Zanesljivo z vami!

Pošta Slovenije

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Procurement
Slomškov trg 10
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Email: info@posta.si
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TENDER DOCUMENTATION

Subject:

Award of a public contract under the low-value contract procedure

Independent measurement of transit times for priority and non-priority items of domestic correspondence for a period of one years - repetition

Contract number
0031/2024/0031/MVS/6
Procurement number
1100002472

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 documentation for the award of a public contract under the low-value contract procedure for the »**Independent measurement of transit times for priority and non-priority items of domestic correspondence for a period of one year - repetition**«.

Tenderers shall submit their tenders 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 documentation and are available at https://ejn.gov.si.

Prior to submitting a tender, 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 tender by clicking on the "Submit" button. Upon the submission of a tender, the e-JN information system logs the user's identity and the time of submission of the tender. By submitting a 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.

Tenders 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 23. September 2024 at the latest.** A tender 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 tender 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.

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 opening of tenders shall take place automatically within the e-JN information system on **23. September 2024** and shall begin **at 13.00** online 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,

Vesna Kos Tomažič, MSc
Procurement Director

Darja Ferlinc, MSc
Procurement Specialist

1 GENERAL PROVISIONS OF THE CONTRACT

1.1 Method of performance of the contract

The contracting authority shall award a public contract titled »Independent measurement of transit times for priority and non-priority items of domestic correspondence for a period of one year - repetition« as a whole. Tenderers must tender for all the types of services contained in the tender (i.e. partial tenders are not permitted).

The contracting authority shall carry out negotiations – one round or more rounds. Starting points for the negotiations will be laid down in the Invitation to tender.

The tenderer shall be informed of the negotiations via the e-JN information system. The contracting authority shall announce the final round of negotiations. If, after the announced and implemented last round in the e-JN system, the contracting authority finds that all offers received exceed the contracting authority's guaranteed funds, it reserves the right to conduct another round of negotiations.

After the negotiations have been held, the contracting authority shall evaluate the tenders in accordance with the criteria defined in the tender documentation.

After the contract award procedure has been carried out, the contracting authority shall conclude an agreement with one contractor, i.e. the tenderer ranked highest according to the tender documentation criteria.

1.2 Communication with the contracting authority

Tenderers shall communicate with the contracting authority only in writing. The contact person's details are given in the invitation to tender. Tenderers may submit any questions via the e-procurement portal www.enarocanje.si where the relevant public tender is published.

The contracting authority does not undertake to respond to any questions not submitted in the above manner.

1.3 Language

The contract award procedure shall be conducted in the Slovenian language. The tenderer may use the already established technical terms in a foreign language, but only in the technical part of the tender.

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 contractors

A joint tender is a tender in which several commercial entities (hereinafter: partners) act together as tenderers and jointly take on the performance of contracts. Partners shall be equal and shall

bear unrestricted joint and several liability to the contracting authority for implementation of the contract in its entirety. Tenders must state who the partners are and the lead partner representing them in the tender.

In the event of a submission of a joint tender, the grouping of commercial entities must submit **a legal act on the joint execution of a contract**, if they are awarded the contract. The legal act on the joint execution of a contract shall state in detail the tasks and responsibility of individual contractors for the execution of the contract. In any case, tenderers shall have unlimited joint liability to the contracting authority. Legal entities must state the names of the persons who shall be responsible for the execution of the contract.

1.5 Subcontracting/subcontratcors

A tenderer may subcontract a portion of the public contract.
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 carries out a contract with subcontractors, it must fulfil the following requirements in its tender in accordance with Article 94 of the Public Procurement Act (ZJN-3):

- list all the subcontractors and every segment of the public contract it plans to subcontract,
- list the contact data and statutory representatives of the proposed subcontractors,
- enclose the subcontractor's request for direct payment if so required by a subcontractor.

During the implementation of the public contract, the primary contractor shall notify the contracting authority of any changes to the information referred to in the previous paragraph and send the information on new subcontractors, which it plans to include subsequently in the implementation of the contract, by no later than five days after the change. When including new subcontractors, the primary contractor must also present the information and documents referred to in the second and third indent of the previous paragraph with the notification.

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.

1.7 Amendments, additions and clarifications to the tender documentation

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

In accordance with Article 89 of the ZJN-3, the contracting authority will check the admissibility of amendments, explanations and corrections to tenders.

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.

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.

The contractor shall issue invoices monthly, at the end of each month of measurement of transit times. A description of the work and tasks carried out must be enclosed to each invoice, or a monthly report must be issued on the levels of quality achieved. Monthly reports shall be issued no later than the 15th day of the month following the month to which the measurements relate. Annual reports shall be issued no later than by the end of February.

The invoice must contain a reference to the procurement number, which will be provided to the tenderer by the contracting authority's agreement administrator after the conclusion of the 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).

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.

If a tender for the given contract offers an unusually low price, the contracting authority will check this in accordance with Article 86 of the ZJN-3, specifically:

- all required services;
- any other costs.

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

The tender price shall include a trial (test) period.

1.12 Criteria

The contracting authority will determine the **economically most favourable tender** using the criteria described below. The tenderer which receives the highest number of points on the basis of the criteria will be awarded the contract. The maximum total number of points is **100**.

C 1: Price (proportion of total assessment: 70%)

The maximum amount of the total assessment which can be represented by the criterion of price is 50 points. The tender with the lowest total tendered value will receive the highest number of points. The other tenders will receive a correspondingly lower number of points (calculated according to the following formula):

Formula for calculation of points:

$$\mathbf{P}(\text{price}) = \frac{\mathbf{T}\min}{\mathbf{T}(1..x)} \times \mathbf{P}(\max)$$

Where:

- **P** is the number of points for the criterion of price
- **T**min is the lowest tender
- **T**(1..x) is the value of an individual tender
- **P**(max) is the maximum number of points

C 2: References (proportion of total assessment: 30%)

The maximum amount of the total assessment which can be represented by the criterion of references is 50 points. Tenderers shall enclose to the tender references certified by a client that in the past five years they have already conducted measurements of transit times in accordance with standard EN 13850 in at least one EU Member State or non-Member State, whereby the services of measurement of transit times must be audited by an independent institution on the basis of requirements specified by national regulator and for more than one client (all additional references above one reference shall be awarded additional points).

- **Tenderer has one (1) satisfactory reference: 0 points (mandatory)**
- **Tenderer has two (2) satisfactory references: 15 points**
- **Tenderer has three (3) or more satisfactory references: 30 points**

1.13 Agreement

Tenderers shall ***complete*** the sample agreement, ***sign it*** *and* ***enclose a scanned copy*** to the Offer to tender, thus confirming that they consent to the sample agreement.

The tenderer selected will receive an agreement to sign, the contents of which will be identical to the sample 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 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 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 supplier/contractor;
- 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 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 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 a contract 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 shall 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 work 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 €2,000 if the

request for review relates to the content of the notice, the invitation to tender or the tender documentation for the award of a public contract following the low-value public contract procedure.

The current account number of the Ministry of Finance is 01100-1000358802.
When paying the fee, the approval reference number as per template 11 must always be cited.
1. Template 11
2. P1: budget spending unit code (16110 – Ministry of Finance)
3. P2: sub-account number with check number (7111290)
4. P3: publication serial number from the standard information portal or reference number of the account or other document from the public contract documentation (6 digits + 2 digits for the year)
A hyphen shall be inserted between P1 and P2 and between P2 and P3.

2 SELECTION CRITERIA

Evidence must be submitted or a declaration enclosed for each criterion satisfied. Tenders which do not satisfy (provide evidence of meeting) all of the criteria described below shall be deemed unacceptable and excluded from the procedure.

In order to demonstrate the fulfilment of the requirements set out in Articles 75 and 76 of the ZJN-3, the tenderer shall present a statement that demonstrates the fulfilment of the following conditions in accordance with the third paragraph of Article 47:

In order to demonstrate the fulfilment of the requirements set out in Articles 75 and 76 of the ZJN-3, the tenderer shall present:

C1 **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.

Evidence (proof): tenderer's statement (the signed "Declarations" form suffices as evidence of meeting this criterion).

C2 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.

Evidence (proof): tenderer's statement (the signed "Declarations" form suffices as evidence of meeting this criterion).

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; if a tenderer participates with subcontractors, they must also meet this criterion.

Evidence (proof): tenderer's statement (the signed "Declarations" form suffices as evidence of meeting this criterion).

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.

Evidence (proof): tenderer's statement (the signed "Declarations" form suffices as evidence of meeting this criterion).

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.

Evidence (proof): tenderer's statement (the signed "Declarations" form suffices as evidence of meeting this criterion).

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 fulfilment 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.

C7 If the tenderer offers to implement the contract with subcontractor(s), it must present the documentation in accordance with section 1.5 of this tender documentation (a "Declarations" 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 capacity: tenderer must meet all of the requirements set out in Chapter 4 of the tender documents, for which it shall submit its own statement.

Evidence (proof): tenderer's statement (the signed "Declarations" form suffices as evidence of meeting this criterion).

C 9 References: Tenderer must submit at least one reference, certified by the contracting authority for which it has conducted the measurements, that in the past five years they have conducted measurements of transit times in accordance with standard EN 13850 in at least one EU Member State or non-EU countries under the condition that the measurements conducted in non-EU countries are audited by an independent institution and conform in their entirety to the rules set out in standard EN 13850. When a tenderer submits a reference from a non-EU country, they must enclose to the reference a separate statement from an auditor confirming that the measurements from the reference were carried out according to the rules of standard EN 13850. Audits may be carried out by suitably qualified institutions which are independent of the tenderer/contractor and the postal operator.

In order to demonstrate the fulfilment of condition C9, the tenderer shall present a list of references with all the necessary data (»Declaration by the candidate on the fulfilment of reference requirements« form)

Evidence (proof): completed »Declaration by the candidate on the fulfilment of reference requirements" form.

C 10 The tenderer may not be a provider of postal services or interchangeable postal services, nor may it be directly or indirectly associated with providers of postal services or interchangeable postal services, for which it shall submit a declaration.

Evidence (proof): tenderer's statement (the signed "Declarations" form suffices as evidence of meeting this criterion).

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 documentation, or of the individual parts thereof. Tenders must be

submitted on the forms from the annexes to the tender documentation, or on forms produced by the tenderer that are identical in content and form.

In preparing tenders and completing the forms, tenderers must heed the instructions given on the individual form.

The tenderer in the e-JN information system under the "Total tender price" section 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 "Quote" segment. The "Total tender price", which will be entered into the same referenced section, and the document that will be uploaded as a quote to the "Quote" segment, 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 "Quote" segment, the data in the document submitted to the "Quote" segment shall be deemed valid.

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/statements), along with a scanned completed, signed and stamped specimen agreement and the tender, to the "Other documents" section of the e-JN system.

Once the decision becomes final, the selected tenderer shall submit a list of the employees (including personal data) who will be performing the work and entering the contracting authority's premises.

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 agreement being declared void.

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 SUBJECT OF THE CONTRACT – TECHNICAL SPECIFICATIONS

4.1 Subject of the contract:

The subject of the public procurement contract is the selection of an independent contractor for measuring transit times for priority and non-priority letter items of domestic correspondence for a period of one year (from 1 Jan. 2025 to 31 Dec. 2025), with a trial period from 1 Nov. 2024 to 31 Dec. 2024.

The measurement for priority letter items shall be performed by an independent contractor in accordance with the SIST EN 13850:2020 standard – Postal Services – Quality of Services – Measurement of the transit time of end-to-end services for single piece priority mail and first class mail i.e. EN 13850:20202 (hereinafter: the Quality Standard).
The measurement for non-priority letter items shall be performed by an independent contractor in accordance with the SIST EN 14508:2016 standard – Postal services - Quality of service - Measurement of the transit time of end-to-end services for single piece non-priority mail and second class mail i.e. EN 14508:2016.

Measurement shall be performed by an independent contractor who is not associated with or owned by the contracting authority. The independent external measurement contractor may not be a provider of postal services or interchangeable postal services, nor may it be directly or indirectly associated with providers of postal services or interchangeable postal services in the Republic of Slovenia.

The independent contractor shall perform measurement in accordance with the requirements of stated standards and in accordance with the provisions of this public contract. Special emphasis during measurement shall be placed on the careful study of the actual delivery of letters and accurate calculations. Measurement results shall be expressed in terms of the percentage of items delivered in D + n days.

Measured flows of actual mail shall serve as the basis for the development of the model. The basis shall include the entire system of existing actual flows of items of correspondence in the area of analysis, i.e. the territory of the Republic of Slovenia (standard basis for model). The basis for the model shall be provided by the contracting authority ordering the measurements, which has carried out an analysis of actual mail and flow measurements. The integrity of the measurements must be guaranteed unconditionally. The measurement contractor must provide a selection of senders and recipients (hereinafter: panellists) that are independent of the postal operator. Persons who could affect the measurement results may not participate. The group of panellist senders and recipients must be independent of postal operators and must act in accordance with the ICC/ESOMAR International Code on Market and Social Research and its addenda.

The postal operator may not know the exact location of the entry points of a test letter into the postal network or the exact location of the delivery points. As set out in the information annex of the Quality Standard owing to the danger of disclosure of the identity of a panellist the report may not contain the entire postal code, but the last number in the postal code shall be replaced with an "X" so that the name of the post office is not disclosed. Example: the 2311 Hoče post office shall be recorded as 231X, which includes the following post offices:

- 2310 Slovenska Bistrica (231X),
- 2311 Hoče (231X),
- 2312 Orehova vas (231X),

- 2313 Fram (231X),
- 2314 Zgornja Polskava (231X),
- 2315 Šmartno na Pohorju (231X),
- 2316 Zg. Ložnica (231X),
- 2317 Oplotnica (231X),
- 2318 Laporje (231X),
- 2319 Poljčane (231X).

Test letters must contain electronic chips (transponders) and may not be dissimilar in their external appearance and feel from other letters in postal transit.

- **Minimum sample size**

With respect to standard for the quality of services SIST EN 13850:2020, Pošta Slovenije ranks in category 3, "Small amounts of mail". The total annual amount of actual mail is between 1.5 million and 200 million postal items.

The successful delivery rate has not fallen below 95% in the last five years. Tenders shall include a developed model of measurement of quality with a sufficiently large sample size, number of test letters and panellists.
The model must include 3,500 priority test letters and 3,500 non-priority test letters, which corresponds to the quality of over 90%.

- **Unbiased sampling plan**

The measurement system excludes placement into PO boxes and must neutralise side effects which could appear in the mail rooms of large companies.

- **Report**

The measurement system must provide monthly results for D + 1, D + 2 and D + 3 for priority letter items and D + 3 for non-priority letter items and the same monthly cumulative results for the current month for both types of letter items. The results shall be presented in monthly reports, and the total annual result in the annual report.

- **Defining the time frame of the measurement period**

The measurement period shall comprise one calendar year and shall be divided into twelve calendar months. All of the test letters delivered in an individual month/year shall be taken into account. Letters posted at the end of a measurement period and are not delivered in the same period shall be accounted in the following measurement period. Measurement periods shall be based on letters delivered in the time period.

4.2 CRITERIA WHICH MUST BE TAKEN ACCOUNT OF BY THE INDEPENDENT CONTRACTOR

4.2.1 DIFFERENTIATING CHARACTERISTICS OF MAIL

1) Characteristics of mail relating to the entry point into the postal network and the delivery point

- **Type of geographical area:** (I) urban or (II) rural. The area type is specified in greater detail in the list of postal codes.

  Definition of urban area: usually more than 20,000 inhabitants (the number of inhabitants in an individual town with suburbs, which can include a large number of post offices, which

cover the area of the postal code characteristic for the business units (BU) and which ends in X000). The exact extent of an urban area is defined by postal codes.

Definition of non-urban (rural) area: usually less than 20,000 inhabitants (the number of inhabitants in a town, which can include a large number of post offices).

URBAN AREAS (post offices):

- **Celje** – includes post offices in the 3000 Celje area:
  - 3101 Celje
  - 3102 Celje
  - 3103 Celje
  - 3104 Celje
  - 3105 Celje
  - 3106 Celje
- **Koper** – includes post offices in the 6000 Koper area:
  - 6101 Koper
  - 6103 Koper
  - 6104 Koper
  - 6105 Koper
- **Kranj** – includes post offices in the 4000 Kranj area:
  - 4101 Kranj
  - 4103 Kranj
  - 4104 Kranj
  - 4105 Kranj
- **Ljubljana** – includes post offices in the
  - 1000 Ljubljana area:
    - 1101 Ljubljana
    - 1104 Ljubljana
    - 1106 Ljubljana
    - 1107 Ljubljana
    - 1108 Ljubljana
    - 1110 Ljubljana
    - 1111 Ljubljana
    - 1113 Ljubljana
    - 1114 Ljubljana
    - 1115 Ljubljana
    - 1116 Ljubljana
    - 1117 Ljubljana
    - 1118 Ljubljana
    - 1119 Ljubljana
    - 1120 Ljubljana
    - 1122 Ljubljana
    - 1123 Ljubljana
    - 1124 Ljubljana
    - 1125 Ljubljana
    - 1129 Ljubljana
    - 1130 Ljubljana
    - 1131 Ljubljana
    - 1132 Ljubljana
  - And suburban post offices:
    - 1133 Ljubljana

    - 1210 Ljubljana-Šentvid
    - 1211 Ljubljana-Šmartno
    - 1231 Ljubljana-Črnuče
- **Maribor** – includes post offices in the 2000 Maribor area:
    - 2101 Maribor
    - 2102 Maribor
    - 2103 Maribor
    - 2104 Maribor
    - 2105 Maribor
    - 2106 Maribor
    - 2107 Maribor
    - 2111 Maribor
    - 2113 Maribor
    - 2116 Maribor
    - 2117 Maribor
- **Nova Gorica** – includes post offices in the 5000 Nova Gorica area:
    - 5101 Nova Gorica
    - 5102 Nova Gorica
- **Novo mesto** – includes post offices in the 8000 Novo mesto area:
    - 8101 Novo mesto
    - 8102 Novo mesto
    - 8104 Novo mesto
    - 8105 Novo mesto
- **Murska Sobota** – includes post offices in the 9000 Murska Sobota area:
    - 9101 Murska Sobota
    - 9102 Murska Sobota

NON-URBAN AREAS: all other post offices in Slovenia.

- **Type of payment:** (I) by postage stamps or (II) machine franking and others not franked with postage stamps (mail marked "Postage Paid" primarily includes bulk mail, which is not included in the measurements). This differentiating characteristic of mail is not taken into account, or only test letters are created, on which postage paid is indicated by postage stamps or which are machine franked.

- **Type of entry into postal network**: (I) post boxes (including those in front of or mounted on post office buildings), (II) postal counters (including mail posted at the PLCs (postal logistics centres) and mail posted in post boxes at post offices).

  For this criterion it has to be considered that **80%** of mail is accepted at post offices (at postal counters), and **20%** of mail in post boxes (letterboxes, mailboxes). The test mail sample must be adjusted to this fact. For mail posted in post boxes in front of or mounted on post office buildings special differentiating characteristics of mail shall be taken into consideration as those post boxes are emptied by a different staff.

- **Time of posting**: this differentiating characteristic of mail is not taken into consideration. This means that data on time of posting is recorded only as an attribute for monitoring and validation of mail items.

- **Type of delivery**: Only delivery to address is taken into consideration (legal obligation of addressee to have a letter box installed by the entrance). Users of PO boxes are excluded,

delivery to addressee's premises is included among contractual services or under the addressee's legal obligation to have a letter box installed by the entrance. Therefore this differentiating characteristic of mail is not taken into consideration, only mail delivered to addresses is taken into consideration. The Quality Standard allows that for an unbiased sample plan, PO boxes may be excluded from the measurement system, as it is not possible to monitor the regularity of collection of mail from PO boxes.

Pursuant to this criterion it is necessary to adhere to the requirement that each panellist must have a letter box in accordance with the Postal Services Act. Panellists may not have delivery via a free-standing letter box, nor may they be users of PO boxes (users of PO boxes may participate as panellists only in sending test letters, but may not be the addressees of test letters).
All panellists in the role of addressees must have letter boxes equipped with electronic devices for automatic capture of data on the date and time of delivery of the test letter using transponders.

2) Characteristics of mail which relate only to test letters

- **Formats**: (I) standard letter (C6 and DL) and (II) ordinary letter (B5 and C4).

The use of formats is considered in proportions in the same way as the criterion of proportions of mail according to weight class, namely:

- standard letter (C6 and DL) in domestic mail service – 81% of letters
- ordinary letter (C5 and C4) up to 50 g in domestic mail service – 19% of letters

Ordinary test letters may weigh up to 50 g and must be rectangular in shape. The rectangular shape must conform to the criteria according to the given formats.

Standard test letters may weigh up to 20 g and have a precisely defined size and shape, and a space for the recipient's address. They may be posted in rectangular, opaque envelopes, which may have transparent windows through which the recipient's address can be seen. A standard letter may not contain protruding or hard objects. Special criteria regarding addressing also apply to standard letters. Special requirements for standard letters are necessary because of machine sorting. Owing to the above, the postage for a standard letter is lower than that for an ordinary letter of the same size.

Size and weight of a standard letter:

- maximum thickness: 5 mm,
- maximum weight: 20 g.

The recipient's address must appear on the right side of the front side of the letter, parallel to the long edge, inside a rectangular space (address area) that must be positioned:

- at least 40 mm from the upper edge of the envelope,
- at least 15 mm from the right edge,
- at least 15 mm from the lower edge,
- at most 140 mm from the right towards the left edge.

The transparent window may not have a coloured edge and must be made of a material that allows the address to be clearly legible.

Size of window for standard letter:

- minimum: 30 x 85 mm,
- maximum: 45 x 90 mm.

Position of window for standard letter:

- at least 40 mm from the upper edge of the envelope,
- at least 15 mm from the right edge,
- at least 15 mm from the left edge,
- at least 15 mm from the lower edge.

Letters may not be sealed using a stapler or other means that could damage other postal items and equipment. The address on a standard letter must be printed correctly and legibly, otherwise it shall be considered an ordinary letter.

- **Weigt classes**: standard letter (I) up to 20 g and ordinary letter (II) up to 50 g.

Proportions that have to be taken into account when determining the test sample:

- standard letter in domestic mail service – 81% of letters
- ordinary letter up to 50 g in domestic mail service – 19% of letters

- **Adressing**: (I) handwritten and (II) machine printed.

For this criterion the distribution to be taken into account is 66% handwritten addresses and 34% machine printed addresses.

- **Day of entry into postal network**: (I) Monday, (II) Tuesday, (III) Wednesday, (IV) Thursday, (V) Friday

The following values shall be taken into account for proportions of volume flows during the week by day from Monday to Friday, and represent the actual proportions of mail flows.

Monday	21%
Tuesday	19%
Wednesday	18%
Thursday	20%
Friday	22%
Total	**100%**

4.2.2 GEOGRAPHIC STRATIFICATION CHARACTERISTICS

1) Flows

From the geographic perspective, individual letters are determined by variables between the point of entry into the postal network and between the point of delivery. Each point separately represents a particular pick-up area (district) and a particular delivery area (district). Both points together represent a particular distance and complexity of the geographical postal logistics between them – flow. Slovenia has eight main entry areas and the same number of delivery areas, which are further divided into urban and rural areas.

The following were measured as a basis for the model:

- number of letters between areas in an individual geographic zone and areas in another geographic zone (also according to the criterion of urban and non-urban);

- number of letters between local areas (urban and non-urban) – a local area is a delivery area within an individual geographic zone;
- percentages of letters between individual areas (also according to the criterion of urban and non-urban).

2) Distance: flow via hubs – one or both PLCs

Stratification according to the geographic characteristics of a post office must reflect the possible logistical differences in transit between different pick-up and delivery areas and transit distances. The geographic stratification is therefore based on the postal logistics structure in the area of analysis and is divided into (I) logistics chains which end at one of the PLCs, and (II) logistics chains which run through both PLCs.

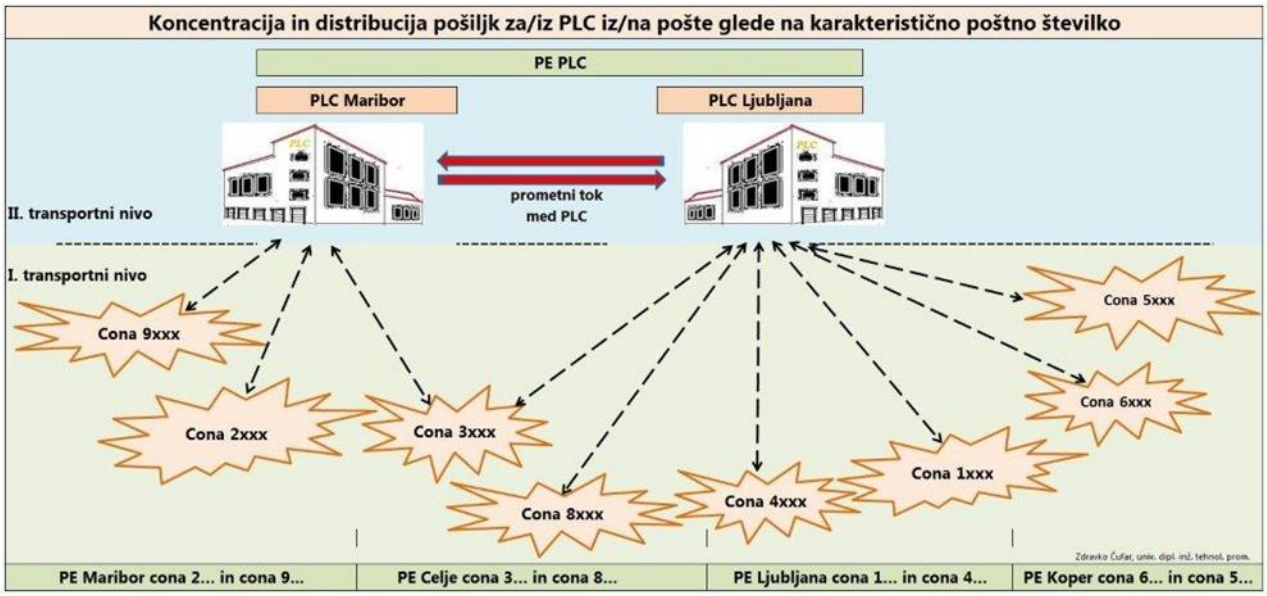
Detailed overview of areas with respect to distance:

- Distance I:
  - inside the traffic area of the Ljubljana PLC between post offices in the zone
    - 1 _ _ _ Ljubljana
    - 4 _ _ _ Kranj
    - 5 _ _ _ Nova Gorica
    - 6 _ _ _ Koper
    - 8 _ _ _ Novo Mesto

  - inside the traffic area of the Maribor PLC between post offices in the zone
    - 2 _ _ _ Maribor
    - 3 _ _ _ Celje
    - 9 _ _ _ Murska Sobota

- Distance II:
  - between post offices in zones inside the traffic areas of one PLC and post offices in zones inside the traffic areas of the other PLC.

Figure 1: Graphic presentation of postal logistics structure and connections between zones



3) Map districts

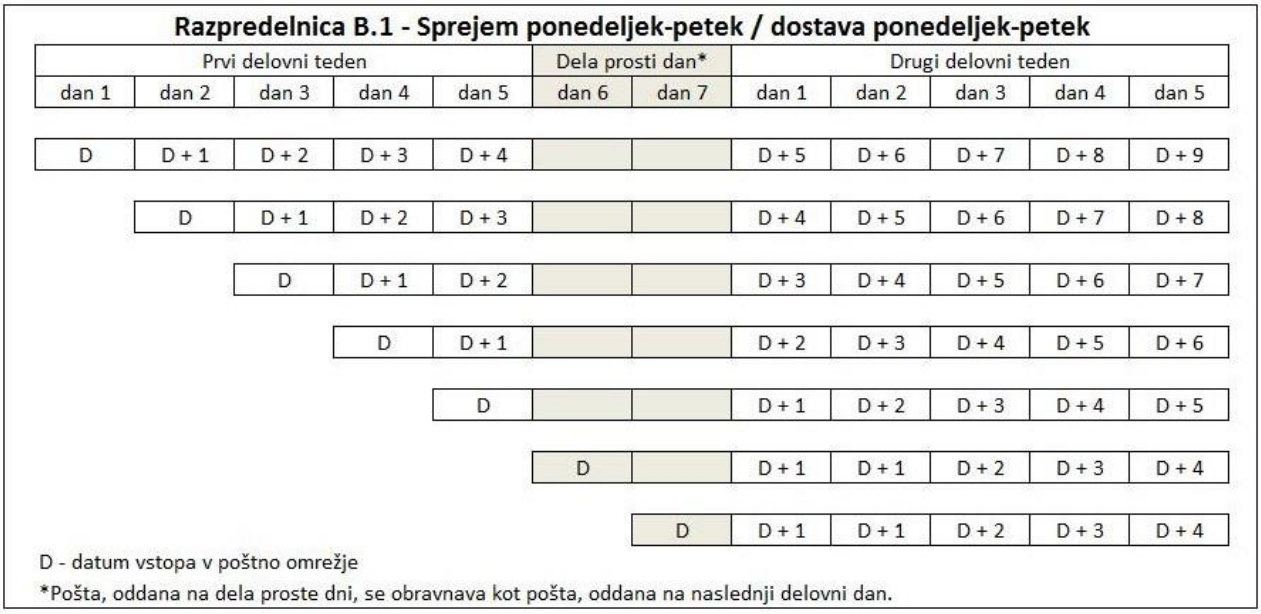
For entry into the postal network and delivery, pursuant to the provisions of the Quality Standard the area of analysis is divided into at least three mutually exclusive **map districts**. These districts must be determined on the basis of the postal operator's logistical structure, and must provide complete geographic coverage of the area of analysis. The areas of the postal codes can be used as a tool for determining the postal districts.

The Quality Standard indicates a connection between the fluctuation of the panellists and accuracy. The indicators of the timeliness of delivery of the test letters sent by the same panellist, i.e. test letters sent from a small geographical area, can be in mutual correlation, which reduces the measurement accuracy. From this it follows that the above can be overcome if the geographical area is divided into several map districts or zones which must be covered by panellists and through which increased dispersal is achieved.

4.2.3 OTHER PROVISIONS OF THE STANDARD

The rule for calculating transit times (for priority items) from enclosure B to the Quality Standard takes account of what is set out in Table B.1 – Collection and delivery from Monday to Friday.

Figure 2: Collection and delivery from Monday to Friday



Razpredelnica B.1 - Sprejem ponedeljek-petek / dostava ponedeljek-petek

Prvi delovni teden					Dela prosti dan*		Drugi delovni teden				
dan 1	dan 2	dan 3	dan 4	dan 5	dan 6	dan 7	dan 1	dan 2	dan 3	dan 4	dan 5
D	D + 1	D + 2	D + 3	D + 4			D + 5	D + 6	D + 7	D + 8	D + 9
	D	D + 1	D + 2	D + 3			D + 4	D + 5	D + 6	D + 7	D + 8
		D	D + 1	D + 2			D + 3	D + 4	D + 5	D + 6	D + 7
			D	D + 1			D + 2	D + 3	D + 4	D + 5	D + 6
				D			D + 1	D + 2	D + 3	D + 4	D + 5
					D		D + 1	D + 1	D + 2	D + 3	D + 4
						D	D + 1	D + 1	D + 2	D + 3	D + 4

D - datum vstopa v poštno omrežje

*Pošta, oddana na dela proste dni, se obravnava kot pošta, oddana na naslednji delovni dan.

The **independent measuring contractor's report** issued for the preceding month must also contain the cumulative values of the measurements for the current year.

The following are **excluded from the measurements**:

- mail for users of PO boxes,
- mail addressed to *poste restante* or for which the user has arranged the addressee's order for mail to be kept at the post office as *poste restante*,
- incorrectly addressed mail,
- mail to be redirected (addressee's mail forwarding order).

Other assumptions and criteria

- transit times shall not include Saturdays, Sundays, holidays and other non-working days in the Republic of Slovenia;
- in the event of *force majeure* or in conditions which are dangerous for the deliverer (Article 5 of the Postal Services Act), this period and the measurements are excluded, and each such exclusion must be stated in the report;
- national specificities regulated by special acts issued by the national regulator which govern temporary exemptions and disruptions to transit and delivery shall be taken into account;
- hybrid mail items and bulk mail are not included in the analyses and measurements;
- data on bulk mail items from large customers and on hybrid mail items on which the pick-up date is not stated are not included in the analyses and measurements;
- the contractor must replace participants in the measurement in accordance with the provisions of the Quality Standard, and if necessary more frequently, if irregularities are found on their part.

National specificities

The EN 13850 standard in the introductory section on the regulatory basis takes into account local/regional/national specificities and experiences gained through its implementation, in order to establish a more generic method of satisfying regulatory requirements.

The General Act on Exemptions from the Provision of the Universal Postal Service (Off. Gaz. RS No. 22/2010), issued by the national regulator (the "Agency") is based on the fourth paragraph of Article 5 of the Postal Services Act (Off. Gaz. RS No. 51/2009). The content sets out the exemptions to the provision of the universal postal service and the conditions for withdrawal from

the provision of the universal postal service, which means withdrawal from delivery to households due to (1) difficult access to addressee or (2) concern for the health and safety of the letter carrier. The provider must notify the Agency of all temporary exemptions in writing pursuant to the provisions of the General Act.

Temporary exemptions in delivery in the event of difficult access to an addressee include if a public road or route to the addressee is temporarily impassable (under construction or damaged), if there are temporary physical obstacles that prevent access to the letterbox or addressee, or if the weather conditions and other hydrometeorological and geophysical natural disasters do not allow handover and delivery (force majeure).

Temporary exemptions to handover and delivery relating to concern for the health and safety of the letter carrier shall be determined in the event of dangerous animals, violent conduct towards the letter carrier or temporary dangerous physical obstacles to access to the letterbox or addressee.

Temporary exemptions to handover and delivery relating to the health and safety of the letter carrier may also be determined in the event of a temporarily impassable public road or route due to snow or ice on the road surface, flooded roads, fire or the consequences thereof and other similar reasons which neither the user of postal services nor the provider of the universal postal service can influence, but which constitute a danger to the letter carrier.

The provider of the universal postal service must notify the Agency of temporary exemptions to handover and delivery in writing as soon as possible. The General Act stipulates that the provider of the universal postal service is obliged to send data on all exemptions in delivery to the Agency once a month, as follows:

- postal address of the exemption,
- type of exemption,
- reason for the exemption,
- method of handover and delivery in the event of exemptions,
- date of beginning and end of exemption.

The Agency may carry out field inspections in connection with the data, but it is not envisaged that the Agency will give approvals to the data.

In connection with the national act on exemptions, all events reported to the Agency by the provider of the universal postal service shall be deemed force majeure in the measurement period. If the Agency does not challenge the reported events, they shall be deemed to be confirmed force majeure events during the measurement period.

4.3 THE POSTAL CODE SYSTEM IN SLOVENIA

Postal codes comprise four numbers (places). The first (main) number indicates the geographical zone, and the remaining three the specific post office. Various combinations of numbers from the second to fourth places are used to indicate post offices and PO boxes.

The first number indicates the zone, which is part of the business unit (BU):
1 _ _ _ area of the Ljubljana business unit
2 _ _ _ area of the Maribor business unit
3 _ _ _ area of the Celje business unit
4 _ _ _ area of the Ljubljana business unit

5 _ _ _ area of the Koper business unit
6 _ _ _ area of the Koper business unit
8 _ _ _ area of the Celje business unit
9 _ _ _ area of the Maribor business unit

The following post offices are exceptions:

- 1433 Radeče (part of the Celje BU)
- 1432 Zidani Most (part of the Celje BU)
- 1434 Loka pri Zidanem Mostu (part of the Celje BU)

In the larger towns the postal code for delivery is indicated by _000 after the main number (for example: Ljubljana, Maribor, Celje …), and PO boxes by _001 after the main number.

The postal logistics centres have the number combination _002 following the main number (1002 Ljubljana in 2002 Maribor).

The **postal network** as at 31 December 2023 included a total of 489 postal units:

- 286 post offices (of which 165 delivery post offices, 26 logistical post offices, 3 posting post offices and 92 (postal items) pick up post offices),
- 168 contractual post offices,
- 25 mobile post offices,
- 8 off-site units,
- 2 postal logistics centres.

Post offices are divided among business units in the following proportions:

Business unit	**No. of postal units**
Ljubljana	149
Maribor	135
Celje	123
Koper	80
Total postal units	**487**

4.4 TECHNICAL FEATURES

The Quality Standard allows for the use of test letters containing electronic or other advanced technology through which it is possible to trace every test letter at previously defined points or throughout the entire route, and this allows detailed diagnostic analysis of transit times.

In order to eliminate any bias from the research caused by the panellists, we plan to introduce technical recording of the actual date and time of posting and receipt. The use of electronic devices makes it possible to record the actual time of posting and the actual time of receipt at the panellist's address, through which any doubt about the panellist's ability to record the correct date and time of the events is eliminated. All participants in the measurement

(panellists) who are also addressees must have suitable letter boxes installed in accordance with the law (Article 43 of the Postal Services Act).

The transponder system must be compatible with the technology and use the existing diagnostic equipment installed in Pošta Slovenije's postal network (Technology: Lyngsoe Systems, AMQM System - Automatic Mail Quality Measurement System).

The organisation that manages the measurement system (Lyngsoe Systems) must carry out all measures to ensure that the diagnostic system:

- does not introduce bias into the results of the EtE transit times,
- cannot be detected at any distribution phase, and
- does not disturb the automated distribution processes.

Transponders

All test letters must contain transponders that facilitate the recording of data regarding the delivery of the letter. **Passive transponders** shall be used, and must be compatible with the existing systems and devices installed in the contracting authority's postal network, particularly at the inputs and outputs to the postal logistics centres. The number of transponders must facilitate the delivery of the planned number of valid test letters per month or year. The measurement contractor (independent contractor) shall supply and code the transponders.
The measurement contractor shall prepare and use the transponders in accordance with a subsequent agreement with the contracting authority (content of text on a transponder in the event of loss). A transponder shall be placed in a test letter and shall facilitate the tracking of that letter using the diagnostics in Pošta Slovenije's existing system. A letter equipped with a transponder shall be designed in such a way that it cannot be identified as a test letter during transport (without the sender's address and similar attributes that might reveal the methodology of test letters).

Other requirements

- The tenderer shall perform preliminary test measurements lasting two months, pursuant to an agreement with the contracting authority, which must be completed no later than 31 Dec. 2024. The contracting authority and the tenderer may agree on shortening of the trial period to one month.
- The average number of panellists/month must be included in the tender.
- Panellists must be suitable natural or legal persons that are qualified to implement the task of sending and accepting test letters and recording the data.
- Panellists must be given instructions in the Slovenian language. The measuring contractor shall submit a sample of the instructions to the contracting authority before the beginning of measurement, in order to verify that they conform to the standard and to the terms and conditions of the tender.
- RFID data will be sent to the measuring contractor by the contracting authority free of charge on the weekly basis or the measuring contractor obtains the data by itself at its own expense.
- The measurement results must be sent to the contracting authority no later than the 15th day of the month for the preceding month.
- A price list, stamps and "Priority" labels for sending priority and non-priority letters within the territory of the Republic of Slovenia shall be supplied to the measuring contractor by the contracting authority. Stamps shall be provided for a period of three months on the basis of an order placed in advance by the measuring contractor.

- The differentiating characteristics set out in this document may be amended before the beginning of measurement or at the beginning of a new calendar year, which the contracting authority shall report no less than 30 days before the beginning of the new period.
- The sample size of priority and non-priority test letters set out in this document may be amended before the beginning of measurement or at the beginning of a new calendar year, which the contracting authority shall report no less than 30 days before the beginning of the new period.

4.5 CONTENT OF MONTHLY AND ANNUAL REPORTS

Monthly reports must contain all measured parameters and at least all RFID data from the diagnostic antennas for all letters delivered in arrears (letters delivered in arrears are letters whose transit times exceeded the delivery deadline of D + 1 for priority letters and D + 3 for non-priority letters).
Monthly and annual reports on services of measuring the quality of the delivery of the items of correspondence must include at least the following data:

Pick-up data (input into system)
- Identification no. of mail item (letter ID) – sequential no. of mail item
- Letter posted: at post office, in post box (additional attribute if post boxes are installed in front of or mounted on post office buildings)
- Sender ID
- Zone from which letter was dispatched
- Dispatch area: urban/rural
- Part of the postal code of the receiving post office _ _ _ X
- The day on which the panellist was scheduled to send the letter
- The day on which the panellist actually sent the letter
- The time at which the letter was posted
- The date on which the letter was postmarked (data from envelope)
- A stamp indicating that the letter was not postmarked or a stamp indicating that the date on the stamp is illegible.

Data on movement and delivery of letter
- Date of delivery of letter
- Recipient ID
- Zone in which the letter was delivered
- Delivery area: urban/rural
- Part of the postal code of the destination post office _ _ _ X
- Transponder number
- Location of reader (Maribor PLC, Ljubljana PLC)
- Reader number (and diagnostic antenna number)
- Date of registration and exact time of registration (chronological for each letter)
- Letter format
- Date of delivery and exact time of delivery (device for data capture in letterbox)
- Special designation if the device for data capture in letter box did not detect the item
- Calculated transit time D+n.

Analysis
- Table of origin of letters by zone and daily volume (D+1, D+2, D+3, D+4, etc.)

- Table of delivery of letters by zone and daily volume (D+1, D+2, D+3, D+4, etc.)
- Separate presentation of flow of letters via first distance (via one postal logistics centre, separately for Ljubljana PLC and Maribor PLC)
- Separate presentation of flow of letters via second distance (when a letter flows through both PLCs)
- Table of volume (by piece and by percentage) with respect to PLC of origin and PLC of delivery
- Table of amounts of letters generated and valid letters (by BU separately for input and output)
- Number of panellists by zone

The **annual report** must also include the cumulative values of all of the above parameters.

4.6 Location, method and times for execution of the contract

- **Validity and duration of the agreement:** The agreement with the selected tenderer will be concluded for the period of one year (from 1 January 2025 to 31 December 2025) with a trial period from 1 November 2024 to 31 December 2024.
- **Deadlines:** Monthly reports shall be issued no later than the 15th day of the month following the month to which the measurements relate. Annual reports shall be issued no later than the end of February.
  Measurement period: The one-year measurement period will be based on the calendar year.
- **The contracting authority's contact person for the execution of the contract is**: Petko Čakrevski, Technology, Network and Logistics.

The tenderer shall submit the "Offer to tender" form in the "Quote" section.

Form

OFFER TO TENDER

Tender Submission Form

On the basis of a call for tenders for the award of a contract for the "Independent measurement of transit times for priority and non-priority items of domestic correspondence for a period of one year - repetition" according to the procedure for awarding low-value contracts, we hereby submit our tender bid as follows:

1. TENDERER DETAILS

TENDERER'S (COMPANY) NAME _____

ADDRESS _____

PHONE _____

VAT IDENTIFICATION NUMBER _____

COMPANY ID NUMBER _____

BANK ACCOUNT NUMBER _____

PERSON AUTHORIZED TO SIGN THE CONTRACT _____

AUTHORIZED REPRESENTATIVE OF THE TENDER _____

Place and date:

Tenderer:

Signature and company seal:

The tenderer shall submit the Tender Quote form in the "Quote" section.

Form

2. TENDER PRO-FORMA INVOICE

No	Service	Unit	Monthly value in EUR (net of VAT)	Value of tender for one year including trial period in EUR (net of VAT)
1	*2*	*3*	*4*	*5*
1.	Independent measurement of transit times for priority and non-priority items of domestic correspondence	comp.		

TOTAL TENDER PRICE:

total price: EUR ..... (excluding VAT)
+
value added tax: EUR.....

Tender price incl. VAT: EUR .....

2.1 The tender shall be valid until at least 31 December 2024.

2.2 The prices are fixed and expressed in euros (€), excluding value added tax (VAT), all costs are included in the price**.**

In/at: Tenderer:

Signature:

The tenderer shall upload the "Declarations" form to the "Other Documents" section

Form

DECLARATIONS OF ACCEPTANCE AND FULFILMENT OF CONDITIONS SET OUT IN TENDER DOCUMENT

Name of tenderer _____

Street _____

Post code and city _____

CONTACT PERSON _____

CONTACT PERSON'S E-MAIL _____

No.	We hereby declare:
1.	that we are fully aware of the scope and the complexity of the public contract;
2.	when drawing up our tender we examined all the tender documents available;
3.	that the information provided in the tender documents is true and the photocopies of the documents submitted correspond to their originals;
4.	that we accept full liability for the information provided, its veracity, and the accuracy of the photocopies;
5.	that we fully agree with the contracting authority's terms and conditions of the tender;
6.	that we will implement the contract professionally and correctly in accordance with the applicable regulations and rules of the profession;
7.	that we will appoint a contact person who will ensure the professional and timely implementation of the contract and resolve and coordinate the contracting authority's complaints;
8.	that we will protect all of the contracting authority's data as a trade secret even after the expiration of this contract;
9.	that we have sufficient technical capacities;
10.	that we have the technical and staff capacity to perform the public contract;
11.	that the services offered conform fully to the technical requirements of the contracting authority;
12.	that no final judgment containing elements of the criminal offences set out in the first paragraph of Article 75 of the ZJN-3 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 (condition C1);
13.	that on the day the tender submission deadline expires, the economic operator is not 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 (condition C2);
14.	that we are capable of performing a professional activity, i.e. are registered to perform the activity or that we are registered in the register of professions or the trade register (condition C3);
15.	that we are not engaged in compulsory composition, bankruptcy or liquidation proceedings, that we have not ceased our business activities and/or we are not in any similar position (C4);
16.	that none of our bank accounts have been blocked during the past six months of operation prior to the date of submission of the application set by the contracting authority (condition C5);
17.	that our services offered conform fully to the technical requirements of the contracting authority (condition C8).
18.	that we are not a provider of postal services or interchangeable postal services, nor are we directly or indirectly associated with providers of postal services or interchangeable postal services (C 10).

…….. ……..

Place and date Responsible person

*By signing this form, you are not required to submit enclosures pursuant to the conditions of the declaration in question.

The tenderer shall upload the "Data on subcontractor" form to the "Other Documents" section.

Form

DATA ON SUBCONTRACTOR

Type of work to be performed by subcontractor _____

_____

Name of subcontractor _____

Subcontractor's address _____

Subcontractor's registration number _____

Subcontractor's VAT ID number _____

Subcontractor's bank account number _____

Subject of the work done by subcontractor _____

Quantity of work by subcontractor _____

Value of work by subcontractor _____

Place where this work is performed _____

Performance deadline _____

…….. ……..

Place and date Responsible person

* Copy form if necessary.

Instructions for the completition:

- The form has to be completed if a tenderer carries out a contract with subcontractors;
- If a tenderer carries out a contract with several subcontractors it shall copy the form.

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

Form

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. 833/2014[2] 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

[2] *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.

The tenderer shall submit the below "Subcontractor's request for and consent to direct payment" form to the "Other documents" 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

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 documents" 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:

The tenderer shall upload the below "Declaration by the candidate on the fulfilment of reference requirements" form to the "Other Documents" section

Form

DECLARATION BY THE CANDIDATE ON THE FULFILMENT OF REFERENCE REQUIREMENTS

Reference transactions that meet the requirements regarding condition C9 – Reference	
Title of reference transaction:	
Authority that ordered the reference transaction *(name, address):*	
Contracting authority's contact person (first name and surname, telephone no. and email):*	Data not mandatory but recommended upon the candidate's application.
Economic operator that carried out the reference transaction *(by indicating 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	
Substantive areas to which the reference transaction relates	

*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 appropriate.

	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.
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 who submitted the reference:	

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

and

_____**,** _____ VAT ID no. _____, registration number _____, represented by _____, hereinafter: *contractor (to be completed by tenderer)*

hereby conclude

AGREEMENT NO. 660000____/MVS

Article 1
Preamble

The contracting authority carried out the awarding of a public procurement contract under the procedure for awarding a low-value contract, and by decision no. _____ of _____, on the basis of a report on the carrying out of a low-value public procurement procedure of _____, selected the contractor, taking account of the provisions of the act regulating public procurement and the Rules on Carrying Out Public Procurement Procedures.

Article 2
Subject of the Agreement

The subject of the Agreement is the independent measurement of transit times of priority and non-priority items (hereinafter: *letter or letters*) of domestic correspondence mail for the period from 1 January 2025 to 31 December 2025, with a preliminary test period from 1 November 2024 to 31 December 2024, in accordance with the standard of quality for services and in accordance with the technical requirements and contracting authority's tender documentation.

Article 3
Manner of providing service and deadlines

The measurement of priority letter mail shall be performed by an independent contractor in accordance with the SIST EN 13850:2020 standard – Postal Services – Quality of Services – Measurement of the transit time of end-to-end services for single items of priority mail and first class mail, i.e. EN 13850:2020.

The measurement of non-priority letter mail shall be performed by an independent contractor in accordance with the SIST EN 14508:2016 standard – Postal Services – Quality of Services – Measurement of the transit time of end-to-end services for single items of non-priority mail and second class mail, i.e. EN 14508:2016 (hereinafter: Quality Standard).

The contracting parties hereby agree that the measurement will be performed by an independent contractor, in accordance with the above-stated standards and in accordance with the provisions of the public tender. Special emphasis in the measurement is placed on the study of the actual transit of letter mail and accurate calculations. Measurement results shall be expressed in terms of the percentage of items delivered in D + n days.

The contractor declares that it is aware that the measurement must be performed by an independent external contractor that may not be associated with or owned by the contracting authority. By signing this Agreement the contractor thereby declares that in relation to the contracting authority it is an external independent contractor, which is not a provider of postal services or alternate postal services, and is neither indirectly nor directly associated with providers of postal services or alternate postal services in the Republic of Slovenia.

The basis for creating the measurement model shall be the measured flows of actual mail at the contracting authority. This basis shall include the entire system of existing flows of items of correspondence in the area of analysis, i.e. the territory of the Republic of Slovenia (standard basis for model). The basis for the measurement model shall be provided to the contractor by the contracting authority, which has performed an analysis of the exchange of flows of actual mail and measurement of flows. The integrity of the measurements must be guaranteed unconditionally.

The measurement contractor undertakes to ensure the selection of senders and addressees (hereinafter: panellists) that are independent of the contracting authority (i.e. the named provider of postal services for senders and addressees). The contractor undertakes to ensure that persons that might affect the results of the measurements will not be involved in the measurements or implementation of services under this Agreement. The group of sender and addressee panellists must be independent of the contracting authority (the named provider of postal services) and must be managed in accordance with the International Code on Market, Opinion and Social Research and Data Analytics (ICC/ESOMAR) and its addenda.

The contractor must guarantee that the contracting authority will not be informed of or know the exact locations of entry of test letters in the postal network or the exact locations of delivery. As set out in the appendix to the Quality Standard, which is enclosed for information purposes, owing to the risk of disclosing the identity of a panellist the contractor's report may not reveal the entire postal code, i.e. the last number in the postal code shall be replaced with an "X", and the name of the post office is not stated.

The contractor must provide test letters that will contain electronic chips (transponders) and that in outward appearance and feel display no obvious difference from other letters in transit.

The contractor undertakes to provide a formulated model of quality measurement with an appropriate sample size, number of test items and panellists, as stipulated by the contracting authority in the technical specifications of the public contract. The smallest size of the model sample must cover 3,500 priority test items and 3,500 non-priority test items, thereby ensuring quality of over 90%.

The contractor must ensure an impartial sample plan, meaning that the measurement system excludes delivery to free-standing mail boxes and to PO boxes, and it must neutralise side effects which could appear in the mail rooms of large companies.

Under this Agreement the contractor is bound to perform preliminary test measurements lasting up to two months, pursuant to an agreement with the contracting authority, which must be completed no later than 31 December 2024. The test period shall be followed by the measurement period, covering one calendar year divided into twelve calendar months. All of the test letters delivered in an individual month/year shall be taken into account. Letters which are posted at the end of a measurement period and are not delivered in the same period shall be counted as being delivered in the following measurement period. Measurement periods shall be

based on items delivered in the period. The detailed conditions for conducting test measurements and the measurement period are provided to the contractor and known from the contracting authority's technical specifications, which are an integral part of this Agreement.

The contractor shall be required to produce a report, meaning that it must implement a system of measurement that will ensure monthly results for D + 1, D + 2 and D + 3 for priority letter mail and D + 3 for non-priority letter mail, and equally the monthly cumulative results for the current month in the year, for both types of letter mail. The contractor shall submit these results to the contracting authority in the form of complete monthly reports no later than by the 15th of the month following the month to which the measurements relate. The total annual result shall be formulated in an annual report to be submitted to the contracting authority no later than by the end of February of the following year for quality measurements in the preceding year. The one-year measurement period will be based on the calendar year. The detailed form and content of these reports are set out in the contracting authority's technical specifications.

The contractor must ensure an adequate number of panellists as required by the contracting authority.

The selected panellists must have an appropriate house mail box for delivery in accordance with the Postal Services Act. Panellists may not have delivery via a freestanding letterbox, nor may they be users of post office boxes (users of post office boxes may participate as panellists only in sending test letters, but may not be the addressees of the test letters). All panellists as addressees must have from the contractor letterboxes equipped with electronic devices for automatic capture of data on the date and time of delivery of the test letter using transponders. The contractor shall be bound to install devices in the house mail boxes of addressees no later than by the beginning of the last month of the test period.

The transponder system referred to in the preceding paragraph of this Article of the Agreement must be compatible with the technology and use the existing diagnostic equipment installed in Pošta Slovenije's postal network (Technology: Lyngsoe Systems, AMQM System – Automatic Mail Quality Measurement System). The contractor must ensure the organisation of measurement system management (Lyngsoe Systems) that will implement all the steps to ensure that the diagnostic system:

- does not introduce bias into the results of the EtE transit times;
- cannot be detected at any distribution phase; and
- does not disturb the automated distribution processes.

The contractor will use a system of receivers for the electronic registration of the time of delivery at every panellist's letterbox, which record the moment when the test letter arrives at the intended delivery point and it is actually delivered at the intended point, as set out in the contracting authority's technical specifications. To this end all test items must contain the required transponders to enable identification of data on the item transit. The contracting authority requires the use of passive transponders, which must be compatible with the existing systems and devices installed in the contracting authority's postal network, particularly at the inputs and outputs to the postal logistics centres. The number of transponders must facilitate the delivery of the planned number of valid test letters per month or year. The measurement contractor (independent contractor) shall supply and code the transponders.

The contractor shall prepare and use the transponders in accordance with a subsequent agreement with the contracting authority (content of text on a transponder in the event of loss). A transponder shall be placed in a test letter and shall facilitate the tracking of that letter using the

diagnostics in Pošta Slovenije's existing system. A letter equipped with a transponder shall be designed in such a way that it cannot be identified as a test letter during transport (without the sender's address and similar attributes that might reveal the methodology of test letters).

During the measurement period the measurements shall capture priority and non-priority items with characteristics as defined in the technical specifications. The contracting authority reserves the right during the validity of the Agreement to change these characteristics, specifically to change the distinguishing characteristics and size of the sample of priority and non-priority test items prior to the start of measurements, or at the beginning of a new calendar year, regarding which the contracting authority will notify the contractor at least 30 days prior to the beginning of the new period.

Panellists must be suitable natural or legal persons that are qualified to implement the task of sending and accepting test letters and recording the data. The contractor must draw up instructions for the work of measuring for persons that will be authorised to implement these tasks under this Agreement. The contractor must draw up the instructions in Slovenian, with the contractor undertaking to submit them to the contracting authority prior to the start of measurements and to obtain the contracting authority's assent regarding compliance with the standards and tender conditions set out in the tender documentation.

The contracting parties hereby determine and agree that whatever is not regulated in detail and defined in this Agreement shall be subject to the direct application of the provisions and conditions of the contracting authority's technical specifications and the tender documentation, which is an integral part of this Agreement.

Article 4

Contract value

The value of this Agreement shall be EUR _____ excluding VAT and shall be fixed for the entire contract period. All costs*, including those of the test period,* incurred by the contractor through the fulfilment of the order are calculated into the price of the measurement period, i.e. 36 months. The contracting authority shall not accept additional charges.

The contractor's tender and the tender pro-forma invoice are an *integral part of and annexes* to this Agreement.

Article 5

Payment terms

The contracting authority will pay for the service within 30 days of receipt of an invoice.

The contractor shall issue invoices monthly, at the end of each month of measurement of transit times. A description of the work and tasks carried out must be enclosed with each invoice, or a monthly or annual report must be issued on the level of quality achieved. Monthly reports shall be issued no later than the 15th day of the month following the month to which the measurements relate. Annual reports shall be issued by no later than the end of February.

A reference to the number of the order, which the administrator will send to the contractor after concluding the Agreement, must be stated on the invoice.

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.

Invoices shall be issued and sent to the contracting authority's address: Pošta Slovenije d.o.o., Slomškov trg 10, 2000 Maribor, Slovenia. They shall be issued and sent no later than the fifth (5th) day of the month for services provided 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).

(the following two paragraphs to appear in the clean copy of the Agreement if the contractor will be performing services with a subcontractor)

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

- in the Agreement the main contractor shall authorise the contracting authority to pay the subcontractor directly on the basis of an invoice or statement approved by the main contractor;
- the subcontractor shall submit their agreement based on which the contracting authority settles the subcontractor's claim against the contractor instead of the contractor;
- the main contractor shall enclose with its invoice or interim statement an invoice or interim statement issued by the subcontractor that it has previously approved.

In the event that direct payment to a subcontractor is not required, the contracting authority shall request that the main contractor 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 the services rendered that are directly linked to the subject of the public contract.

Article 6

Obligations of the contractor

The contractor undertakes to:

- perform the services pursuant to this Agreement professionally and correctly, in accordance with currently valid regulations, standards, rules of the profession and provisions of the Agreement;
- appoint a contact person who will ensure the professional and timely implementation of the contractual obligations and resolve and coordinate the contracting authority's claims;
- ensure the response times as defined in the technical specifications, which are an annex to and an integral part of the tender documentation and this Agreement;
- 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 about all requirements necessary for the fulfilment of obligations hereunder and submit to the contracting authority all data which could affect the implementation of the 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 liability for the performance of the awarded public contract;
- in the implementation of the measurement system service, adhere fully to the valid standards and guidelines for establishing compatibility with the contracting authority's information system;
- issue a suitable professional and personnel guarantee for the correct provision of services in order to ensure optimal performance of IT connectivity and the fulfilment of obligations under this Agreement;

- protect all of the contracting authority's data as confidential and as a trade secret even after the expiry of this contractual relationship.

Article 7

Obligations of the contracting authority

The contracting authority shall undertake 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;
- ensure that its data is properly protected;
- submit any data required for service provision to the contractor; and
- fulfil its contractual obligations within the deadlines specified in this Agreement.

The contracting authority will supply the contractor with a price list and stamps for sending test letters within the territory of the Republic of Slovenia. Stamps shall be provided for a period of three months based on an order placed in advance by the contractor.

Article 8

Contractual penalty

In the case that the contractor through its own misconduct fails to fulfil the contractual obligations foreseen in this Agreement (delayed performance), it shall undertake to pay a contractual penalty amounting to five (5) per mil of the contract value for each day of delay. The amount of the contractual penalty charged may not exceed five (5) per cent of the total contract value.

The parties expressly agree that in the event of any delay in performance, the contracting authority has no obligation to specifically notify the contractor of reserving the right to charge a contractual penalty upon accepting performance, and the contractual penalty may be charged in accordance with the provisions of this Agreement upon any delay without notice.

In the case that the contractor through its own misconduct fails to fulfil its contractual obligations (failure to fulfil obligations) it shall undertake to pay a contractual penalty amounting to five (5) per cent of the total contractual value.

If the contractor fails to fulfil its obligations, the contracting authority shall state whether it is demanding fulfilment of the contractual obligations or payment of a contractual penalty.

The contracting authority shall calculate the amount of the contractual penalty and issue an invoice for payment.

Despite the contractual penalty agreement, the contractor shall compensate the contracting authority for any damage incurred as a result of the former's breach of its contractual obligations (e.g. damage due to any fine resulting from a minor offence).

Article 9

Performance of contractual obligations by subcontractors

(if the contractor works with subcontractors, this article shall be added to the fair copy of the Agreement)

1.) *If direct payment to subcontractors is mandatory or requested by the latter, the following shall be specified:*

In performing its contractual obligations under this Agreement, the contractor shall cooperate with the following subcontractors, who on the basis of Article 94 of the ZJN-3 request direct payment from the contracting authority: *(to be completed by the tenderer in the event that it already has requests for direct payment from its subcontractors during the phase of submitting the tender)*

- ..... *(full name and address of subcontractor)*
- ..... *(full name and address of subcontractor)*

That portion of services and/or supply to be provided by a *specific* subcontractor has been stated by the contractor in the 'Details of subcontractor' form.

Pursuant to Article 94 of the Public Procurement Act (ZJN-3), the contractor shall authorise the contracting authority to make payments directly to subcontractors on the basis of an approved invoice or interim statement.

The contractor shall be obliged to enclose to its invoice or interim statement the invoices or interim statements of the subcontractors that it has approved.

The consent of the subcontractor on the basis of which the contracting authority instead of the contractor settles the subcontractor's claims against the contractor is an annex to and an integral part of this Agreement.

2.) *If direct payment to subcontractors is not mandatory or has not been requested by the latter, the following shall be specified:*

In carrying out its contractual obligations under this Agreement, the contractor shall cooperate with the following subcontractors: *(to be completed by tenderer)*

- ..... *(full name and address of subcontractor)*
- ..... *(full name and address of subcontractor)*

That portion of services and/or supply to be provided by a *specific* subcontractor has been stated by the contractor in the 'Details of subcontractor' form.

The contracting authority shall request that the contractor send it the following within 60 days of the payment of the final invoice or statement: its own written declaration and the written declarations of subcontractors that the latter have received payment for the goods or services that are the subject of this Agreement. Should the contractor fail to send the declarations referred to in this paragraph to the contracting authority by the stated deadline, the contracting authority shall submit a proposal to the National Review Commission to initiate the misdemeanour proceedings referred to in point 2 of the first paragraph of Article 112 of the ZJN-3.

In both cases, the following shall be entered:

The contractor undertakes, in the event of any replacement of a subcontractor or the inclusion of a new subcontractor, to submit a written proposal or notice thereof to the contracting authority within five days of the change, to which it shall enclose the items of proof for the subcontractor referred to in the public contract tender documentation. The contracting authority shall issue an approval or rejection thereof pursuant to the fourth paragraph of Article 94 of the ZJN-3 within ten days of receipt of the proposal or notice from the contractor.

If the contracting authority establishes that the work has been carried out by a subcontractor that has not obtained the contracting authority's written consent, the contracting authority may withdraw from the Agreement.

The contractor shall be liable to the contracting authority for the entire performance of the services, regardless of the number of subcontractors.

Article 10

Trade secrets

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

The contractor shall deem all papers, specifications, plans, drawings, sketches, programs, models, samples, data, documents and information associated with the performance of this Agreement, and other information that the contractor obtains in connection with the performance of this Agreement and is unable to state at the moment, regardless of whether they are written or oral in nature, as trade secrets under this 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 Agreement, is not deemed to be a trade secret.

From the date of the entry into force of this 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 purpose of performance of this Agreement;
- it shall be used only for the purpose of performance of this Agreement;
- with the exception of disclosure to employees of the contractor, the 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;
- information shall not be disclosed in any way to third parties, except to those who as subcontractors are involved in the implementation of this Agreement, only in the segment that is required for the continuous performance of their contractual obligations.

All documentation received by the contractor shall be returned after this Agreement expires. In the event of a breach of the regulations governing trade secrets the contracting authority may cancel this Agreement without a period of notice, and in such event the contractor shall also be liable for damages.

The contractor gives the contracting authority its express consent and allows the contracting authority on the basis of this Agreement to store, process and provide all data and information on this Agreement or relating to this Agreement obtained by the contracting authority in any manner in connection with the performance of this Agreement or in the context of the business relationship under this 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 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 hereunder being used, stored, entered into 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.

Article 11

Personal data for business communication purposes

On the basis of this Agreement the contracting parties shall exchange and process data on the contracting authority/contractor and their contact persons/Agreement administrators (employees of the contracting authority/contractor or their contractual partners for implementation of the services under this Agreement). The personal data of the previously determined persons, such as work email, name and surname of contact person/administrator, telephone number, employee's computer IP, shall be used lawfully by the contracting parties for the purpose of fulfilling the contractual obligations agreed pursuant to this Agreement. This personal data shall remain subject to the administrative right held by the party at which the persons are employed, while the other party may process and retain this data only as long as legally required with respect to the administration and retention of business documentation together with personal data. After this time limit expires, the parties undertake to render anonymous the personal data in the documents or redact/delete it, except where it is permanently retained/archived.

Article 12

Processing and protection of (personal) data of postal services users

With regard to the subject of the Agreement on the conducting of measurements of the transit of test items, the contractor will learn the contracting authority's data relating to postal traffic as defined in Article 2 of this Agreement, including possibly the addresses of selected panellists, which in the case of individuals involve personal data pursuant to the relevant legislation governing data protection. In these services the contracting authority shall treat the contractor as the processor of data on behalf of and for the account of the contracting authority, as laid down in Article 28 of the EU General Data Protection Regulation (GDPR) and any currently valid personal data protection laws.

The personal data that the contractor becomes familiar with when implementing the subject of the Agreement are under the management rights that apply to the contracting authority's information systems and under the contracting authority's protection. The contractor undertakes to access the data in the scope and manner and under the instructions and supervision of the contracting authority, as set out in this Agreement.

The contractor shall not be entitled to export data to other media than those agreed to in this Agreement, nor may it export the data to other countries. If a need arises to transfer data to another data medium and/or from the building housing the contracting authority's data centres, or to export personal data to third countries for the performance of contractual obligations, the contractor shall undertake to reach an agreement with the contracting authority in advance and gain its consent on the manner of data transfer and the media to which the data is to be transferred. Regarding the transfer of data, the contracting authority shall conclude a written agreement as an annex to this Agreement with the contractor on the regulation of mutual obligations and the determination of proper protection of personal data, as imposed by the

provisions of the relevant laws governing the protection of (personal) data in electronic transactions in connection with data transfers.

The detailed technical instructions and levels of access allocated to the contractor for performing works on and in connection with the obligations under this Agreement are regulated by the conditions and procedures defined in the contracting authority's tender documentation and the further provisions of the Agreement, which adhere to the provisions of the contracting authority's bylaws regarding security in the business premises, buildings and information environment of the contracting authority.

Article 13

Security, organisational and other technical measures

When providing protection of the information environment in which data is processed, including personal data, the contracting authority shall comply with all legally prescribed requirements, good practices and standards in the area of IT system integration and information security in this area (e.g. ISO/IEC 27001:2013), and with the recommendations of the authorities competent for the protection of (personal) data.

The contracting authority has adopted bylaws, security policies, etc. relating to data protection on these grounds, through which it has established legal, organisational and corresponding 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 data confidentiality, personal data protection and information security in electronic transactions. This prevents 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 shall bind the contractor to put in place a system for the legal and secure provision of services hereunder, as briefed by the contracting authority on the legal bases and adopted measures and procedures in the previous paragraphs of this article, and at minimum as defined in Annex 1.

By signing this Agreement, the contractor ensures that it has put in place the required procedures, and that it shall protect the data of the users of devices and solutions or services as defined in Annex 1.

Article 14

Deletion or destruction of data

Any data and information found in information technology shall be managed by the contracting authority.

After this Agreement is terminated, the contractor shall enable the contracting authority continuous and secure export of all data that were generated or will be found on the contractor's software. All the reports, records and other forms of documents or databases that were processed for the fulfilment of obligations during the provision of services hereunder shall thus be transferred in a continuous and secure manner to the contracting authority onto another data medium. After transfer and handover, the contractor shall also delete all the contracting authority's databases and back-up copies generated on the basis of the implementation of this Agreement.

The contractor shall also delete and deliver to the contracting authority all the latter's databases and back-up copies at any time during the validity of this Agreement at the contracting

authority's request, if such databases or copies exist on media at the contractor, regardless of the reason for the request.

Prior to the transfer and deletion, the contracting authority shall be provided, as required, with the possibility of making screenshots or printouts of all advanced visualisations, diagrams, graphs and other visual elements.

The contractor shall permit the contracting authority's information security officer to observe the data transfer and deletion or destruction procedures.

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

Article 15

Monitoring data protection and breaches

The contracting authority or a person authorised by the contracting authority shall be entitled to monitor the fulfilment of the contractual obligations by the contractor under this Agreement, while the contractor shall enable the contracting authority to do so. The person performing the monitoring shall show the contractor the monitoring authorisation issued by the contracting authority.

The contracting authority or a person authorised by it shall be entitled to check the compliance of the security procedures and measures in place to protect data and information at the contractor, at least to the extent of the security requirements set out in the contracting authority's security policies and which are key elements defined in Annex 1, where it is assisted by a questionnaire on information security available at the Information Commissioner's website (https://www.ip-rs.si/varstvo-osebnih-podatkov/inspekcijski-nadzor/).

If data protection is breached, including personal data protection, the contractor shall immediately inform the contracting authority of the breach, no later than within 24 hours of the incident, by contacting the contracting authority’s 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 data protection (including personal data).

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

The contractor undertakes, taking into account the nature of processing under this Agreement, to assist the contracting authority with the appropriate technical and organisational measures, and when possible, in the fulfilment of its contractual obligations, to respond to requests and to exercise the rights of individuals.

The contractor shall not be liable for damages caused exclusively by the contracting authority in the fulfilment of this Agreement. If the contracting authority or any other person for whom the contracting authority is responsible is also responsible in addition to the contractor for causing damage or making the contractor’s position more difficult, the contractor’s liability for damages

shall be reduced proportionately. The extent of the liability, including contractual penalties, damages and all liabilities, shall be limited to one hundred (100) percent of the entire contractual value for the entire contractual period.

Article 16

Subcontracted processing

The contracting parties hereby agree that in order to provide the services under this Agreement, the contractor shall cooperate with the contractual partner defined in Article 9 of this Agreement *(provision to be appropriately written out in the case of notification of a subcontractor)*, which shall be deemed to be a subcontracted processor.

In the case of notification of a subcontractor, the Agreement allows the contractor to entrust certain tasks to a subcontracted processor, regarding which it must inform the contracting authority in the form of notification of a subcontractor as defined in Article 9 or the form of a special list, and must obtain from the contracting authority prior consent for the participation of a subcontracted processor in fulfilling the obligations under this Agreement.

The contractor undertakes to ensure that the same obligations to protect personal and other data and information that apply to it will also apply to all the subcontracted processors that will be approved 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) business days prior to the intended change, which allows the contracting authority to object to the intended change if so desired. The notification shall include identification 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) business days, the contracting authority shall be deemed not to object to the intended changes regarding subcontracted processing.

Article 17

Communication

All communications between the contracting parties shall be considered legally binding if executed in writing and sent by recorded or registered post. The contracting parties furthermore explicitly agree that electronic communications concerning each individual contract and its execution using electronic messages by authorised parties of the contracting parties or other authorised persons of the contracting parties, whose identity has been revealed, shall also be considered legally binding. It shall be deemed that the message is binding for the other contracting party on the day it is delivered to that party and accepted by that party, or the day it was first received by electronic means. The contracting parties explicitly agree that electronic communications shall not be used to withdraw from the Agreement, and that withdrawals shall be sent by registered post.

Final provisions

Article 18
Grounds for withdrawal

In the event that the contractor fails to perform the obligations from the Agreement in a timely manner and/or to the requisite level of quality, or breaches other provisions of this Agreement in any other way, the contracting authority shall notify it thereof in writing (by email) and set an additional deadline of eight (8) days to rectify the breach.

In the event that the contractor fails to cease and desist and/or to rectify the breach of obligations hereunder despite receipt of a warning and an additional deadline to rectify the breach, the contracting authority shall be entitled to withdraw from the Agreement in a written notice, and without a period of notice.

The contracting authority shall notify the contractor of its withdrawal by means of a notice of withdrawal sent by registered post. This Agreement is terminated on the day following receipt of the notice of withdrawal unless the contracting authority in its notice specifies a later date for the termination of the Agreement. If the postal item containing the notice of withdrawal cannot be delivered to the contractor for any reason, the Agreement shall cease to be valid eight (8) days after the date on which the postal item was posted at the post office.

The contracting authority will bar a contractor who withdraws from the Agreement under this article from participating in the contracting authority's other public tender procedures for the next three (3) years.

The contracting authority may withdraw from this Agreement at any time without stating a reason, with a two (2) months 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 Agreement shall start on the day after receipt of the notice of withdrawal. 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 of the contracting authority from the Agreement, the parties agree that the contractor is entitled to claim compensation for damages incurred as a result of termination before the expiration of the Agreement, calculated for a maximum period a notice period of 2 (two) months, including the maximum from the date of transmission of the notice to the counterparty, as set out in this paragraph of this article of the Agreement.

In the event of withdrawal from the Agreement under the provisions of this Article, the contractor shall not be entitled to damages or to any other claim.

Article 19
Responsibility in the supply chain

The contractor is required to comply with the principles and provisions of the Code of Conduct for Pošta Slovenije Group Suppliers, which is annexed to this Agreement (hereinafter: the Code).

At the request of the contracting authority, during the validity of the Agreement the contractor shall, no more than once a year, submit either a) a written self-assessment of compliance with the Code on a form to be specified by the contracting authority or b) a written report in a format approved by the contracting authority, describing the activities that the contractor has

undertaken or will undertake to ensure compliance with the principles of the Code. It shall be up to the contractor which option it chooses.

The contracting authority, or persons of its choice approved in advance by the contractor, shall be entitled to carry out inspections or audits to verify the contractor's compliance with the principles of the Code during the period of providing services under this Agreement, including at the contractor's business premises and locations at which it carries out its business activities.

Such inspections may be carried out during the period of validity of this Agreement, no more than once a year and only upon prior written notice at least 10 business days before the start of the planned inspection, during regular working hours, in accordance with the rules on the protection of personal data, in such a way as to minimise disruption to the contractor's business activities and to avoid any breach of the contractor's obligations to protect its business secrets vis-à-vis third parties. The contractor shall cooperate as appropriate in the performance of the inspections. Each party shall bear its own costs of such inspections.

The contracting authority shall be entitled, without prejudice to any other rights, to withdraw from this Agreement or cancel an order form issued thereunder in the event of a) repeated breaches of the principles of the Code established in a court ruling and b) prevention of the performance of inspections in accordance with the preceding paragraphs, without liability to the contractor. Withdrawal from the Agreement or cancellation of orders in the above cases shall be permissible only on the basis of prior written notice of the breaches, with a reasonable period of time given for the rectification of the breach.

Serious breaches of the principles of the Code shall include, among other things, non-compliance with the provisions on the prohibition of child labour, corruption and bribery and the provisions of the valid regulations governing environmental protection. In the event of non-compliance with the provisions of the Code prohibiting child labour or deliberate breaches of the relevant provisions of the Code on the protection of the environment, the contracting authority may withdraw from the Agreement without notice and without giving the contractor additional time to remedy the breaches.

Article 20

Condition subsequent

This Agreement is concluded under a condition subsequent which shall apply if during the validity of the 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 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 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 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 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 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 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 Agreement shall be fulfilled, under the condition that the 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 Agreement, the Agreement shall be deemed null and void as of the date of concluding a new Agreement on performance of the public contract. The contracting authority shall notify the contractor of the date on which the new 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 Agreement, the Agreement shall be deemed void on the sixtieth (60) day after the contracting authority learned of the breach.

Anything not expressly covered in this article of the Agreement shall be subject to the provision of the Public Procurement Act regulating the condition subsequent in connection with the awarding of a public contract under this Agreement.

Article 21

Human rights

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 22

Anti-corruption clause

This Agreement shall be null and void if anyone on behalf of or on account of the other contracting party affords, promises or offers any undue benefits to the contracting authority, its representative or agent in order to obtain business, conclude business under more favourable conditions, or bring about the omission of due supervision of the implementation of contractual obligations hereunder or other acts or omissions by which the contracting authority incurs damage and/or either of the contracting parties is enabled to acquire undue benefits.

Article 23

Force majeure

The parties to the Agreement shall not be liable for any breach hereof if the inability to fulfil the 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. Each of the parties to the Agreement shall be obliged to notify the other party of the appearance of such an event in writing without delay.

Article 24

The Agreement administrator on the side of the contracting authority is _____, telephone number _____ and email _____.

The Agreement administrator on the side of the contractor is _____, telephone number _____, email _____.

Article 25

Either contracting party may propose amendments to this Agreement at any time, which shall be agreed upon and formalised in writing in the form of annexes to the Agreement, taking account of and only to the extent of binding provisions of the Public Procurement Act. If the amendments to the Agreement are not formalised in a written annex hereto, the proposed amendments shall be considered invalid.

Article 26

The contracting parties hereby agree that Slovenian law and the law regulating contractual obligations shall apply to the regulation of their contractual relations, unless they are otherwise regulated in this Agreement.

Article 27

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

Article 28

This Agreement has been concluded in two (2) copies in English and two (2) copies in Slovene, with each contracting party receiving one (1) copy in Slovene and one (1) copy in English. In the event of discrepancies between the documents the Slovene version shall prevail.

Article 29

This Agreement is concluded on the day it is signed by both contracting parties, and shall be valid from the start of the period of performing the obligation of measurement under this Agreement until 31 December 2025.

Maribor,

CONTRACTING AUTHORITY:
POŠTA SLOVENIJE d.o.o.