**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-479/24**



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| **PUBLIC TENDER DOCUMENTATION**  **(TENDER DOCUMENTATION)** |

FOR PUBLIC TENDER AWARD

UNDER OPEN PROCEDURE

**Purchase of Natural Gas**

Ljubljana, December 2024

# INVITATION TO TENDER

JAVNI HOLDING Ljubljana, d.o.o., Verovškova ulica 70, 1000 Ljubljana, acting under powers delegated by JAVNO 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 fo the:

**Purchase of Natural Gas**

The public procurement 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 most advantageous Tenderer to conclude a Framework Agreement.

Amendments, additions and clarifications to the Tender Documentation, as well as answers to questions from economic operators, form an integral part of the Tender Documentation.

Sincerely yours!

JAVNI HOLDING Ljubljana, d.o.o.

Director

m.p. Krištof Mlakar

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

The subject of the public contract is the purchase of the natural gas in the quantity of **134,458 MWh**. Deliveries will commence in the month following the conclusion of the Framework Agreement (expected to be February 2025) and will end by 06:00 a.m. on 1 January 2029. As the Contracting Entity cannot know with certainty when the Framework Agreement will be concluded, it is not in a position to determine clearly the starting point of the period. The start of deliveries will be clearly defined at the time of 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 tender 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 **must submit their bid to the e-JN information system** (hereinafter also the e-JN system) on the website [https://ejn.gov.si/eJN2](https://ejn.gov.si/) (*detailed instructions in Chapter 6*). **Prior to submitting the Tender, the Tenderer must register** on the website <https://ejn.gov.si/eJN2>.

A Tenderer may submit only one Tender, either as standalone or as a partner in a joint Tender.

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

The Tender documentation is prepared in Slovenian and English languages. In the event of ambiguities (inconsistencies) between both versions, Slovenian language shall be used for their language interpretation.

**Tenderers may submit their tender in 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 on 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 Procurement Award Decision**

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

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

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 advantageous Tenderer 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**

**Deadline for the submission of Tender is 28.** **1. 2025 by 10:00 a.m**. The Tenderer bears all costs for the preparation and submission of the Tender.

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 (inclusive of) 17.** **1. 2025 by 10:00 a.m.**

Responses or clarifications will be published on the Public Procurement Portal **no later than (inclusive of 22.** **1. 2025**, provided that the request is submitted in a timely manner. 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 the day on the **day set for the submission of tenders** and will begin **at** **12:00 p.m**. on the website [https://ejn.gov.si/eJN2](https://ejn.gov.si/mojejn). The document the Tenderer will attach to the section “Total Tender Value”, “Pro-forma invoice” 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 section “Total Tender Value”, “Pro-forma invoice” section. Such information or documents are visible until the completion of the procurement 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. **Tender Validity**

The Tender must be valid for at least 2 (two) 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/Optional Offer**

The Contracting Entity does not allow submission of variants and optional offer. 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 the Republic of Slovenia, No. 43/11 et seq.; hereinafter also ZPVPJN).

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 via 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. **Standalone Tender**

A Tenderer may submit a standalone Tender. The Tenderer shall submit the attachments in accordance with this Tender documentation.

* 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 person, 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;
* insurance carrier 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 **separat**e ESPD form for **each** of the partners participating in the joint Tender.

* 1. **Tender with Subcontractors**

The Tenderer may subcontract part of the public contract. The Tenderer who executes the public contract 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 proceeding referred to in Article 112, Paragraph 1, Section 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:**

* Attachment 3/2 “Statement of Eligibility – Subcontractor/Subjects Whose Capacity the Tenderer Relies on”;
* Attachment 3/3 “Statement on the Participation of Natural and Legal Persons in the Tenderer’s Assets”;
* Attachment 4 - ESPD completed by subcontractor(s);
* Attachment 5 "List of subcontractors", and in the event that the Subcontractor requires 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 **subcontractor**s, 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 subcontract part of the public contract. The Tenderer who executes the public contract 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 proceeding referred to in Article 112, Paragraph 1, Section 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:**

* Attachment 3/2 “Statement of Eligibility – Subcontractor/Subjects Whose Capacity the Tenderer Relies on”;
* Attachment 3/3 “Statement on the Participation of Natural and Legal Persons in the Tenderer’s Assets”;
* Attachment 4 - ESPD completed by subcontractor(s);
* Attachment 5 "List of subcontractors", and in the event that the subcontractor requires direct payment, also forms 1 and 2 to Attachement 5,
* and other means of proofs to the extent/as arising from individual items in the Tender documentation.

If the Tenderer is acting with **subcontractor**s, 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. **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 Entity 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 Entity), 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. **Term "Economic Operator"**

The term "Economic operator" may refer to the Tenderer, a partner in a joint (partnership) Tender, a subcontractor and the entities whose facilities will be used by the Tenderer.

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

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 requirements and conditions set out in the Procurement Documents.

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 chapter 2 with:

* **the ESPD form (as preliminary evidence) and**

*the ESPD form must be submitted by each partner in the Tender and by each subcontractor and entity whose capacity will be used by the Tenderer, in the case of a joint or partnership Tender and/or in the case of a Tender with subcontractors and/or in the case of a Tender with entities whose capacity will be used by the Tenderer;*

* **Attachment 3/1 or Attachment 3/2 as general evidence of eligibility and compliance**

*The Tenderer declares by means of Attachment 3/1 that the subject of the Tender is in conformity with all the requirements and conditions of the Tender Documentation and that the Tenderer fulfils all the required conditions of the Tender Documentation.*

*In the case of a joint/partnership Tender, Attachment 3/1 must also be attached to the Tender by each partner. In the case of a Tender with subcontractors and/or in the case of a Tender with entities whose capacity is used by the Tenderer, Attachment 3/2 must be supplied by each subcontractor and each entity whose capacity is used by the Tenderer.*

* **and other means of proofs to the extent/as arising from individual points 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 Cost (FFP)**

Seller’s costs (FFP) must be expressed in Euros/MWh. The costs, 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 fixed.

In the period of validity of the Framework Agreement, the Seller’s cost (FFP) is fixed, unless it decreases.

The Seller's cost (FFP) is a cost added to the price for the purchase of natural gas. Seller's cost, which is 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 cost does 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 they 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.

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 (FFP) 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 Section.

The place of delivery is the delivery Section before the entry to the Slovenian transmission system, at the border Section 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. **Procurement Requirements**

The subject of the Tender must meet the following requirements:

**a) Subject of the procurement:**

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

Start of supply period: 1 February 2025 at 6:00 a.m. or the first day of the month following the month in which the Framework Agreement is signed, at 6:00 a.m.

End of the supply period: 1January 2029 at 06:00 a.m.

**b) Handover section:**

The handover Section before the entry to the Slovenian transmission system, at the border Section 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**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Year** | **Month** | **QUANTITY [MWh/h]** | **QUANTITY (MWh)** |
| 2025 | 02 | 7.00 | 4,704.00 |
| 2025 | 03 | 5.00 | 3,715.00 |
| 2025 | 04 | 4,00 | 2.880,00 |
| 2025 | 05 | 3.00 | 2,232.00 |
| 2025 | 06 | 2.00 | 1,440.00 |
| 2025 | 07 | 2.00 | 1,488.00 |
| 2025 | 08 | 2.00 | 1,488.00 |
| 2025 | 09 | 2.00 | 1,440.00 |
| 2025 | 10 | 3.00 | 2,235.00 |
| 2025 | 11 | 6.00 | 4,320.00 |
| 2025 | 12 | 6.00 | 4,464.00 |
| 2026 | 01 | 6.00 | 4,464.00 |
| 2026 | 02 | 7.00 | 4,704.00 |
| 2026 | 03 | 5.00 | 3,715.00 |
| 2026 | 04 | 4,00 | 2.880,00 |
| 2026 | 05 | 3.00 | 2,232.00 |
| 2026 | 06 | 2.00 | 1,440.00 |
| 2026 | 07 | 2.00 | 1,488.00 |
| 2026 | 08 | 2.00 | 1,488.00 |
| 2026 | 09 | 2.00 | 1,440.00 |
| 2026 | 10 | 3.00 | 2,235.00 |
| 2026 | 11 | 6.00 | 4,320.00 |
| 2026 | 12 | 6.00 | 4,464.00 |
| 2027 | 01 | 6.00 | 4,464.00 |
| 2027 | 02 | 7.00 | 4,704.00 |
| 2027 | 03 | 5.00 | 3,715.00 |
| 2027 | 04 | 4,00 | 2.880,00 |
| 2027 | 05 | 3.00 | 2,232.00 |
| 2027 | 06 | 2.00 | 1,440.00 |
| 2027 | 07 | 2.00 | 1,488.00 |
| 2027 | 08 | 2.00 | 1,488.00 |
| 2027 | 09 | 2.00 | 1,440.00 |
| 2027 | 10 | 3.00 | 2,235.00 |
| 2027 | 11 | 6.00 | 4,320.00 |
| 2027 | 12 | 6.00 | 4,464.00 |
| 2028 | 01 | 6.00 | 4,464.00 |
| 2028 | 02 | 6.00 | 4,176.00 |
| 2028 | 03 | 5.00 | 3,715.00 |
| 2028 | 04 | 4,00 | 2.880,00 |
| 2028 | 05 | 3.00 | 2,232.00 |
| 2028 | 06 | 2.00 | 1,440.00 |
| 2028 | 07 | 2.00 | 1,488.00 |
| 2028 | 08 | 2.00 | 1,488.00 |
| 2028 | 09 | 2.00 | 1,440.00 |
| 2028 | 10 | 3.00 | 2,232.00 |
| 2028 | 11 | 6.00 | 4,320.00 |
| 2028 | 12 | 6.00 | 4,464.00 |
| **TOTAL QUANTITY (MWh)** | | | **134,485** |

The quantities of natural gas referred to in Section 2.3.c are fixed. The buyer undertakes to order and accept the whole indicative quantity of natural gas.

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

Under the Framework Agreement, the Buyer has the right to lease quantities and set prices for natural gas based on reference index prices for natural gas products (PFP), equal in aggregate and volume to the contracted quantities.

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 10:00 a.m. and 04:00 p.m.

The Buyer has the right to request a binding quotation from the Seller for a standard futures product on a market basis (best ASK) every trading day between 09:00 a.m. and 04:00 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.

The Buyer and Seller confirm the agreed price in writing.

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

The validity of the offer 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 and must be rounded to a whole number.

**e) 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 (exit AUT) and deliver natural gas at the delivery Section before the entry to the Slovenian transmission system at the border Section between Austria and Slovenia near Ceršak (exit Austria).

Pursuant to the Agreement, the Seller will charge the price of the daily transport capacity (PTC) 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 Section Murfeld, as specified each time at the PRISMA auction portal.

The price for transport capacity (PTC) is only charged to the buyer for the volumes of natural gas that are actually contracted and delivered to the buyer. No transport capacity will be charged for quantities of natural gas that are not contracted by the Buyer and therefore not delivered to the Buyer.

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

**f) Monthly calculation of natural gas**

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

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

where the elements are defined as follows:

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 standardised futures product, expressed in EUR/MWh.

PTC price of daily exit transport capacity from the Austrian transmission system at the exit Section 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. **CONDITIONS FOR DETERMINING THE TENDERER'S ELIGIBILITY** 
   1. **GENERAL**

For the purpose of determining the Tenderer’s eligibility, the 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.

**Means of proof:**

The Tenderer demonstrates the fulfilment of conditions in chapter 3 with:

* **the ESPD form (as preliminary evidence) and**

*the ESPD form must be submitted by each partner in the Tender and by each subcontractor and entity whose capacity will be used by the Tenderer, in the case of a joint or partnership Tender and/or in the case of a Tender with subcontractors and/or in the case of a Tender with entities whose capacity will be used by the Tenderer.*

* **and with Attachment 3/1 or Attachment 3/2 as general evidence of eligibility and compliance**

*The Tenderer declares by means of Attachment 3/1 that the subject of the Tender is in conformity with all the requirements and conditions of the Tender Documentation and that the Tenderer fulfils all the required conditions of the Tender Documentation.*

*In the case of a joint/partnership Tender, Attachment 3/1 must also be attached to the Tender by each partner. In the case of a Tender with subcontractors and/or in the case of a Tender with entities whose capacity is used by the Tenderer, Attachment 3/2 must be supplied by each subcontractor and each entity whose capacity is used by the Tenderer.*

* **and other means of proofs to the extent/as arising from individual points of this chapter.**

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 and requirements referred to in chapter 3, 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. **ESPD**

The ESPD form is completed via the free website <https://ejn.gov.si/espd/>. **Foreign Tenderers (other foreign entities in the Tender) select 'EN' for the English language option on the above-mentioned website (top right).**

**Applies to all Economic operators:**

The ESPD is a statement by the economic operator as preliminary proof that it fulfils the conditions required by the Contracting Entity in accordance with Article 79 of ZJN-3 (that there are no grounds for exclusion and that it fulfils the conditions for participation, while at the same time providing the relevant information requested by the Contracting Entity).

By submitting the ESPD form, the economic operator shall be deemed to **declare or confirm that it fulfils all the conditions and requirements of the Contracting Entity** set out in the Tender documentation (whether or not the Contracting Entity has indicated in the ESPD form all the conditions required by the Tender documentation), at the (possible) request of the Contracting Entity, provide evidence that it fulfils the conditions and requirements of the Contracting Entity set out in the Tender documentation (whether or not the Contracting Entity has indicated all the conditions and requirements of the Contracting Entity in the ESPD Form). Therefore, the provisions on the ESPD in this Section (and the following one) apply to the whole Tender documentation (all chapters).

The Contracting Entity shall verify the actual fulfilment of the conditions and requirements of the Contracting Entity in accordance with the supporting documents or in the manner specified in the Tender documentation and in accordance with ZJN-3.

**Tender:**

In the Tender, 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 is 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 operators 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*).

* + 1. **Instructions for the ESPD form:**

The ESPD form is completed via the free website <https://ejn.gov.si/espd/>. **Foreign Tenderers (other foreign entities in the Tender) select 'EN' for the English language option on the above-mentioned website (top right).**

The Tenderer (or other entities in the Tender) shall first save on its computer (or other electronic medium) the Tenderer's ESPD form which is available (electronically in xml format) at the place where the Tender documentation is published. The Tenderer shall then start to fill in the ESPD form via the free website <https://ejn.gov.si/espd/> by first indicating that he is an **economic operator** and selecting the option: **“Import ESPD”**. The Tenderer **selects the command “Upload”** and on the computer (or another 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 starts filling out ESPD, then prints, signs and attaches it to the Tender (may also be attached electronically).

***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 conditions, required in this Section. 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.

However, the Contracting Entity may also exclude an economic operator at any time during the procedure if it appears that, before or during the procurement procedure, that economic operator is in one of the situations referred to in Article 75(6) of the ZJN-3, by reason of the acts performed or not performed.

**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 from the Criminal Code (Official Gazette of the Republic of Slovenia, No. 50/12 – official consolidated text, 6/16 – corrected, 54/15, 38/16, 27/17, 23/20, 91/20, 95/21, 186/21 and 105/22 - ZZNŠPP; hereinafter also KZ-1) laid out in Article 75, Paragraph 1 of ZJN-3, or for comparable offences handed down by foreign courts.

**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.

**C: National grounds for exclusion**

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

**C.1: Article 75(4)(a) of ZJN-3**

* on the closing date for the submission of Tenders, it is excluded from the award of a public contract on the grounds that it is entered in the register of economic operators subject to secondary sanctions for exclusion from public procurement procedures;

**C.2: Article 75(4)(b) of ZJN-3**

* it has 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 (3) years before the Tender submission deadline.

**C.3: Infringement of workers' fundamental rights (Article 196 of KZ-1), Article 75(1) of ZJN-3**

* 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 the power of representation, decision-making or control, a final conviction for violating the fundamental rights of workers, if less than five years have elapsed since the conviction or, in his/her case, the period of disqualification directly stipulated in the conviction, as defined in Article 196 of KZ-1 (Official Gazette of the Republic of Slovenia, No. 50/12 – UPB et seq.) or for comparable offences imposed by foreign courts, as defined in Article 75(1) of ZJN-3.

**Evidence (applies to all conditions above):**

ESPD of all economic operators participating in the Tender and Attachment 3/1 (Tenderer/partner) or Attachment 3/2 (Subcontractor/economic operator whose capacities are used by the Tenderer).

The Contracting Entity shall verify the fulfilment of the conditions referred to in Article 75(1), (2) and (4) of ZJN-1 by means of the e-Dosje information system, which is intended for the electronic verification of tenderers (partners), subcontractors and other economic operators on whose capacities the Tenderer relies in the (relevant) national official records.

An economic operator established outside the Republic of Slovenia will be required to provide a certificate from the competent authority itself, if the Contracting Entity is unable to obtain such a certificate from the relevant register.

* **EMŠO (PERSONAL IDENTIFICATION NUMBER):**

For the purposes of verification in the e-Dosje information system, the Tenderer (and any other economic operator participating in the Tender procedure) must, for **ALL** (natural) entities, who are members of the economic operator’s administrative, managerial **o**r supervisory body **or** who have powers for its representation **or** decision-making or control, **and** their **Personal Identification Number/s (EMŠO):**

* in Attachment 1 (Tenderer/partner), Attachment 5 (Subcontractors), Attachment 6 (Economic operators whose capacity is used by the Tenderer), or
* in the ESPD form in "Part II: Information related to economic operator, B: “Information on the economic operator's representatives” (in the line: “If applicable, please provide detailed information on the representation (its form, scope, purpose, Personal Identification Nubmer (EMŠO)...”) or
* in a separate form.
* **CORRECTION MECHANISMS:**

**Article 75, Paragraph 5 of ZJN-3:**

An economic operator shall not be disqualified if, **at the time of the deadline for submission of tenders**, all outstanding payment obligations amounting to EUR 50 or more **had been settled** and all withholding tax returns on income from employment for the last five years preceding the deadline for submission of the application or Tender has submitted.

**Paragraph 1, Section b) of paragraph 4 and paragraph 6 of Article 75 of ZJN-3:**

An Economic Operator which is in one of the situations referred to in Article 75, Paragraphs 1, 4(b) or 6 of ZJN-3 may, **at the latest by the deadline for submission of Tenders**, provide the Contracting Entity with evidence that it has taken sufficient measures to prove its reliability despite the existence of grounds for exclusion.

An Economic Operator which has been excluded from participation in a public procurement procedure on the basis of a final judgment or a decision on a criminal offence having effect in the Republic of Slovenia shall not be entitled to exercise the option referred to in the preceding paragraph for the duration of the exclusion.

Sufficient measures include paying or promising to pay compensation for any damage caused by the crime or violation, actively cooperating with the investigating authorities to fully clarify the facts and circumstances, and taking concrete technical, organisational and personnel measures appropriate to prevent further crimes or violations. In assessing the measures taken by the Economic Operator, the Contracting Entity shall take into account the seriousness and the specific circumstances of the offence or infringement. Notwithstanding Paragraphs 1, 4(b) and 6 of this Article, if the Contracting Entity considers that the evidence provided by the Economic Operator is sufficient, it may not exclude it from the Public Procurement.

If the Economic Operator is in one of the situations referred to in Article 75, Paragraphs 1, 4(b) or 6 of ZJN-3 and invokes the corrective mechanism, it must answer “YES” in the appropriate box (“Describe”) when completing the ESPD form, either by indicating the infringements and the self-cleaning measures **or** by submitting a self-declaration indicating the infringements and the self-cleaning measures and providing evidence that it has taken sufficient measures to prove its reliability despite the existence of grounds for exclusion.

* 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 Section, for which purpose the Tenderer must be:

* a registered member of the **Central European Gas Hub**, which is demonstrated in the record 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:**

* ESPD of all economic operators participating in the Tender and Attachment 3/1 (Tenderer/partner) or Attachment 3/2 (Subcontractor/economic operator whose capacities are used by the Tenderer).
* 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 entity 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.*

The Contracting Entity requires the following technical and personnel conditions:

* 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 Tenderer must provide adequate technical and transport capacities for the transport of extra light fuel oil to the client's location.
* 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 procurement procedure. The Tenderer must agree to all the terms and conditions set out in the Technical Specification of the subject of the public procurement.
* The Tenderer must have at its disposal appropriate staff who are experienced, professionally qualified and capable of carrying out the subject matter of the Public procurement and who will be involved in the performance of the subject matter of the Public procurement.

**Means of proof:**

ESPD of all economic operators participating in the Tender and Attachment 3/1 (Tenderer/partner) or Attachment 3/2 (Subcontractor/economic operator whose capacities are used by the Tenderer).

*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. **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 andpursuant to the contractual provisions.

**Means of proof:**

* ESPD of all economic operators participating in the Tender and Attachment 3/1 (Tenderer/partner) or Attachment 3/2 (Subcontractor/economic operator whose capacities are used by the Tenderer).
* 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.**

**For example, the Tenderer may be asked to provide evidence in accordance with the reference condition, which may be either in the form of references certified by buyers, a statement by the operator or statements in an annual report certified by an independent auditor.**

*If the stated references do not demonstrate the actual situation, they will not be observed by the Contracting Entity. Economic Operators will only be recognised for works (sales) which they have carried out directly (using their own skills and capacities).*

*By submitting its Tender, the Tenderer agrees that the Contracting Entity shall verify with the Buyer/issuer of the reference the statements contained in the attached references, or the successful transactions carried out by the Tenderer. The Tenderer/Partner/Subcontractor may not be the Reference Contracting Entity.*

*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 AND 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 the Republic of Slovenia, No. 69/11-UPB2, hereinafter also ZIntPK).

**Means of proof:**

ESPD of all economic operators participating in the Tender and Attachment 3/1 (Tenderer/partner) or Attachment 3/2 (Subcontractor/economic operator whose capacities are used by the Tenderer).

**B:** In accordance with Article 14, Paragraph 6 of Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, 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 4). 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:**

ESPD of all economic operators participating in the Tender and Attachment 3/1 (Tenderer/partner) or Attachment 3/2 (Subcontractor/economic operator whose capacities are used by the Tenderer).

**The Tenderer may submit the relevant Attachment 4 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).

**C.** Prohibition on the award or continuation of procurement or concession contracts falling within the scope of the Directives to the persons listed in Article 1h of "Council Decision (CFSP) 2022/578 of 8 April 2022 amending Decision 2014/512/CFSP concerning restrictive measures in view of the actions of Russia destabilising the situation in Ukraine" (hereinafter referred to as Council Decision (CFSP) 2022/578 of 8 April 2022).

In accordance with the first paragraph of Article 1h of Council Decision (CFSP) 2022/578 of 8 April 2022, the contracting authority shall exclude an economic operator from the contract award procedure at any time if, before or during the procedure, it becomes apparent that the economic operator is in one of the situations described in this notice:

1. a Russian citizen or a natural or legal person, entity or body established in Russia,
2. a legal person, entity or body which is more than 50 % owned, directly or indirectly, by an entity referred to in the previous indent; or
3. any natural or legal person, entity or body acting on behalf of or at the direction of any of the entities referred to in the two preceding indents. The same applies to subcontractors, suppliers/contractors or entities whose facilities are used within the meaning of Directives 2014/23/EU, 2014/24/EU, 2014/25/EU and 2009/81/EC if they represent more than 10 % of the contract value.

*The above conditions shall also apply to each member of the group of Tenderers in a Joint Tender, to any subcontractor named in the Tender and to any other entity whose capacities are used by the economic operator.*

**Means of proof:**

ESPD of all economic operators participating in the Tender and Attachment 3/1 (Tenderer/partner) or Attachment 3/2 (Subcontractor/economic operator whose capacities are used by the Tenderer).

* 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:**

ESPD of all economic operators participating in the Tender and Attachment 3/1 (Tenderer/partner) or Attachment 3/2 (Subcontractor/economic operator whose capacities are used by the Tenderer).

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 selecting the most economically advantageous offer is the lowest supplier’s cost FFP.

The Contracting Entity will enter into a framework agreement with the Tenderer that complies with the terms and conditions of this Tender documentation and offers the **lowest Seller’s cost (FFP)** per selected natural gas product.

Seller’s costs (**FFP**) for the purchase of natural gas at the standardised futures-product price, as specified in Section 2.3.e in EUR/MWh.

In the event that the Tenders are equal in value, the Tenderer who has submitted the Tender first shall be selected.

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 its will to submit a binding offer on behalf of the Tenderer (Article 18 of the Code of Obligations; Official Gazette of the Republic of Slovenia, 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 no 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), unless otherwise specified in the Tender documentation. 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 enclose 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 “Total Tender Value”, “Pro-forma invoice”, the Tenderer uploads a filled-out form Attachment 2 (in “pdf” format/record/file), which is s**igned 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 “DOCUMENTS”, “ESPD – Tenderer” (signed upon the submission 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 “PARTICIPANTS”, “ESPD – other participants”.** *It will not be disclosed to the public and other Tenderers at the public opening of tenders.*

* **Other Tender documentation/attachments:**

The Tenderer will upload other Tender documents/attachment in **the Section “DOCUMENTS”, “Other attachments”.**

*In the event of discrepancies between the information in “Total Tender Value”, Attachment 2 – uploaded in the Section ”Total Tender Value!, Pro-forma invoice”, and the whole Tender estimate – uploaded in the Section “Documents”, “Other Attachments”, the information uploaded to the Section “Documents”, “Other Attachments” 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”.**

*If several Tenderers submit a joint – partnership Tender, all Tenderers – partners shall fill out 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”.** 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”.**

*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” (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”.**

|  |  |  |  |
| --- | --- | --- | --- |
|  | 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 on that are stated in the Tender must fill out and sign the form of the statement and upload it to the **Section “Other attachments”.**

|  |  |  |  |
| --- | --- | --- | --- |
|  | 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 on that are stated in the Tender must fill out and sign the authorisation and upload it to the **Section “Other attachments”.**

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 “DOCUMENTS”, “Other attachments”.** 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 ON | ***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 “DOCUMENTS”, “Other attachments”.** 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 procurement. The Tenderer makes the required number of copies of the form. Forms need to be uploaded to **the Section “DOCUMENTS”, “Other attachments”.**

|  |  |  |  |
| --- | --- | --- | --- |
|  | 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 3/1), 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”, “Other attachments”**.

|  |  |  |  |
| --- | --- | --- | --- |
|  | 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 to the Section “**Other documents”, “Other attachments”**.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Public procurement:** JPE-ST-479/24 – “Purchase of Natural Gas” | | | |
| **INFORMATION ON THE TENDERER** | | | |
| Name of the Tenderer |  | | |
| Full address |  | | |
| Tenderer's registration and VAT ID number |  |  | |
| Tenderer’s Bank account No. |  | | |
| **AUTHORISED PERSON OF THE TENDERER** | | | |
| Name of the authorised person  (signatory of the Contract/Framework Agreement) |  | | |
| Position |  | | |
| Email and Phone No. |  |  | |
| **CONTACT PERSON OF THE TENDERER** | | | |
| Name of the contact person (regarding the Contract) |  | | |
| Position |  | | |
| Email and Phone No. |  |  | |
| **OTHER INFORMATION** | | | |
| 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 No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  e-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Fax No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Invoices:**  Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  e-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Fax No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  Payments (bank): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Bank account details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| **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, **and** their **Personal Identification Number/s (EMŠO)**  */This is not required if you have entered the information in the ESPD or attached a self-declaration!/*  *Personal Identification Number (EMŠO) is only required for the purpose of the criminal record check in e-Dosje.* | First and last name | | PERSONAL IDENTIFICATION NUMBER (EMŠO) |
|  | |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name of the Tenderer, Signature of the authorised person) |

***Instruction:*** *If several Tenderers submit a joint Tender, all Tenderers – partners shall fill out the a copy of the form in the Attachment 1. In the case of a joint Tender, the legal act of joint performance of the contract shall be attached to Attachement 1.*

*The Tenderer must* ***upload*** *the form through the e-JN system to the* ***Section “DOCUMENTS”, “Other attachments”!!!***

**Form to Attachment 1**

***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 ”DOCUMENTS”, “Other attachments”***

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

PUBLIC PROCUREMENT:  **JPE-ST-479/24 – “Purchase of Natural Gas”**

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

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

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

The Tender is submitted (tick as appropriate):

|  |  |  |  |
| --- | --- | --- | --- |
| * standalone | * joint Tender | * with subcontractors | * Reliance on the capacities of other economic operators |

1. **TOTAL COST OF THE SELLER**

**Seller’s Cost: FFP** = 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 in EUR/MWh.

1. **VALIDITY OF THE TENDER**

The Tender is binding and must be valid for at least 2 months after the date specified for the submission of Tender.

With the submission of the Tender, we declare and confirm that we fulfil all conditions and requirements from the Tender documentation, JPE-ST-479/24 – “Purchase of Natural Gas”.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (Name and signature of the authorised person) |

***Instruction:***

*Attachment 2* ***must*** *be* ***uploaded separately in the Section “Total Tender Value”, “Pro-forma invoice”*** *within the e-JN system!!*

|  |  |  |  |
| --- | --- | --- | --- |
|  | STATEMENT OF ELIGIBILITY – TENDERER/PARTNER | ***Attachment*** | ***3/1*** |

The Tenderer (partner) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, submitting a Public Procurement Tender J**PE-ST-479/24 – "Purchase of Natural Gas"**, declares the following under criminal and material liability:

1. **STATEMENT OF ACCEPTANCE OF AND COMPLIANCE WITH THE TENDER DOCUMENTATION**

WE HEREBY DECLARE that we are fully acquainted with the contents of the Tender Documentation and any corrections, additions or modifications thereto and that we agree with and fully comply with all the terms and conditions (descriptions, conditions, requirements, financial security requirements, etc...) of the Tender Documentation.

1. **TECHNICAL SPECIFICATIONS AND CONDITIONS AND REQUIREMENTS OF THE TENDER**

WE HEREBY DECLARE that we agree with and fully comply with all the terms and conditions of the Technical Specifications and other terms and conditions set out in Chapter 2 of the Tender Documentation or any sub-section thereof.

1. **DETERMINING THE TENDERER'S ELIGIBILITY**

WE HEREBY DECLARE that we fully comply with the conditions of eligibility (grounds for exclusion and conditions for participation) set out in Chapter 3 of the Tender Documentation or any sub-section thereof.

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

WE HEREBY DECLARE THAT:

* we are not listed in the register of entities prohibited from doing business with the Contracting Entity pursuant to Article 35 of the Act on Integrity and Prevention of Corruption (Official Gazette of the Republic of Slovenia, No. 69/11 UPB2 et seq.);
* we agree to the terms, conditions, content and model(s) of the financial guarantee(s) as set out in Chapter 4 of the Tender Documentation and will provide the financial guarantee to the Contracting Entity in accordance with the requirements set out in the Tender Documentation without further request or objection;
* we comply with the restrictive measures referred to in Article 1h of "Council Decision (CFSP) 2022/578 of 8 April 2022 amending Decision 2014/512/CFSP concerning restrictive measures in view of the actions of Russia destabilising the situation in Ukraine";
* we undertake, at the request of the Contracting Entity, to provide additional evidence or clarification to verify that the conditions and requirements set out in the Tender Documents are met;
* we agree that the Contracting Entity may, at any time after the award decision has become final, suspend the Procurement Procedure, reject all Tenders or refuse to conclude a contract/Framework Agreement and that in none of these cases will we be entitled to claim reimbursement of the costs of preparing the Tender, the costs of financial guarantees, any direct or indirect damage or loss of profit;
* the Tender price includes all material and non-material costs necessary for the performance of the contract in accordance with the requirements of the Contracting Entiity;
* we agree to the terms of the Draft Contract/Framework Agreement as set out and will sign it/them without any further request or objection in the event that we are selected to perform the subject of the procurement;
* by signing this statement, we give our consent to the Contracting Entity for the possible processing of personal data that may come to the knowledge of the Contracting Entity in the context of the Tender documentation and that may be processed by the Contracting Entity (in compliance with the legislation on the protection of personal data) for the purposes of the award of the public contract in question or for the purposes of the examination and evaluation of the tenders, as well as for the period of storage provided for by the Public Procurement Code;
* we accept and comply with all other terms, conditions and requirements of the Tender documentation and assume criminal and material responsibility for the truthfulness of all information and documents provided in the Tender documentation and for the originality of photocopies of documents attached.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (signature of the authorised person) |

***Notes*** *The statement is also completed and signed by ALL partners in the case of a Joint Tender.*

***Instruction:*** *The form must be* ***uploaded*** *through the e-JN system to the* ***Section “DOCUMENTS”, “Other attachments”!!!***

|  |  |  |  |
| --- | --- | --- | --- |
|  | STATEMENT OF ELIGIBILITY – SUBCONTRACTOR/SUBJECTS WHOSE CAPACITY THE TENDERER RELIES ON | ***Attachment*** | ***3/2*** |

Subcontractor/Economic Operator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting as a subcontractor or as an economic operator whose capacities will be used by the Tenderer, submitting a Public Procurement Tender J**PE-ST-479/24 – "Purchase of Natural Gas"**, declares the following under criminal and material liability:

1. **STATEMENT OF ACCEPTANCE OF AND COMPLIANCE WITH THE TENDER DOCUMENTATION**

WE HEREBY DECLARE that we agree with and will comply with all the terms and conditions of the Tender Documentation (descriptions, provisions, requirements, conditions, etc...) of the subject procurement relating to the subcontractor(s) or economic operator(s) whose capacities will be used by the Tenderer.

1. **TECHNICAL SPECIFICATIONS AND CONDITIONS AND REQUIREMENTS OF THE TENDER**

WE HEREBY DECLARE that (with regard to the activities which are the subject of the Public procurement and which will be carried out by each subcontractor/economic operator in the framework of the Tender) we accept and will comply with all the conditions and requirements relating to the technical specifications and other conditions and requirements set out in Chapter 2 of the Tender documentation or in any of its subchapters concerning the subcontractor(s) or economic operator(s) whose capacities will be used by the Tenderer.

1. **DETERMINING THE TENDERER'S ELIGIBILITY**

WE HEREBY DECLARE that we fully comply with the conditions of eligibility (grounds for exclusion and conditions for participation) set out in Chapter 3 of the Tender documentation or any sub-section thereof, relating to the subcontractor(s) or economic operator(s) whose capacities will be used by the Tenderer.

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

WE HEREBY DECLARE THAT:

* we are not listed in the register of entities prohibited from doing business with the Contracting Entity pursuant to Article 35 of the Act on Integrity and Prevention of Corruption (Official Gazette of the Republic of Slovenia, No. 69/11 UPB2 et seq.);
* we comply with the restrictive measures referred to in Article 1h of "Council Decision (CFSP) 2022/578 of 8 April 2022 amending Decision 2014/512/CFSP concerning restrictive measures in view of the actions of Russia destabilising the situation in Ukraine";
* by signing this statement, we give our consent to the Contracting Entity for the possible processing of personal data that may come to the knowledge of the Contracting Entity in the context of the Tender documentation and that may be processed by the Contracting Entity (in compliance with the legislation on the protection of personal data) for the purposes of the award of the public contract in question or for the purposes of the examination and evaluation of the tenders, as well as for the period of storage provided for by the Public Procurement Code;
* we accept and comply with all other terms, conditions and requirements of the Tender documentation, relating to the subcontractor(s) or economic operator(s) whose capacities will be used by the Tenderer, and assume criminal and material responsibility for the truthfulness of all information and documents provided in the Tender documentation and for the originality of photocopies of documents attached.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (place, date) | stamp | (signature of the authorised person) |

***Notes*** *The statement is also completed and signed by ALL partners in the case of a Joint Tender.*

***Instruction:*** *The form must be* ***uploaded*** *through the e-JN system to the* ***Section “DOCUMENTS”, “Other attachments”!!!***

|  |  |  |  |
| --- | --- | --- | --- |
|  | 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 about the legal entity (provider):***

Full company name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Court register entry number (file number): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

VAT ID No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In relation to the Public Tender **JPE-ST-479/24 – »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 share 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.** | **First and last name** | **Permanent address** | **Ownership share 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 and date) Stamp (Name and signature of Tenderer’s/subcontractor’s

legal representative)

***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 economic operators 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 must* ***upload*** *the form through the e-JN system to the* ***Section “DOCUMENTS”, “Other attachments”!!!***

***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*](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.*

*\* The amendment to the Companies Act (ZGD-1G, Official Gazette of the Republic of Slovenia, No. 57/2012 of 27 July 2012) abolishes silent companies, which, according to the Act itself, cease to exist on the day the Act enters into force, i.e. on 28 July 2012. For companies with their registered office in the Republic of Slovenia, the part of the provision of Article 14(6) of the ZintPK that provides for the mandatory part of the statement on the ownership structure to include information on silent partners is no longer applicable. The provision remains unchanged for foreign companies where a silent partnership exists under foreign law.*

|  |  |  |  |
| --- | --- | --- | --- |
|  | ESPD FORM | ***Attachment*** | ***4*** |

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 “DOCUMENTS”, “ESPD – Tenderer”.**

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

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 manually/physically signed 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 “PARTICIPANTS”, “ESPD – other participants”.**

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

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

|  |  |  |
| --- | --- | --- |
| Public procurement: **JPE-ST-479/24 – “Purchase of Natural Gas”** | | |
| Name of the subcontractor |  | |
| Full address |  | |
| Registration and VAT ID number of the subcontractor |  |  |
| **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, **and** their **Personal Identification Number/s (EMŠO)**  */This is not required if you have entered the information in the ESPD or attached a self-declaration!/*  *Personal Identification Number (EMŠO) is only required for the purpose of the criminal record check in e-Dosje.* | First and last name | PERSONAL IDENTIFICATION NUMBER (EMŠO) |
|  |  |
| 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%)* |  | |
| Pursuant to Article 94 of ZJN-3, as a subcontractor we request direct payment by the Contracting Entity | **Circle/mark** | |
| YES | NO |
| Bank account number of the subcontractor |  | |

The above-mentioned subcontractor declares that it agrees with and fully complies with all terms and conditions and requirements of the Tender documentation applicable to the subcontractor/s.

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

Signature of the authorised person of the **Tenderer**: Signature of the authorised person of the **subcontractor**:

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

Stamp: Stamp:

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

***Instruction:*** *The form is copied if necessary!*

*The Tenderer must* ***upload*** *the form* ***separately*** *through the e-JN system to the* ***Section “DOCUMENTS”, “Other attachments”!!!***

|  |  |  |
| --- | --- | --- |
|  | AUTHORIZATION OF THE PROVIDER | **Form 1 to Attachment 5** |

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

for the implementation of Public Procurement No. J**PE-ST-479/24 – “Purchase of Natural Gas”** and in accordance with Article 94 of ZJN-3

**AUTHORISES**

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. |  |
| : |  |

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

(Place and date) (Name and signature of 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 procurement.*

*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 must* ***upload*** *the form through the e-JN system to the* ***Section “DOCUMENTS”, “Other attachments”!!!***

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

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

who act as a subcontractor to the Tenderer (lead contractor)

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

for the implementation of Public Procurement No. **JPE-ST-479/24 – “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 authorised person of the subcontractor

***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 procurement.*

*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 must* ***upload*** *the form* ***separately*** *through the e-JN system to the* ***Section “DOCUMENTS”, “Other attachments”!!!***

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

|  |  |  |  |
| --- | --- | --- | --- |
| Public procurement: **JPE-ST-479/24 – “Purchase of Natural Gas”** | | | |
| Name of the Economic operator |  | | |
| Full address |  | | |
| Economic operator’s registration and VAT ID number |  |  | |
| Each part of the public contract for which the Tenderer intends to rely on the capacities of the Economic operator |  | | |
| Indicative quantity/share (%) of public procurement  *(must be less than 100%)* |  | | |
| **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, **and** their **Personal Identification Number/s (EMŠO)**  */This is not required if you have entered the information in the ESPD or attached a self-declaration!/*  *Personal Identification Number (EMŠO) is only required for the purpose of the criminal record check in e-Dosje.* | First and last name | | PERSONAL IDENTIFICATION NUMBER (EMŠO) |
|  | |  |

The above Economic operator declares that it agrees with or fully complies with all the terms, conditions and requirements of the Tender documentation relating to Economic operator(s) whose capacity will be used by the Tenderer.

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

Signature of the authorised person of the **Tenderer**: Signature of the authorised person of the **Economic operator**:

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

Stamp: Stamp:

***Note:***

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

***Instruction:***

*The form is copied if necessary!*

*The Tenderer must* ***upload*** *the form through the e-JN system to the* ***Section “DOCUMENTS”, “Other attachments”!!!***

|  |  |  |  |
| --- | --- | --- | --- |
|  | 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 the reference work): |  |
| Reference issuer  (buyer or investor of the 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 the reference work): |  |
| Reference issuer  (buyer or investor of the 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 the reference work): |  |
| Reference issuer  (buyer or investor of the 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 the authorised person) (place and date)

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

***Instruction:*** *The Tenderer must* ***upload*** *the form through the e-JN system to the* ***Section “Other documents”!!!***

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

*Buyer No.: \_\_\_\_\_\_\_\_\_*

*Seller No.: \_\_\_\_\_\_\_\_\_*

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

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

bank account No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VAT ID No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter: the Buyer)

and

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

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

bank account No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VAT ID No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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-479/24](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 the Republic of Slovenia, 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-479/24](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 on the first day in the month that follows the month of the conclusion of the Framework Agreement, i.e. on \_\_\_\_\_\_\_, until 06:00 a.m. on 1 January 2029, 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 commencement of natural gas supply is the established shipper pair, which is confirmed by the transmission system operator for the relevant shipping Section.

**Article 2**

**Delivery Point**

2.1. The Seller undertakes to deliver the subject of the Framework Agreement to the delivery Section before entering the Slovenian transmission system at the border Section between Austria and Slovenia at 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 Section, 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 Section 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 06:00 a.m.

End of delivery period (pursuant to Section 1.2.): on 1 January 2029 at 06:00 a.m.

3.2. Contractual quantity of natural gas to be purchased is 134,485 MWh.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Year** | **Month** | **QUANTITY [MWh/h]** | **QUANTITY (MWh)** |
| 2025 | 02 | 7.00 | 4,704.00 |
| 2025 | 03 | 5.00 | 3,715.00 |
| 2025 | 04 | 4,00 | 2.880,00 |
| 2025 | 05 | 3.00 | 2,232.00 |
| 2025 | 06 | 2.00 | 1,440.00 |
| 2025 | 07 | 2.00 | 1,488.00 |
| 2025 | 08 | 2.00 | 1,488.00 |
| 2025 | 09 | 2.00 | 1,440.00 |
| 2025 | 10 | 3.00 | 2,235.00 |
| 2025 | 11 | 6.00 | 4,320.00 |
| 2025 | 12 | 6.00 | 4,464.00 |
| 2026 | 01 | 6.00 | 4,464.00 |
| 2026 | 02 | 7.00 | 4,704.00 |
| 2026 | 03 | 5.00 | 3,715.00 |
| 2026 | 04 | 4,00 | 2.880,00 |
| 2026 | 05 | 3.00 | 2,232.00 |
| 2026 | 06 | 2.00 | 1,440.00 |
| 2026 | 07 | 2.00 | 1,488.00 |
| 2026 | 08 | 2.00 | 1,488.00 |
| 2026 | 09 | 2.00 | 1,440.00 |
| 2026 | 10 | 3.00 | 2,235.00 |
| 2026 | 11 | 6.00 | 4,320.00 |
| 2026 | 12 | 6.00 | 4,464.00 |
| 2027 | 01 | 6.00 | 4,464.00 |
| 2027 | 02 | 7.00 | 4,704.00 |
| 2027 | 03 | 5.00 | 3,715.00 |
| 2027 | 04 | 4,00 | 2.880,00 |
| 2027 | 05 | 3.00 | 2,232.00 |
| 2027 | 06 | 2.00 | 1,440.00 |
| 2027 | 07 | 2.00 | 1,488.00 |
| 2027 | 08 | 2.00 | 1,488.00 |
| 2027 | 09 | 2.00 | 1,440.00 |
| 2027 | 10 | 3.00 | 2,235.00 |
| 2027 | 11 | 6.00 | 4,320.00 |
| 2027 | 12 | 6.00 | 4,464.00 |
| 2028 | 01 | 6.00 | 4,464.00 |
| 2028 | 02 | 6.00 | 4,176.00 |
| 2028 | 03 | 5.00 | 3,715.00 |
| 2028 | 04 | 4,00 | 2.880,00 |
| 2028 | 05 | 3.00 | 2,232.00 |
| 2028 | 06 | 2.00 | 1,440.00 |
| 2028 | 07 | 2.00 | 1,488.00 |
| 2028 | 08 | 2.00 | 1,488.00 |
| 2028 | 09 | 2.00 | 1,440.00 |
| 2028 | 10 | 3.00 | 2,232.00 |
| 2028 | 11 | 6.00 | 4,320.00 |
| 2028 | 12 | 6.00 | 4,464.00 |
| **TOTAL QUANTITY (MWh)** | | | **134,485** |

3.4. The quantities of natural gas under points 3.2 and 3.3 are fixed. The quantities referred to in points 3.2 and 3.3 are subject to the take or pay rule.

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 \_\_\_\_\_\_\_\_, 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 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 (FFP), as specified in Section 4.8. of the Framework Agreement.

4.2. 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.

4.3. The content of individual items from Section 4.2 is as follows:

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 Section 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 standardised futures product of natural gas, expressed in EUR/MWh, as specified in Section 4.8.

4.4. Prices excluding VAT and nomination

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

4.4.2. The Buyer's daily nomination must in any case, except in the case specified in Section 5.2., represent the 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).

4.5. Applicable regulations

4.5.1. It is acknowledged that the Tenderer has familiarised itself with all regulations and laws relating to the payment of fees, taxes and other charges applicable to the supply of natural gas under this Framework Agreement, has fully examined the Tender documentation and has obtained all necessary information affecting the price of natural gas tendered.

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

4.6.1. The Buyer shall have the right under this Framework Agreement to lease quantities of natural gas, based on reference index prices for standard forward natural gas products, equal in aggregate and volume to the contracted quantities.

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 06:00 a.m. on the first calendar day of delivery period, until 06:00 a.m. on the first calendar day of the month that following that delivery period.

4.6.4. The Buyer has the right to request a binding quotation from the Seller for a standard futures product on a market basis (best ASK) every trading day between 09:00 a.m. and 04:00 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 based on the trading calendar published on the website of the Central European Gas Hub power exchange.

4.6.6. The validity of the offer 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). The minimum size of the tranche for an individual futures product that may be specified by the buyer is 1 MWh/h and must be rounded to a whole number.

4.6.8. 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.

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. If the Seller and the Buyer do not agree on the Best ASK, the Buyer will only lock in futures products published on the CEGH that do not exceed the front year on the basis of the settlement price.

4.6.10. The Buyer and Seller confirm the agreed price in writing.

4.6.11. The agreed leased quantities will be delivered and must be accepted on a take or pay basis.

4.7. 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 (exit AUT) and supply natural gas at the delivery Section before the entry to the Slovenian transmission system at the border Section between Austria and Slovenia near Ceršaku (exit Austria). No transport capacity will be charged for quantities of natural gas that are not contracted by the Buyer and therefore not delivered to the Buyer.

4.7.3. The buyer will accept the agreed quantities at the agreed delivery Section 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 (PTC) in the amount of daily exit transport capacity from the Austrian transmission system at the exit Section Murfeld, as specified each time at the PRISMA auction portal. The price may also include export taxes imposed by the Austrian operator.

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

4.8. Seller’s Cost (FFP)

4.8.1. The Seller's cost (FFP) is the cost charged by the Seller on a monthly basis for the sale of natural gas quantities and is fixed for the term of the Framework Agreement unless reduced.

4.8.3. The Seller's cost FFP shall be the cost of EUR/MWh \_\_\_\_\_\_\_\_, which shall be added to the price for the purchase of natural gas for forward products (PFP) as defined in Section 4.6 of this Agreement.

4.8.3.1. The Seller's cost FFP is the same for all standard natural gas forward products during the term of this 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 Section, 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 cost does not include VAT.

4.9. 4.9. Monthly calculation of contractual quantities

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

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

where the elements are defined as follows:

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 standardised futures product, expressed in EUR/MWh.

PTC price of daily exit transport capacity from the Austrian transmission system at the exit Section 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.

**Article 5**

**Seller and Buyer Risks**

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 Seller 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 Section before the entry to the Slovenian transmission system at the border Section 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 based on 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 Section and shall bear any and all risks related to the transmission and delivery of contract quantities to the Delivery Section (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 Section and shall bear any and all risks related to the transmission and delivery of the contract quantities at and from the Delivery Section (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**

**Inadequate Natural Gas**

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

6.2. If the natural gas supplied or to be supplied to the Delivery Section 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 11:00 a.m. 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 excluding VAT. The Seller shall be obliged to submit to the Buyer 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 taxes: Each 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 Section 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 Section 10.3., then it shall be understood, with no effect on Section 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 out under Section 10.5 of this Framework Agreement.

11.3. The written notice referred to under points 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 points 11.1 and 11.2.

11.4. In the event of termination of the Framework Agreement, the rights and obligations of both parties under the Framework Agreement shall be deemed to have been superseded as of the date of early termination of the Framework Agreement by the obligation of one party to pay the termination indemnity as defined in points 11.5 and 11.6 of the Framework Agreement.

11.5. In the event of early termination of the Framework Agreement by the Seller pursuant to Section 11.1 of the Framework Agreement, the Buyer shall be liable to pay to the Seller compensation equal to the positive difference between the agreed locked-in value of the undelivered futures product and the current market value of the relevant futures product on the date of early termination of the Framework Agreement, calculated on the basis of the published settlement prices on the CEGH exchange. For products for which delivery has already commenced, the following shorter lead times will be used as appropriate.

11.6. In the event of early termination of the Framework Agreement by the Buyer in accordance with Section 11.2 of the Framework Agreement, the Seller shall be liable to pay to the Buyer compensation equal to the positive difference between the current market value of the relevant Futures Product at the date of early termination of the Framework Agreement, calculated on the basis of the published settlement prices on the CEGH, and the agreed locked-in value of the undelivered Futures Product. For products for which delivery has already commenced, the following shorter lead times will be used as appropriate.

**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 Section 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 Section 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,
* 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,
* 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,
* is or becomes legally known to the public due to reasons unrelated to a violation of this Article,
* 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 06:00 a.m. onwards, and end on 1 January 2029 at 06:00 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. SELLER

|  |  |
| --- | --- |
| **Notifications and correspondence** |  |
| Address: |  |
| Telephone Number: |  |
| Fax number: |  |
| Addressed to: |  |
| **Invoices** |  |
| Fax number: |  |
| Addressed to: |  |
| Payments  Bank account details |  |

16.2. BUYER

|  |  |
| --- | --- |
| **Notifications and correspondence** | ENERGETIKA LJUBLJANA |
| Address: | Verovškova ulica 62, 1000 Ljubljana, Slovenia |
| Telephone Number: | +386 (0)1 588 96 10 |
| Fax number: | +386 (0)1 588 91 09 |
| Addressed to: | Tomo Bajželj, [trading.ng@energetika-lj.si](mailto:trading.ng@energetika-lj.si) |
| **Invoices** |  |
| Fax number: | +386 (0)1 588 96 12 |
| Addressed to: | Boštjan Bibič, [trading.ng@energetika-lj.si](mailto:trading.ng@energetika-lj.si) |
| Payments  Bank account details | 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-479/24 (including all attachments),
* Tender of the Seller, No. \_\_\_\_\_\_\_\_\_ of\_\_\_\_\_\_\_\_\_\_, including all attachments,

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 Slovenian 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 the subcontractor |  | |
| Full address |  | |
| Subcontractor requests direct payment | YES / NO | |
| Registration and VAT ID number of the subcontractor |  |  |
| Bank account number of the 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, Section 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, Section 2, indents 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 ten (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 Framework 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 the Republic of Slovenia, Nos. 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 avoiding 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, Section 2, indents 2, 3 and 4 of ZJN-3.

The Buyer shall reject any subcontractor in respect of which there are grounds for exclusion. The Buyer 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 Buyer in the procurement documents. The Buyer shall notify the main contractor of any rejection of a new subcontractor no later than ten (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. This Framework Agreement has been executed under a resolutory condition, which shall be realised in the event 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.

If the Buyer becomes aware of the breach, the Buyer must notify the Seller within ten (10) days.

The Seller may, within a period to be determined by the Buyer but not exceeding fifteen (15) days, provide evidence that it has taken sufficient measures to prove its reliability despite the existence of the infringement. In the event of a breach by a subcontractor, the Seller may, within the same period, provide evidence that the subcontractor has taken sufficient measures to demonstrate its reliability despite the existence of the breach.

If the Seller fails to provide proof of the subcontractor, or if the Seller does provide proof and the Buyer considers such proof to be insufficient, the Seller may, within a period to be determined by the Buyer which shall not exceed fifteen (15) days in accordance with Article 94 of the ZJN-3, replace the subcontractor or take over the subcontracted work itself, provided that such replacement or taking over does not constitute a material modification of the Framework Agreement.

If the Seller fails to provide evidence for itself or a subcontractor, or if it provides evidence and the Buyer considers such measures to be insufficient, or if the Seller fails to take over the work itself or proposes a new subcontractor, or if the Buyer rejects the proposed new subcontractor in due time in accordance with Section 94 of ZJN-3, the termination clause shall be exercised provided that a period of not less than six (6) months has elapsed between the time the Buyer becomes aware of the breach and the expiry of the framework agreement.

If the termination condition is met, the Framework Agreement shall be deemed terminated as of the date of the conclusion of the new Framework Agreement for the performance of the procurement, and the Buyer shall commence the new procurement procedure immediately, but at the latest within sixty (60) days after becoming aware of the breach. If the Buyer fails to commence a new public procurement procedure within this deadline, the Framework Agreement shall be deemed to have been dissolved on the sixtieth (60.) day from being informed about the violation.

20.3. 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.

20.4. 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.

20.5. 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.

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

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*

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

Date:       *(date of issue)*

**TYPE OF GUARANTEE:**       *(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 BUSINESS:** Obligation of the principal ordering the Tender bond included in the Tender, submitted in the public procurement procedure, No. **JPE-ST-479/24** (*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**: Slovenian

**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.

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

**PRINCIPAL:**       *(name and address of the principal ordering the Tender bond, 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 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 following 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”*** *within the e-JN information system!!!*

|  |  |  |  |
| --- | --- | --- | --- |
|  | STATEMENT ON THE FULFILMENT OF BASIC CAPACITY 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 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”.**

**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 procurement No. **JPE-ST-479/24 – “Purchase of Natural Gas”**

|  |  |
| --- | --- |
| **Name of the economic operator:** |  |
| **Head office/Address of the economic operator:** |  |
| **VAT ID 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 declares 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 the Republic of Slovenia, No. 50/12 – official consolidated text, with amendments; hereinafter also: KZ-1):**

terrorism (Article 108 of KZ-1), financing of terrorist activities (Article 109 of KZ-1), incitement and public glorification of terrorist activities (Article 110 of KZ-1), conscripting and training for terrorist activities (Article 111 of KZ-1), enslavement (Article 112 of KZ-1), trafficking in human being (Article 113 of KZ-1), acceptance of bribe 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 bankruptcy (Article 226 of KZ-1), defrauding creditors (Article 227 of KZ-1), business fraud (Article 228 of KZ-1), fraud to the detriment 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 the Republic of Slovenia, No. 50/12 – official consolidated text, with amendments; hereinafter also: KZ-1): KZ-1):**

terrorism (Article 108 of KZ-1), financing of terrorist activities (Article 109 of KZ-1), incitement and public glorification of terrorist activities (Article 110 of KZ-1), conscripting and training for terrorist activities (Article 111 of KZ-1), enslavement (Article 112 of KZ-1), trafficking in human being (Article 113 of KZ-1), acceptance of bribe 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 bankruptcy (Article 226 of KZ-1), defrauding creditors (Article 227 of KZ-1), business fraud (Article 228 of KZ-1), fraud to the detriment 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**First and last name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

*VERIFICATION*

**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 procurement No. **JPE-ST-479/24 – “Purchase of Natural Gas”**

|  |  |
| --- | --- |
| **First and last name 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 operator:** |  |

By signing this statement, I, the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*first and last name*), *under criminal and material liability* 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. **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 the Republic of Slovenia, No. 50/12 – official consolidated text, with amendments; hereinafter also: KZ-1): KZ-1):**

terrorism (Article 108 of KZ-1), financing of terrorist activities (Article 109 of KZ-1), incitement and public glorification of terrorist activities (Article 110 of KZ-1), conscripting and training for terrorist activities (Article 111 of KZ-1), enslavement (Article 112 of KZ-1), trafficking in human being (Article 113 of KZ-1), acceptance of bribe 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 bankruptcy (Article 226 of KZ-1), defrauding creditors (Article 227 of KZ-1), business fraud (Article 228 of KZ-1), fraud to the detriment 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);

**First and last name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

*VERIFICATION*

**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 such do not cover all cases.**

Public procurement No. **JPE-ST-479/24 – “Purchase of Natural Gas”**

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

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

1. **pursuant to 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 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 returns for income from the employment relationship for the period of five years preceding the date of the submission of the Tender or request.

1. **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 Tender submission deadline.

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

**First and last name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

*VERIFICATION*

**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.**