

Zanesljivo z vami!



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Procurement

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TENDER DOSSIER

Subject:

**Contract award in a negotiated procedure with
prior publication**

**Implementation of Headless CMS solution and
leasing of system for 5 (five) years**

Public contract number
0018/2024/0018/MVS/6

Procurement number
1100001982



**INVALIDOM
PRIJAZNO
PODJETJE**

Pošta Slovenije d.o.o.

Maribor District Court. Registration number: 5881447000. Activity code: 53.100. Chair of Supervisory Board: Urška Kežmah.

Share capital: €121,472,482. Current account number: SI56 0451 5000 1110 867. Current account number: SI56 0228 0001 6990 351. Current account number: SI56 1010 0005 8717 393.

VAT ID number: SI 25028022

INVITATION TO TENDER

Pursuant to the Public Procurement Act (hereinafter: the ZJN-3), Pošta Slovenije d.o.o., of Slomškov trg 10, Maribor, invites tenderers to submit written tenders in accordance with the tender dossier for the award of a public contract under the low-value contract procedure for »Implementation of Headless CMS solution and leasing of system for 5 (five) years«.

The contracting authority invites all tenderers to submit their applications on the basis of the tender dossier in question to participate in the public procurement procedure in question.

Tenderers shall submit their applications (and tenders in Stage 3) to the e-JN (electronic public procurement) information system at <https://ejn.gov.si>, in accordance with point 3 of the Instructions for using the e-JN information system for the electronic submission of tenders: TENDERERS (hereinafter: Instructions for the use of e-JN), which are part of this tender dossier and are available at <https://ejn.gov.si>.

Prior to submitting an application, tenderers must register at <https://ejn.gov.si> in accordance with the Instructions for using e-JN. Tenderers who are already registered in the e-JN information system should log into the application at the same address.

The user of a tenderer authorised to submit tenders in the e-JN information system submits the application/tender by clicking on the "Submit" button. Upon the submission of an application or tender, the e-JN information system logs the user's identity and the time of submission of the application/tender. By submitting an application/tender, the user demonstrates and declares their intention to submit a binding tender on behalf of the tenderer (Article 18 of the Code of Obligations).¹ Upon the submission of a tender, that tender is binding for the time stated in the tender, unless the tenderer's user withdraws or amends the tender before the deadline for submission.

Applications shall be deemed to have been submitted on time if the contracting authority receives them via the e-JN system at <https://ejn.gov.si> **by 12:00 noon on 26. 6. 2024 at the latest**. An application is deemed to have been submitted if it is designated as "SUBMITTED" in the e-JN information system.

A tenderer may withdraw or revise its application (and tender in Stage 3) up until the deadline for the submission of applications. If a tenderer withdraws its tender from the e-JN information system, the tender will be regarded as not having been submitted and the contracting authority will not be able to see it in the e-JN system. If a tenderer revises its tender in the e-JN information system, the latest submitted tender will be available to the contracting authority in the system.

Applications and tenders may no longer be submitted after the deadline for their submission has expired.

¹ [Code of Obligations](#) (Official Gazette of the Republic of Slovenia, Nos. 97/07 – official consolidated text, 64/16 – constitutional court ruling and 20/18 – OROZ631)

INFORMATION REGARDING THE OPENING OF TENDERS

The contracting authority will invite (within the e-JN system) tenderers that submit acceptable applications to submit their tenders. The contracting authority will indicate the precise date and time for the submission of tenders in the invitation to tender (the deadline for submission of tenders is planned to be 5 business days from the invitation to tender), and will indicate the negotiation starting points and protocol in the invitation to negotiate.

The opening of tenders shall take place automatically within the e-JN information system at <https://ejn.gov.si>.

The opening process shall take place with the e-JN information system displaying the tenderer's details and the variants (if required or permitted) automatically at the time set for the public opening of tenders and enabling access to the pdf document that the tenderer uploads to the e-JN system under the »Total tender price« section, part "Tender pro forma invoice (Tender Quote)". Tenderers that have submitted their tenders shall have these details available to them in the "Records on the opening of tenders" section of the e-JN information system.

Contracting authority's contact person: **Monika Jelovica**, monika.jelovica@posta.si.

Yours faithfully,

Darja Ferlinc, MSc
Procurement Specialist

1 GENERAL PROVISIONS OF THE CONTRACT

1.1 Method of performance of the contract

The contracting authority will award the contract for »Implementation of Headless CMS solution and leasing of system for 5 (five) years« **in its entirety**. Tenderers must tender for all the types of service contained in the tender (i.e. partial tenders are not permitted).

The procedure will be carried out in the following stages:

1. STAGE 1: RECOGNITION OF QUALIFICATIONS

Receipt of applications **with proposed technological solutions and confirmed reference certificates**. Based on an analysis of applications to participate, the contracting authority will grant recognition of qualifications to tenderers.

The recognition of qualifications will be carried out on the basis of fulfilment of all conditions C1 – C9.

In the next stage of the public contract procedure the contracting authority will invite tenderers whose qualifications have been recognised based on fulfilment of the conditions.

2. STAGE 2: DEMONSTRATIONS

In Stage 2 the contracting authority will invite tenderers to participate, in other words to provide a scenario/demonstration of their solution. The contracting authority will coordinate individually with each tenderer separately regarding the date of the demonstration. Before each consultation, the tenderer's representative is obliged to provide written authorisation from the tenderer's statutory representative (unless the representative is in fact the statutory representative) indicating that it is authorised to participate in the demonstration on behalf and for the account of the tenderer.

If the tenderer does not respond to the contracting authority's invitation to participate or to provide a scenario/demonstration of the solution the contracting authority will conclude that the tenderer has no interest in further participation in the procedure and they will be excluded from the procedure and not be invited to submit a final tender.

3. STAGE 3: SELECTION OF MOST FAVOURABLE TENDERER

In the third stage, one or more rounds of negotiations will be conducted with the qualified tenderers. The contracting authority will set out the manner and content of the negotiations in the invitation to tender sent out to the tenderers whose capacities are recognised. After the negotiations have been held, the contracting authority will evaluate the tenders in accordance with the criteria defined in the tender dossier.

After the contract award procedure has been carried out, the contracting authority will conclude a framework agreement with one tenderer, i.e. the highest-ranked tenderer in accordance with the criteria indicated in the tender dossier.

The contracting authority notifies tenderers that both during the implementation of the public contract procedure and during the validity of the framework agreement, where necessary it will cooperate with external experts who will advise the contracting authority in relation to the fulfilment of its interests.

1.2 Communication with the contracting authority

The communication between the contracting authority and the tenderer shall be exclusively in writing. The name of the contact person of the contracting authority is provided in this invitation to tender.

1.3 Language

The procurement procedure shall be conducted in the Slovenian language. Tenderers may use established technical terms in foreign languages, but only in the technical part of the tender. For non-Slovenian tenderers the contracting authority will conduct negotiations in a foreign language (English).

Quality certificates and other certificates may be submitted in foreign languages. If during revision and evaluation of tenders, the contracting authority is of opinion that the part of tender, which was not submitted in the Slovenian language, should be translated into Slovenian language, the contracting authority may ask the tenderer to do so at its own cost within a specified time limit. In case of dispute, the tender bid in the Slovenian language and the part of the tender in the certified translation into the Slovenian language shall be used as a reference.

1.4 Tenders submitted by a grouping of tenderers/contractors

A joint application is an application in which several economic operators (hereinafter: partners) act together as tenderer and jointly take over the implementation of the contract. Partners shall be equal and shall bear unrestricted joint and several liability to the contracting authority for implementation of the contract in its entirety. The 'Application' form must state who the partners are and the lead partner representing them in the application. In order to implement the public procurement procedure in question, the candidates must enclose with the joint application an **act of joint participation** that must determine:

- that the agreement in question is being concluded in order to take part in the public procurement procedure in question »Implementation of Headless CMS solution and leasing of system for 5 (five) years«;
- which of the partners is authorised to communicate with the contracting authority for the needs of the procedure in question;
- the lead partner and authorisation for a lead partner to sign the application and tender;
- that any change to the partners during the implementation of the public contract in question is not permitted unless in the cases indicated in the following indent;
- that the agreement in question and thus the joint application does not cease to be valid if a particular partner no longer participates in the joint application on the following grounds:
 - if the partner died or loses its capacity to contract, or bankruptcy or compulsory composition proceedings have been initiated against them as a sole trader;
 - if the partner as a legal entity ceases to exist due to corporate status changes or bankruptcy, liquidation or compulsory composition proceedings have been initiated against them;

- if through an act of a state body the partner is prohibited from performing a business activity that is essential to achieve the purpose of the articles of association;
 - if the partner terminated the agreement;
- provided that the remaining partners take over a portion of the work from the application, if they specify it in the form 'Information on economic operator', or the tender, and if they additionally demonstrate their economic, technical and professional capacity to meet those contracting authority's requirements from the tender dossier in question that they demonstrated with the excluded partner.
- that the partners, in the event of submitting a final tender on the basis of the requirements from the final tender dossier, conclude and in the second stage of the procedure in question submit to the contracting authority a separate agreement with which they will accurately define mutual relations and obligations in accordance with the requirements from the tender dossier connected with the award of the public contract.

The replacement of partners after the submission of applications for participation is no longer permitted. Any tenderer who despite this changes the partners from the joint application in their tender, which were listed in the application for participation, except in the cases listed above, will be excluded from the public contract award procedure.

Partners must fulfil the conditions and requirements that apply to them in Section 2 of this tender dossier.

A completed ESPD form must be submitted separately for each partner in the application in accordance with Article 79 of the ZJN-3 and the form 'Information on economic operator', in which the works that are planned are listed. If the ESPD forms are not submitted for the lead partner and each other partner, but the other parts of the application indicate who the lead partner is and with which partners the lead partner is applying, the contracting authority will summon the lead partner to produce the missing ESPD forms. If the submitted ESPD forms are completed with deficiencies, the contracting authority will call on the tenderers in the joint application to eliminate the deficiencies. If the act of joint participation is not enclosed with the joint application, or the latter does not contain all the definitions stated above, the contracting authority will call on the tenderers to submit that act or supplement it.

1.5 Subcontracting/subcontractors

Tenderer may subcontract a part of the public contract and must indicate this in the form 'Application'.

The tenderer that is awarded the contract shall be fully responsible to the contracting authority for the implementation of the contract received, regardless of the number of subcontractors involved.

If a tenderer performs a contract with subcontractors, it must fulfil the following requirements in its tender in accordance with Article 94 of the ZJN-3:

- state all subcontractors and each part of the public contract which it intends to allocate to a subcontractor (the application should state the type of works and an estimate of the scope, and the finally submitted tender should state each part of the contract and the scope as a proportion/percentage or amount);
- list the contact details and the statutory representatives of the proposed subcontractors;
- submit completed ESPDs for the subcontractors in accordance with Article 79 of the ZJN-3; and

- enclose the subcontractor's request for direct payment, if they are requesting direct payment.

The subcontractor must fulfil the conditions and requirements that apply to them in Section 2 of this tender dossier.

1.6 Variant tenders

Variant (multiple) tenders are not allowed. Only one tender may be submitted by each tenderer. Tenderers submitting more than one tender shall be excluded from the procedure for the award of the contract. In the event of a joint tender, tenderers submit only one tender on a joint form that constitutes a part of the tenderer's documentation.

1.7 Amendments, additions and clarifications to the tender dossier

Pursuant to Article 67 of the ZJN-3, the contracting authority shall publish the documentation relating to the contract award on or via the Public Procurement Portal. The information provided by the contracting authority to the business entities participating in the public contract procedure shall also be deemed a part of this documentation.

After the expiry of the deadline for the receipt of tenders, the contracting authority may no longer amend or supplement the documentation relating to the award of the public contract. The information provided by the contracting authority to business entities on or via the Public Procurement Portal shall be regarded as an amendment to, addition to or clarification of the documentation relating to the public contract award if it appears from the content of such information that this information amends or supplements the contract documents or that the clarification eliminates ambiguities therein.

1.8 Admissible amendments, explanations and corrections to the tender, miscalculations

The contracting authority shall decide on the qualifications of tenderers after verifying whether the application is admissible or if the conditions for the recognition of qualifications and the requirements from the tender dossier have been met.

The contracting authority and the tenderer shall communicate via the e-JN system (electronic system). The submission of the missing document or the supplementation, correction or clarification of information or documentation may relate only to those elements of a tender which existed before the expiry of the deadline set for the submission of an application or tender and which can be objectively verified.

Tenderers may not amend or correct:

- their prices per unit (excluding VAT), the values of items (excluding VAT), the total value of the tender (excluding VAT), except when the total value is changed in accordance with the seventh paragraph of this article, and the tender in terms of its criteria;
- the part of the tender that concerns the technical specifications of the subject of the public contract.

Should a tenderer fail to respond or submit the missing document or fail to supplement, correct or clarify the relevant information or documentation by the deadline specified by the contracting authority, the contracting authority shall exclude the application.

An application shall be excluded if it is deemed that a tenderer arbitrarily changed the contracting authority's forms required by the tender dossier.

The contracting authority shall exclude a tenderer from the selection procedure if there are reasonable grounds to suspect that the tenderer or someone else on its behalf promises, offers or provides any kind of benefit to an employee of the contracting authority or other person who could influence the decision of the contracting authority in the public procurement procedure, in order to influence the content, action or decision of the contracting authority regarding an application before, during or after the selection of the tenderer.

If at any time the contracting authority has grounds for suspecting that an individual economic operator has submitted a false declaration in the public procurement procedure or a forged or amended document as evidence, it shall file a motion with the National Review Commission to initiate misdemeanours proceedings for a misdemeanour referred to in Article 112 of the ZJN-3 and can also withdraw from the concluded framework agreement relating to the public contract in question.

1.9 Cost for preparing tenders

All costs incurred in the process of drawing up and submitting the tender shall be borne by the tenderer.

1.10 Payment terms

Payment is due within 30 days after receipt of the invoice. A delivery note signed by the contracting authority must be attached to the invoice. The invoice date may not be earlier than the date of provision of the services. The invoice must contain a reference to the procurement number, which will be provided to the tenderer by the contracting authority's framework agreement administrator after the conclusion of the framework agreement.

Either of the contracting parties may propose the option of early payment with the inclusion of a cash discount, the level of which shall be determined subsequently through negotiations.

If a subcontractor requests direct payment in the manner defined in Article 94 of the ZJN-3:

- the primary contractor shall authorise the contracting authority in the agreement to pay the subcontractor directly on the basis of an invoice or statement that is approved by the primary contractor;
- the subcontractor shall provide a letter of consent, on the basis of which the contracting authority settles the subcontractor's claims against the tenderer;
- the primary contractor shall enclose with its invoice or statement an invoice or statement issued by a subcontractor that it previously approved.

In the event that direct payment to a subcontractor is not required, the contracting authority shall request that the primary supplier send it the following within 60 days of the final invoice or interim statement payment: its written statement and the written statement of the subcontractor indicating that the subcontractor received payment for construction or services or for the goods supplied that are directly linked to the subject of the public contract.

Invoices shall be issued and sent to the company address: Pošta Slovenije d.o.o., Slomškov trg 10, 2000 Maribor, no later than the 5th day of the month for services performed in the previous month, or via the eNabiralnik service.

Instructions for the correct forwarding of e-invoices to Pošta Slovenije's e-location were published at the following link [Javna naročila-top | Pošta Slovenije \(posta.si\)](http://Javna%20naročila-top%20Pošta%20Slovenije%20(posta.si)).

1.11 Price

The price must be fixed, quoted in Euros (€) and exclusive of Value Added Tax (VAT). All costs must be included in the price. VAT must be stated separately in accordance with the tender quote form (also referred to as "the proforma invoice form").

Prices in the tender must cover all costs that the tenderer will incur in the performance of the contract.

The contracting authority will not accept additional charges from the selected tenderer.

1.12 Criteria

The contracting authority will determine the most economically advantageous tender in Stage 3 of the public contract using the criteria described below. The tenderer that achieves the highest number of points on the basis of the criteria will be awarded the contract.

The evaluation criterion is the economically most advantageous tender, which is determined based on the following criteria (in total a tenderer will be able to receive up to 100 points):

I. Tender price (maximum 50 points):

The amount represented by the criterion of price in the overall assessment is 50%, or 50 points. This number of points will be allocated to the tender with the lowest price. The other tenders will receive a correspondingly lower number of points (calculated according to the following formula):

$$P(\text{price}) = T_{\min} / T(1..X) \times P(\text{max})$$

Where:

P is the number of points for the criterion of price

T_{min} is the lowest-priced tender

T(1..x) is the value of an individual tender

P(max) is the maximum number of points

The elements of the total price that will constitute the subject of this criterion will be fully defined in Stage 3 of this public contract. This will be roughly the sum of the costs of implementation, maintenance, upgrading and/or the price after the transaction.

II. Additional functionalities (maximum 50 points):

1. Option of later expansion with CDP (solution offered by tenderer) (maximum 20 points):

- 20 points are allocated to a tenderer offering the option of later expansion;
- 0 points are allocated to a tenderer that does not offer the option of later expansion.

2. Marketing automation (multiple channels: email, Mobile/Web Push, SMS and so forth) (maximum 5 points):

- 5 points are allocated to a tenderer that indicates 3-4 additional channels of communication with users;
- 3 points are allocated to a tenderer that indicates 1-2 additional channels of communication with users;
- 0 points are allocated to a tenderer that indicates no additional channel of communication with users.

3. Safety certificates (ISO) in addition to those required (maximum 5 points):

- 5 points are allocated to a tenderer that indicates 3-4 additional safety certificates;
- 3 points are allocated to a tenderer that indicates 1-2 additional safety certificates;
- 0 points are allocated to a tenderer that indicates no additional certificate.

4. Possibility of using or integrating with AI as part of the solution (maximum 5 points):

- 5 points are allocated to a tenderer that offers the possibility of using or integrating with AI as part of the solution;
- 0 points are allocated to a tenderer that does not offer the possibility of using or integrating with AI as part of the solution.

5. Completion of questionnaire in Annex 1 – point 5. Content of application/tender (maximum 5 points):

- 5 points are allocated to a tenderer that completes the questionnaire in full;
- 0 points are allocated to a tenderer that does not complete the questionnaire in full.

6. Demonstration of functionalities (maximum 15 points):

- 15 points are allocated to a tenderer that provides a successful presentation of all 3 scenarios;
- 10 points are allocated to a tenderer that provides a successful presentation of 2 scenarios;
- 5 points are allocated to a tenderer that provides a successful presentation of 1 scenario;
- 0 points are allocated to a tenderer that does not present any scenario.

1.13 Framework agreement

The tenderer ***fills in*** the sample framework agreement that will be presented in the invitation to tender, ***signs it and submits a scanned copy*** with the tender (Stage 3), thereby confirming that they agree with the sample framework agreement.

The tenderer selected will receive a framework agreement to sign, the contents of which will be identical to the sample framework agreement. The only amendments will be those made to the tender data. The tenderer selected may not alter the contractual provisions. If the tenderer does not return a signed framework agreement within 8 days of receipt, it shall be deemed to have withdrawn its tender. The contracting authority shall consider any tender withdrawal to be a negative reference for the following three years, irrespective of the reason for the tender withdrawal. Should this occur, the contracting authority will charge separately for the damage incurred as a result of the selected tenderer's non-fulfilment of its contractual obligations or withdrawal from the framework agreement.

The agreement on the implementation of the contract may be amended in accordance with Article 95 of the ZJN-3 for the following:

- any changes, regardless of the values envisaged in the documentation (e.g. consumer price index);
- additional construction or services;
- unforeseen circumstances;
- the replacement of the contractor; or
- an immaterial change, regardless of the value.

1.14 Data protection

The contracting authority shall protect all data in accordance with the provisions of the acts regulating public procurement. The contracting authority shall ensure that all data marked by tenderers as confidential in accordance with the act governing companies shall be treated as trade secrets. In accordance with Article 35 of the ZJN-3, the contracting authority may only deem data labelled a trade secret by the tenderer to be a trade secret.

The names of the tenderers and the submitted tenders shall be protected as trade secrets until the date set for the opening of tenders.

1.15 Suspension of the procedure

In accordance with the laws, the tendering procedure can be discontinued by the contracting authority at any time.

The contracting authority has the right to reject all tenders. A notice of rejection of all tenders shall be given promptly to all tenderers.

In no event shall the contracting authority be liable for any damages whatsoever in any way which tenderers may have due to the discontinuation of the procedure, rejection of all tenders, or which the successful tenderer may have if the agreement is not signed.

1.16 Termination of contractual obligations

The contracting authority shall reserve the right to terminate the framework agreement with any supplier that breaches its provisions. Such supplier shall be barred from participating in the contracting authority's other contract award procedures for the next three years.

The contracting authority may withdraw from this framework agreement during its validity in accordance with Article 96 of the ZJN-3.

1.17 Review/Revision of the procedure

A request for a revision of the procedure may be submitted by any person with an interest in the award of a tender, conclusion of an agreement or inclusion in a dynamic purchasing system and a capacity determination system who has or could have suffered damages through the alleged offence.

The request for review must be explained and lodged via the e-revizija portal.

The applicant must simultaneously send a copy of the request for review to the ministry responsible for finance. The contracting authority must notify the tenderers who submitted tenders in the public procurement procedure about the lodging of the request for review within three business days of the receipt of that request.

In the request for review, the applicant must state the name and address of the applicant and the contact person, the name of the contracting authority, the designation of the public procurement order or decision on the issuing of a public procurement order or recognition of capacity, the subject matter of the public procurement order, the alleged offence, the facts and evidence with which the offence is proved, an authorisation for representation in the pre-review and review procedure if the applicant appears through proxies, a statement of whether the particular case of public procurement involves co-financing from European funds and which fund, and a receipt of payment of administrative fees.

When lodging the request for review the applicant is obliged to pay an administrative fee to the corresponding account at the ministry responsible for finance in the amount of €4,000 if the request for review relates to the content of the notice, the invitation to tender or the tender dossier.

The transaction account number is: 01100-1000358802.

In the payment of the administrative fee, the approval reference number in line with template 11 must always be cited.

1. Template 11

2. P1: budget spending unit code (16110 – Ministry of Finance – four-digit number plus check number)

3. P2: sub-account number with check number (7111290)

4. P3: Publication serial number from the standard information portal or account reference number, or another document from the public tender dossier (6 digits + 2 digits for the year) is applied.

A dash is mandatory between P1 and P2 and between P2 and P3.

1.18 Security (collateral) – bank guarantees

1.18.1 Performance bond

(all the following provisions apply to a bank guarantee or surety bond)

The contracting authority will require a performance bond, where the value will not exceed the statutory limits, and the final invitation will stipulate the duration and a possible reduction clause. The amount and duration of the bond shall be subject to negotiation, where the contracting authority will specify the amount and duration in the invitation to tender.

2 SELECTION CRITERIA

Tenders that do not fulfil (provide evidence of meeting) all of the criteria described below shall be deemed unacceptable and excluded from the procedure. **In order to meet the criteria in this stage, the tenderer is required to submit (to satisfy the conditions C1–C7) a completed ESPD form for this public contract (in the event of partnership tenders, an ESPD form shall be submitted for each separate partner, and an ESPD form shall also be submitted for each registered subcontractor).**

The economic operator shall download the contracting authority's ESPD form (XML file) from the web link <https://ejn.gov.si/espdl>, and shall enter the required data directly into it.

The contracting authority requests tenderers in the ESPD form under point B: Information on representatives of the economic operator, to enter the personal identity number (EMŠO) of all statutory representatives.

A completed and signed ESPD must be enclosed to the tender by all economic operators participating in the tender in any manner (tenderer, participating tenderers in case of a joint tender, economic operators whose capacities are used by the tenderer, and subcontractors).

Tenderer that submit tender in the e-JN system shall upload its own ESPD under "ESPD – tenderer", and ESPDs from other participants under "ESPD – other participants". Tenderer that submit tenders in the e-JN system shall upload an electronically signed ESPD in .xml form or an unsigned ESPD in xml. form (or in .pdf format), whereby in the latter case, in line with the General Terms and

Conditions of Use of the e-JN Information System, a legally binding document shall be deemed to have been submitted, that has the same validity as a signed document.

For other participating tenderers the tenderer shall submit a signed ESPD under "ESPD – other participants" in .pdf format or in an electronically signed .xml file.

Before recognition of a tenderer's capacity to be selected, the contracting authority shall request that the tenderer submits evidence that it meets a particular criterion with the documents and instruments required for demonstrating the fulfilment of a specific criterion or with the documents already required under the ZJN-3, or independently verify data from official records in the e-Dosje information system or in the official records where possible. For this purpose and where necessary, the contracting authority may request that tenderers submit relevant authorisations for access to official records.

Tenderers must submit the following to demonstrate that they fulfil the conditions referred to in Articles 75 to 76 of the ZJN-3:

C 1 No criminal record – no final judgment containing elements of the criminal offences set out in the first paragraph of Article 75 of the ZJN-3 shall have been imposed on the economic operator, or on a person who is a member of an administrative, management or supervisory body of that economic operator, or who has powers of representation, decision-making or control therein.

In the event of a joint tender, this requirement must be satisfied by all partners. If a tenderer participates with subcontractors, they must also meet this criterion.

Proof: the tenderer must submit a correctly completed ESPD form (Section A: Grounds relating to criminal convictions).

The tenderer may submit the certificate from the criminal records by itself. The certificate issued may not be older than 4 months from the date set for the receipt of applications.

C 2 On the day the tender submission deadline expires, the economic operator must not be listed in the register of economic operators on whom secondary sanctions of exclusion from procurement procedures have been imposed as arising from point a) of the fourth paragraph of Article 75 of the ZJN-3.

In the event of a joint tender, each of the partners must meet this criterion. If a tenderer participates with subcontractors, they must also meet this criterion.

Proof: the tenderer must submit a correctly completed ESPD form (Section D: National grounds for exclusion).

C3 Ability to perform a professional activity: the tenderer must be registered in the professional and trade registers that are kept in the member state in which the business authority is registered (registered office). The list of the professional and trade registers in the EU's member states is presented in Annex XI to Directive 2014/24/EU.

In the event of a joint tender, each of the partners must meet the criterion in the contract for which they are responsible. When a tenderer plans to perform a public contract with a

subcontractor, this requirement must also be completely fulfilled by the subcontractor for the type of works it is planning to assume under the tender.

Proof: the tenderer must submit a correctly completed ESPD form (Part IV: Selection criteria, A: Suitability)

- C4** The contracting authority shall exclude a tenderer from the public contract procedure if:
- insolvency or compulsory winding-up proceedings have been initiated against the business authority under the act governing insolvency and compulsory winding-up proceedings, or
 - liquidation proceedings have been initiated against this business authority under the act governing companies, if the management of the assets or operations of this business authority has been taken over by an official receiver or court, or
 - if the business activities of this business authority have been suspended temporarily, or
 - if similar proceedings have been initiated against the business authority under the regulations of another country or it has found itself in a position with the same legal implications.

In the event of a joint tender, each of the partners must meet this criterion; if a tenderer participates with subcontractors, they must also meet this criterion.

Proof: the tenderer must submit a correctly completed ESPD form (Section C: Grounds relating to insolvency, conflicts of interests or professional misconduct).

- C5** Tenderers **must not have had their accounts blocked** during the past six months of operation prior to the date of submission of the application set by the contracting authority (this criterion applies to all of the tenderer's accounts).

In the event of a joint tender, each of the partners must meet this criterion; if a tenderer participates with subcontractors, they must also meet this criterion.

Proof: the tenderer must submit a correctly completed ESPD form (Part IV: Selection criteria, B: Economic and financial standing).

- C6** **A tenderer shall be excluded from the procedure** if significant or constant deficiencies appeared in the previous agreement on the implementation of a public contract concluded with the contracting authority regarding the fulfillment of crucial obligations, owing to which the contracting authority was forced to prematurely withdraw from the previous contract or agreement, claim damages or required other comparable sanctions to be imposed.

The contracting authority shall also consider written complaints, written warnings to suppliers about breaches of contractual obligations, contractual penalties charged, or bank guarantees redeemed for one of the aforementioned reasons as proof of poorly executed work.

In the event of a joint tender, each of the partners must meet this criterion; if a tenderer participates with subcontractors, they must also meet this criterion.

Proof: The tenderer must submit a correctly completed ESPD form (Section C: Grounds relating to insolvency, conflicts of interests or professional misconduct; early contract termination, compensation or other comparable sanctions).

- C7** If the tenderer offers to implement the contract with subcontractor(s), it must present the documentation in accordance with section 1.5 of the tender dossier (an ESPD form is required for each subcontractor).

The contracting authority shall reject a subcontractor if any of the grounds for exclusion exist, in accordance with conditions C1, C2, C3, C4, C5 or C6.

SPECIAL CONDITIONS:

C 8 Technical and professional capacity - references

The tenderer may state the same reference both under condition C 8.1 and condition C 8.2, provided it meets both requirements (3 front-ends and an online store with more than 200 items).

For the fulfillment of the C8 criterion the candidate presents a **list of references** with all the required data (Form 'Declaration by the tenderer on the fulfillment of reference requirements').

The tenderer is required to submit the data on the reference transaction and data on the reference client together with the application for each of the indicated content areas in the form 'Declaration by the tenderer on the fulfillment of reference requirements'. The contracting authority will verify the veracity of this data directly with the reference client.

If the tenderer fails to enclose the required form 'Declaration by the tenderer on the fulfillment of reference requirements' with the application or shall submit a deficient form, they shall have to submit or amend it at the contracting authority's request. If the tenderer fails to present this form or supplement it accordingly at the contracting authority's request on time, the contracting authority shall exclude such application from the public procurement procedure in question.

If the contracting authority establishes through additional inquiries that any of the references does not demonstrate a high-quality level of completed works (considering the requirements and contractual provisions), such reference shall be disregarded.

C 8.1 Upon submission the tenderer must attach at least 3 references in the field of setting up a Headless CMS with more than three (3) front-ends, together with contact information for the reference clients.

The offered solution (the software that will serve as the basis for setting up the solution for the contracting authority) that the economic operator has created and implemented must still be in use at any one company of choice (a reference contracting authority or end user) **under the principle of 'first-party service' (obligatory) and must include all 6 of the stated basic functions:**

- The 'first-party service' principle (the solution for operation of the website relies on so-called third-party provider cookies, which upon the imminent termination of these cookies would cause

for the contracting authority the non-functioning of the website in browsers and devices and analytics).

- Basic functionalities of the technical solution:
 1. 'API-first' approach;
 2. Omnichannel support - simple distribution of content on multiple platforms and devices (e.g. websites, mobile apps, IoT devices);
 3. Localisation and internationalisation - support for multi-language content;
 4. Digital asset management (DAM);
 5. Expandability and adaptability of CMS functionalities via plug-ins, add-ons or tailored to developed expansions;
 6. Use of servers in the EU and GDPR compliance.

Each reference must fulfil all 6 (six) of the stated basic functions and principles in order to be appropriate and admissible.

Supporting documents: The tenderer/partner/subcontractor/other economic operator shall complete the ESPD form in 'Part IV: Participation criteria, Section α: Global indication for all selection criteria' and shall submit the completed form 'Declaration by the tenderer on the fulfilment of reference requirements'.

C 8.2 Upon submission the tenderer must attach at least 3 references in the field of setting up a Headless CMS for the purposes of online sales with more than 200 items, together with contact information for the reference clients.

The offered solution (the software that will serve as the basis for setting up the solution for the contracting authority) that the economic operator has created and implemented must still be in use at any one company of choice (a reference contracting authority or end user) **under the principle of 'first-party service' (obligatory) and must include all 6 of the stated basic functions:**

- The 'first-party service' principle (the solution for operation of the website relies on so-called third-party provider cookies, which upon the imminent termination of these cookies would cause for the contracting authority the non-functioning of the website in browsers and devices and analytics).
- Basic functionalities of the technical solution:
 1. 'API-first' approach;
 2. Omnichannel support - simple distribution of content on multiple platforms and devices (e.g. websites, mobile apps, IoT devices);
 3. Localisation and internationalisation - support for multi-language content;
 4. Digital asset management (DAM);
 5. Expandability and adaptability of CMS functionalities via plug-ins, add-ons or tailored to developed expansions;
 6. Use of servers in the EU and GDPR compliance.

Each reference must fulfil all 6 (six) of the stated basic functions and principles in order to be appropriate and admissible.

Supporting documents: The tenderer/partner/subcontractor/other economic operator shall complete the ESPD form in 'Part IV: Participation criteria, Section α: Global indication for all selection criteria' and shall submit the completed form 'Declaration by the tenderer on the fulfilment of reference requirements'.

- C 9** The tenderer must state which certificates it received for ensuring information security and data protection for the specific information solution it is offering. Upon submission the tenderer must attach a valid ISO 27001 information security certificate.

In the case of an application by partners, this condition must be met by the lead partner or all the partners jointly. If the tenderer is acting with subcontractors, the condition must be met by the project leader.

Supporting document: valid ISO 27001 information security certificate.

3 INSTRUCTIONS FOR COMPILING THE TENDER

The tender shall be composed such that tenderers fill in the required data in the forms which are an integral part of the tender dossier, or of the individual parts thereof. Tenders must be submitted on the forms from the annexes to the tender dossier, or on forms produced by the tenderer that are identical in content and form.

During the application submission stage (Stage 1), the tenderer shall submit all of the required proofs of meeting the conditions and requirements, and the documents and data on the subject of the public contract and the technical characteristics, except for the tender quote (Tender pro forma invoice – prices), which shall be submitted during the tender submission stage (Stage 3) after receipt of a request from the contracting authority.

In the e-JN information system under the "Total tender price" section, the tenderer enters the total tender amount net of tax in EUR and the tax amount in EUR in the field earmarked for this purpose. The amount including tax in EUR is calculated automatically. A Word, Excel or PDF file is uploaded to the "Pro forma invoice" section in Stage 3. The "Total tender price" which will be entered into the same referenced section, and the document that will be uploaded as a pro forma invoice to the "Pro forma invoice" section, will be displayed and made available at the public opening of tenders. In the event of discrepancies between the data indicated under the "Total tender price" section and in the document that was submitted to the "Pro forma invoice" section, the data in the document submitted to the "Pro forma invoice" section shall be deemed valid. Other enclosures shall be uploaded by the tenderer to the "Other enclosures" section.

Tenderers shall guarantee, under criminal and material liability, that all information and documents submitted in their tender are true and accurate and that the documents enclosed correspond to their originals. Otherwise, the tenderer shall be liable to the contracting authority for all damage incurred by the latter.

The tenderer shall submit certificates or declarations as required under the "Selection criteria" section (if the required declarations are already included in the enclosed "Declarations" form, the tenderer's stamp and signature on that form shall suffice and there shall be no need to enclose individual declarations), along with a scan of a completed, signed and stamped specimen framework agreement and the tender, to the "Other enclosures" section of the e-JN system.

Pursuant to Article 14(6) of the Integrity and Prevention of Corruption Act (ZIntPK-B), immediately on receiving notice of the selection decision having been taken, and before the said decision becomes final, the selected tenderer shall submit to the contracting authority a declaration or details of the participation of natural and legal persons in the ownership of the company, including the participation of silent partners, and details of the economic operators that, with regard to the

provisions of the act regulating companies, are considered to be associated companies of the tenderer.

In the case of natural persons, the above declaration shall contain the name and address and the ownership share.

If a tenderer submits a false declaration or provides inaccurate information regarding the above facts, this shall result in the framework agreement being declared void.

Mandatory elements of the application and structure:

The contracting authority expects tenderers to submit applications/tenders according to the structure given below (or with the following content). The tenderer may add any additional documents at the end of the list.

Stage 1 – application:

1. 'APPLICATION' form
2. ESPD (electronic form)
3. Form 'INFORMATION ON ECONOMIC OPERATOR'
4. Act of Joint Participation in the event of a joint application
5. In the event of application with subcontractor - form 'REQUEST AND CONSENT OF SUBCONTRACTOR FOR DIRECT PAYMENT'
6. Form 'DECLARATION OF COMPLIANCE WITH THE PROVISIONS OF THE INTEGRITY AND PREVENTION OF CORRUPTION ACT'
7. Form 'DECLARATION OF TENDERER ON FULFILMENT OF REFERENCE REQUIREMENTS'
8. Form 'DECLARATION: EU SANCTIONS AGAINST RUSSIA'
9. Detailed substantive description of the offered solution with a timetable and payment milestones (without prices)
10. Specification of licences (and quantities) for the offered solution (without prices), if there are licences (otherwise description of transaction model)
11. Detailed description of IT architecture of solution

Stage 3:

1. Form 'PROFORMA INVOICE'
2. Sample Framework Agreement

3.1 Notification of the contract award decision

The contracting authority shall publish the signed contract award decision on the Public Procurement Portal. The decision will be deemed to have been delivered on the day of its publication on the Public Procurement Portal.

4 DESCRIPTION OF THE CONTRACT – TECHNICAL SPECIFICATIONS

4.1 Subject of the contract

The subject of the contract is the setting up and leasing of a content management system (CMS) that will enable the simple, efficient and centralised management of information and optimisation of the administration of the Pošta Slovenije Group website (www.posta.si/si; www.posta.si/en) and the mobile app MojaPošta (iOS and Android). The system will enable the easy design of content without the need for in-depth knowledge of HTML and CSS, the standardised publication of information on multiple language versions of the site, and integration with the back-end systems at Pošta Slovenije for automating the updating of data and reducing the possibility of errors. The

aim is to improve the user experience, increase employee satisfaction and make future technological upgrades easier by transferring to a Headless CMS.

4.2 Technical characteristics

The contracting authority's requirements regarding technical characteristics are set out in the technical requirements, which are a part of this dossier in Annex 1.

All the stated documents and annexes constitute the tender dossier.

Tenderers must also submit the document **Detailed content description of offered solution** (presentation of company; editing and authorship of content; design and proposed solutions; workflows and management; roles and users; integration; expansion; user interface; implementation; security; technology; marketing and SEO; development plan) in compliance with Annex 1 - Technical requirements.

4.3 Place, method and deadlines of performance of the contract

- **Performance deadline:** the deadline for implementation is 6 months from the selection of the front-end developer, or an envisaged 12 months from signing the framework agreement.
- **Validity and duration of the contract:** immediately following the signing of the contract and until fulfilment of the contractual obligations. The leasing and maintenance of the application is envisaged for a period of 5 years.
- **The contracting authority's contact persons for implementing the framework agreement are:** Tadej Bokan (tadej.bokan@posta.si) and Asmir Nuhanović. (asmir.nuhanovic@posta.si)

The tenderer shall submit the below "Offer to tender" form during Stage 1 in the "Other enclosures" section and again during Stage 3 in the "Quote" section.

Form

APPLICATION FORM

On the basis of the public invitation to tender »Implementation of Headless CMS solution and leasing of system for 5 (five) years« we hereby submit this application as follows:

We submit this application (circle as appropriate) as a(n):

- Independent application without subcontractors
- Joint application without subcontractors
- Independent application with subcontractors
- Joint application with subcontractors

1. CANDIDATE / LEAD PARTNER IN THE EVENT OF A JOINT APPLICATION

Name of tenderer:	
Registered office/address of tenderer:	
Registration number:	
VAT ID number:	

2. JOINT APPLICATION

In addition to the lead partner², the following partners shall participate in the public contract:

	Name of partner in the joint tender
1	
2	
3	
...	

3. APPLICATION WITH SUBCONTRACTORS

(circle A or B as appropriate)

- A) The public contract will be performed in collaboration with the following subcontractors:

	Name of subcontractor	Subcontractor's request for direct payment (YES/NO)
1		
2		
3		

² The candidate/tenderer, the data of which is disclosed in point 1 of this form, shall be deemed the lead partner.

...		
-----	--	--

- B) The public contract will be performed without any subcontractors.

We, the undersigned, hereby declare that we are acquainted with the fact that should the tenderer fail to declare all our subcontractors, the contracting authority shall be entitled to terminate the concluded agreement for cause if it subsequently finds that the tenderer is acting with subcontractors or with subcontractors that the tenderer failed to declare, despite the subcontracting relationship already being in place at the time of submitting the application/tender.

4. CONTACT PERSON (for this application)

Name:	
Name of tenderer:	
Registered office/address of tenderer:	
Phone number:	
Email:	

5. DECLARATION

We, the undersigned, hereby declare that:

1. we agree that this application applies for ten (10) months, running from the date set for the submission of applications;
2. we agree to the terms for the award and implementation of the public contract in question, and declare that:
 - we have examined the documentation in question relating to the award of the public contract and that we completely agree with its content, and that we accept the terms of this public contract stated in this tender dossier;
 - we agree with all the provisions, requirements and terms of the documentation/dossier;
 - we will cooperate constructively in the competitive dialogue process;
 - we have not provided false or misleading information in the documents we submitted, and that all the data stated in the tender correspond to the facts;
 - the contracting authority may verify, unannounced, the information/data provided in the submitted application;
 - we will compensate the contracting authority for all the damage we cause if it is determined in the procurement procedure, award or implementation of the public contract that the information indicated in the application is false or misleading.

First name and surname: _____

Place and date

signature of person authorised to sign the application on behalf of the candidate

The tenderer shall submit the below "Information on economic operator" form during Stage 1 in the "Other enclosures" section

Form

INFORMATION ON ECONOMIC OPERATOR

In the application we assume the role of (circle as appropriate):

- independent tenderer (economic operator)
- lead partner
- partner
- subcontractor
- economic operator whose capacities are to be utilised

The economic operator indicates whether it is a micro, small or medium-sized enterprise in accordance with Commission Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (SMEs), which defines SMEs as enterprises that employ fewer than 250 workers and have an annual turnover not exceeding EUR 50 million and/or an annual balance sheet total (total assets) not exceeding EUR 43 million (circle as appropriate):

- SME
- not SME

Name of economic operator:	_____
Registered office/address of economic operator:	_____
Registration no:	_____
VAT ID number:	_____
Contact person:	_____
Telephone number:	_____
Email:	_____
Person authorised to sign the application	_____
Person authorised (office) to accept handover in the Republic of Slovenia (only to be completed by economic operators with a registered office abroad) – enter first name, surname and address of authorised person:	_____

Persons who serve as members of the management, executive or supervisory body of the economic operator or who have powers of representation (e.g. as procurators), decision-making or supervision therein:

	First name and surname of person	Function	PERSONAL IDENTIFICATION NUMBER (EMŠO*)
1			
2			
3			
4			
5			
...			

*NOTE: The economic operator must provide an identity number (or Slovenian EMŠO) for ALL the above-stated persons, for the purpose of checking the criminal records referred to in paragraph 1, Article 75 of the ZJN-3 (eDosje).

TRANSACTION ACCOUNTS OF ECONOMIC OPERATOR:**

	Bank	IBAN (Account no)
1		
2		
3		
4		
5		
...		

**NOTE: The economic operator enters ALL its open transaction accounts.

DATA ON THE PART OF THE PUBLIC CONTRACT THAT IS TAKEN ON – complete only when the economic operator participates as one of the partners or as a subcontractor:

Description of the part of the contract – type of transaction that the economic operator takes on connected with the public contract in question ***:	
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***NOTE: The data provided is for information purposes and has no impact on the admissibility of the application. If the candidate fails to enter the required data, the contracting authority reserves the right to assess at its own discretion whether to call on the candidate to supplement the form in this part.

We hereby declare that we are familiar:

- with the instructions to candidates, the tender requirements and the criteria for the award of the public contract, and that we agree with them in their entirety;
- with the payment terms and conditions set out in the tender dossier, and that we agree with them in their entirety.

First name and surname:

Place and date

signature of person authorised to sign the
application on behalf of the candidate

* The form shall be copied as necessary.

The tenderer shall submit the below "Subcontractor's request for and consent to direct payment" form during Stage 1 in the "Other enclosures" section

Form

SUBCONTRACTOR'S REQUEST FOR AND CONSENT TO DIRECT PAYMENT

(this form need only be completed if the economic operator is acting with a subcontractor(s))

Name of subcontractor:	
Registered office/address of subcontractor:	

By signing this declaration:

a) I request

b) I do not request

*NOTE: Circle as appropriate

direct payment for work carried out on the basis of the public contract in question.

In the event of requested direct payment, I hereby agree that the contracting authority pays our claims against the contractor (tenderer with which we work/cooperate as a subcontractor), in connection with the implementation of the public contract in question, directly into transaction account no. _____ on the basis of issued invoices, which will be approved beforehand by the contractor and will serve as an annex to the invoice that will be issued to the contracting authority by the contractor.

First name and surname: _____
(persons authorised for signing on behalf of the subcontractor)

Place and date

signature of the person authorised for signing on behalf of the subcontractor

Note: If there are several subcontractors requiring direct payment, the form should be duplicated

The tenderer shall upload the below "Statement" form to the "Other enclosures" section.

Form

(company name, business address, reg. number, tax number)

s t a t e s

that in concluding contracts in public procurement procedures with the Client – **Pošta Slovenije d.o.o., Slomškov trg 10, 2500 Maribor, VAT ID number SI25028022, registration number 5881447**, we will conduct ourselves in accordance with the provisions of the act regulating public sector integrity.

In order to ensure the transparency of the business and to prevent the risk of corruption pursuant to Article 14(6) of the act regulating public sector integrity, in this statement we are providing data on the participation of natural persons and legal entities owned by the tenderer, including the participation of silent partners, and on companies which, in regard of the provisions of the act regulating companies, are considered to be associate companies of the tenderer.

Data on the participation of natural persons and legal entities owned by the tenderer

LEGAL AUTHORITY: _____
(company name, business address, reg. number, tax number, percentage of participation)

LEGAL AUTHORITY: _____
(company name, business address, reg. number, tax number, percentage of participation)

LEGAL AUTHORITY: _____
(company name, business address, reg. number, tax number, percentage of participation)

LEGAL AUTHORITY: _____
(company name, business address, reg. number, tax number, percentage of participation)

NATURAL PERSON: _____
(name and surname, residence and percentage of participation)

NATURAL PERSON: _____
(name and surname, residence and percentage of participation)

NATURAL PERSON: _____
(name and surname, residence and percentage of participation)

NATURAL PERSON: _____
(name and surname, residence and percentage of participation)

SILENT PARTNER: _____
(natural person or legal authority)

SILENT PARTNER: _____
(natural person or legal authority)

ASSOCIATE COMPANY: _____
(company name, business address, reg. number, tax number)

ASSOCIATE COMPANY: _____
(company name, business address, reg. number, tax number)

ASSOCIATE COMPANY: _____
(company name, business address, reg. number, tax number)

ASSOCIATE COMPANY: _____
(company name, business address, reg. number, tax number)

ASSOCIATE COMPANY: _____
(company name, business address, reg. number, tax number)

.....
Signature

The tenderer should submit the form Declaration of tenderer on fulfilment of the reference requirements in Stage 1 under 'Other enclosures'

Form

DECLARATION OF TENDERER ON FULFILMENT OF REFERENCE REQUIREMENTS

<i>Reference business transactions that meet the requirements of C8 - References</i>	
Title of reference transaction:	
Authority that ordered the reference transaction (name, address):	
Ordering authority's contact person (first name and surname, telephone no. and email)*:	Data not mandatory but recommended upon the tenderer's application.
Economic operator that carried out the reference transaction (with an indication whether it carried out the works as a contractor, partner or as a subcontractor)	
Value of the reference transaction (in EUR excl. VAT)	
Economic operator's portion of the total value of the reference transaction, if involved in a joint transaction (in %)	
Start and end dates of the reference transaction	
Fields covered by the reference transaction	The 'first-party service' principle (the solution for operation of the website relies on so-called third-party provider cookies, which upon the imminent termination of these cookies would cause for the contracting authority the non-functioning of the website in browsers and devices and analytics): - The 'first-party service' principle. Basic functionalities of the technical solution: - 'API-first' approach; - Omnichannel support - simple distribution of content on multiple platforms and devices (e.g. websites, mobile apps, IoT devices); - Localisation and internationalisation - support for multi-language content; - Digital asset management (DAM); - Expandability and adaptability of CMS functionalities via plug-ins, add-ons or tailored to developed expansions; - Use of servers in the EU and GDPR compliance.

*The tenderer agrees and declares that, in order to verify references at the contracting authority's request it will submit to the latter data on the contact person of its client (person or other contact details within the technical department that can confirm the reference), if this data is not already indicated on the form upon applying.

Note: The form shall be copied as necessary.

	By signing this declaration, we declare under criminal and material liability that the information given is true, and that if we are subject to verification by the contracting authority we will demonstrate this with the relevant documents.
<i>Signature of the authorised person at the tenderer or (in the event of joint application for participation) the authorised person of the lead partner and partner that submitted the reference:</i>	

The tenderer shall upload the below "EU sanctions against Russia / Article 5k(1) of Regulation (EU) No 833/2014" form to the "Other enclosures" section

Form

The tenderer must submit a completed Declaration form: EU sanctions against Russia / Article 5k(1) of Regulation (EU) No 833/2014

Declaration: EU sanctions against Russia / Article 5k(1) of Regulation (EU) No 833/2014

The tenderer, _____, with registered office at _____, hereby declares that:

(i) neither the tenderer,

(ii) nor subcontractors, nor suppliers or other economic operators whose capacities are being relied on as part of this tender, and whose total value of services, works or constructions provided is equal to or greater than 10% of the total value of this tender (contract),

meet the conditions set out in Article 5k(1) of Regulation (EU) No. 833/2014³ of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as last amended by Council Regulation (EU) No 2022/2367 of 3 December 2022.

.....
Place and date

.....
Signature

³ The tenderer, subcontractors, suppliers or entities involve no:

(a) Russian national, natural person residing in Russia, or legal person, entity or body established in Russia;

(b) legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50% by an entity referred to in point (a) of this paragraph; or

(c) natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph;

including, where they account for more than 10% of the contract value, subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives.

A Tenderer is required to upload a completed form "Declaration: Compliance with the provisions of the Code of Conduct for Pošta Slovenije Group Suppliers" to the "Other enclosures" section.

Form

Declaration: Compliance with the provisions of the Code of Conduct for Pošta Slovenije Group Suppliers

As the Tenderer, _____, with our registered office at _____, we hereby declare that:

- we operate our business in full compliance with the Code of Conduct for Suppliers, which defines the basic principles and standards for goods suppliers, service providers and other business partners of Pošta Slovenije d.o.o.;
- we have been fully apprised of the provisions of the Code, which is published online at www.posta.si;
- by signing this Declaration, we undertake to act in accordance with the applicable national and international regulations in the course of our business operations. We will adhere to the highest standards of ethical and business conduct, and thereby comply with the provisions of the Code.

Place and date:

Signature:

DRAFT FRAMEWORK AGREEMENT

POŠTA SLOVENIJE d.o.o., Slomškov trg 10, 2500 Maribor, VAT ID no. SI25028022, registration number 5881447, represented by....., hereinafter: the **contracting authority**

and

name/title, address, registration no, VAT ID no SI....., represented by(position, first and last name), hereinafter: the **contractor** *(to be completed by tenderer)*

hereby conclude a

FRAMEWORK AGREEMENT NO.

Article 1

Introductory provision

The contracting authority awarded a public contract under a negotiated procedure following publication of a contract notice, and by way of decision no. of, adopted on the basis of a report on the awarding of a public contract by negotiated procedure following publication of contract notice no. of, selected the contractor, giving due consideration to the provisions of the act governing public procurement and the Rules on Public Procurement Procedures.

Article 2

Subject of the framework agreement

The subject of the framework agreement is the implementation of headless CMS (content management system) solution and leasing of system for 5 (five) years (hereinafter: CMS) that will enable the simple, efficient and centralised management of information and optimisation of the administration of the Pošta Slovenije Group website (www.posta.si/si; www.posta.si/en) and the mobile app MojaPošta (iOS and Android) for a period of five (5) years in the required scope and quality, and in accordance with all conditions and requirements set out in the contracting authority's tender dossier, including annexes, and in this framework agreement.

The set-up of the CMS system must ensure in particular:

- easy design of content without the need for in-depth knowledge of HTML and CSS;
- standardised publication of information on multiple language versions of the site;
- integration with the Pošta Slovenije back-end systems for automated updating of data and reducing the possibility of errors.

The basis for maintenance is a **licence** which the contracting authority shall purchase for a period of five (5) years from implementation.

Should needs arise from the business process on the contracting authority's side and where funds are assured, the contracting authority shall request that the contractor submit a tender for upgrades or add-ons to the system. The contractor shall submit a tender for upgrades or add-ons, for which an addendum to the framework agreement shall be concluded, which will be signed on the basis of this contract.

The procurement documentation, along with any amendments, the contractor's tender (including any supplementations and clarifications) and the tender proforma invoice are integral parts of this framework agreement.

In case of any conflict between the above documents and if the will of the parties is not clearly expressed, the provisions of this agreement take priority in the interpretation of the will of the parties, followed by the remaining documents in the order in which they are listed in the preceding paragraph.

Method, deadline and place of provision of services

Article 3

The contractor shall provide the services that are the subject of this framework agreement in accordance with the contracting authority's technical requirements.

The contractor shall carry out implementation of the CMS in six (6) months from selection of the front-end developer, but no later than in 12 months from signing the framework agreement.

Technical support or maintenance under the licence shall begin following activation of licences for a period of five (5) years. The licence agreement between the contracting authority and the licence holder shall not generate any financial consequences, with payments being covered under this framework agreement.

(The part related to response time is subject to negotiation. In this part amendment of the framework agreement is possible.)

The contractor undertakes to perform maintenance services under this framework agreement in the following deadlines or response times:

	<u>Critical incident</u>	<u>Major incident</u>	<u>Minor incident</u>
Response time	3 hours	5 hours	Next business day
Time to eliminate the fault	1 day	3 days	5 days

Response time is the time (maximum time) in which the contractor's authorised person responds to a call or email or, in the event of justified reasons such person not being reachable, returns the call or email to the person reporting the incident.

Time to eliminate fault is the time (maximum time) in which the contractor will to the greatest extent possibility to eliminate a fault. If in that time the contractor cannot eliminate the fault, it will ensure control over the system and elimination of the consequences of any incident, up until the final elimination of the fault. The method of control and elimination of faults will be determined in agreement between the contractor and contracting authority.

Categorising of incidents:

- *Critical incident*: an incident which could have critical consequences for the contracting authority, such as:
 - system failure – non-functioning of the intranet
 - a fault that cannot be detected or eliminated and has major effects
- *Major incident*: an incident that has major consequences for the contracting authority:
 - short-term system failure – the system is unavailable for less than 1 hour.

- a fault that cannot be detected or eliminated and has minor effects
- *Minor incident:* an incident with minor consequences for the contracting authority:
 - a fault that cannot be detected or eliminated and has minor internal effects

Requirements under technical support or maintenance will be accepted electronically by the contractor during normal business hours (Monday to Friday from..... to.....), taking into account the contracting authority's protocol:

by telephone at _____

by email at _____

The contractor will perform the services under this framework agreement in the contracting authority's premises or remotely via VPN allocated by the contracting authority in accordance with IT security policies. The contracting authority reserves the right to control the remote provision of contractual services by recording sessions via VPN in order to ensure an audit trail and IT security.

Article 4

The contractor shall be bound to consistently adhere to the deadlines set out in the framework agreement. The contractor may exceed the agreed deadlines only if the contracting authority fails to perform its obligations in respect of the timely communication of information, the provision of suitable hardware for the operation of the software solution, the provision of operating systems and conditions for the integration of the software solution with the contracting authority's information system, or the payment terms and deadlines agreed in this framework agreement, or in the event of force majeure.

If the contractor is unable to fulfil the agreed obligations in due time, it must immediately notify the contracting authority in writing of the reasons why there will be or has been a delay, and explain in writing within what deadline it will, if possible, fulfil the contractual obligations.

The set or agreed deadlines may only be extended before they expire. The contracting authority shall decide on extensions of contractual deadlines based on the justifiability of the reason for the delay. If the contracting authority deems an extension of a deadline unreasonable given the subject of the framework agreement, the contracting authority shall be entitled to terminate the framework agreement.

Article 5

The contractor guarantees that it will perform the contractual works with ultimate professionalism and in accordance with the contracting authority's instructions, to the required level of quality and with suitably qualified staff, in accordance with the requirements of the documentation on awarding the public contract and with the applicable standards and good practice of the profession.

If the contractor fails to perform the services properly, in a timely manner and to the required standard of quality, and if any of the contractor's obligations are breached, the contracting authority shall be entitled to withdraw from the agreement. The contractor shall ensure full compliance with all deadlines and the performance of all other contractual obligations it has assumed.

In all cases, the contracting authority shall be entitled to claim damages in accordance with the general rules of liability for damages.

Article 6

The leased licence, its functionalities and maintenance must match what has been ordered. If the procured licence, its functionalities and maintenance have major deficiencies and do not match the contracting authority's requirements, the contracting authority has the right to decline the acceptance of licences or confirmation of the maintenance carried out. In the event of minor

deficiencies the contracting authority may complete acceptance, but may either withhold payment until the procurement of licences or implementation of maintenance are properly completed, or reduce payment by the value of non-procured or erroneously procured licences or of non-performed or erroneously performed maintenance.

The contracting authority shall notify the contractor of identified deficiencies, which the contractor must eliminate at its own cost.

Article 7

Prices

The unit price shall be expressed in euros (€), excluding value added tax (VAT). All costs shall be included in the price. VAT shall be stated separately, as per the Tender proforma invoice. Prices in the tender must cover all costs (costs of labour, hardware and software, travel costs and all other costs that might arise in connection with carrying out contractual services throughout the contractual period).

No.	Item	Unit of measure	Quantity	Price per unit in EUR (excluding VAT)	Amount in EUR (excluding VAT)
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6 (=4*5)</i>
1.	Leasing of solution (annually) *	year	5		
2.	Cost of implementation **	piece	1		
Total in EUR excluding VAT					

Explanation:

* a specification of the breakdown of prices of individual licences and the model for payment of licences must be included, taking into account the entitlement of the contracting authority to upgrades and maintenance;

** the precise scope and progress of implementation must be included.

The tender and tender proforma invoice are annexes to and integral parts of this framework agreement.

Article 8

Payment terms

The contracting authority shall remit its obligations to the contractor's current account within thirty (30) days of receiving an invoice. The contractor shall present an invoice for implementation following implementation of the CMS, and shall attach to the invoice a report or record of work performed.

Invoices for the lease shall be issued annually for the payment of licence fees for one year. The contractor shall issue an invoice for the first year of leasing the licence after activation of the licence and the handover of all documentation related to the licence, possible accesses and the licence agreement, and for the second, third, fourth and fifth years of leasing upon the elapsing of the lease year.

The individual invoice must bear a reference to the purchase order number, which will be received from the framework agreement administrator by the contractor after the framework agreement has been concluded.

Invoices shall be issued and sent to the company address: **Pošta Slovenije d.o.o., Slomškov trg 10, 2000 Maribor** no later than the **5th** day of the month for services rendered in the previous month, or via the **eNabiralnik** service.

Instructions for the correct forwarding of e-invoices to Pošta Slovenije's e-location are published at the following link [Javna naročila-top | Pošta Slovenije \(posta.si\)](#).

Obligations of the contractor and contracting authority

Article 9

The contractor undertakes to:

- perform the contract professionally and correctly in accordance with the applicable regulations and the rules of the profession;
- provide the services professionally and correctly in accordance with the applicable regulations and rules of the profession;
- appoint a contact person who will:
 - o ensure that the contract is performed in a professional and timely manner;
 - o resolve any complaints made by the contracting authority;
- protect all the contracting authority's data as a trade secret even after this contract expires;
- protect performance of the contractual obligations as confidential and not list it as a reference without the contracting authority's permission;
- notify the contracting authority of all requirements connected to fulfilment of the contractual obligations, and submit to it all data that could affect implementation of the framework agreement;
- deliver to the contracting authority all documents accompanying service provision;
- cooperate with the contracting authority in a manner that ensures effective and high-quality service provision;
- bear complete responsibility for implementation of the contract awarded, regardless of the number of subcontractors taking part. If the contractor cooperates with other contractors in the performance of this contract, it shall be obliged to provide the contracting authority with a relevant legal instrument on joint performance of the contract.

Article 10

The contracting authority undertakes to:

- cooperate with the contractor and make timely decisions on proposals, with the contracting authority's decision representing the basis for performance of the contractual obligations;
- sign the records of work performed as submitted by the contractor;
- ensure that its data is properly protected;
- submit any data required for service provision to the contractor; and
- fulfil the contractual obligations by the deadlines set in this framework agreement.

Article 11

Complaints

The contracting authority shall reject any service not provided to a high level of quality. In this case, the contractor shall be deemed to be in delay. The contracting authority shall note the rejection on the delivery acceptance record or work order, while the costs of failing to provide a high-quality service shall be borne by the contractor. The contractor shall eliminate identified irregularities without delay and no later than one business day after notification was provided of the irregularity.

Article 12

Copyrights and intellectual property rights to the software

Under this framework agreement the contractor shall not transfer to the contracting authority any material copyrights but shall provide it with licences in the scope that allows for the use of the solution in the manner agreed between the two parties.

The contractor declares that it possesses the rights and licences that enable it to offer the services to the contracting authority in the scope necessary for implementing this framework agreement.

Should the holder of the rights to the software lodge a request before a court, arbitration panel or other competent body, the tenderer undertakes to assume the litigation, i.e. such proceedings, and at the same time in the event that the contracting authority is obliged to pay compensation, a fine, a monetary amount or any other cash or non-cash receivables on any legal basis whatsoever to the holder of the rights to the software solution, the tenderer shall reimburse the contracting authority at the contracting authority's first call for that amount, together with any costs of the individual proceedings, following prior coordination with the contractor.

Personal data protection and processing

Article 13

Processing

Personal data for business communication

For the purposes of business communication under this framework agreement, the parties shall exchange and process the other's personal and non-personal data on the contracting authority/contractor, their contact persons/framework agreement administrators and other persons responsible for performing obligations under this framework agreement (e.g. employees of the contracting authority/contractor, other contractual partners in the provision of services).

Under this framework agreement, the parties shall manage the personal data of the persons referred to in the preceding paragraph of this article (e.g. company email address, name and surname of contact person/agreement administrator, telephone number, employee's computer ID, etc.) lawfully for the purpose of performing obligations under this framework agreement (Article 6 of the GDPR). This personal data shall remain subject to the right to manage held by the party at which the persons are employed, while the other party may use this data as agreed for the provision of services and retain it for only so long as the contractual relationship applies and is legally required with respect to the management and retention of business documentation together with personal data. After the expiry of this time limit, the parties undertake to anonymise the personal data in the documents or redact/delete it, except where it is permanently retained/archived.

Personal data subject to the contracting authority's right to manage

The contractor may, with respect to the subject of the framework agreement, in the development and implementation of the software solution, maintenance works, the use of systems under licence, ... process personal data connected to users of the contracting authority's postal and logistics services and to employees in postal and logistics transactions in the name and on behalf of the contracting authority, in addition to non-personal data. The contractor shall, for these services and pursuant to Article 28 of the EU's General Data Protection Regulation (GDPR) in relation to the legal provisions applying to information security in electronic transactions and electronic communications in the postal and logistics sector, act as the data processor for the contracting authority.

The personal data that the contractor processes when implementing the subject of the framework agreement shall be under the contracting authority's right to manage and protection in data centres in the territory of the European Union. The contractor undertakes to process and secure this data under the instructions and supervision of the contracting authority as agreed in this framework agreement and in all appurtenant annexes hereto, including any possible transfers of personal data.

Should the contractor require personal data to be exported to third countries in order to perform its contractual obligations, it undertakes to notify the contracting authority of this in advance and to obtain its consent thereto. The parties shall agree to this by concluding an annex to this framework agreement that regulates mutual obligations and establishes the adequacy of personal data protection in third countries as required by the GDPR and by national legislation on personal data protection in electronic transactions. The contractor undertakes, taking into account the nature of processing under this framework agreement, to assist the contracting authority with the appropriate technical and organisational measures, as far as possible, in the fulfilment of its contractual obligations, to respond to requests to exercise the rights of individuals.

Article 14

Protection

The contracting authority hereby apprises the contractor that the contracting authority has a sufficiently well-maintained management system in place for the operation of information technology that meets the requirements of the ISO/IEC 27001: 2013 standard under the terms of the awarding of the certificate, and other measures adopted in relation to personal data protection in by-laws, protocols or security policies that establish legal, organisational and the relevant logical-technical procedures. These legal acts ensure that the processing of all types of data by the contracting authority, particularly personal data, complies with the applicable legislation on personal data protection and information security in electronic transactions. They prevent the accidental or intentional unauthorised destruction of data, or changes to or loss of data, as well as unauthorised data-processing by unauthorised persons.

The contracting authority hereby apprises the contractor that its by-laws, protocols and security policies governing the protection of data and information are not accessible to the public in full but only to the extent and in the form required for the provision of services under this framework agreement, whereby the contracting authority shall only disclose or make them available for review to the contractor, or provide the contractor with a variant of their content, as far as is necessary for the requirement to perform data protection obligations under this framework agreement.

The contracting authority shall oblige the contractor to process and protect data to the same extent. The contractor is obliged, under the above-defined legal bases, to have a system in place for the safe provision of services under this framework agreement and, at the same time, to have adopted by-laws and/or protocols that ensure a level of safety for the processing of personal data that is at least to the extent and in the manner required under sectoral legislation and as regulated by the contracting authority. The contractor undertakes to pay due regard to at least the security measures set out below in relation to access to the contracting authority's information environment for the performance of obligations under this framework agreement:

a) Physical security

Physical security measures have been established in line with the risk assessment and security plans for the individual buildings and areas that it manages. The competent information security department regularly monitors the security situation, updates the risk assessment, and makes the appropriate adjustments to the scope of monitoring and control.

A control centre has been set up within which physical security and control of buildings and premises is (centrally) managed via a video surveillance system. Employees report all extraordinary events directly to the control centre, which takes actions pursuant to specific protocols.

Access to the buildings, movement within secure areas and conduct during emergencies is regulated by the by-law on access to buildings and conduct during emergencies.

The buildings and areas are secured by technical means (e.g. video surveillance system, alarm systems, monitoring of access) and/or ensured by, for example, a reception service that checks whether the persons entering have received authorisation to enter. All instances of entrance into buildings are recorded using either the records of employees' working time or records of entry for all other persons who enter.

All persons not employed by a party shall, prior to entering premises, obtain permission to enter from the responsible person or department. Permission is issued on the basis of the validity of the framework agreement (duration, buildings, areas).

Entry into all system premises that contain all critical information and communications infrastructure is regulated by a general by-law governing access to secure system areas. The process of granting permission and the entry procedure have built-in controls that prevent access to secure system areas by unauthorised persons, and a record is kept of the names of all persons who enter the buildings.

b) Technical measures for protecting the information system include the following:

Antivirus software is installed on all user computers and is regularly (automatically) updated. This solution is centralised.

The email system is protected using technical means to check all messages in order to detect malicious software and links to websites that contain malicious software, and a spam filter.

The party's intranet is protected from the internet using a technical protection system that includes, for example, a firewall, an IDS/IPS system and a relay server with filtering.

Events are collected from the system logs centrally in the security information and event management (SIEM) system, where they are available for further analysis and active monitoring of the operation of the systems.

Automatic alarm systems and notification systems for on-call personnel are in place for emergencies.

c) Rules of use of the information system

Users must be authorised (log-in using username and password) in order to access data stored in electronic form. Usernames are associated with a specifically designated person. A password policy is in place and is enforced via the system settings.

The company regulates the process of granting right of access to information services (sources) through a general by-law that includes appropriate controls preventing access to data by unauthorised parties. The process is IT-supported. Authorisations are granted to individuals on the basis of their work responsibilities, and access to personal data is granted only to those persons (their employees and other persons who are to process personal data under their auspices) who require it on account of their function or work requirements.

Employees are required to adhere to clear desk and clear screen rules and to ensure that their workstations are secure in their absence (locking).

d) Access to and dissemination of data

Only those employees who carry out processes that are required for the provision of services relating to the contracting authority's line of business have access to data that is subject to processing for the purpose of the provision of services relating to the contracting authority's line of business. The scope of access is limited to the minimum number of people who can satisfactorily carry out the activities required for the provision of the service.

Data shall not be exported in other forms and shall be deleted or anonymised within the statutorily determined deadlines, except in cases where it is subject to specific procedures involving a legal interest or legal basis (e.g. where the data serves as evidence).

The data is encrypted when transmitted via the public telecommunications network.

e) Protection of data against loss

Data stored in electronic form is physically located in secure data centres in the territory of the European Union. The data centres have a high level of fire protection, independent power sources (UPS and generators), and cooling systems of sufficient capacity. The processes used to secure the

data are established in accordance with good practices that follow the ISO 27001 standard. The data is archived regularly and stored in two or more locations.

If the contractor has also adopted by-laws on the processing and protection of (personal) data for the services that are the subject of this framework agreement, it shall be obliged to apprise the contracting authority of their content and to submit them to the contracting authority in order that the latter can review their compliance with its adopted and required security measures under this framework agreement, in accordance with the provisions of the GDPR (Articles 28, 32, etc.).

Article 15

Copying, deletion or destruction of personal and logistical data

In case of early termination of the framework agreement or in case of regular termination of the framework agreement, the selected tenderer must free of charge, within one month provide the contracting authority with a structured electronic copy of all documents (including authorizations and audit trail), registries and workflows in a form, suitable for transfer to another application solution (software).

The contracting authority will also be able to export any reports or records regarding the processing of personal data. Prior to cancellation, the contracting authority will be allowed to take screenshots or printouts of all advanced visualizations, diagrams, charts and all other visual elements.

The contractor shall delete all the contracting authority's data from its servers and databases, along with all back-up copies, should the contracting authority so request in writing at any time during the period of validity of this framework agreement, if the contractor has transferred this data to its equipment for the purpose of providing services. The contractor shall, in every case, also delete all the contracting authority's data and back-up copies after this framework agreement comes to an end, regardless of the reason why the agreement came to an end. The contractor further undertakes to destroy the media on which data or information databases are located and which, through no fault of their own, they are unable to hand over to the contracting authority. The contractor shall permit the contracting authority's security officers to observe this procedure, if the contracting authority so requests.

The contractor may not use the data acquired from the above-mentioned databases for any purpose other than for the performance of this framework agreement.

Article 16

Breaches of personal data protection

If personal data protection is breached, the contractor shall inform the contracting authority of the breach as soon as possible, and no later than 72 hours after having become aware of it, by contacting the contracting authority's framework agreement administrator and data protection officer (dpo@posta.si) and handing over to them all the necessary data and information relating to the breach of protection of all types of data (including personal data).

Incidents relating to confidentiality (e.g. unauthorised access, appropriation of data, etc.), integrity (e.g. unauthorised deletion or loss of data) and availability (e.g. non-operation of services) shall be deemed to be breaches of data protection. The contractor's notification shall contain all the necessary information enabling the contracting authority, if necessary, to notify the inspection authority and/or the individuals whose personal data is affected by the breach, in accordance with the GDPR.

The contractor shall be liable for damage incurred by the contracting authority as a result of a breach of this framework agreement or of the relevant regulations on personal data protection and information security by the contractor or the contractor's subcontractor. The contractor shall not be liable for damages caused exclusively by the contracting authority in the course of performance of this framework agreement. If the contracting authority or any other person for whom the contracting authority is responsible is also responsible for causing damage or making the contractor's position more difficult, the contractor's liability for damages shall be reduced proportionately.

In the event of a breach of the provisions regarding the confidentiality, protection and securing of (personal) data by a disloyal party, the loyal party may require the disloyal party to rectify the breach by a suitable deadline or withdraw from the framework agreement with immediate effect.

Article 17

Subcontracted processing

The framework agreement shall allow the contractor to entrust certain tasks connected with the provision of services that result in access being gained to personal data to other processors (hereinafter: subcontracted processors). The contractor shall apprise the contracting authority of this and obtain its prior consent thereto. The contractor undertakes to ensure that the same obligations to protect personal and other data and information that apply to it apply or will apply to all subcontracted processors confirmed by the contracting authority.

The contractor shall undertake to inform the contracting authority of all intended changes regarding subcontracted processors (either the engagement of additional subcontracted processors or the replacement of existing subcontracted processors), as they relate to the circumstances and timing of the intended changes, within a reasonable time, i.e. at least three (3) days prior to the intended change, which allows the contracting authority to object to the intended change. Notification shall include identifying data regarding the new subcontracted processor, which allows the contracting authority to familiarise itself with the identity of the subcontracted processor.

If the contracting authority does not respond to the notification referred to in the previous paragraph within five (5) days, the contracting authority shall be deemed not to object to the intended changes regarding subcontracted processing.

Notwithstanding the provisions of the framework agreement, the contractor may, if the contracting authority objects to the intended changes regarding subcontracted processing by the deadline referred to in the previous paragraph, withdraw from the framework agreement with a notice period that complies with the conditions agreed by the contracting parties regarding the early termination of the framework agreement.

Article 18

Other rights and obligations of the contracting parties

The annexes to this framework agreement and the contracting authority's by-laws or instructions on the protection of data and information administered by the contracting authority shall be directly applied to the other rights and obligations of the contracting parties that are not specifically defined in this framework agreement regarding personal data processing. The provisions of the GDPR and other applicable special legal regulations directly governing security, organisational and technical measures to protect personal data and ensure information security shall be directly applied to any matter not regulated under this framework agreement and the contracting authority's by-laws.

Article 19

Trade secrets and confidentiality of data

The contractor shall be obliged to use all information disclosed to it by the contracting authority exclusively for the purposes of meeting obligations under this framework agreement, to protect it as a strictly confidential trade secret, and to prevent any intentional, unintentional or any other disclosure of said information to any party not authorised to receive it under this framework agreement. The protection of trade secrets shall apply for an indefinite period of time or until the designation is withdrawn.

The contracting authority shall deem all papers, specifications, plans, drawings, sketches, programmes, models, samples, data, documents and information associated with the performance of this framework agreement, and other information that the contractor obtains in connection with the performance of this framework agreement and is unable to state at the moment, regardless of whether they are written or oral in nature, as trade secrets under this framework agreement. However, information that is publicly available or known at the time of use or disclosure, unless disclosure to the public or availability was the result of a breach of the obligation to protect trade secrets as defined by law or this framework agreement, shall not be deemed to be a trade secret. From the date of the entry into force of this framework agreement, the contractor shall handle the information it receives in the following manner:

- it shall be disclosed only to those employees of the contractor who are obliged to be familiar with it for the purposes of performance of this framework agreement. The contractor shall ensure that its employees are bound by a by-law on the protection of trade secrets, that the information remains confidential and undisclosed or that it instructs its employees on the particular manner of protecting disclosed information under this framework agreement;
- it shall be used only for the purpose of performance of this framework agreement;
- with the exception of disclosure to employees of the contractor, information shall not be copied or reproduced or duplicated in any other manner, in full or in part, without the prior consent of the other party;
- it shall not be disclosed to third parties in any manner.

All documentation received by the contractor shall be returned after this framework agreement expires.

The contractor gives the contracting authority its express consent and allows the contracting authority on the basis of this framework agreement to store, process and provide all data and information on this framework agreement or relating to this framework agreement obtained by the contracting authority in any manner in connection with the performance of this framework agreement or in the context of the business relationship under this framework agreement, not being trade secrets and to the extent that is absolutely necessary, to any of its affiliates within the meaning of the provisions of the Companies Act, and to other persons who are required to be made aware of the content of this framework agreement owing to the nature of the services they provide for the contracting authority or its affiliates, and to request and obtain from those affiliates such data, or data obtained by such affiliates. The contractor also hereby gives prior consent to its data referred to in the framework agreement being used, stored, entered in databases and computer processed for the needs of the contracting authority's business operations. The contracting authority may forward this data to its parent, affiliate and similar companies, in the sense of the provisions of the Companies Act, which explicitly includes the exporting of such data outside the Republic of Slovenia in the case that the registered offices of such companies are outside the Republic of Slovenia, provided that these companies uphold the commitments set out in this article. If the implementation of this article requires the signing of any sort of agreement, the parties shall conclude such an agreement in a timely manner.

If the regulations governing trade secrets are breached, the contracting authority may terminate this framework agreement without a period of notice. In this event, the contractor shall be liable for damages.

Article 20

Performance bond

(note: subject of negotiation)

The tenderer shall, within fifteen (15) business days of receiving a framework agreement signed by the contracting authority and as a condition for its validity, submit an original performance bond, which must be unconditional and payable at first call, and may be liquidated by the contracting authority in the following instances:

- if it is shown that the services are not being provided in accordance with the framework agreement, the requirements of the tender dossier or the specifications;
- if the contracting authority terminates this framework agreement as a result of breaches on the part of the contractor;
- if the framework agreement ceases to be valid as a result of a delay or the contractor misses the deadlines agreed under this framework agreement;
- if the contractor breaches data confidentiality; or
- if the contractor fails to submit a bond for the next annual period at least 30 days prior to the expiry of the old bond.

The bank guarantee shall be drawn up in accordance with the 2010 revision of the Uniform Rules for Demand Guarantees (URDG; ICC Publication No 758). An equivalent suretyship from an insurer may also be submitted. The performance bond shall include a provision (clause) that clearly states that the 2010 revision of the Uniform Rules for Demand Guarantees (URDG; ICC Publication No 758) applies to it.

Amount and duration of the bond: the values shall not exceed the statutory limits, and the final invitation will stipulate the duration and a possible reduction clause. The amount and duration of the bond shall be subject to negotiation, where the contracting authority will specify the amount and duration in the invitation to tender.

Article 21

Grounds for withdrawal

It shall not be possible to withdraw from this agreement on account of a failure to fulfil a minor part of obligations.

The contracting authority may withdraw from the agreement owing to delays in the fulfilment of contractual obligations only if the contracting authority has first given the contractor a suitable subsequent deadline by which the missed contractual obligations are to be met, which is still acceptable to the contracting authority, and the contractor also fails to meet the missed contractual obligations by that extended deadline. The contracting authority shall not be required to set an additional deadline if the contractor declares that it does not wish to or cannot meet the contractual obligations on time.

The contractor may withdraw from the agreement in response to the contracting authority's failure to meet its contractual obligations only after giving the contracting authority a suitable subsequent deadline by which such obligations are to be met. This deadline may not be less than 30 business days.

If the agreement is terminated through fault of the contracting authority, the contracting authority shall pay for all work performed and damages incurred by the contractor as a result of the termination of the agreement.

If the termination occurs through the fault of the contractor, the contractor shall not be entitled to a refund for the works completed, while the contracting authority shall be entitled to recover any damages resulting from termination of the agreement, taking into account the maximum compensation set out in this framework agreement.

If the parties terminate the agreement by mutual agreement, they shall settle any outstanding issues that have arisen from termination by mutual agreement.

The contracting authority may withdraw from this framework agreement at any time without stating a reason, with a one (1) month notice period. The contracting authority shall notify the contractor of its withdrawal through a notice of withdrawal sent by registered post. The notice period under this framework agreement shall start on the day after receipt of the notice of termination. If the notice of withdrawal could not be delivered to the contractor, the notice period shall be deemed to have started on the day the registered letter was handed over to the post office. In the event of withdrawal from the framework agreement under the provision of this paragraph, the contractor shall not be entitled to damages or to any other claim.

The contracting authority shall deem the contractor's non-fulfilment of obligations to be a negative reference in the contracting authority's other contract award procedures for the next three years.

Article 22

Condition subsequent

This framework agreement is concluded under a condition subsequent which shall apply if during the validity of the framework agreement the contracting authority learns of one or both of the following circumstances:

- that a court has found in a final ruling that the contractor or its subcontractor has failed to fulfil obligations in the area of labour, environmental or social law as laid down by the law of the European Union or national law, or regulations under international environmental, social and labour law (principles upon which a public contract is based);
- that during the performance of the framework agreement a fine has been imposed on the contractor or a subcontractor twice or more by virtue of one or more final decisions rendered by a competent state authority for a breach of provisions in connection with remuneration for work, working hours, rest periods, or the performance of contract-based work despite the existence of elements of an employment relationship, or in connection with undeclared work.

In the event that the contracting authority learns of the breach or breaches referred to in the first paragraph of this Article of the framework agreement, it shall notify the contractor of this within ten (10) days and at the same time call upon it to submit evidence within fifteen (15) days that the contractor has taken adequate measures to demonstrate its reliability despite the existence of the breaches. If the breaches of obligations referred to in the first paragraph of this Article of the framework agreement are on the part of the subcontractor, the contractor may provide to the contracting authority within the same deadline of fifteen (15) days:

- proof that the subcontractor has taken sufficient measures that prove its reliability despite the existence of the breaches;

- or notice that it will replace the subcontractor or itself take over the works subcontracted out to that subcontractor, provided such replacement or takeover does not involve any significant change to the framework agreement, in the event that the contractor does not provide evidence for the subcontractor as referred to in the preceding indent of this paragraph of this Article of the framework agreement or provides such evidence concerning the subcontractor but the contracting authority does not deem it to be sufficient.

If the contractor has not provided evidence for itself or for the subcontractor referred to in the second paragraph of this Article of the framework agreement, or it did and the contracting authority assessed it as being insufficient, or if the contractor does not take over the works itself or does not propose a new subcontractor, or if the contracting authority rejects a proposed new subcontractor in due time, the condition subsequent referred to in the first paragraph of this Article of the framework agreement shall be fulfilled, under the condition that the framework agreement still has at least six (6) months of validity from the time of the contracting authority learning of the breach.

In the event of fulfilment of the condition subsequent referred to in the third paragraph of this Article of the framework agreement, the framework agreement shall be deemed null and void as of the date of concluding a new framework agreement on performance of the public contract. The contracting authority shall notify the contractor of the date on which the new framework agreement is to be signed.

If the contracting authority fails to initiate a new procedure to award the public contract within sixty (60) days of learning of the breach referred to in the first paragraph of this Article of the framework agreement, the framework agreement shall be deemed void on the sixtieth (60) day after the contracting authority learned of the breach.

Article 23

Anti-corruption clause

The contracting parties undertake not to give, promise or receive any gifts or payments in cash or any other valuable item, directly or indirectly, to each other, through any officer, official or other employee of the government or other state body (office, department, agency) or any political party or candidate of a political party for the purpose of bribing or financing a political party in order to induce an officer, official or other employee, client or candidate to abuse his or her position or to influence any act or decision of the government or other competent authority in order to obtain, retain or draw business towards a commission agent or any of its vicarious agents, representatives, distributors, subsidiary companies or other related companies.

In the case of the commission or attempted commission of an act referred to in the preceding paragraph, a framework agreement already concluded and valid shall be declared null and void. If the framework agreement is not yet valid, it shall be assumed that it has not been concluded.

Any framework agreement whereby anyone promises, offers or gives any undue advantage to a representative or agent of the contracting authority on behalf or for the account of the other party in order to:

- secure business, or
 - conclude business under more favourable terms, or
 - omit due oversight of the performance of contractual obligations, or
 - engage in any other act or omission that causes damage to the contracting authority or provides an undue advantage to a representative or agent of the contracting authority, the other contracting party or a representative, statutory representative or agent of the other contracting party
- shall be null and void.

Article 24

Force majeure

The contracting parties shall not be liable for any breach of this framework agreement if the inability to fulfil the framework agreement or its individual provisions is the consequence of unforeseeable or unexpected events that are generally known as force majeure or that constitute force majeure under the applicable legislation, that are not dependent on the will of the contracting parties and that the contracting parties could not have expected, prevented or avoided. Both contracting parties shall be obliged, upon the occurrence of such an event, to notify the other party in writing without delay.

Article 25

Contractual penalty

If the contractor, through its own fault, fails to perform its contractual obligations within the time limit set out in this framework agreement (*delayed performance*), it undertakes to pay a contractual penalty of 1‰ of the contract value for each day of delay. The amount of the contractual penalty charged may not exceed 10 percent of the contract value.

The parties to this agreement expressly and irrevocably agree that in the event of a delay in fulfilling the contractor's obligations hereunder, the contracting authority shall not be required to specifically notify the contractor that it reserves the right to charge a contractual penalty, and the contractual penalty may be charged pursuant to the provisions of this framework agreement upon every delay without separate notification.

If the contractor, through its own misconduct, fails to fulfil its contractual obligations of service provision (*non-fulfilment*), it shall pay a contractual penalty of 10 percent of the contract value. If the contractor fails to fulfil its obligations, the contracting authority shall notify it of whether it demands the fulfilment of the contractual obligations or the payment of the contractual penalty.

In the event of the appearance of a claim against the contractor arising from a contractual penalty under this framework agreement, an invoice for payment of that claim shall be issued for accounting purposes.

Final provisions

Article 26

The contact persons for the contracting authority are **Tadej Bokan** telephone number +386 40 221 636 and email tadej.bokan@posta.si, **Asmir Nuhanović**, telephone number +386 51 301 731 and email asmir.nuhanovic@posta.si.

The contact person for the contractor is....., telephone number....., email:

Article 27

All communications between the parties to the framework agreement shall be considered legally binding if executed in writing and sent by registered post. The parties to this framework agreement expressly agree that electronic communications by the responsible persons of the parties to this framework agreement or other authorised persons of the parties to this framework agreement shall also be considered a legally binding form of communication. It shall be deemed that a message is binding for the other party to this framework agreement on the day it is delivered to that party and received by that party, or was first received by electronic means. The parties to the framework agreement shall expressly agree that electronic communications shall not be used to withdraw from the framework agreement, and that notices of withdrawal shall be sent by registered post.

In terms of communication with the contractor, the contracting authority shall always be responsible for ensuring updated names and appointment of contact persons (administrators) who will be responsible for the coordination of cooperation and guidance of the contractor regarding its obligations under this framework agreement. The contracting authority shall be responsible for these individuals. This also includes the obligation of these persons to ensure the legal scope and categories of personal data that are subject to processing under this framework agreement, and/or to allow access to the contracting authority's application systems for data processing by the contractor.

The contractor shall always be responsible for names being regularly updated and for the appointment of the administrator for directing and performing activities under this framework agreement and other persons by service segment who will be specifically authorised to perform the agreed activities in accordance with everything that was agreed hereunder. The contractor shall be responsible for these individuals. This also includes the obligation to make sure that these persons provide legal and safe data processing. These persons can then accept and process the data in the contractor's environment on behalf of and for the account of the controller and/or in the contracting authority's application systems for processing, and keep records of the completed operations as agreed under this framework agreement.

Article 28

The contractor declares that it fully respects human rights in its sphere of influence, especially: the right to life, physical integrity, personal liberty and security; the right to privacy and family life; the right to freedom of opinion and expression; the right to freedom of assembly and association; the right to property and to an adequate standard of living; and the rights of minorities and indigenous peoples.

Article 29

The parties to the framework agreement hereby agree that the law governing obligational relationships shall apply to the regulation of relationships arising from this framework agreement, unless otherwise regulated.

The contracting parties shall resolve any disputes amicably. If this is not possible, the court of jurisdiction in Maribor shall be competent to resolve the dispute.

Article 30

This framework agreement shall be concluded on the day it is signed by both parties to the framework agreement, and shall be in force until the expiry of the five-year period of licence leasing.

Made in two (2) copies, of which each party to the framework agreement shall receive one copy. (Option: in case of foreign contractor) Made in four (4) copies, two (2) in Slovenian language and two (2) in English language, of which each party shall receive one (1) copy of each language version.

,

Maribor,

CONTRACTOR:

CONTRACTING AUTHORITY:

