



## **Commercial Public Tenders (Framework Terms of Conditions of Tenders)**

announced in accordance with the provisions of Section 281 et seq. of Act No. 513/1991 Coll. the Commercial Code as amended and Section 29 (3), (5) and (6) of Act No. 250/2012 Coll. on Regulation in Network Industries as amended

### **Delivery of Gas for Operational Purposes 2024/2025**

## 1. Announcing Party

POZAGAS a.s.  
Malé námestie 1  
901 01 Malacky  
Slovak Republic

Company ID: 31 435 688

VAT ID: SK 2020357372

The company registered in the Commercial Register, City Court Bratislava III, section Sa, file No. 1271/B.

(hereinafter only the “Announcing Party”)

## 2. Introductory provisions, the object and scope of commercial public tenders

- 2.1 All terms beginning with a capital letter specified in the text of these Framework Terms of Conditions of Tenders (hereinafter only the “Conditions of Tender”) shall have the meaning ascribed to them in the [Rules of Operation](#) of the Announcing Party, unless these Conditions of Tender define otherwise.
- 2.2 These Conditions of Tender shall apply towards individual commercial public tenders (hereinafter only “Tenders” or individually a “Tender”) announced by the Announcing Party in accordance with these Conditions of Tender, the subject-matter of which is a delivery of gas for operational purposes (hereinafter only the “Gas”) for a period of the years 2024 and 2025.

## 3. Registration of Bidders

- 3.1 Bidders who are successfully registered as part of the general registration carried out in accordance with the document "Registration of counterparties for business activities with company POZAGAS a.s." published on the website [www.pozagas.sk](http://www.pozagas.sk) in the Registration section are allowed to participate in Tenders. Those Bidders, who do not have a valid registration (do not dispose of the notice on the general registration) are obliged to carry out the registration according to abovementioned procedure.
- 3.2 The participation of the Bidder in the Tender requires its registration not later than 24 hours prior to the end of period for submission of the price quotation as part of the given Tender, as defined in Article 6 of these Conditions of Tender.

## 4. Points of delivery of Gas

- A) Storage facility (Customer of the company POZAGAS) – Gas transfer from Customers’s Gas Stored Account
- B) Entry-Exit (Handing-over – Acceptance) point Transmission Network Slovak Republic – physical delivery of Gas
- C) Entry-Exit (Handing-over – Acceptance) point Virtual Trading Point Austria – physical delivery of Gas
- D) Connected storage facility NAFTA – Gas transfer from the storage facility of NAFTA

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In the selection of points of the delivery of Gas B) and C) the physical delivery shall be feasible in respecting the [Technical Terms and Conditions](#) of the Announcing Party.

## 5. Announcement of Tender(s)

5.1 The Tender shall be announced in the form of publication of a notice of call to submit price quotations (hereinafter only the “Notice of Call”) at the web site [www.pozagas.sk](http://www.pozagas.sk). The Announcing Party at the same time shall forward a written announcement of publication of the Notice of Call via e-mail to all already registered Bidders to contact e-mail addresses specified in the Registration Form or other e-mail addresses notified by registered Bidder to the Announcing Party.

The Notice of Call shall contain usually the following information:

- i. a quantity of the Gas being procured in MWh,
- ii. a period for the submission of price quotations,
- iii. a period for delivery of Gas,
- iv. structuring a physical delivery of Gas (for the points of delivery of Gas B) and C) according to Article 4 of these Conditions of Tender).

## 6. Submission of the binding price quotation for the given Tender

6.1 The Bidder shall submit a binding quotation in the form of the Form for the submission of a binding Price quotation, which is published at [www.pozagas.sk](http://www.pozagas.sk) in the file “Delivery of gas for operational purposes 2024/2025” (hereinafter only the “Price quotation”).

The Bidder in its Price quotation shall specify:

- i. a unit price of the Gas in EUR/MWh rounded to maximally four (4) decimal places according to a point of delivery of Gas selected by it (Article 4 of these Conditions of Tender), which shall include all transportation, distribution or other pertaining costs of the Bidder, including its trade margin; the total price for delivery of Gas shall be determined by a multiplication of the unit price of the Gas by a quantity of Gas being delivered,
  - ii. the point of delivery of Gas according to Article 4 of these Conditions of Tender,
  - iii. the term of delivery of Gas pursuant the specification of the given Tender.
- 6.2 The Bidder shall submit the signed Price quotation by uploading it into the folder created by POZAGAS for every registered Bidder. For this purpose, POZAGAS shall notify via email every registered Bidder with the web address (URL) of the folder for submitting the Price quotation along with the password to access the folder.
- 6.3 As part of the Tender published by the Notice of Call, the Bidder shall be authorized to file one (1) Price quotation for each point of delivery of Gas pursuant to Article 4 of these Conditions of Tender without a possibility of the combination thereof. In case of a selection of several points of delivery of Gas the Bidder shall apply at each time one (1) Price quotation individually.
- 6.4 The submission of the Price quotation jointly with the registration under Article 3 of these Conditions of Tender represents a complete tender bid of the Bidder for the given Tender, which represents a binding and irrevocable bid of the Bidder for the execution of a Gas Sale and Purchase Agreement, which is binding on the Bidder from its submission to the expiration of a period for announcement of

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a result of the Tender pursuant to Article 7 of these Conditions of Tender (hereinafter only the “Tender Bid”).

## **7. Period for the announcement of a result of the Tender, Gas Sale and Purchase Agreement**

- 7.1 The Announcing Party shall assess delivered Tender Bids and in case that the winning Tender Bid shall be determined, the Announcing Party shall notify this fact in writing (via electronic mail) to respective Bidder in a period of fifteen (15) minutes after termination of a period for the submission of the Price quotations as part of the given Tender. The Announcing Party shall notify in writing (via electronic mail) all other unsuccessful Bidders in a period of two (2) hours after termination of a period for the submission of the Price quotations as part of the given Tender, that their Tender Bids were not accepted.
- 7.2 To confirm the acceptance of the winning Tender Bid by the Announcing Party, the Announcing Party shall enter with the Bidder of the winning Tender Bid into a Gas Sale and Purchase Agreement according to the form published at [www.pozagas.sk](http://www.pozagas.sk) in the section “Delivery of gas for operational purposes 2024/2025” (hereinafter only the “[Gas Purchase Agreement](#)”).

## **8. Other terms and conditions**

- 8.1 By submitting the Tender Bid the Bidder agrees to the Conditions of Tender and to a wording of the form Gas Purchase Agreement. The Tender Bid may not be recalled or altered upon its submission in the Tender.
- 8.2 Neither these Conditions of Tender nor the announcement of an individual Tender pursuant to these Conditions of Tender are a proposal for the execution of a contract according to Section 43a of the Civil Code, or a public proposal for the execution of a contract according to Section 276 et seq. of the Commercial Code.
- 8.3 The Announcing Party is as from 1 August 2008 an eligible gas consumer according to Act No. 609/2007 Coll. on Excise Tax on Electricity, Coal and Natural Gas and on amendment and supplement to Act No. 98/2004 Coll. on Excise Tax on Mineral Oil as amended, and demands a delivery of Gas free from the excise tax on gas.
- 8.4 The Announcing Party demands that the delivered Gas have the status of EU goods.
- 8.5 The Bidder acknowledges that any refusal of the Tender Bid of the Bidder, any failure to include the Tender Bid of the Bidder into assessment, any failure to accept the Tender Bid of the Bidder, any change in the Conditions of Tender or any revocation of an individual Tender shall not establish to right to file any remedies or other revision procedures.
- 8.6 The Bidder by filing of the Tender Bid to the Tender:
- i. acknowledges that the Announcing Party shall be obliged, pursuant to Section 29 (5) of Act No. 250/2012 Coll. on Regulation in Network Industries as amended, to notify the Regulatory Office for Network Industries of certain data related to this Tender, and the Bidder by filing the Tender Bid to the Tender grants its consent thereto,
  - ii. implicitly confirms that unless such requirement is provided for by legal regulations, the price listed in the Tender Bid was not and will not be, whether directly or indirectly, knowingly

disclosed by the Bidder to another Bidder and that the Bidder has not committed any other proceeding restricting free competition in the Tender,

- iii. faithfully declares that it is not in the process of being wound up, subject to proceedings for the declaration of bankruptcy or restructuring, is not bankrupt, nor has a bankruptcy petition against it been rejected due to a lack of assets, nor it is subject to similar proceedings pursuant to legal regulation in the country of its seat,
- iv. faithfully declares that it is not included in a list of persons in respect of which reasons have occurred for the revocation of registration of the VAT payer, maintained by the financial Headquarters of the SR (only a Bidder with its seat in the SR),
- v. faithfully declares that it performs, duly and on time, all obligations towards institutions of social and health-care insurance as well as towards tax and customs authorities (only a Bidder with its seat in the SR).

8.7 No security is required for participation in the Tender.

8.8 In case of a delivery of Gas through the points of delivery of Gas A) and D) according to Article 4 of these Conditions of Tender the Announcing Party shall not apply a fee in respect to the Transfer of Gas between Gas stored accounts within Storage Facility, or a fee in respect to the Transfer of the Gas between the Storage Facility and the connected storage facility pursuant to the [Pricelist](#).

8.9 In case of a delivery of Gas through the point of delivery of Gas C) according to Article 4 of these Conditions of Tender the Announcing Party shall apply commodity tariff for Gas injected from Entry-Exit (Handing-over and Acceptance) Point VTP Austria pursuant to the [Pricelist](#) (in accordance with terms and conditions set by Austrian legislation). Other costs related to allocation of transmission capacities required to Gas supply according to this section shall be born by the Announcing Party.

8.10 In case of a delivery of Gas through the points of delivery of Gas A), C) or D) according to Article 4 of these Conditions of Tender the Announcing Party shall apply price for Cross-border utilization of the Storage Facility pursuant to the [Pricelist](#) (in accordance with terms and conditions set by Austrian legislation).

## **9. Exclusive rights of the Announcing Party**

9.1 The Announcing Party shall not reimburse any expenses of the Bidders expended for the preparation and submission of the Tender Bids.

9.2 In case of any failure to submit all documents from the side of the Bidder, or if the submitted documents fail to contain all prerequisites, or fail to comply with the terms and conditions prescribed in these Conditions of Tender, or if the submitted documents are illegible or incomplete, the Announcing Party reserves the right to demand that the Bidder supplement such documents, or make the change or modification thereof. To avoid any doubts, the procedure pursuant to the foregoing sentence is the right not the obligation of the Announcing Party.

9.3 The Announcing Party reserves the right to verify the veracity of information provided by the Bidder in the Tender Bid and shall also be entitled to demand further supplementing information or documents. The Bidder shall be obliged to deliver such information or documents to the Announcing Party within a deadline stipulated by the Announcing Party.

- 9.4 The Bidder which delivers an incomplete Tender Bid or specifies in the Tender Bid false or misleading information may be expelled from the Tender.
- 9.5 The Announcing Party shall not return delivered Tender Bids or other provided documentation. The Announcing Party shall use the provided commercial, confidential or other reserved information exclusively for the purpose of assessment of the Tender Bids. The Announcing Party reserves the right to expel from the Tender any Tender Bids, the intention of which is to restrict the scope of application of underlying documents or information specified in the Tender Bid.
- 9.6 The Announcing Party reserves the right as part of an individual Tender to select the Tender Bid, reject all Tender Bids, not to select even one Bidder, revoke an individual Tender, as well as the right to amend the Conditions of Tender without affecting up to that time executed Gas Purchase Agreements as part of already implemented Tenders, and the Announcing Party shall not be obliged to inform about the reasons of its decision. Any amendment to the published Conditions of Tender or any revocation of the Tender shall be published at the web site of the Announcing Party [www.pozagas.sk](http://www.pozagas.sk)

## 10. Persons in charge of contacts with Bidders

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