at the exit point Murfeld, which is published on the Prisma portal, expressed in EUR/MWh.

FDA seller’s costs added to the day-ahead daily price index for the purchase of natural gas, expressed in EUR/MWh.

i successive transaction of agreed standardised futures product in the month m.

n number of transactions of standard futures products in the month m.

QFP agreed quantity of natural gas of an individual standardised futures product in month m, expressed in MWh.

PFP agreed price of of standardised futures product, expressed in EUR/MWh.

PTC price of daily exit transport capacity from the Austrian transmission system at the exit point Murfeld, which is published on the Prisma portal, expressed in EUR/MWh.

FFP seller's costs added to the price for the purchase of an individual standardised futures product of natural gas, expressed in EUR/MWh.

Prices and amounts provided in these Conditions excude VAT, excise duties, fees and other charges having a similar effect.

**g) Nominations**

Nominations shall be carried out in accordance with the requirements of the respective transmission system operator.

Buyer’s daily nomination represents the sum of agreed quantities on the basis of the products for the day ahead and on the basis of standardised futures products.

1. **QUALITATIVE SELECTION**

* **General:**

For qualitative selection, a Tenderer must meet the conditions and requirements pursuant to the provisions of ZJN-3, as well as the conditions and requirements specified in this tender documentation.

The Contracting Entity shall demand from the Tenderer, who is the most favourable choice regarding the award criteria and to whom the Contracting Entity intends to award the contract, to submit means of proof on the fulfilment of conditions and requirements in the tender documentation, if the Tenderer has not already submitted the required means of proof in the tender.

*If the Tenderer is acting in a joint tender, each of the partners in the joint tender shall also meet the required conditions for qualitative selection of the Tenderer. If the Tenderer is acting with subcontractors and/or entities on whose capacities the economic operator relies, each subcontractor listed in the tender by the Tenderer and each entity on whose capacities the economic operator relies must also meet the qualitative selection conditions, as specified in the tender dossier.*

* **Tender:**

To allow for qualitative selection, the Tenderer **must** fill out and enclose the ESPD form, which is attached herein as an Attachment to the tender documentation.

* **Joint tender (with partner/s), tender with subcontractors and/or entities on whose capacities the economic operator relies:**

If the Tenderer ia acting in a joint tender (with partner/s), in addition to their own form, they **must** also submit a **separate** ESPD form for every participating partner in the joint tender. **The same applies if** the Tenderer acts with subcontractors or if the Tenderer relies on other economic entities when demonstrating their competence *(a separate ESPD form for themselves as the Tenderer and separate ESPD forms for every subcontractor and the entities on whose capacities the Tenderer relies in the tender must be enclosed).*

* **Instructions for the ESPD form:**

ESPD constitutes an official statement of the economic operator that no reasons for exclusion exist and that they fulfil the conditions for participation, while also providing the appropriate information which is required by the Contracting Entity. Further, ESPD contains the official authority or a third person, responsible for the issue of proofs, and also includes an official statement specifying that the economic entities will submit such means of proof upon request and without delay.

**SLOVENIAN ESPD**

The Tenderer (other entities within the tenders) saves the Contracting Entity’s ESPD form on their computer (or other electronic media); the form is available on the Contracting Entity’s website (in electronic form in xml format) on the same site the tender documentation is published. Using the free-of-charge website <http://www.enarocanje.si/_ESPD/>, the Tenderer then begins filling out the ESPD form by **indicating that they are an economic operator** and selecting the option: **“Import Contracting Entity’s ESPD”**.The Tenderer selects the command “Browse…” and on the computer (or other electronic media) finds ESPD (.xml file), which was prepared by the Contracting Entity for the purposes of the relevant public contract and which the Tenderer saved on the computer (or other electronic media) in advance. Then the Tenderer selects the command “**Import ESPD**” and starts filling out ESPD, then prints, signs and attaches it to the tender.

**ENGLISH ESPD (FOREIGN TENDERER)**

The foreign Tenderer (other foreign entities within the tender) saves the Contracting Entity’s ENGLISH ESPD form on their computer (or other electronic media); the form is available on the Contracting Entity’s website (in electronic form in xml format) on the same site the tender documentation is published. Using the free-of-charge website <https://ec.europa.eu/growth/single-market/public-procurement/digital/espd_en>, the Tenderer then begins filliing out the ESPD form by **selecting the country Bulgaria (not Slovenia!)**, **selecting the language** in which they want to fill out the ESPD form, **indicating that they are an economic operator** and selecting the option **»Import ESPD«.** The Tenderer selects the **command »Browse**…« and on the computer (or another electronic media) finds ENGLISH ESPD (.xml file), which was prepared by the Contracting Entity for the purposes of the relevant public contract and which the Tenderer saved on the computer (or other electronic media) in advance. Then the Tenderer **selects the head office of the company** and the command »**Continue/Next«** and starts filling out ESPD, then prints, signs and attaches it to the tender.

***The Contracting Entity may invite tenderers anytime during the procedure to submit all means of proof or part of means of proof in relation to the details given in the statement (ESPD).***

* 1. **Grounds for Exclusion**

*The Tenderer must fulfil the required conditions in section 3.1. If the Tenderer is acting in a joint tender, each partner in the event of a joint tender must fulfil the required conditions. In the event of the tender with subcontractors and/or entities on whose capacity the economic entity relies on, each subcontractor listed in the tender by the Tenderer and also each entity on whose capacity the economic operator relies must fulfil the required conditions.*

The Contracting Entity shall exclude the Tenderer from participation in the public procurement procedure if during the verification process pursuant to ZJN-3 they have established or are otherwise made aware that the Tenderer does not fulfil the conditions pursuant to Article 75, Paragraphs 1, 2 and 4 of ZJN-3.

**NOTE:**

If the economic operator is in one of the positions referred to in Article 75, Paragraph 1., 2. or Paragraph 4 point b) of ZJN-3, they may on the basis of the Decision of the Constitutional Court of RS, no. U-I-180/19-17 and on the basis of Article 38, Paragraph 2 of the Act Determining the Intervention Measures to Mitigate and Remedy the Consequences of the COVID-19 Epidemic (Official Gazette of RS, 80/20, hereinafter also ZIUOOPE), and in accordance with Article 75, Paragraph 9 of ZJN-3, enforce the correction mechanism in order to prove their reliability despite the existence of the grounds for exclusion and submit to the Contracting Entity proofs that they have adopted sufficient measures to prove their reliability despite the existence of the grounds for exclusion.

If, when fulfilling the ESPD form for individual economic operators in the tender (in “Part III: Grounds for exclusion, A: Grounds related to criminal convictions, B: Grounds related to the payment of taxes or social security contributions, or Department D: National grounds for exclusion”), your answer is “YES” and you are enforcing the correction mechanism, write the violations and measures for self-cleaning in the field “Describe them”, and submit your own statement with the list of violations and measures for self-cleaning in order to prove your reliability despite the existence of grounds for exclusion, and submit the relevant means of proof together with the tender or at the request of the Contracting Entity.

**A: Reasons related to criminal convictions**

The Contracting Entity shall exclude an economic operator from participation in the public procurement procedure, if during the verification process pursuant to Articles 77, 79 and 80 of ZJN-3 they have established or are otherwise made aware that a final judgement has been pronounced against the economic operator or an individual who is in a managing, executive or supervisory position of the economic operator or has powers of representation, decision or control therein has been the subject of conviction if the judgement contains elements of criminal acts laid out in Article 75, Paragraph 1 of ZJN-3.

**EVIDENCE:**

Filled out ESPD (in *“Part III: Exclusion grounds, A: Grounds relating to criminal convictions”*) by all economic operators in the tender.

The Contracting Entity shall consider as proof to demonstrate the fulfilment of conditions relating to criminal convictions issued within a period of one month before the deadline for the submission of tenders or within a period of one month after the deadline for the submission of tenders.

Prior to the submission of the public contract, the Contracting Entity shall demand from the Tenderer who was selected for the award of the contract to submit authority to obtain information from the criminal records of all economic entities in the tender and for all persons who are members of the administrative, managerial or supervisory body or who have powers for its representation or decision-making or control.

The Tenderer **may** submit the relevant authorities **already in the tender** (i.e. **Forms to Attachment 4**).

An economic entity **domiciled outside the Republic of Slovenia** will have to submit the certificate of the competent authority for themselves, insofar as the Contracting Entity is unable to obtain such a certificate from the relevant records. **The Contracting Entity has also prepared a draft statement (Attachment 10), which may be used (but not necessarily) by the economic entity to demonstrate the fulfilment of conditions, if the competent authorities do not issue such proofs or where these do not cover all cases.**

**B: Grounds related to the payment of taxes or social security contributions**

The Contracting Entity shall exclude an economic operator from participation in the public procurement procedure, if during the verification process pursuant to Articles 77, 79 and 80 of ZJN-3 they determine that, pursuant to the applicable legislation regulating financial administration, the economic operator has failed to pay mandatory duties and meet other non-tax monetary obligations collected by a tax authority pursuant to the regulations of the state where it is headquartered or the state of the Contracting Entity if the value of any such unpaid overdue liabilities exceeds EUR 50 on the date on which the tender or application was submitted. The economic operator shall also be considered non-compliant with the obligations from the preceding sentence if, on the date on which the tender or application was submitted, it fails to present all statements on withholding tax on income from employment relationships for the five years before the date on which the tender or application was submitted.

**EVIDENCE:**

Filled out ESPD (*in »Part III: Exclusion grounds, B: Grounds relating to the payment of taxes or social security contributions«*) by all economic entities in the tender.

Prior to the submission of the public contract, the Contracting Entity shall obtain for the Tenderer who was selected for the award of the contract a certificate issued by the competent authority in the Republic of Slovenia, other EU member state or a third country, or an extract from the eDosje application.

An economic entity **domiciled outside the Republic of Slovenia** will have to submit the certificate of the competent authority for themselves, insofar as the Contracting Entity is unable to obtain such a certificate from the relevant records. **The Contracting Entity has also prepared a draft statement (Attachment 10), which may be used (but not necessarily) by the economic entity to demonstrate the fulfilment of conditions, if the competent authorities do not issue such proofs or where these do not cover all cases.**

**D: National grounds for exclusion**

The Contracting Entity shall exclude an economic operator from participation in the public procurement procedure if:

1. the economic operator has been removed from a public procurement procedure due to its listing in the records of economic operators with negative references on the bid submission deadline;
2. the contracting entity has been fined twice for offences concerning labour compensation, work time, rests, performance of work on the basis of civil law contracts despite the existence of elements of an employment relationship or in relation to undeclared employment pursuant to a final decision issued by a competent authority of the Republic of Slovenia or another member state or a third country within the last three years before the bid submission deadline.

**Means of proof:**

Filled out ESPD (*in »Part III: Exclusion grounds, D: Purely national exclusion grounds«*) by all economic entities in the tender.

Prior to the submission of the public contract, the Contracting Entity shall obtain for the Tenderer who was selected for the award of the contract a certificate issued by the competent authority in the Republic of Slovenia, other EU member state or a third country, or an extract from the eDosje application.

An economic entity **domiciled outside the Republic of Slovenia** will have to submit the certificate of the competent authority for themselves, insofar as the Contracting Entity is unable to obtain such a certificate from the relevant records. **The Contracting Entity has also prepared a draft statement (Attachment 10), which may be used (but not necessarily) by the economic entity to demonstrate the fulfilment of conditions, if the competent authorities do not issue such proofs or where these do not cover all cases.**

* 1. **Conditions for Participation**
     1. **Suitability for pursuing the professional activity**

The economic operator must be entered into one of the professional or business registers maintained in the country where the economic operator is headquartered. The relevant professional or trade registers in EU member states are specified in Annex XI of the Directive 2014/24/EU.

If economic operators are required to obtain a certain licence or be a member of a certain organisation in order to perform a certain service in their country of origin, the Contracting Entity may request that they submit proof of such a licence or membership in the course of the public procurement procedure.

The Tenderer must meet the required conditions for the supply of natural gas at the agreed delivery point, for which purpose the Tenderer must be:

* a registered member of the Central European Gas Hub, which is demonstrated in the records published on the website: <https://www.cegh.at/en/vtp-market/market-information/members/>.
* a registered member of the platform for the purchase and allocation of cross-border transmission capacities Prisma Capacity (<https://www.prisma-capacity.eu/>). The Contracting Entity reserves the right to demand relevant means of proof from the Tenderer.
* registered to report about concluded transactions pursuant to the REMIT directive. **For this purpose, the Tenderer shall attach the LEI number and ACER code to the tender**. The Contracting Entity reserves the right to demand additional means of proof from the Tenderer that would demonstrate the suitability of registration for REMIT reporting.

*The above listed conditions may be fulfilled by the Tenderer independently, or by a group of Tenderers in a joint tender or with subcontractors or with an entity on whose capacity the Tenderer relies (with regard to the activities, which are the subject of the public contract, and which will be carried out by an individual entity within the tender)*, *whereby such an entity (being relied on to demonstrate the fulfilment of conditions or capacity) shall also perform the relevant works of the public contract.*

**Means of proof:**

* Filled out ESPD (in »Part IV: Selection criteria, ɑ: Global indication for all selection criteria«) by (all) economic entities in the tender,
* Appropriate and valid entry in the records pursuant to the above;
* The Tenderer must attach the LEI number and ACER code to the tender.

*The Contracting Entity reserves the right to invite the Tenderer to submit additional means of proof or explanations on the fulfilment of the required conditions within the specified deadline.*

* + 1. **Technical and professional ability**

*The below listed technical and professional conditions or ability/ies may be fulfilled by the Tenderer independently, by a group of Tenderers (partners) in a joint tender or with subcontractors or with an entity on whose capacity the Tenderer relies (with regard to the activities, which are the subject of the public contract, and which will be carried out by an individual entitiy within the tender)*, *whereby such an entity (being relied on to demonstrate the fulfilment of conditions or capacity) shall also carry out the relevant works of the public contract.*

* + - 1. **Technical ability**

The Tenderer must dispose of all technical resources and equipment, and must ensure appropriate technical capacities for the quality implementation of the whole contract within the predicted period, pursuant to the requirements laid down in the tender documentation, rules of the industry, and provisions of regulations and standards in the area of the subject of the public contract.

The subject of the tender must comply with all standards, conditions and requirements of the Contracting Entity, listed in the documentation in relation to the award of contract.

**Means of proof:**

* Filled out ESPD (in “Part IV: Selection criteria, ɑ: Global indication for all selection criteria«) by (all) economic entities in the tender.

*The Contracting Entity reserves the right to invite the Tenderer to submit additional means of proof or explanations on the fulfilment of technical capacity within the specified deadline.*

* + - 1. **Professional ability**

The Tenderer must have appropriate personnel, which is experienced, professionally qualified and capable of carrying out the subject of the public contract.

**Means of proof:**

The Tenderer demonstrates the above conditions as follows:

* Filled out ESPD (in “Part IV: Selection criteria, ɑ: Global indication for all selection criteria«) by (all) economic entities in the tender.

*The Contracting Entity reserves the right to invite the Tenderer to submit additional means of proof or explanations on the fulfilment of professional capacity within the specified deadline.*

* + 1. **References**

The Tenderer must demonstrate that **they have sold (min.) 120,000 MWh quantities of natural gas** within the last three (3) years, counting from the date specified for the submission of tenders, **in EU countries, Iceland, Liechtenstein, Norway or Switzerland,** in a quality manner and pursuant to the contractual provisions.

**Means of proof:**

* Filled out ESPD (in “Part IV: Selection criteria, ɑ: Global indication for all selection criteria«) by (all) economic entities in the tender.
* Filled out Attachment “List of references” (Attachment 7)

By submitting the Attachment 7 the Tenderer confirms that they performed the stated reference works as an actual contractor or seller, in a professional and quality manner, and within a contractual period.

The Contracting Entity does not require any confirmed references in the tender by individual buyers/issuer of references, **BUT** the Contracting Entity notes that before adopting a decision on the selection they are entitled to make inquiries into the stated references, whereby **the Contracting Entity reserves the right to invite the Tenderer to submit within the requested period of time additional means of proof and/or certificates demonstrating the successful implementation of the stated reference works/sales by individual buyers/issuers of references**. If the stated references do not demonstrate the actual situation, they will not be observed by the Contracting Entity. **Only references of those works (sales) of the economic operator which they performed directly (with own skills and capacities) will be acknowledged.**

*By submitting the tender, the Tenderer agrees for the Contracting Entity to ask the buyer/issuer of reference to confirm the references given or the successfully carried out operations of the Tenderer.*

*The above stated reference conditions may be fulfilled by the Tenderer independently, by a group of Tenderers (partners) in a joint tender or with subcontractors,* ***whereby such an entity (or personnel) (being relied on to demonstrate the fulfilment of conditions or capacity) shall also carry out the relevant works of the public contract (for which the reference will be enclosed in the tender).***

* 1. **OTHER REQUIREMENTS OR CONDITIONS OF THE CONTRACTING ENTITY**

**A.** The Tenderer, a group of Tenderers within a joint tender, all subcontractors and entities on whose capacity the Tenderer relies that are listed in the tender, must not be on the list of business entities the Contracting Entity is not allowed to participate with on the basis of Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of RS, no. 69/11-UPB2, hereinafter also ZIntPK).

**Means of proof:**

* Filled out ESPD (in “Part IV: Selection criteria, ɑ: Global indication for all selection criteria«) by (all) economic entities in the tender.

**B.** In accordance with Article 14, Paragraph 6 of Integrity and Prevention of Corruption Act (Official Gazette of RS, no. 69/11-UPB2; hereinafter also ZIntPK), the selected Tenderer shall be obliged, at the invitation of the Contracting Entity, before signing the contract/Framework Agreement, to submit the statement or information about the participation of natural and legal entities owned by the selected Tenderer, and about the economic entities, which are deemed associates of the selected Tenderer pursuant to the law governing corporate entities (Attachment 3/3). If the Tenderer submits a false statement or gives untrue information about the stated facts, this will result in the voidness of the contract/Framework Agreement. Other economic entities who act in the tender together with the Tenderer will also have to submit a statement.

**Means of proof:**

* Filled out ESPD (in “Part IV: Selection criteria, ɑ: Global indication for all selection criteria«) by (all) economic entities in the tender.

**The Tenderer may submit the relevant Attachment 3/3 already upon the submission of the tender,** for all economic entities that acts in the tender together with the Tenderer (for all partners, subcontractors and/or entities on whose capacity the economic operator relies).

* 1. **ACCEPTING THE CONDITIONS OF THE TENDER DOCUMENTATION**

The Tenderer, a group of Tenderers within a joint tender (partner/s), all subcontractors and entities on whose capacity the Tenderer relies that are listed in the tender (applies to the subcontractor and the entity on whose capacity the Tenderer will rely) must confirm they are informed of the provisions or requirements and conditions of the tender documentation and that they agree therewith (or agree in the part relating to the subcontractor or the entity/ies on whose capacity the Tenderer relies).

**Means of proof:**

* Filled out ESPD (in “Part IV: Selection criteria, ɑ: Global indication for all selection criteria«) by (all) economic entities in the tender.

1. **FINANCIAL GUARANTEES**
   1. **General**

To secure the fulfilment of their obligations towards the Contracting Entity, the Tenderer shall submit bank guarantees to the Contracting Entity. Bank guarantees must be irrevocable, unconditional and payable at first demand, and must be issued on the templates contained in the tender documentation.

***Bank guarantees must contain the following clause****: “This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.”*

A bank guarantee shall be subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758. **A bank guarantee must be issued by the bank with a head office in the Republic of Slovenia. The language used for this purpose is Slovenian**.

The applied currency is EUR. The content of bank guarantees not submitted by the Tenderer on enclosed templates in the tender documentation may not significantly deviate from the sample of the financial guarantee contained in the tender documentation, and must not contain additional conditions for payment, shorter deadlines than specified by the Contracting Entity, lower amounts than specified by the Contracting Entity or amendments to the local jurisdiction for resolving disputes between a beneficiary and a bank.

*In the template, the titles “contact, contractual obligations…” apply mutatis mutandis to the “Framework Agreement”.*

* 1. **Tender Guarantee**

The Tenderer shall submit to the Contracting Entity an irrevocable, unconditional and payable at first demand tender guarantee **in the amount of EUR 40,000.00 with a period of validity up to (and including) the day of validity of the tender** (Attachment 9).

The bank guarantee **must be** subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758. **Bank guarantee must be issued by the bank with a head office in the Republic of Slovenia. The language used for this purpose is Slovenian**.

The beneficiary of the payment in respect of the tender guarantee is JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o., Verovškova ulica 62, 1000 Ljubljana.

The tender guarantee begins on the day of the public opening of tenders. If the Tenderer specifies a longer period of validity of the tender than the one requested, it must be covered by a tender guarantee.

Tender guarantee may be realised for the following reasons:

1. The principal ordering the tender bond (i.e. the Tenderer) has withdrawn the tender after the expiry of the deadline for the receipt of tender or changed the tender inadmissibly in the period of its validity; or
2. The principal ordering the tender bond (i.e. the selected Tenderer) failed to sign the Framework Agreement at the request of the beneficiary; or
3. The principal ordering the tender bond (i.e. the selected Tenderer) failed to submit the performance guarantee pursuant to the conditions of the public contract.

The sample of bank guarantee is enclosed in Attachment 9.

If the selected Tenderer fails to conclude a Framework Agreement at the Contracting Entity’s invitation, the Contracting Entity will enforce the tender guarantee without any obligation to the Tenderer, and propose to the National Review Commission to instigate criminal proceedings referred to in Article 112 of ZJN-3.

1. **TENDERER SELECTION CRITERIA**

The criterion for the selection of most economically advantageous tender/offer is the lowest seller's costs using the following equation:

**F = 0.4 x FDA + 0.6 x FFP**

The Contracting Entity will conclude a Framework Agreement with the Tenderer, who will meet the conditions and requirements laid down in the tender documentation and offer the **lowest seller's costs (F)** per selected natural gas product.

FDA = seller's costs for the purchase of natural gas at the day-ahead price, as specified in section 2.3.d, amounting to \_\_\_\_ EUR/MWh

FFP = seller's costs for the purchase of natural gas at the standardised futures-product price, as specified in section 2.3.e, amounting to \_\_\_\_ EUR/MWh.

If several tenders are equal in value, the contract shal be awarded to the Tenderer offering the lower seller’s costs relating to FFP.

If several tenders are equal in value and also the seller’s costs relating to FFP are equal in value, the Tenderer shall be chosen by drawing lots.

1. **INSTRUCTIONS TO TENDERERS ON PREPARING THE TENDER AND METHOD OF SUBMITTING THE TENDER**
   1. **Method and Instructions for the Submission of Tender**
      1. **General**

The Tenderer **must** **submit** the tender **to the e-JN** **information system** (hereinafter also the e-JN system) at <https://ejn.gov.si/eJN2>, pursuant to section 3 of the document Instructions for using the e-JN system for use of the functionalities of electronic submission of tenders in the e-JN system: TENDERERS (hereinafter also: Instructions for using e-JN), which is part of the tender documentation and published on the website <https://ejn.gov.si/eJN2>.

Prior to the submission of tender the Tenderer will have to register on the website <https://ejn.gov.si/eJN2>, pursuant to the Instructions for using e-JN. If the Tenderer is already registered in the information system e-JN, they shall log into the application on the same website.

The user of the Tenderer, who is authorised to submit tenders in the e-JN information system, submits the tender by clicking the “Submit” button. Upon the submission of the tender, the e-JN information system registers the identity of the user and the time of the tender submission. By submitting the tender, the user demonstrates and expresses will to submit a binding offer on behalf of the Tenderer (Article 18 of the Code of Obligations; Official Gazette of RS, no. 97/07 – official consolidated text, 64/16 – decision of the Constitutional Court and 20/18 – OROZ631). By submitting the tender, the latter become binding for the period of time stated in the tender, unless the user of the Tenderer withdraws it or amends it prior to the expiration of the tender submission deadline.

The tender shall be deemed as timely submitted, if received by the Contracting Entity throught the e-JN system <https://ejn.gov.si/eJN2> no later than by the deadline for the submission of tenders. Submitted tender shall refer to the tender, which is labelled in the e-JN information system as “SUBMITTED”. After the expiry of the deadline for the submission of tender it will not longer be possible to submit tenders.

The Tenderer may withdraw or amend their tender by the deadline for the submission of tenders. If the Tenderer withdraws their tender in the e-JN information system, the tender shall be deemed not submitted and the Contracting Entity will not see it in the e-JN system. If the Tenderer amends their tender in the e-JN information system, the Contracting Entity will see the last submitted tender in the system.

* + 1. **Format of the tender**

The tender **must be attached in the .pdf format/record/file** (scan of complete tender with filled out and signed contractual documents – stamp is not required). The Tenderer may substitute the physical signature with an electronic signature if permitted by e-JN and unless otherwise specified in the tender documentation. The Tenderer shall be obliged to enclosed all attachments, unless an individual Attachment specifies otherwise.

* + 1. **Access to the link for the submission of the electronic tender**

Access to the link (web address) through which the Tenderers submit electronic tenders in this public procurement procedure is available to the Tenderers in the relevant Public Contract Notice on the Public Procurement Portal **in the section “1.3 Notification”**.

* + 1. **Instructions to the Tenderer on uploading the tender documentation to the e-JN system**
* **Form “Attachment 2”:**

In the e-JN information system, **in the section “Pro-forma invoice” (»Predračun«)**, the Tenderer uploads a filled out form Attachment 2 (in “pdf” format/record/file), which is **signed upon the submission of tender – electronic signature**. *It will be available or accessible to the public at the public opening of tenders.*

* **ESPD – Tenderer/lead partner:**

The Tenderer (lead partner) must fill out the ESPD form and upload it in the xml format to the e-JN information system **in the section “ESPD form – Tenderer” (»Obrazec ESPD - ponudnik«) (signed upon the subsmission of the tender – electronic signature)**. *It will not be disclosed to the public and other Tenderers at the public opening of tenders.*

* **ESPD – Other participants:**

In the event of a joint tender (with partners), reliance on the capacity of other entities and/or subcontractors, the Tenderer shall be obliged to upload the filled out and signed ESPD forms in the .pdf format or in an electronic form for each of the participating entities (partners from the group of Tenderers, subcontractors and/or other entities on whose capacities the Tenderer relies) to the e-JN information system **in the section “ESPD – other participants” (»ESPD – ostali sodelujoči«)**. *It will not be disclosed to the public and other Tenderer at the public opening of tenders.*

* **Other tender documentation/attachments:**

The Tenderer will upload other tender documents/attachment **in the section “Other attachments” (»Druge priloge«)**.

*In the event of discrepancies between the information in Attachment 2 – uploaded in the section “Pro-forma invoice”, and the whole Tender estimate – uploaded in the section “Other documents”, the information in the whole tender estimate uploaded to the section “Other documents” shall be deemed as valid.*

It is also desired (but not necessary) that other tender documentation/attachments are attached in the order pursuant to the tender documentation. Other tender documentation will not be disclosed to the public and other Tenderers at the public opening of tenders.

* 1. **Content of the Tender Documentation**

*The Tenderer that submits the tender guarantees declares under criminal and material liability that all information and documents presented in the tender are true and match the original.*

**The tender documentation required by the Contracting Entity in this public tender is specified below:**

|  |  |  |  |
| --- | --- | --- | --- |
|  | INFORMATION ABOUT THE TENDERER | ***Attachment*** | ***1*** |

The Attachment needs to be filled out and signed and uploaded to the **section “Other attachments” (»Druge priloge«)**.

*If several Tenderers submit a joint – partnership tender, all Tenderers – partners shall fill out the a copy of the form in the Attachment 1. The certified legal act on the joint execution of the public contract should also be enclosed to Attachment 1.*

|  |  |  |  |
| --- | --- | --- | --- |
|  | TENDER | ***Attachment*** | ***2*** |

The Tenderer must fill out and sign the form **Attachment 2,** and upload it to the **section “Pro-forma invoice” (»Predračun«)**. The document will also be available or accessible to the public at the public opening of tenders.

|  |  |  |  |
| --- | --- | --- | --- |
|  | ESPD – TENDERER/LEAD PARTNER | ***Attachment*** | ***3/1*** |

The Tenderer (or the lead partner in the event of a joint tender) must fill out the ESPD form and upload it in the .pdf format or in electronic form (unsigned .xml format to be signed simultaneously with the submission of the tender) to the e-JN information system **to the section “ESPD – Tenderer” (»Obrazec ESPD - ponudnik«)**.

*Even if the Tenderer uploads the signed ESPD in .pdf format, it will be signed once more with the signing of the tender.*

*Individual member/s of the group of Tenderers within a joint tender (partner/s) must upload ESPD in the section “ESPD – other participants” (»ESPD – ostali sodelujoči«) (Attachment 3/2).*

|  |  |  |  |
| --- | --- | --- | --- |
|  | ESPD – OTHER PARTICIPANTS | ***Attachment*** | ***3/2*** |

For all partners stated in the tender *(in the event of a joint tender)*, and/or subcontractors *(if the Tenderer carries out a public contract with subcontractors)* and/or entities on whose capacity the Tenderer relies *(if the Tenderer uses the capacity of other entities for the implementation of the public contract)*, the Tenderer must upload the filled out ESPD forms (for every participant) in the .pdf form or in the .xml format (electronically signed) to the e-JN information system **in the section “ESPD – other participants”** **(»ESPD – ostali sodelujoči«)**.

|  |  |  |  |
| --- | --- | --- | --- |
|  | STATEMENT ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE TENDERER’S ASSETS | ***Attachment*** | ***3/3*** |

The Tenderer, individual members (partners) of the group of Tenderers within a joint tender, all subcontractors and entities on whose capacity the Tenderer relies that are stated in the tender must fill out and sign the form of the statement, and upload it to the **section “Other attachments” (»Druge priloge«)**.

|  |  |  |  |
| --- | --- | --- | --- |
|  | AUTHORISATION FOR OBTAINING CERTIFICATES FROM CRIMINAL RECORDS | ***Attachment*** | ***4*** |

The Attachment **contains authorisations** for obtaining certificates from criminal records for legal **and** natural entities.

The Tenderer, individual members (partners) of the group of Tenderers within a joint tender, all subcontractors and entities on whose capacity the Tenderer relies that are stated in the tender must fill out and sign the authorisation and upload it to the **section “Other attachments” (»Druge priloge«)**.

The authorisation for natural entities must be filled out and signed by **ALL** (natural) entities, who are members of the economic operator’s administrative, managerial or supervisory body or who have powers for its representation or decision-making or control. The Tenderer makes the required number of copies of the form.

|  |  |  |  |
| --- | --- | --- | --- |
|  | LIST OF SUBCONTRACTORS | ***Attachment*** | ***5*** |

If the Tenderer intends to perform the public contract with subcontractors, they must act pursuant to Article 94 of ZJN-3 and submit a filled out and signed Attachment 5 for all listed subcontractors.

When a Tenderer intends to perform the public contract with a subcontractor that requests direct payment pursuant to Article 94 of ZJN-3, Forms 1 and 2 to Attachment 5 must also be filled out.

The Tenderer makes the required number of copies of all forms. Forms need to be uploaded to the **section “Other attachments” (»Druge priloge«)**. If the Tenderer does not submit tender with any subcontractor, the Attachment does not need to be filled out.

|  |  |  |  |
| --- | --- | --- | --- |
|  | LIST OF ENTITIES ON WHOSE CAPACITY THE TENDERER RELIES | ***Attachment*** | ***6*** |

The Tenderer must fill out and sign the Attachment, if they are using the capacities of other entities to execute the public contract, who are not partner/s in a joint tender or subcontractor/s.

The Tenderer makes the required number of copies of all forms. Forms need to be uploaded to the **section “Other attachments” (»Druge priloge«)**. If the Tenderer does not intend to rely on the capacity of other entities to execute the public contract, the Attachment does not need to be filled out.

|  |  |  |  |
| --- | --- | --- | --- |
|  | LIST OF REFERENCES | ***Attachment*** | ***7*** |

In form 7 the Tenderer must list the obtained references for the relevant public contract. The Tenderer makes the required number of copies of the form. Forms need to be uploaded to the **section “Other attachments” (»Druge priloge«)**.

|  |  |  |  |
| --- | --- | --- | --- |
|  | TEMPLATE OF THE FRAMEWORK AGREEMENT | ***Attachment*** | ***8*** |

The template of the Framework Agreement is an integral part of the tender documentation. By submitting the tender (Attachment 2), the Tenderer confirms that they agree with the content of the template of the Framework Agreement, so the Tenderer is **not** required to attach it to the tender documentation.

|  |  |  |  |
| --- | --- | --- | --- |
|  | TENDER GUARANTEE | ***Attachment*** | ***9*** |

The Tenderer must enclose to the tender a copy of the tender guarantee pursuant to the requirements and conditions of the tender documentation. The financial guarantee must comply with the relevant template of the tender guarantee in the tender documentation.

The Tenderer **must** upload a copy of the tender guarantee through the e-JN system to the **section “Other documents” (»Druge priloge«).**

|  |  |  |  |
| --- | --- | --- | --- |
|  | STATEMENT ON THE FULFILMENT OF BASIC CAPACITY FOR LEGAL AND NATURAL ENTITIES | ***Attachment*** | ***10*** |

The Contracting Entity has prepared draft statements, which can be used (but not required) by the economic operator to demonstrate the fulfilment of conditions in accordance with the requirements and conditions of the tender documentation, in case the competent authorities do not issue such means of proof or where these do not cover all cases.

Every economic operator shall bear the responsibility to submit the required certificates or means of proof for every person, who is a member of the economic operator’s administrative, managerial or supervisory body or who has powers for its representation or decision-making or control.

The Tenderer **must** upload the forms or statements through the e-JN system in the **section “Other documents” (»Druge priloge«).**

|  |  |  |  |
| --- | --- | --- | --- |
|  | INFORMATION ON THE TENDERER | ***Attachment*** | ***1*** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Public contract**: JPE-ST-260/20 – “Purchase of natural gas” | | | | | |
| **INFORMATION ON THE TENDERER** | | | | | |
| Name of the Tenderer | |  | | | |
| Full address | |  | | | |
| Registration and tax number | |  | |  | |
| Bank account of the Tenderer | |  | | | |
| **AUTHORISED OFFICER OF THE TENDERER** | | | | | |
| Name of the responsible person  (signatory to the contract/Framework Agreement) | |  | | | |
| Position | |  | | | |
| E-mail address and phone | |  | |  | |
| **CONTACT PERSON OF THE TENDERER** | | | | | |
| Name of contact person (relating to the contract) | |  | | | |
| Position | |  | | | |
| E-mail address and phone | |  | |  | |
| **OTHER INFORMATION** | | | | | |
| The Tenderer is MSE\* (YES/NO): *\*MSP: Micro, small and medium-sized enterprises as defined in the Commission Recommendation 2003/361/EC* | | | |  | |
| The Tenderer’s representative/s who will organise the implementation of the relevant contract/Framework Agreement  Article 16.1 of the Framework Agreement | | **Notices and correspondence:**  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mr/Ms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  **Accounts:**  Mr/Ms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  Payments (bank): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Bank account details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |
|  | |  | |  | |
| (place, date) | | stamp | | (Name and signature of the Tenderer's authorised officer) | |

***Instruction:***

*The Tenderer* ***uploads*** *the form* ***in the section “Other attachments”******(»Druge priloge«).*** *within the e-JN system****!!!***

***Note:***

***The Tenderer must also attach the LEI number and ACER code to the tender on a specific form!!!*** *The form must be uploaded to the* ***section “Other attachments”* (»Druge priloge«)***.*

|  |  |  |
| --- | --- | --- |
|  | TENDER | ***Attachment 2*** |

PUBLIC CONTRACT:  **JPE-ST-260/20 – “Purchase of natural gas”**

TENDERER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENDER NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The tender is submitted (tick as appropriate):

|  |  |  |  |
| --- | --- | --- | --- |
| * individually | * as a joint tender | * with subcontractors | * Reliance on the capacities of other entities |

1. **TOTAL SELLER’S COSTS**

**Total seller’s costs: F = 0,4 x FDA + 0,6 x FFP**

**F = \_\_\_\_\_\_\_\_\_\_\_**

FDA = seller’s costs for the purchase of natural gas at the day-ahead price, as specified in section 2.3.d amounting to \_\_\_\_\_\_\_\_\_ EUR/MWh

FFP = seller’s costs for the purchase of natural gas at the standardised futures-product price, as specified in section 2.3.e amounting to \_\_\_\_\_\_\_\_\_\_\_ EUR/MWh.

1. **VALIDITY OF THE TENDER**

The tender is binding and is valid \_\_\_\_\_\_\_\_ months (3 months minimum) from the date specified for the submission of tenders.

With the submission of the tender, we declare and confirm that we fulfil all conditions and requirements from the tender documentation, no. JPE-ST-260/20 – “Purchase of natural gas”.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name and signature of the Tenderer's authorised officer) |

***Instruction:***

*Attachment 2* ***must be uploaded separately in the section “Pro-forma invoice”*** ***(»Predračun«)*** *within the e-JN system****!!***

|  |  |  |  |
| --- | --- | --- | --- |
|  | ESPD – TENDERER/MAIN PARTNER | ***Attachment*** | ***3/1*** |

The Tenderer (or the lead partner in the event of a joint tender) must fill out theiESPD form and upload it in .pdf format or in electronic form (unsigned .xml format to be signed simultaneously with the submission of the tender) to the e-JN information system **in the section “ESPD – Tenderer”** **(»Obrazec ESPD - ponudnik«)**.

*Even if the Tenderer uploads the signed ESPD in .pdf format, it will be signed once more with the signing of the tender.*

|  |  |  |  |
| --- | --- | --- | --- |
|  | ESPD – OTHER PARTICIPANTS | ***Attachment*** | ***3/2*** |

For all partners *(in the event of a joint tender)*, and/or subcontractors *(if the Tenderer performs the public contract with subcontractors)* and/or entities on whose capacities the Tenderer relies *(insofar as the Tenderer relies on the capacities of other entities for the execution of the public contract)* that are listed in the tender, the Tenderer must upload the manually/physically signed ESPD forms (for each participating entity) in .pdf form or in .xml format (electronically signed) to the e-JN information system **in the section “ESPD – other participants” (»ESPD – ostali sodelujoči«)**.

|  |  |  |  |
| --- | --- | --- | --- |
|  | STATEMENT ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE TENDERER’S ASSETS | ***Attachment*** | ***3/3*** |

**S T A T E M E N T**

**ON THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE TENDERER’S ASSETS**

***Information on the legal entity (Tenderer):***

Full name of the company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company headquarters: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Municipality of the company headquarters: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Court register number (entry no.): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company registration no.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VAT ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In relation to the Public Tender **JPE-ST-260/20 – »Purchase of natural gas«** and pursuant to Article 14, Paragraph 6 of the Integrity and Prevention of Corruption Act (ZIntPK-Official consolidated text), we hereby provide information on the participation of natural and legal persons in the Tenderer's assets, including the participation of silent partners, as well as on economic operators, which are considered to be companies affiliated to the Tenderer under the provisions of the Companies Act.

**WE HEREBY DECLARE** that the following legal persons, including silent partners, participate in the assets of the stated Tenderer:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name** | **Headquarters** | **Ownership stake in %** |
| **1.** |  |  |  |
| **2.** |  |  |  |
| **3.** |  |  |  |
| **4.** |  |  |  |
| **5.** |  |  |  |
| **….** |  |  |  |

**WE HEREBY DECLARE** that the following natural persons, including silent partners, participate in the assets of the stated Tenderer:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name and surname** | **Residential address** | **Ownership stake in %** |
| **1.** |  |  |  |
| **2.** |  |  |  |
| **3.** |  |  |  |
| **4.** |  |  |  |
| **5.** |  |  |  |
| **…** |  |  |  |

**WE HEREBY DECLARE** that under the provisions of the Companies Act the following economic operators are considered to be affiliated companies of the Tenderer:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name** | **Headquarters** | **Registration number** |
| **1.** |  |  |  |
| **2.** |  |  |  |
| **3.** |  |  |  |
| **4.** |  |  |  |
| **5.** |  |  |  |
| **….** |  |  |  |

By signing this statement, I guarantee that in the entire ownership structure there are no other natural and legal persons and silent partners and economic operators that are considered to be related companies in accordance with the provisions of the Companies Act.

By signing this statement, I guarantee that the information is true and accurate, and I am aware that the Framework Agreement may be declared null and void in the case of a false statement or inaccurate information about the facts. I undertake to notify the Contracting Entity of any change in the information submitted.

*All statements are given under criminal and material liability.*

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Place in date) Stamp (Name and signature of the Tenderer's

authorised officer)

***Instruction:***

*The statement shall be filled out and signed by the Tenderer, as well as all individual members of the group of Tenderers (partners) in a joint tender* ***and*** *all subcontractors (if the Tenderer performs the public contract with subcontractors) and any entities on whose capacity the Tenderer relies (insofar as the Tenderer relies on the capacities of other entities in the implementation of the public contract).*

*The Tenderer uploads the form**within the e-JN system* ***in the section “Other documents”* (»Druge priloge«)*!!!***

***Note:***

*Pursuant to the response of the Commission for the Prevention of Corruption to question No. 214 of 23 February 2012 in case No. 0672-1/2012-39 (published on website https://www.kpk-rs.si/sl/pogosta-vprasanja), the Tenderer may, in case that the Tenderer or a company in its ownership structure is a public limited company, only state the shareholders who directly or indirectly hold more than 5% of shares or an interest of above 5% in founder’s rights, management or equity of the public limited company.*

|  |  |  |  |
| --- | --- | --- | --- |
|  | AUTHORISATION FOR OBTAINING CERTIFICATES FROM CRIMINAL RECORDS | ***Attachment*** | ***4*** |

**AUTHORISATION FOR OBTAINING CERTIFICATES FROM CRIMINAL RECORDS –**

**FOR LEGAL ENTITIES**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (name of the authorising party,) hereby authorise JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, 1000 Ljubljana, to obtain a certificate from criminal records for the purposes of verifying the fulfilment of conditions in the public procurement procedure, no. **JPE-ST-260/20 – “Purchase of natural gas”**, from the Ministry of Justice.

**Information about the legal entity:**

Full name of the company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company headquarters: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Municipality of the company headquarters: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Court register number (entry no.): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company registration no.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) |  | (signature of the authorised officer/responsible person) |

***Instruction:***

*The statement shall be filled out and signed by the Tenderer, as well as all individual members of the group of Tenderers (partners) in a joint tender* ***and*** *all subcontractors (if the Tenderer performs the public contract with subcontractors) and any entities on whose capacity the Tenderer relies (insofar as the Tenderer relies on the capacities of other entities in the implementation of the public contract).*

*The Tenderer uploads the form**within the e-JN system* ***in the section “Other attachments”* (»Druge priloge«)*!!!***

**AUTHORISATION FOR OBTAINING CERTIFICATES FROM CRIMINAL RECORDS –**

**FOR NATURAL ENTITIES**

I, the undersigned **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (name and surname) hereby authorise JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, 1000 Ljubljana, to obtain a certificate from criminal records for the purposes of verifying the fulfilment of conditions of the public procurement procedure, no. **JPE-ST-260/20 – “Purchase of natural gas”**, from the Ministry of Justice.

**Please find my personal data below:**

Personal identification number (EMŠO – mandatory information): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PLACE OF BIRTH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MUNICIPALITY OF BIRTH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTRY OF BIRTH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PERMANENT/TEMPORARY ADDRESS:

* (street name and house number) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* (postcode and town) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NATIONALITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BIRTH NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) |  | (signature of the authorising party) |

***Navodilo:***

*The statement shall be filled out and signed by the Tenderer, as well as all individual members of the group of Tenderers (partners) in a joint tender* ***and*** *all subcontractors (if the Tenderer performs the public contract with subcontractors) and any entities on whose capacity the Tenderer relies (insofar as the Tenderer relies on the capacities of other entities in the implementation of the public contract).*

*The Attachment needs to be filled out by* ***ALL*** *persons who are members of the economic operator’s administrative, managerial or supervisory body* ***or*** *who have powers for its representation or decision-making or control.*

*The Tenderer uploads the form**within the e-JN system* ***in the section “Other attachments”* (»Druge priloge«)*!!!***

|  |  |  |  |
| --- | --- | --- | --- |
|  | LIST OF SUBCONTRACTORS | ***Attachment*** | ***5*** |

The Tenderer must list the subnoctractors who participate in a joint tender and fill out the required information. The Attachment must be signed by the Tenderer and the subcontractor.

|  |  |  |
| --- | --- | --- |
| Public contract: **JPE-ST-260/20 – “Purchase of natural gas”** | | |
| Name of the subcontractor |  | |
| Full address |  | |
| Pursuant to Article 94 of ZJN-3, as a subcontractor we request direct payment by the Contracting Entity | Circle/mark | |
| YES | NO |
| All legal representatives of the subcontractor |  | |
| Registration and tax number of the Subcontractor |  |  |
| Bank account of the subcontractor |  | |
| Each part of the public contract (service/construction/goods) being subcontracted (type/description of works) |  | |
|  | |
|  | |
|  | |
|  | |
|  | |
|  | |
| Indicative quantity/share (%) of the public contract being subcontracted  *(must be less than 100%)* |  | |

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the **Tenderer’s** authorised officer: Signature of the **subcontractor’s** authorised officer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp: Stamp:

***Note:*** *The form also applies if the economc operator decides to subcontract part of the public contract and relies on subcontarctor’s capacities for the implementation of that part, whereby the subcontractor is not required to fill out form 6 as well.*

***Instruction****: Make copies of the form, if required!*

*The Tenderer uploads the form within the e-JN system* ***in the section “Other documents(»Druge priloge«)”!!!***

|  |  |  |
| --- | --- | --- |
|  | AUTHORISATION OF THE TENDERER | **Form 1 to Attachment 5** |

Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for the implementation of the public contract, no. **JPE-ST-260/20 – “Purchase of natural gas”** and in accordance with Article 94 of ZJN-3

**AUTHORISE**

the Contracting Entity, JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o., Verovškova ulica 62, 1000 Ljubljana, to directly settle our payments in respect of the subcontractors below on the basis of the confirmed invoice or interim certificate:

|  |  |
| --- | --- |
| No. | NAME OF THE SUBCONTRACTOR |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |
| 5. |  |
| : |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stamp \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Place and date) (Name and signature of the Tenderer)

***Note:***

*The form shall be filled out and signed when the Tenderer intends to carry out the public contract with a subcontractor that requests direct payment pursuant to Article 94 of ZJN-3, and consequently serves as an Attachment to the public contract.*

*If the Tenderer does not intend to carry out the public contract with the subcontractor that requests direct payment, the form does not need to be filled out.*

***Instruction:***

*The lead contractor must attach to the invoice or statement also the invoice or statement of the subcontractor that was confirmed in advance.*

*The Tenderer uploads the form within the e-JN system* ***in the section “Other documents”*** ***(»Druge priloge«)!!!***

|  |  |  |
| --- | --- | --- |
|  | CONSENT OF SUBCONTRACTORS | **Form 2 to Attachment 5** |

Subcontractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

who perform as a subcontractor for the Tenderer (lead contractor)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

for the implementation of the public contract, no. **JPE-ST-260/20 – “Purchase of natural gas”**

**HEREBY AGREE**

that the Contracting Entity JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o., Verovškova ulica 62, 1000 Ljubljana, pursuant to Article 94 of ZJN-3, settles our payments in respect of the Tenderer in relation to the implementation of the public contract instead of the Tenderer, on the basis of the issued invoices/ interim certificates, confirmed in advance by the Tenderer, and will form an Attachment to the invoices/ interim certificates that will be issued by the Tenderer to the Contracting Entity.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stamp \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place and date Signature of the subcontractor’s

authorised officer

***Note:***

*The form shall be filled out and signed when the Tenderer intends to carry out the public contract with the subcontractor that requests direct payment pursuant to Article 94 of ZJN-3, and consequently serves as an Attachment to the public contract.*

*If the Tenderer does not intend to carry out the public contract with the subcontractor that requests direct payment, the form does not need to be filled out.*

***Instruction:***

*The Tenderer uploads the form within the e-JN system* ***in the section “Other documents”* *(»Druge priloge«)!!!***

|  |  |  |  |
| --- | --- | --- | --- |
|  | LIST OF ENTITIES ON WHOSE CAPACITY THE TENDERER RELIES | ***Attachment*** | ***6*** |

|  |  |  |
| --- | --- | --- |
| Public contract: **JPE-ST-260/20 – “Purchase of natural gas”** | | |
| Name of the entity |  | |
| Full address |  | |
| All legal representatives of the entity |  | |
| Registration and tax number of the entity |  |  |
| Bank account of the entity |  | |
| Each part of the public contract for which the Tenderer intends to rely on the capacities of the entity |  | |
| Indicative quantity/share (%) of public contract *(must be less than 100%)* |  | |

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the **Tenderer’s** authorised officer: Signature of the **entity’s** authorised officer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp: Stamp:

***Note:***

*The Attachment needs to be filled out, if the Tenderer relies on the capacities of other entities for the implementation of the public contract.*

***Instruction:***

*Make copies of the form, if required!*

*The Tenderer uploads the form within the e-JN system* ***in the section “Other documents”* *(»Druge priloge«)!!!***

|  |  |  |  |
| --- | --- | --- | --- |
|  | LIST OF REFERENCES | ***Attachment*** | ***7*** |

**List of reference works or successfully implemented transactions/sales of the Tenderer**

We hereby declare, under criminal and material liability, that the below information about reference works/transactions is true. If required, we will provide the Contracting Entity with additional proofs about the successful implementation of the stated reference works within the set period.

|  |  |
| --- | --- |
| Tenderer  (as contractor/seller of reference work): |  |
| Issuer of reference  (buyer or investor of reference transaction): |  |
| Month and year or period of performance of reference works (**from-to**): |  |
| Subject of reference: |  |
| Quantity of natural gas in MWh: |  |

|  |  |
| --- | --- |
| Tenderer  (as contractor/seller of reference work): |  |
| Issuer of reference  (buyer or investor of reference transaction): |  |
| Month and year or period of performance of reference works (**from-to**): |  |
| Subject of reference: |  |
| Quantity of natural gas in MWh: |  |

|  |  |
| --- | --- |
| Tenderer  (as contractor/seller of reference work): |  |
| Issuer of reference  (buyer or investor of reference transaction): |  |
| Month and year or period of performance of reference works (**from-to**): |  |
| Subject of reference: |  |
| Quantity of natural gas in MWh: |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stamp \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature of responsible person) (place and date)

***Note:*** *The Tenderer makes the required number of copies of the form.*

***Instruction:*** *The Tenderer uploads the form within the e-JN system* ***in the section “Other documents”* *(»Druge priloge«)!!!***

|  |  |  |  |
| --- | --- | --- | --- |
|  | TEMPLATE OF THE FRAMEWORK AGREEMENT | ***Attachment*** | ***8*** |

*Buyer no.: \_\_\_\_\_\_\_\_\_*

*Seller no.: \_\_\_\_\_\_\_\_\_*

**Buyer:** .............................................................................................................,

represented by:.........................................................................................

bank account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VAT ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter: the Buyer)

and

**Seller:** .............................................................................................................,

represented by:.........................................................................................

bank account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VAT ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter: the Seller)

hereby conclude the following

**FRAMEWORK AGREEMENT**

**FOR THE PURCHASE OF NATURAL GAS**

**Article 1**

**Introductory provisions**

1.1. The parties to this Framework Agreement have established that JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, 1000 Ljubljana, on the basis of the authorisation of the Buyer and organisational instructions of JAVNI HOLDING Ljubljana, d.o.o. and associated public companies on the implementation of public contract, carried out a public procurement procedure no. [JPE-ST-260/20](http://jn.energetika-lj.si/jn/index.php?x=predlog&y=ogled&id=6217) – »Purchase of natural gas« under open procedure, pursuant to Article 40 of the Public Procurement Act (Official Gazette of RS, no. 91/15 as amended; hereinafter: ZJN-3) (publication on the Public Procurement Portal of \_\_\_\_\_\_\_\_\_\_\_\_ under number \_\_\_\_\_\_\_\_\_ and in the Official Journal of the European Union, Document \_\_\_\_\_/S \_\_\_-\_\_\_\_\_\_\_,) with the purpose of concluding a Framework Agreement for the “Purchase of natural gas” (hereinafter: the Framework Agreement or Agreement), in which the Buyer selected the Seller based on the most economically advantageous tender and the conditions and requirements defined in the public tender documentation of the buyer, no. [JPE-ST-260/20](http://jn.energetika-lj.si/jn/index.php?x=predlog&y=ogled&id=6217) – “Purchase of natural gas” (hereinafter: Tender documentation).

1.2. The Framework Agreement shall be concluded for a period of 48 (forty-eight) months, starting on the first day in the month that follows the month of the conclusion of the Framework Agreement, i.e. on \_\_\_\_\_\_\_, until \_\_\_\_\_\_, or until the indicative value of the Framework Agreement as defined in Item 3.5 of this Framework Agreement has been exhausted, whichever occurs first.

1.3. The condition for the start of delivery is an established shipper pair, which is confirmed by the transmission system operator for the relevant delivery point.

**Article 2**

**Delivery point**

2.1. The seller undertakes to deliver the subject of the Framework Agreement to the delivery point before the entry to the Slovenian transmission system at the border point between Austria and Slovenia near Ceršak (exit Austria).

The Seller guarantees transport capacities for the Austrian exit, and the Buyer guarantees transport capacities for the Slovenian entry.

**Article 3**

**Subject of the Framework Agreement**

3.1. The seller shall sell, schedule and deliver or cause the contract quantity of natural gas to be delivered to the Delivery point, during each time unit of the total supply period, and the Buyer shall purchase, schedule and off-take or cause the contract quantity of natural gas to be off-taken at the Delivery point during each time unit of the total supply period, that lasts from:

Start of delivery period (pursuant to section 1.2.): first day in the month that follows the month of the conclusion of the Framework Agreement on \_\_\_\_ at 6 a.m.

End of delivery period (pursuant to section 1.2.): on \_\_\_\_\_ at 6 a.m.

3.2. Indicative contractual quantity of natural gas to be purchased is **173,772** MWh.

3.3. Indicative monthly quantity of natural gas to be purchased is listed in the table below:

| **YEAR** | **MONTH** | **INDICATIVE QUANTITY [MWh/h]** | **INDICATIVE QUANTITY [MWh]** |
| --- | --- | --- | --- |
| 2021 | 01 | 10,00 | 7.440,00 |
| 2021 | 02 | 10,00 | 6.720,00 |
| 2021 | 03 | 7,00 | 5.201,00 |
| 2021 | 04 | 4,00 | 2.880,00 |
| 2021 | 05 | 2,00 | 1.488,00 |
| 2021 | 06 | 2,00 | 1.440,00 |
| 2021 | 07 | 1,00 | 744,00 |
| 2021 | 08 | 1,00 | 744,00 |
| 2021 | 09 | 2,00 | 1.440,00 |
| 2021 | 10 | 4,00 | 2.980,00 |
| 2021 | 11 | 7,00 | 5.040,00 |
| 2021 | 12 | 10,00 | 7.440,00 |
| 2022 | 01 | 10,00 | 7.440,00 |
| 2022 | 02 | 10,00 | 6.720,00 |
| 2022 | 03 | 7,00 | 5.201,00 |
| 2022 | 04 | 4,00 | 2.880,00 |
| 2022 | 05 | 2,00 | 1.488,00 |
| 2022 | 06 | 2,00 | 1.440,00 |
| 2022 | 07 | 1,00 | 744,00 |
| 2022 | 08 | 1,00 | 744,00 |
| 2022 | 09 | 2,00 | 1.440,00 |
| 2022 | 10 | 4,00 | 2.980,00 |
| 2022 | 11 | 7,00 | 5.040,00 |
| 2022 | 12 | 10,00 | 7.440,00 |
| 2023 | 01 | 10,00 | 7.440,00 |
| 2023 | 02 | 10,00 | 6.720,00 |
| 2023 | 03 | 7,00 | 5.201,00 |
| 2023 | 04 | 4,00 | 2.880,00 |
| 2023 | 05 | 2,00 | 1.488,00 |
| 2023 | 06 | 2,00 | 1.440,00 |
| 2023 | 07 | 1,00 | 744,00 |
| 2023 | 08 | 1,00 | 744,00 |
| 2023 | 09 | 2,00 | 1.440,00 |
| 2023 | 10 | 4,00 | 2.980,00 |
| 2023 | 11 | 7,00 | 5.040,00 |
| 2023 | 12 | 10,00 | 7.440,00 |
| 2024 | 01 | 10,00 | 7.440,00 |
| 2024 | 02 | 9,00 | 6.264,00 |
| 2024 | 03 | 7,00 | 5.201,00 |
| 2024 | 04 | 4,00 | 2.880,00 |
| 2024 | 05 | 2,00 | 1.488,00 |
| 2024 | 06 | 2,00 | 1.440,00 |
| 2024 | 07 | 1,00 | 744,00 |
| 2024 | 08 | 1,00 | 744,00 |
| 2024 | 09 | 2,00 | 1.440,00 |
| 2024 | 10 | 4,00 | 2.980,00 |
| 2024 | 11 | 7,00 | 5.040,00 |
| 2024 | 12 | 10,00 | 7.440,00 |
| **TOTAL QUANTITY (MWh)** | | | **173.772,00** |

3.4. The quantities of natural gas under Items 3.2 and 3.3 are indicative and the Buyer does not undertake to order and take over the entire indicative quantity of natural gas. The take-or-pay principle shall not apply to the quantities listed under Items 3.2 and 3.3.

3.5. At the time of submitting the announcement of the invitation to tender for publication on the Slovenian Public Procurement Portal, the estimated value of the public contract is EUR 4,100,000.00, VAT excluded.

**Article 4**

**Products of the purchase of natural gas and values of the Framework Agreement**

4.1. The buyer shall purchase natural gas based on the day-ahead price (PDA ), as specified in section 4.5., based on the futures-product price (PFP), as specified in section 4.6., on the basis of the transport capacity price (PTC), as specified in section 4.7., and on the basis of seller’s costs (FDA and FFP), as specified in section 4.8. of the Framework Agreement.

4.2. Price per unit of natural gas purchase at day-ahead price (PDA) is calculated as the sum of individual items PDA,, PTC, FDA.

whereby:

PDA contractual day-ahead price of natural gas, expressed in EUR/MWh, as specified in 4.5.

PTC price od daily exit transport capacity from the Austrian transmission system in the direction to Slovenia at the exit point Murfeld, which is published on the Prisma portal, expressed in EUR/MWh, as specified in section 4.7.

FDA = seller’s costs added to the daily price for the purchase of natural gas for the day ahead, as specified in section 4.8.

4.3. Price per unit of natural gas purchased at the standardised futures-product price (PFP) shall be calculated as the sum of individual items PFP,, PTC, FFP.

whereby:

PFP contractual price of an individual hedge of the standardised futures-product price, expressed in EUR/MWh, as specified in section 4.6.

PTC price of daily exit capacity from the Austrian transport system at the exit point Murfeld, which is published on the Prisma portal, expressed in EUR/MWh, as specified in section 4.7.

FFP seller’s costs added to the price for the purchase of an individual natural gas standardised futures-product, expressed in EUR/MWh, as specified in section 4.8.

4.4. All prices and amounts within the Framework Agreement exclude VAT.

4.5. Buyer’s daily nomination represents a sum of all agreed quantities for a specific day. The nomination must be made for the complete 24 (twenty-four)-hour quantity, whereby the hourly quantity equals the daily quantity, divided by 24 (twenty-four).

4.6. The Tenderer is expected to be informed of all regulations and laws regarding they payment of fees, taxes and other duties that apply to the supply of natural gas pursuant to this Framework Agreement, that they have fully examined the documentation on the award of contract, and that they have accessed all the required information that affects the contractual price of the natural gas.

* 1. Purchase of natural gas at the day-ahead price (PDA)

4.5.1. The buyer shall be entitled to purchase natural gas pursuant to the Framework Agreement at the day-ahead price (PDA) with daily nomination in D-1. The purchase on the basis of the reference day index price relates to the daily baseload volume of natural gas (i.e. an equal distribution of natural gas per every hour for every day of delivery) between 6 a.m. on Day D and 6 a.m. on Day D+1.

4.5.2. The minimum size of tranche that may be defined at the day-ahead price (PDA) is 1 MWh/h.

4.5.3. The buyer nominates the daily baseload volume for delivery on Day D until 1 p.m. CET on the working day which is directly before the day of delivery.

4.5.4. The buyer announces the daily baseload volume to be delivered on the first day following a non-tradnig day by 1 p.m. CET on the last business day immediately preceeding the non-trading day. For semi-non-trading days, the nomination deadline shall be determined on a case-by-case basis.

4.5.5. The nominated quantities for the day ahead will be delivered and must be accepted in accordance with the take-or-pay principle.

4.5.6. Intra-day and revised hourly nominations are not allowed.

4.5.7. The price of natural gas for the day ahead and weekend ahead (**PDA**) shall be specified as a reference index price of natural gas for delivery for the day ahead and weekend ahead in VTP Austria, which is daily published on the website <https://www.cegh.at> in the table “DAY AHEAD MARKET”, column “CEGHIX”.

4.5.8. If the index price of natural gas referred to in the previous paragraph is not specified or published, the price published in the daily report ICIS European Spot Gas Market, tabela VTP AUT PRICE ASSESSMENT, section Day-ahead, column Offer, shall apply as an alternative index price.

* 1. Purchase of natural gas on the basis of standardised futures-product price (PFP)

4.6.1. The buyer shall be entitled to purchase natural gas pursuant to the Framework Agreement on the basis of standardised futures-product price.

4.6.2. Standard futures products comprise of monthly futures, quarterly futures, seasonal futures and yearly futures, which are traded on the trading platform CEGH and the prices of which are daily determined and published on the website <https://www.cegh.at/>.

4.6.3. The purchase on the basis of reference index prices for standardised natural gas futures products relates to the baseload volume of natural gas (this means equal volume of natural gas for every hour in the period of delivery) in a certain period of supply, i.e. from 6 a.m. on the first calendar day of delivery period, until 6 a.m. on the first calendar day of the month that following that delivery period.

4.6.4. The buyer shall be entitled to demand from the seller a binding quotation for a standardised futures product on the market basis (best ASK) every trading day between 10 a.m. and 4 p.m. The final deadline for the fixation of the volume and price of natural gas for a standardised futures product is by the 25th calendar day in the month (M-1), before the month of the delivery period of the standardised futures product.

4.6.5. Trading days are specified on the basis of the trading calendar published on the website of the Central European Gas Hub power exchange.

4.6.6. The validity of the offered market quotation (best ASK) submitted by the seller must be at least 15 minutes.

4.6.7. Prices and quantities of natural gas for standardised futures products may be specified by the buyer in several individual purchases (tranches). Minimum size of the tranche for an individual futures product that may be specified by the buyer is 1 MWh/h.

4.6.8. Price of natural gas for standardised futures product (PFP) shall be determined as the current best quote of the futures product on the market basis (best ASK), which the seller submits on the basis of the buyer’s inquiry for the selected futures product on VTP Austria.

4.6.9. If the seller and the buyer fail to agree regarding the offered market quotation (best ASK) and the buyer still wants to purchase a specific portion of volume, the Settlement Price in EUR/MWh for the selected standardised futures product, which is daily published for an individual futures product on the website <https://www.cegh.at/>, column “Settlement Price”, shall be taken into account.

* 1. Price of transport capacities (PTC)

4.7.1. Cost of transport capacities (PTC) is the cost which is monthly charged by the Seller for selling quantities of natural gas.

4.7.2. The seller shall guarantee transport capacity for agreed contractual quantities of natural gas for Austrian exit and supply natural gas at the delivery point before the entry to the Slovenian transmission system at the border point between Austria and Slovenia near Ceršaku (exit Austria).

4.7.3. The buyer will accept the agreed quantities at the agreed delivery point and will ensure transport capacities for Slovenian entry, which is why entry capacities are not the subject of the agreement.

4.7.4. The seller will charge the buyer pursuant to this Agreement for every MWh of delivered natural gas the price of transport capacity (P**TC**) in the amount of daily exit transport capacity from the Austrian transmission system at the exit point Murfeld, as specified each time at the PRISMA auction portal.

4.7.4. Price of transport capacity is expressed in EUR/MWh and is rounded to three decimal places.

* 1. Seller’s costs (FDA and FFP)

4.8.1. Seller’s costs (FDA and FFP) are the costs which are monthly charged by the seller in the sale of natural gas.

4.8.2. Seller’s costs FDA (Fee Day Ahead) are the costs in the amount of \_\_\_\_\_\_\_ EUR/MWh, which are added to the price for the purchase of natural gas for the day ahead (PDA), as defined in 4.5. of the Agreement.

4.8.2.1. Seller’s costs FDA are the same for all purchased quantities of natural gas for the day ahead products in the period of the duration of the Agreement.

4.8.3. Seller’s costs FFP (Fee Futures Product) are the costs in the amount of\_\_\_\_\_\_\_\_ EUR/MWh, which are added to the price for the purchase of natural gas for standardised futures products (PFP), as specified in section 4.6. hereunder.

4.8.3.1. Seller’s costs FFP are the same for all standardised futures products of natural gas in the period of the duration of the Agreement.

4.8.4. Seller’s costs include all material and non-material costs, which will be required for quality delivery of the subject of the Framework Agreement to the agreed delivery point, as specified in Article 2 of the Agreement and including the costs of acquisition and submission of the required documentation.

4.8.5. Seller’s costs do not include VAT.

* 1. Monthly calculation of contractual quantities

Monthly calculation of natural gas includes the agreed prices of the supplied natural gas (PDA and PFP), prices of transport capacities (PTC) and seller’s costs (**FDA** in **FFP**), in accordance with the equation below.

Monthly amount (MAm) of supplied gas is calculated according to the following equation:

where the elements contained therein are defined as follows:

D number of days in the month m, when transactions are performed on a day-ahead basis.

d day in the month, for which transactions are performed on a day-ahead basis.

QDA quantity of gas for day d, which is agreed on the basis of the day-ahead price expressed in MWh.

PDA contractual day-ahead price of natural gas, expressed in EUR/MWh.

PTC price of daily exit transport capacity from the Austrian transmission system at the exit point Murfeld, which is published on the Prisma portal, expressed in EUR/MWh.

FDA seller’s costs added to the day-ahead daily price for the purchase of natural gas quantities, expressed in EUR/MWh.

i successive transaction of agreed standardised futures product in the month m.

n number of transactions of standardised futures products in the month m.

QFP agreed quantity of natural gas of an individual standardised futures product in month m, expressed in MWh.

PFP contractual price of agreed standardised futures product, expressed in EUR/MWh.

PTC price of daily exit transport capacity from the Austrian transmission system at the exit point Murfeld, which is published on the Prisma portal, expressed in EUR/MWh.

FFP seller's costs which are added to the price for the purchase of an individual standardised futures product of natural gas, expressed in EUR/MWh.

**Article 5**

**Risks of the Seller and the Buyer**

5.1. With regard to the transmission, the parties to the Framework Agreement agreed as follows:

* the seller shall not be liable for the volume of capacities traded in auctions on the PRISMA platform.
* The sellere shall not be liable for the mark-up derived from capacity auctions.
* the Seller shall not be liable for any changes in decreed tariffs determined by transmission system operators or state bodies and ministries and shall not be liable for any coefficients of losses, variable costs, seasonal factors, taxes etc. that could be deployed by transmission system operators or state bodies and ministries and which the Seller cannot directly control.

5.2. If there are no sufficient transport capacities from the Austrian transport system (exit Austria) available at the daily level to the delivery point before the entry to the Slovenian transmission system at the border point between Austria and Slovenia near Ceršak (exit Austria), the buyer and the seller agree on the implementation of financial settlement of already concluded futures products, while the purchases of natural gas at the day-ahead prices for the respective period, when transport capacities are not available, are not performed. Financial settlement shall be carried out on the basis of the relevant price indices at the CEGH stock exchange, as the difference between the agreed price of standardised futures products and the current day ahead price of natural gas for the day, when sufficient transmission capacities are not available.

5.2. The Seller shall be liable and responsible for all export procedures and other formalities up to the Delivery point and shall bear any and all risks related to the transmission and delivery of contract quantities to the Delivery point (such as nominations, scheduling, notifying the Buyer and the transmission system operator etc.), including any and all risks emanating from the Seller’s system.

5.3. The Buyer shall be liable and responsible for all import procedures and other formalities up to the Delivery point and shall bear any and all risks related to the transmission and delivery of the contract quantities at and from the Delivery point (such as nominations, scheduling, notifying the Seller and the transmission system operator etc.), including any and all risks emanating from the Buyer’s system.

**Article 6**

**Inadequare Natural Gas**

6.1. The seller undertakes to ensure that the natural gas supplied to the Delivery point meets the transmission requirements specified in relevant system operational instructions.

6.2. If the natural gas supplied or to be supplied to the Delivery point is inadequate and if the transmission system operator refuses to accept such unacceptable natural gas, the Buyer shall notify the Seller thereof immediately after receiving a notice of such a denial from the transmission system operator, either by phone call, per e-mail or in writing, stating that the Buyer does not wish to take off the quantity of natural gas until non-compliance with transmission requirements is eliminated. The Buyer shall not be in violation of any of its obligations if it refuses to accept natural gas pursuant to this section and shall be entitled to the compensation in the event of costlier purchase of substitute gas.

**Article 7**

**Invoicing and payment**

7.1. Invoice: The Seller shall issue an invoice to the Buyer for the supply of natural gas under this Framework Agreement by the tenth (10th) day of each month for the preceding month; the invoice shall include the quantities and prices of the natural gas so supplied.

7.2. Payment: The Buyer shall pay the sum specified on the Seller’s invoice on or before the thirtieth (30th) day of the calendar month for the invoice issued for the supply of natural gas in the preceding month, or, if that day is not a business day, on the first following business day to the payment address or bank account specified by the Seller or to the bank account listed in the official records of the Agency of the Republic of Slovenia for Public Legal Records and Related Services (AJPES) and stated on the invoice. The payment shall be made in EUR.

7.3. Default interest: In case of late payment, the Seller shall have the right to charge the Buyer interest on late payments from and including the missed due date of payment and until the date before the actual payment date at the set interest rate. The interest rate shall be equal to the one-month EURIBOR interest rate at 11 AM on the due date and shall be increased by three (3) percentage points per annum.

7.4. Disputed amounts: Should the Buyer have legitimate reasons for disputing the Seller’s invoice, the Seller is obliged to issue a new, corrected invoice within eight (8) days after receiving a notice on the rejected invoice with the correct amount for the suppled natural gas.

**Article 8**

**VAT and other taxes**

8.1. Value added tax (VAT): All amounts stated in this Framework Agreement exclude VAT. With regard to all purchases of natural gas pursuant to the Framework Agreement, the Buyer shall be deemed to be the taxable dealer in the context of Article 38 of the Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax or Article 22 of the Slovenian Value Added Tax Act (ZDDV-1). For that reason, the place of all supplies of natural gas pursuant to the Agreement shall be deemed to be the place where that taxable dealer has established their business, whereby all supplies will be subject to the Slovenian VAT at the currently valid rate referred to in ZDDV-1. If the seller is a taxable person with the head office in Slovenia, the seller shall charge VAT at the then valid rate referred to in ZDDV-1 and appropriately disclose it on the issued invoice, and the buyer will pay the charged VAT to the seller. If the seller is a taxable person with the head office outside Slovenia, the buyer shall charge and pay VAT on the basis of the *reverse charge* rules, in which case the Seller is paid the price for the supplied natural gas pre-VAT. The Seller shall be obliged to submit to the seller for the supplies pursuant to the Framework Agreement a valid invoice for VAT purposes (as applies in the country of supply, i.e. in Slovenia).

8.2. Other taxess: Every contracting party shall bear their own costs of public charges that either one is liable to pay in accordance with the currently valid rules of the competent authority.

**Article 9**

**Warranties**

9.1. Warranty for the right to transmission of natural gas: The Seller shall guarantee and ensure the Buyer that it has the right to transmit (or order to have transmitted) the full guaranteed quantities of natural gas delivered to the Delivery point freely and with no counterclaims or claims by third persons being made. The Seller shall reimburse the Buyer for all claims by third parties for any damages caused by any claims by third parties regarding the total or part of delivered quantity of natural gas.

**Article 10**

**Non-performance due to force majeure**

10.1. Definition of force majeure: Force majeure shall be defined as any event which the party to the Framework Agreement making a claim invoking force majeure legitimately cannot control and which cannot be avoided or overcome by the party to the Framework Agreement making a claim invoking force majeure and because of which the party to the Framework Agreement making a claim invoking force majeure is unable to perform the supply or off-take obligations or arrange for them to be performed by someone else.

Force majeure does not include any restrictions or a suspension to the rights of transmission or any other issue, phenomenon or event that may affect the use of the natural gas transmission system unless it involves the failure of this transmission system.

10.2. Exemption from the duty to supply and off-take: If the party to the Framework Agreement be unable to carry out their obligations in full or partly to supply and collect pursuant to this Framework Agreement due to force majeure or make arrangements to have them carried out and such a party to the Framework Agreement meets the requirements under point 10.3., then it shall be understood, with no effect on point 10.5, that there was no violation or failure to fulfil its duties by the party to the Framework Agreement claiming force majeure and such a party to the Framework Agreement shall be freed of the obligation to fulfil its duties pursuant to the Framework Agreement; this exemption shall only apply for as long as force majeure persists and only in the scope any such force majeure prevents the party from fulfilling its duties.

10.3. Notification and mitigation of force majeure The party to the Framework Agreement claiming force majeure shall be required to immediately notify the counterparty to the Framework Agreement about the emergence of force majeure, either in writing or with other appropriate means, and whenever possible, make a good-faith non-binding assessment of the scope and anticipated duration of its inability to perform its duties. The party to the Framework Agreement claiming force majeure shall be required to work towards mitigating and overcoming the effects of force majeure to the best of its economically justified abilities (in the case of transmission issues, that shall include all economically justified maximum efforts to ensure that the transmission network operator in question mitigates and overcomes the effects of transmission issues) and shall be required to keep the counterparty to the Framework Agreement continuously updated with new information about the scope and the anticipated duration of its inability to perform its duties in good faith as long as force majeure persists.

10.4. Effects of force majeure on the other party to the Framework Agreement: Should a party to the Framework Agreement be exempted from its obligations due to force majeure to a certain extent, the counterparty to the Framework Agreement shall also be exempted from fulfilling its obligations.

10.5. Limitations to long-term force majeure: Should one of the parties to the Framework Agreement be exempted from its obligations pursuant to this Framework Agreement due to force majeure for over thirty (30) consecutive days or a cumulative sum of over sixty (60) days in a calendar year, the counterparty to the Framework Agreement shall have the right to terminate this Framework Agreement effective immediately by notifying the counterparty to the Framework Agreement thereof in writing as laid out in Article 11 of this Framework Agreement. The termination of the Agreement shall not affect the rights and duties of the parties to the Framework Agreement pursuant to this Framework Agreement obtained or arisen before the expiration of this Framework Agreement. After the expiration of this Framework Agreement, neither of the parties to this Framework Agreement shall have any obligations towards its counterparty to the Framework Agreement concerning the unfulfilled duties of the supply and collection of volumes of natural gas pursuant to this Framework Agreement.

**Article 11**

**Termination of the Framework Agreement**

11.1. The Seller may prematurely terminate the Framework Agreement in writing with no notice period for the following substantive reasons:

* if the Buyer fails to pay its overdue liabilities pursuant to this Framework Agreement within a deadline of at least 10 (ten) business days following a separate admonition by the Seller in writing,
* if a bankruptcy procedure commences against the Buyer,
* in the case laid out under Item 10.5 of this Framework Agreement.

11.2. The buyer may prematurely terminate the Framework Agreement in writing, sent by the registered mail to the seller, without period of notice for the following reasons:

* if the Seller fails to fulfil its obligations pursuant to this Framework Agreement within a deadline of at least 10 (ten) business days following a separate admonition by the Buyer in writing, except for cases laid out under Item 10.2.
* if a bankruptcy procedure or another insolvency proceedings has been instigated against the seller,
* if the Seller carries out its obligations pursuant to the Framework Agreement in contravention of express requests/instructions of the Buyer or in contravention of the Framework Agreement, the rules of the relevant professional field, the standards and applicable legislation and does not stop carrying out its obligations in contravention of explicit requests/instructions of the Buyer or in contravention of the Framework Agreement, the rules of the relevant professional field, the standards and applicable legislation within a deadline of at least 10 (ten) business days following a separate admonition by the Buyer in writing,
* in the cases referred to in Article 96 of ZJN-3,
* in the case laid down in section 10.5 of the Framework Agreement.

11.3. The written notice referred to under Items 11.1 and 11.2 must contain the grounds for terminating the Framework Agreement and the date for the premature expiration of the Framework Agreement. The date for the premature expiration of the Framework Agreement shall be set after the anticipated receipt of the notice pursuant to this Framework Agreement and no later than 15 (fifteen) days of receiving the notice referred to under Item 11.1 and 11.2.

11.4. If the Framework Agreement is prematurely terminated, the parties to the Framework Agreement shall be required to carry out their obligations as agreed upon before the termination of the Framework Agreement until the date of the premature expiration of the Framework Agreement.

**Article 12**

**Assignment or Transfer of Claims**

12.1. Neither party to the Framework Agreement has the right to cede receivables arising from this Framework Agreement to legal or natural persons other than banks. If monetary claims are ceded to legal or natural persons other than banks, the assignment shall have no legal effect.

12.2. Neither party to the Framework Agreement has the right to assign its rights and/or its obligations under the Framework Agreement, other than those referred to in Item 12.1 to a third party without the prior written consent of the counterparty to the Framework Agreement.

**Article 13**

**Exclusion of Liability**

13.1. With the exception of the provisions of point 9.1 of the Framework Agreement, the parties to the Framework Agreement and its employees, managers, contractors and / or agents shall not be liable to the other party to the Framework Agreement for any incidental, indirect or consequential damages, loss of profits and/or other costs incurred by or on behalf of another party under this Framework Agreement, except where the damage or expenses are due to gross negligence, intentional default or fraud by the party to this Framework Agreement, its employees, management, contractors and/or representatives deployed by the party to this Framework Agreement to fulfil its obligations pursuant to this Framework Agreement.

**Article 14**

**Confidentiality**

14.1 The duty to uphold confidentiality: Having regard to Item 14.2 hereof, neither party to the Framework Agreement may disclose the terms and conditions of this Framework Agreement to a third party.

14.2. Confidential information does not include information:

* that has been revealed after obtaining the consent of the counterparty to the Framework Agreement in writing,
* that has been revealed by a party to this Framework Agreement to the transmission network operator, its executive officers, employees, affiliated companies, agents, expert advisors, a bank or another financial institution, a ratings agency or a prospective acquiring company,
* that has been revealed in order to comply with applicable legislation, regulations or the rules of a stock exchange, a network operator or a regulatory body or in relation to court or regulatory proceedings, provided that each of the parties to the Framework Agreement shall try its best to prevent or limit such a disclosure to the extent that such action is feasible and in compliance with such applicable legislation, regulations or rules, and shall immediately notify the counterparty to the Framework Agreement,
* that is or becomes legally known to the public due to reasons unrelated to a violation of this Article,
* that is disclosed to price reporting agencies in order to facilitate the calculation of the index under the condition that such a disclosure does not contain the name and data of the counterparty to this Framework Agreement.

14.3. Expiration of validity: The duty of the party to this Framework Agreement pursuant to this Article shall expire one year after the expiration of this Framework Agreement.

**Article 15**

**Validity and duration of the Framework Agreement**

15.1. This Framework Agreement shall enter into force upon signature by both parties to the Framework Agreement.

15.2. The supply of natural gas pursuant to this Framework Agreement shall commence (pursuant to section 1.2.) on the first day in the month that follows the month of the conclusion of the Framework Agreement, on \_\_\_\_\_\_\_ from 6 a.m. onwards, and end on \_\_\_\_\_\_ at 6 a.m.

15.3. In any case, the Framework Agreement shall remain legally binding to both parties until both parties to the Framework Agreement fulfil their rights and obligations pursuant to this Framework Agreement in their entirety, provided that these rights and obligations were created pursuant to the Framework Agreement or existed until the expiration of its validity.

**Article 16**

**Notifications and Correspondence**

16.1. THE SELLER

|  |  |
| --- | --- |
| **Notifications and correspondence** |  |
| Address: |  |
| Phone number: |  |
| Fax number: |  |
| Addressed to: |  |
| **Accounts** |  |
| Fax number: |  |
| For: |  |
| Payments  Bank account information |  |

16.2. BUYER

|  |  |
| --- | --- |
| **Notification and correspondence** | ENERGETIKA LJUBLJANA |
| Address: | Verovškova ulica 62, 1000 Ljubljana, Slovenia |
| Phone number: | +386 (0)1 588 92 07 |
| Fax number: | +386 (0)1 588 91 09 |
| Addressed to: | Jan Zakrajšek , [trading.ng@energetika-lj.si](mailto:trading.ng@energetika-lj.si) |
| **Accounts** |  |
| Fax number: | +386 (0)1 588 96 12 |
| For: | Boštjan Bibič, [trading.ng@energetika-lj.si](mailto:trading.ng@energetika-lj.si) |
| Payments  Bank account information | Bank: NLB d.d.  SWIFT: LJBASI2X  BIC: SI56 0292 4025 3764 022 |

16.3. The parties to this Framework Agreement shall be required to notify each other of any changes to their representatives/trustees in writing within five (5) business days after the change has occurred.

**Article 17**

**Integral Parts of the Framework Agreement**

17.1. The parties to this Framework Agreement hereby establish the following to be integral parts of this Framework Agreement:

* public tender documentation, no. JPE-ST-260/20 (including all attachments),
* tender of the seller, no. \_\_\_\_\_\_\_\_\_ of\_\_\_\_\_\_\_\_\_\_, including all attachments,
* other relevant documentation in relation to the Framework Agreement.

17.2. Should the contents of the documentation listed above contain conflicting information and should the will of the parties to this Framework Agreement not be clearly expressed, the will of the parties to this Framework Agreement shall be interpreted principally by using the provisions of this Framework Agreement, followed by the documentation in the order listed in this Article.

**Article 18**

**Applicable Law and Dispute Resolution**

18.1. Any disputes arising from the execution of this Framework Agreement shall be resolved by the parties to this Framework Agreement in an amicable manner.

***The seller headquartered in the Republic of Slovenia***

18.2. Should an amicable resolution to the dispute not be possible, either party to the Framework Agreement may initiate a dispute resolution procedure at a court of law in Ljubljana with jurisdiction over the subject matter.

18.3. This Framework Agreement shall be subject to Slovene law.

18.4. The parties to this Framework Agreement undertake to take all steps necessary to execute this Framework Agreement and act in accordance with the principle of sound economic management. Any relationships not defined with this Framework Agreement shall be subject to the provisions of the Code of Obligations.

***The seller headquartered outside the Republic of Slovenia***

18.2. This Framework Agreement shall be interpreted and regulated in accordance with the substantive law of the Federal Republic of Germany with the exclusion of any use of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

18.3. Arbitration: any dispute, disagreement or complaint arising from or related to this Framework Agreement, including its validity, invalidity, violation or withdrawal from the Framework Agreement shall be submitted to be resolved in arbitration pursuant to the Rules of Arbitration of the International Chamber of Commerce; its regulations shall be considered included herein with a reference to this Article and regular courts shall be understood not to have jurisdiction in these matters. The parties to this Framework Agreement herewith expressly give up any right to file a complaint with any court of law with jurisdiction over any issue of facts or law. The arbitration tribunal shall consist of three arbitrators, with each of the parties to the Framework Agreement reserving the right to name one of the arbitrators. The arbitration tribunal shall convene in Vienna, Austria. The arbitration proceedings shall take place in English.

**Article 19**

**Subcontractors**

19.1. */to be considered if the seller acts with a subcontractor, otherwise it is deleted/*

Within the Framework Agreement, the Seller acts with the following subcontractors:

|  |  |  |
| --- | --- | --- |
| Name of subcontractor |  | |
| Full address |  | |
| Subcontractor requests direct payment | YES / NO | |
| Registration and tax number |  |  |
| Bank account of subcontractor |  | |
| Type, quantity and indicative value of works the Tenderer intends to subcontract |  | |

The seller implementing the public contract with one or more subcontractors must fully observe the obligations referred to in Article 94 of ZJN-3 and the requirements from the tender documentation, and submit the filled out, signed and stamped form contained in the tender documentation for all the above stated subcontractors. If the seller fails to act in accordance with Article 94 of ZJN-3, the seller shall file a motion to the National Review Commission to initiate minor offence proceedings referred to in Article 112, Paragraph 1, point 2 of ZJN-3.

The subcontractor shall fulfil all conditions and requirements of the seller in relation to the subcontractors listed in the tender documentation and fill out all the stated Attachments relating to the fulfilment of conditions of subcontractors.

The seller, in relation to the buyer, is fully responsible for performance of obligations pursuant to the Framework Agreement, irrespective of the number of subcontractors.

In the course of the implementation of the Framework Agreement, the seller shall notify the buyer about any changed information referred to in Article 94 of ZJN-3 and send information about new subcontractors which he intends to include subsequently no later than within five (5) days after the change. In the event of inclusion of new subcontractors, the seller shall send, together with the notification, also the information and documents referred to in Article 94, Paragraph 2, indent 2, 3 and 4 of ZJN-3.

Pursuant to Article 94, Paragraph 4 of ZJN-3, the Seller shall reject any subcontractor in respect of which there are grounds for exclusion. The seller may also reject the proposal for replacing a subcontractor or involving a new subcontractor where this might affect the smooth execution or completion of works and where the new subcontractor does not meet the criteria set out by the seller in the procurement documents. The seller shall notify the main contractor of any rejection of a new subcontractor no later than 10 days of

receipt of the proposal.

The seller shall attach the following documents for the subcontractor requesting direct payment:

* invoice/interim certificate of the subcontractor for performed obligations pursuant to the Framewoek Agreement, confirmed by the seller on the basis of which the seller executes the transfer for performed obligations pursuant to the Framework Agreement directly to the account of the subcontractor, or
* signed statement of the subcontractor, addressed to the seller about being acquainted with the specifically issued invoice/interim certificate of the seller, or that in obligations pursuant to the Framework Agreement discussed by the invoice/interim certificate they did not act as a subcontractor, and that the subcontractor in respect of the invoice/interim certificate of the seller does not and shall not have any claims towards the seller pursuant to the Decree on provisions for direct remuneration to the subcontractor when a contractor enters into public contract with the subcontractor (Official Gazette of RS, no. 66/07 and 19/10).

If none of the documents referred to in the previous paragraph has been submitted for the applied subcontractor, the seller shall retain the payment of the complete invoice/interim certificate until the delivery of all documents, thereby avoding payment defaults.

By paying an individual amount to the subcontractor, the obligation of the buyer to pay the seller shall lapse to the amount paid to the subcontractor.

Deadline for payment to the seller and their subcontractors are the same.

19.1. */ to be considered if the seller does not act with a subcontractor, otherwise it is deleted/*

Upon the submission of the tender and upon the conclusion of the Framework Agreement the seller has not applied any subcontractors for the implementation of the subject of the Framework Agreement.

In the course of the implementation of the Framework Agreement, the seller shall notify the buyer about any changed information referred to in Article 94 of ZJN-3 and send information about new subcontractors which he intends to include subsequently, no later than within five (5) days after the change. In the event of inclusion of new subcontractors, the seller shall send, together with the notification, also the information and documents referred to in Article 94, Paragraph 2, indent 2, 3 and 4 of ZJN-3.

The Seller shall reject any subcontractor in respect of which there are grounds for exclusion. The seller may also reject the proposal for replacing a subcontractor or involving a new subcontractor where this might affect the smooth execution or completion of works and where the new subcontractor does not meet the criteria set out by the seller in the procurement documents. The seller shall notify the main contractor of any rejection of a new subcontractor no later than 10 days of receipt of the proposal.

A subcontractor nominated subsequently may not begin implementing the works before the buyer approves their nomination.

The seller, in relation to the buyer, is fully responsible for performance of obligations pursuant to the Framework Agreement, irrespective of the number of subcontractors.

**Article 20**

**Other provisions**

20.1. Should it be established that any individual promised, offered or provided any undue advantage to a representative or agent of the Buyer or another public sector body or organisation on behalf or on account of another contractual party in order to win this business deal, enter into this business deal under more advantageous conditions, neglect to properly monitor the fulfilment of contractual obligations of this Framework Agreement or commit any other act or fail to act by which the Buyer, a public sector body or organisation suffered damages or which enabled a representative of the Buyer or a public sector body, an agent of a public sector body or organisation, the Seller or its representative or agent to obtain undue advantage during the execution of the public contract that is the basis for this Framework Agreement or during the execution of this Framework Agreement, this Framework Agreement shall be declared void.

If the Buyer determines the conditions from the preceding paragraph of this Article appear to be met or receives a notification by the Commission for the Prevention of Corruption or other bodies about the apparent existence of such conditions, the Buyer shall commence the process of determining whether the conditions for declaring this Framework Agreement void as laid out in the preceding paragraph of this Article or initiate other measures pursuant to the law of the Republic of Slovenia.

20.2. Upon receiving a request from the Buyer at any point during the term of this Framework Agreement, the Seller undertakes to provide the following information to the Buyer within eight (8) days of receiving the request pursuant to Article 91(6) of the Public Procurement Act (ZJN-3):

* its founders, partners, shareholders, limited partners or other owners and information about the ownership stakes of such individuals,
* economic operators considered to be affiliated companies pursuant to the provisions of the law regulating companies.

20.3. This Framework Agreement has been executed under a resolutory condition, which shall be realised in the even of fulfilment of one of the following circumstances:

* if the buyer is informed that the court established by a final decision the violation of obligations of labour, environmental or social legislation by the seller or the subcontractor, or
* if the buyer is informed that the competent national authority, in the course of the implementation of the Framework Agreement, established at least two violations by the seller or subcontractor in relation to the payment for work, working time, rests, work on the basis of civil law contracts despite the existence of elements of employment relationship or in relation to undeclared employment,

and for which he was imposed a fine for offence by a final decision or several final decisions, and providing that there is at least a period of 6 (six) months between the moment of being informed of the violation to the expiry of the validity of the Framework Agreement or, if the seller involves subcontractors, if due to an established violation by the subcontractor the seller does not replace or change such a subcontractor, in a manner specified in Article 94 of ZJN-3 and provisions of this Framework Agreement, within 30 (thirty) days from being informed of the violation.

In the event of fulfilment of the circumstances and conditions referred to in the previous paragraph, the Framework Agreement shall be deemed dissolved on the day of the conclusion of the new Framework Agreement on the implementation of the public contract for the relevant tender. The buyer shall inform the seller about the date of the conclusion of the new Framework Agreement.

If the seller fails to commence a new public procurement procedure within 30 (thirty) days from the being notified about the violation, the Framework Agreement shall be deemed to have been dissolved on the 30 (thirtieth) day from being informed about the violation.

20.4. Any modifications or amendments to this Framework Agreement shall only be recognised as valid if they are made in writing and signed by both parties to the Framework Agreement.

20.5. Should any of the provisions of this Framework Agreement be or become invalid, this shall not affect the rest of the provisions of this Framework Agreement. The invalid provision shall be replaced by a valid provision that comes closest to expressing the intention of the parties to the Framework Agreement behind the invalid provision.

20.6. By signing this Framework Agreement, the Seller certifies that it is aware of the subject of the Framework Agreement and all risks associated with the supply, that it is aware of the requirements of the public tender and that it understands the terms and conditions for the correct execution of the supply process for natural gas.

20.7. The Seller hereby agrees that the Buyer may terminate the contractual relationship and not be held liable for damages incurred by the Seller if the provisions of the Framework Agreement and public procurement provisions are not observed.

20.8. The Framework Agreement has been drafted and signed in five (3) identical copies, of which the Buyer shall receive three (2) and the Seller two (1) copies.

SELLER: BUYER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ljubljana, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o.

Director: Director:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Samo Lozej

|  |  |  |  |
| --- | --- | --- | --- |
|  | TENDER GUARANTEE – bank guarantee | ***Attachment*** | ***9*** |

*Letterhead with data of the Guarantor (banks) or the SWIFT key*

For: **JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o.,** Verovškova ulica 62, 1000 Ljubljana *(enter the beneficiary of the public procurement procedure operator)*

Date:       *(date of issue)*

**TYPE OF GUARANTEE:**       *(enter type of guarantee: bank guarantee)*

**NUMBER:**       *(number of guarantee)*

**GUARANTOR:**       *(name and address of the bank in the place of issue)*

**PRINCIPAL:**       *(name and address of the principal ordering the tender bond, i.e. the Tenderer in the public procurement procedure)*

**BENEFICIARY:** JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o., Verovškova ulica 62, 1000 Ljubljana

**UNDERLYING BUSEINSS:** Obligation of the principal ordering the tender bond incuded in the tender, submitted in the public procurement procedure, no. **JPE-ST-260/20** *(enter the number of the publication or internal code of the contract award procedure)*, the subject of which is “**Purchase of natural gas”** *(enter the subject of the public contract)*.

**AMOUNT IN EUR:**       *(enter the highest amount in number and words)*

**DOCUMENTS TO BE ATTACHED, IN ADDITION TO THE DECLARATION, TO THE REQUEST FOR PAYMENT AND ARE EXPLICITLY REQUIRED IN THE TEXT BELOW:** none

**LANGUAGE OF THE DOCUMENTS REQUIRED:** Slovene

**FORM OF SUBMISSION:** in paper form sent by registered mail or any other form of express mail, or in digital form sent via the SWIFT system to the address       *(list the SWIFT address of the guarantor)*

**PLACE OF SUBMISSION:**       *(The Guarantor shall enter the address of the branch where the paper documents are to be submitted, or the electronic address for submission in electronic form, such as the SWIFT address of the Guarantor)*

Irrespective of the address of the branch office entered by the guarantor, the submission of paper documents may be performed in any branch office of the guarantor in the territory of the Republic of Slovenia.

**PERIOD OF VALIDITY:** DD. MM. LLLL *(enter the date stated in the public tender documentation, i.e. period of validity (at least) until the date of validity of the tender)*

**THE PARTY WHO SHOULD PAY THE COSTS:**       *(enter the name of the principal ordering the tender guarantee, i.e. the Tenderer in the public procurement procedure)*

As Guarantor, we are under this bond/guarantee irrevocably and unconditionally committed to pay any amount to the beneficiary up to the amount of this bond/guarantee when the beneficiary submits an appropriate request for payment in the abovementioned form of submission signed by the authorized signatory and, in any case, together with a declaration by the beneficiary, which is either included in the wording of the request for payment or in a separate signed document attached to or claimed on the request for payment, indicating in what manner the Principal did not fulfil its obligations from the underlying business.

The bond/guarantee may be realised for the following reasons, which have to be stated in the Beneficiary’s declaration or request for payment:

1. The Principal ordering the bond/guarantee withdrew its tender after the deadline for submission of tenders or unduly modified its tender during its term of validity; or
2. The selected Principal ordering the bond/guarantee failed to sign the Framework Agreement; or
3. The selected Principal ordering the bond/guarantee failed to submit the performance guarantee pursuant to the tender conditions.

Any request for payment under this guarantee must be received on or before the validity date of the guarantee at the place of submission.

Any disputes in connection with this guarantee shall be resolved by a court in Ljubljana with subject-matter jurisdiction and pursuant to the Slovene law.

This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

Guarantor (stamp and signature)

***Warning:***

***The bank guarantee must contain the clause****: “This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.”*

***Instruction:***

*The Tenderer* ***uploads*** *the tender guarantee* ***to the section “Other documents”* *(»Druge priloge«)*** *within the e-JN information system****!!!***

|  |  |  |  |
| --- | --- | --- | --- |
|  | STATEMENT ON THE BASIC SUITABILITY FOR LEGAL AND NATURAL ENTITIES | ***Attachment*** | ***10*** |

The Contracting Entity has prepared draft statements below that can be used (but not necessarily) by the economic operator to prove the fulfilment of conditions pursuant to the requirements and conditions of the tender documentation, if the competent national authority does not issue such proofs or where these do not cover all cases.

Every economic operator shall bear the responsibility to submit the required certificates or means of proofs or statemets for every person, which is a member of the administrative, managerial or supervisory body or who have powers for its representation or decision-making or control.

The Tenderer **must** upload the forms or statements through the e-JN system **in the section “Other documents” (»Druge priloge«).**

**STATEMENT ON THE BASIC SUITABILITY FOR LEGAL ENTITIES**

**Note: This statement is a draft statement that can be used (but not necessarily) by the economic operator to prove the fulfilment of conditions, if the competent national authorities do not issue such proofs or where such do not cover all cases.**

Public contract, no. **JPE-ST-260/20 – “Purchase of natural gas”**

|  |  |
| --- | --- |
| **Name of economic operator:** |  |
| **Head office/Address of the economic operator:** |  |
| **Tax number (or another national number):** |  |
| **Registration number (or another national number):** |  |

By signing this statement, the undersigned legal representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name, surname, function)*, for the economic operator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of economic operator)*, under criminal and material responsibility, hereby declare that on the date the deadline for the submission of tenders of the above public contract as well as at the moment of the statement:

1. **our economic operator** **has not been the subject of a conviction by final judgment that has elements of the following criminal offences stated in Article 75, Paragraph 1 of ZJN-3 or set forth in the Criminal Code (Official Gazette of RS, no. 50/12 – official consolidated text, with amendments; hereinafter also: KZ-1):**

terrorism (Article 108 of KZ-1), financing of terrosist activities (Article 109 of KZ-1), incitement and public glorification of terrorist activities (Article 110 of KZ-1), conscripting and training for terroist activities (Article 111 of KZ-1), enslavement (Article 112 of KZ-1), trafficking in human being (Article 113 of KZ-1), acceptance of brbe during the election or ballot (Article 157 of KZ-1), violation of fundamental rights of employees (Article 196 of KZ-1), fraud (Article 211 of KZ-1), abuse of a position of monopoly (Article 225 of KZ-1), false bankrupty (Article 226 of KZ-1), defrauding creditors (Article 227 of KZ-1), business fraud (Article 228 of KZ-1), fraud to the detrment of European Communities (Article 229 of KZ-1), fraud in obtaining loans and benefits (Article 230 of KZ-1), fraud in securities trading (Article 231 of KZ-1), deception of purchasers (Article 232 of KZ-1), unauthorised use of another’s mark or model (Article 233 of KZ-1), unauthorised use of another’s patent or topography (Article 234 of KZ-1), forgery or destruction of business documents (Article 235 of KZ-1), disclosure and unauthorised acquisition of trade secrets (Article 236 of KZ-1), breaking into business information systems (Article 237 of KZ-1), abuse of insider information (Article 238 of KZ-1), abuse of financial instruments market (Article 239 of KZ-1), abuse of position or trust in business activity (Article 240 of KZ-1), unauthorised acceptance of gifts (Article 241 of KZ-1), unauthorised giving of gifts (Article 242 of KZ-1), counterfeiting money (Article 243 of KZ-1), fabrication and use of counterfeit stamps of value or securities (Article 244 of KZ-1), money laundering (Article 245 of KZ-1), presentation of bad cheques and abuse of bank or credit cards (Article 246 of KZ-1), use of a counterfeit bank, credit or other card (Article 247 of KZ-1), fabrication, acquisition and disposal of instruments of forgery (Article 248 of KZ-1), tax evasion (Article 249 of KZ-1), smuggling (Article 250 of KZ-1), abuse of office or official duties (Article 257 of KZ-1), harm to public funds (Article 257a of KZ-1), disclosure of classified information (Article 260 of KZ-1), acceptance of bribes (Article 261 of KZ-1), giving bribes (Article 262 of KZ-1), accepting benefits for illegal intermediation (Article 263 of KZ-1), giving gifts for illegal intervention (Article 264 of KZ-1), criminal association (Article 294 of KZ-1);

1. **the entity or all entities who are member of the administrative, managerial or supervisory body or who have powers for its representation or decision-making or control, have not been the subject of a conviction by final judgment that has elements of the following criminal offences stated in Article 75, Paragraph 1 of ZJN-3 or set forth in the Criminal Code (Official Gazette of RS, no. 50/12 – official consolidated text, with amendments; hereinafter also: KZ-1):**

terrorism (Article 108 of KZ-1), financing of terrosist activities (Article 109 of KZ-1), incitement and public glorification of terrorist activities (Article 110 of KZ-1), conscripting and training for terroist activities (Article 111 of KZ-1), enslavement (Article 112 of KZ-1), trafficking in human being (Article 113 of KZ-1), acceptance of brbe during the election or ballot (Article 157 of KZ-1), violation of fundamental rights of employees (Article 196 of KZ-1), fraud (Article 211 of KZ-1), abuse of a position of monopoly (Article 225 of KZ-1), false bankrupty (Article 226 of KZ-1), defrauding creditors (Article 227 of KZ-1), business fraud (Article 228 of KZ-1), fraud to the detrment of European Communities (Article 229 of KZ-1), fraud in obtaining loans and benefits (Article 230 of KZ-1), fraud in securities trading (Article 231 of KZ-1), deception of purchasers (Article 232 of KZ-1), unauthorised use of another’s mark or model (Article 233 of KZ-1), unauthorised use of another’s patent or topography (Article 234 of KZ-1), forgery or destruction of business documents (Article 235 of KZ-1), disclosure and unauthorised acquisition of trade secrets (Article 236 of KZ-1), breaking into business information systems (Article 237 of KZ-1), abuse of insider information (Article 238 of KZ-1), abuse of financial instruments market (Article 239 of KZ-1), abuse of position or trust in business activity (Article 240 of KZ-1), unauthorised acceptance of gifts (Article 241 of KZ-1), unauthorised giving of gifts (Article 242 of KZ-1), counterfeiting money (Article 243 of KZ-1), fabrication and use of counterfeit stamps of value or securities (Article 244 of KZ-1), money laundering (Article 245 of KZ-1), presentation of bad cheques and abuse of bank or credit cards (Article 246 of KZ-1), use of a counterfeit bank, credit or other card (Article 247 of KZ-1), fabrication, acquisition and disposal of instruments of forgery (Article 248 of KZ-1), tax evasion (Article 249 of KZ-1), smuggling (Article 250 of KZ-1), abuse of office or official duties (Article 257 of KZ-1), harm to public funds (Article 257a of KZ-1), disclosure of classified information (Article 260 of KZ-1), acceptance of bribes (Article 261 of KZ-1), giving bribes (Article 262 of KZ-1), accepting benefits for illegal intermediation (Article 263 of KZ-1), giving gifts for illegal intervention (Article 264 of KZ-1), criminal association (Article 294 of KZ-1);

**Economic operator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name and surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Place in date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*AUTHENTIFICATION*

**Note: The economic operator shall submit the statement as a sworn statement. If such a statement is not issued in the country in which the economic operator is headquartered, the economic operator shall submit the statement given before the competent judicial or administrative body, notary or before the competent professional or trade organisation in the home country of that person or in the country in which the economic operator is headquartered.**

**STATEMENT ON THE BASIC SUITABILITY FOR NATURAL ENTITY**

**Note: This statement is a draft statement that can be used (but not necessarily) by persons who are** **member of the administrative, managerial or supervisory body or who have powers for its representation or decision-making or control in the economic entity to prove the fulfilment of conditions, if the competent national authorities do not issue such proofs or where these do not cover all cases.**

Public contract, no. **JPE-ST-260/20 – “Purchase of natural gas”**

|  |  |
| --- | --- |
| **Name and surname of the person:** |  |
| **Position:** |  |
| **Name of the economic operator (in which the person is a member of the administrative, managerial or supervisory body or who has powers for its representation or decision-making or control):** |  |
| **Head office/address of the economic entity:** |  |

By siging this statement, the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name and surnam)*, under criminal and material liability hereby declarethat on the date the deadline for the submission of tenders of the above public contract as well as at the moment of the statement:

1. **I, as a person, who is a member of the administrative, managerial or supervisory body or who have powers for its representation or decision-making or control, have not been the subject of a conviction by final judgment that has elements of the following criminal offences stated in Article 75, Paragraph 1 of ZJN-3 or set forth in the Criminal Code (Official Gazette of RS, no. 50/12 – official consolidated text, with amendments; hereinafter also: KZ-1):**

terrorism (Article 108 of KZ-1), financing of terrosist activities (Article 109 of KZ-1), incitement and public glorification of terrorist activities (Article 110 of KZ-1), conscripting and training for terroist activities (Article 111 of KZ-1), enslavement (Article 112 of KZ-1), trafficking in human being (Article 113 of KZ-1), acceptance of brbe during the election or ballot (Article 157 of KZ-1), violation of fundamental rights of employees (Article 196 of KZ-1), fraud (Article 211 of KZ-1), abuse of a position of monopoly (Article 225 of KZ-1), false bankrupty (Article 226 of KZ-1), defrauding creditors (Article 227 of KZ-1), business fraud (Article 228 of KZ-1), fraud to the detrment of European Communities (Article 229 of KZ-1), fraud in obtaining loans and benefits (Article 230 of KZ-1), fraud in securities trading (Article 231 of KZ-1), deception of purchasers (Article 232 of KZ-1), unauthorised use of another’s mark or model (Article 233 of KZ-1), unauthorised use of another’s patent or topography (Article 234 of KZ-1), forgery or destruction of business documents (Article 235 of KZ-1), disclosure and unauthorised acquisition of trade secrets (Article 236 of KZ-1), breaking into business information systems (Article 237 of KZ-1), abuse of insider information (Article 238 of KZ-1), abuse of financial instruments market (Article 239 of KZ-1), abuse of position or trust in business activity (Article 240 of KZ-1), unauthorised acceptance of gifts (Article 241 of KZ-1), unauthorised giving of gifts (Article 242 of KZ-1), counterfeiting money (Article 243 of KZ-1), fabrication and use of counterfeit stamps of value or securities (Article 244 of KZ-1), money laundering (Article 245 of KZ-1), presentation of bad cheques and abuse of bank or credit cards (Article 246 of KZ-1), use of a counterfeit bank, credit or other card (Article 247 of KZ-1), fabrication, acquisition and disposal of instruments of forgery (Article 248 of KZ-1), tax evasion (Article 249 of KZ-1), smuggling (Article 250 of KZ-1), abuse of office or official duties (Article 257 of KZ-1), harm to public funds (Article 257a of KZ-1), disclosure of classified information (Article 260 of KZ-1), acceptance of bribes (Article 261 of KZ-1), giving bribes (Article 262 of KZ-1), accepting benefits for illegal intermediation (Article 263 of KZ-1), giving gifts for illegal intervention (Article 264 of KZ-1), criminal association (Article 294 of KZ-1);

**Name and surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Place and date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*AUTHENTIFICATION*

**Note: This statement shall be submitted as a sworn statement. If in the country in which the person has address such a statement is not issued, the statement of a specific person, given before the competent judicial or administrative body, notary or before the competent professional or trade organisation in the home country of that person or in the country in which this person has address shall be submitted.**

**STATEMENT ON THE BASIC SUITABILITY FOR LEGAL ENTITIES**

**Note: This statement is a draft statement that can be used (but not necessarily) by the economic operator to prove the fulfilment of conditions, if the competent national authorities do not issue such proofs or where these do not cover all cases.**

Public contract, no. **JPE-ST-260/20 – “Purchase of natural gas”**

|  |  |
| --- | --- |
| **Name and surname of the person:** |  |
| **Head office/address of the economic entity:** |  |
| **Tax number (or another national number):** |  |
| **Registration number (or another national number):** |  |

By signing the statement the undersigned legal representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name and surname, position)*, for the economic operator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of economic operator)* under criminal and material liability hereby declare:

1. **That pursuat ot Article 75, Paragraph 2 of ZJN-3 on the date of the submission of tender as well as at the moment of the statement, as an economic operator:**

* We comply with the mandatory charges and other non-monetary liabilities pursuant to the act regulating the financial administration that, which are collected by the tax authority in accordance with the regulation of the country in which we are headquartered or the regulations of the the Contracting Entity,
* The value of unpaid overdue liabilities on the date of the submission of tender does not exceed EUR 50,
* That on the date of the submission of tender we have not have any unsubmitted withholding tax returnes for income from the employment relationship for the period of five years preceding the date of the submission of the tender or request.

1. **that we, as the economic operator, pursuant to Article 75, Paragraph 4 of ZJN-3,** have not been fined at least twice for offences concerning labour compensation, work time, rests, performance of work on the basis of civil law contracts despite the existence of elements of an employment relationship or in relation to undeclared employment pursuant to a final decision issued by a competent authority of the Republic of Slovenia or another member state or a third country within the last three years before the bid submission deadline.

**Economic operator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name and surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Place and date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*AUTHENTIFICATION*

**Note: The economic operator shall submit the statement as a sworn statement. If such a statement is not issued in the country in which the economic operator is headquartered, the economic operator shall submit the statement given before the competent judicial or administrative body, notary or before the competent professional or trade organisation in the home country of that person or in the country in which the economic operator is headquartered.**