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Pošta Slovenije d.o.o.

Procurement

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TENDER DOSSIER

Subject:

**Awarding of a public contract award in a
negotiated procedure with prior publication**

**Purchase of new or reconditioned lightweight
electric tricycles with maintenance**

Public contract no
0034/2024/0034/JNB/6

Procurement no
1100002491



INVALIDOM
PRIJAZNO
PODJETJE

Pošta Slovenije d.o.o.

Maribor District Court. Registration no: 5881447000. Activity code: 53.100. Chair of Supervisory Board: Urška Kežmah
Share capital: EUR 121,472,482. Current account no: SI56 0451 5000 1110 867. Current account no: SI56 0228 0001 6990 351. Current account no:
SI56 1010 0005 8717 393.

VAT ID no: SI25028022

INVITATION TO TENDER

Pursuant to the Public Procurement Act (hereinafter: the ZJN-3), Pošta Slovenije d.o.o., of Slomškov trg 10, Maribor, invites tenderers to submit written tenders in accordance with the tender dossier for the award of a public contract in a negotiated procedure with prior publication of a contract notice for the »Purchase of new or reconditioned lightweight electric tricycles with maintenance«.

Tenderers shall submit their applications (and tenders in Phase 2) to the e-JN (electronic public procurement) information system at <https://ejn.gov.si>, in accordance with point 3 of the Instructions for using the e-JN information system for the electronic submission of tenders: TENDERERS (hereinafter: Instructions for the use of e-JN), which are part of this tender dossier and are available at <https://ejn.gov.si>.

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

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

Applications shall be deemed to have been submitted on time if the Contracting Authority receives them via the e-JN system at <https://ejn.gov.si> **by 12:00 noon on 06. november 2024.** An application is deemed to have been submitted if it is designated as "SUBMITTED" in the e-JN information system.

A tenderer may withdraw or revise its application (and tender in Phase 2) up until the deadline for the submission of applications. If a tenderer withdraws its tender from the e-JN information system, the tender will be regarded as not having been submitted and the Contracting Authority will not be able to see it in the e-JN system. If a tenderer revises its tender in the e-JN information system, the latest submitted tender will be available to the Contracting Authority in the system.

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

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

INFORMATION REGARDING THE OPENING OF TENDERS

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

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

The opening process shall take place with the e-JN information system displaying the tenderer's details and the variants (if required or permitted) automatically at the time set for the public opening of tenders and enabling access to the pdf document that the tenderer uploads to the e-JN system under the »Total tender price« section, part "Tender pro forma invoice". 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: **Natli Podgrajski Hren**, phone no. +386 2 449 2384, natli.podgrajski@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 will award the "Purchase of new or reconditioned lightweight electric tricycles with maintenance" contract as a **single and indivisible public contract**. The tenderer may offer new or reconditioned tricycles.

The procedure will be conducted in two phases. In the first phase, after receiving the applications and analysing the tenders, the contracting authority will recognise the capacity of those tenderers that meet the conditions of the public contract and invite them to submit tenders (pro forma invoice and prices).

In the second phase, one or more rounds of negotiations will be held with qualified tenderers. The contracting authority will set out the manner and content of the negotiations in the invitation to tender sent to the candidates whose capacities are recognised.

If the contracting authority finds, after announcing and conducting the final round of negotiations, that all the tenders received exceed the funds available to it, it reserves the right to conduct a further round of negotiations.

After the negotiations have been completed, the contracting authority shall evaluate the tenders in accordance with the criteria set out in the tender dossier.

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

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/subcontractors

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,
- submit the completed European Single Procurement Documents (ESPD) of those subcontractors in accordance with Article 79 of the ZJN-3; and
- 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, third and fourth 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 dossier

Pursuant to Article 67 of the ZJN-3, the contracting authority shall publish the dossier 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 dossier.

After the expiry of the deadline for the receipt of tenders, the contracting authority may no longer amend or supplement the dossier 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 dossier relating to the public contract award if it appears from the content of such information that this information amends or supplements the contract documents or that the clarification eliminates ambiguities therein.

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

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

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 dossier 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 Terms of payment

The payment deadline shall be thirty (30) days after the invoice is received from the contractor following acceptance of the vehicles by the contracting authority or the provision of maintenance services.

A delivery note approved by the contracting authority (for the purchase of the tricycles) shall be enclosed with the invoice.

For vehicle maintenance, a work order shall be enclosed with the invoice, signed by the contracting authority, for the service provided. The work order shall contain the following details:

- the location of provision of the service
- the date of provision of the service
- the type of service provided
- the number of hours worked
- a specification of the materials used
- the name, surname and signature of contractor and contracting authority.

The invoice date may not be earlier than the date of provision of the services. The invoice must contain a reference to the procurement number, which will be provided to the tenderer by the

contracting authority's framework agreement administrator after the conclusion of the framework agreement, and the framework agreement number.

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.

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

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

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.

Prices in the tender shall cover all costs that the tenderer will incur in the course of performing the contract.

The price for the purchase of an electric tricycle shall include:

- production of the vehicle, including compulsory and additional equipment
- delivery of the vehicle within the area of the contracting authority's business unit
- manufacturer and application of stickers bearing the contracting authority's logo
- any other costs

The price for maintenance shall include:

- a discount on the prices in the official price list for original replacement parts or replacement parts equivalent to originals (%)
- the vehicle maintenance prices (EUR/hour):

- vehicle mechanic works
- vehicle metal works
- vehicle painting works
- prices for towing a vehicle, to include transport, loading, unloading and any other costs
- price of leasing a replacement vehicle (EUR/day)
- vehicle cleaning prices (EUR/vehicle)
- tyre service prices (in EUR per tyre)
 - reassembly (must include the whole service, i.e. dismantling, assembly, centring and mounting)
 - centring only
 - mounting only
 - tyre patching (injection)

Tenderers shall give prices for service provision and the discount for original replacement parts or parts equivalent to originals in the "Tender pro forma invoice" form.

The prices per hours worked shall be billed as the actual amount of time spent on repair and maintenance work. This means that billing for portions of time smaller than one hour must be possible (e.g. quarter or half hours).

The price for a particular type of work must be uniform regardless of the complexity of the work.

The contracting authority does not undertake to have tyre-related or small-scale maintenance work, such as the replacement of brake pads, lights, mirrors, etc., done by a single provider.

The contractor shall ensure that any used tyres that it has replaced are stored free of charge. The contractor also undertakes to arrange for the disposal and removal of unusable parts, oils and tyres free of charge.

In the case of repairs covered by an insurer, the hourly rates or prices set by the insurer shall apply. The billing calculation shall be made on the basis of work actually done.

The contracting authority shall be charged a maximum of two per cent (2%) of the cost of ancillary equipment on the basis of the bill of materials, where the sum may not exceed EUR 8.00.

The contractor shall retrieve the vehicle from and deliver it to the contracting authority's location as per an agreement reached in advance by telephone. The contracting authority shall cover the costs of transporting a vehicle to and from the service location that covers the area of the contracting authority's business unit. If the contractor takes a vehicle to a service location covering the area of another of the contracting authority's business units, it shall cover the costs of transporting the vehicle to and from that other location.

E.g.: If the contractor performs maintenance services on a vehicle from the Ljubljana area outside that area (e.g. in Celje), it shall also cover all the costs of transporting the vehicle to and from the maintenance location in Celje.

The tenderer or Contracting Authority may propose a change (increase or decrease) in prices with respect to movement in the consumer price index according to figures for the past year from the Statistical Office of the Republic of Slovenia one year from the date of commencement of the services (applicable for the maintenance of the vehicles) or from the date of the last change in the prices. A proposed change in prices shall be sent at least fifteen (15) days prior to the proposed date for the aforementioned change. On the basis of the proposed change in prices, the Contracting Parties shall, **following preliminary negotiations**, adjust prices **by no more than the increase or decrease in the consumer price index according to figures for the last year from the Statistical Office of the Republic of Slovenia**. The Contracting Parties shall undertake to **carry out a price change** and confirm said change by concluding an annex to the agreement, in which the date of validity of the new prices is also set out.

1.12 Criteria

The evaluation criterion is the most economically advantageous tender. The contracting authority shall evaluate tenders for the **purchase of new or reconditioned lightweight electric tricycles with maintenance** according to the following criteria:

Criterion 1 (Cr 1): Price (75 points) The tender with the lowest total price for the purchase of electric tricycles shall receive the maximum number of points. All other tenders shall receive a correspondingly lower share of points under the following formula:

$$N = \frac{T_{\min}}{T(1..x)} \times N(\max)$$

Where:

- **N** – number of points
- **T_{min}** – the tender with the lowest price
- **T(1..x)** – the value of a specific tender
- **N(max)** – the maximum number of points

Criterion 2 (Cr 2): Service network (7 points) The tender with the densest service network shall receive the maximum number of points. All other tenders shall be awarded a correspondingly lower share of points. An evaluation shall be made of the density of the network of service workshops with human resource and technical capacity to carry out repairs of electric tricycles during and outside the warranty period. Only one stationary service unit in a settlement or town will be considered for the purpose of awarding points.

$$N = \frac{T(1..x)}{T_{\max}} \times N(\max)$$

Where:

- **N** – number of points
- **T_{max}** – highest number of service locations in the network
- **T(1..x)** – number of service locations within an individual tender's network
- **N(max)** – the maximum number of points

Criterion 3 (Cr 3): Warranty period for a complete vehicle (excluding battery) (3 points) The tender with the longest extended warranty period beyond 36 months shall receive the maximum

number of points. A tender offering 36 months shall receive 0 points. Only a tender with a warranty longer in monthly terms than that required by the contracting authority will be awarded points under this criterion.

All other tenders will be awarded a correspondingly lower share of points. The warranty period shall be stated in months.

Points calculation formula:

$$N = \frac{(T(1..x) - 36 \text{ months})}{(T_{\max} - 36 \text{ months})} \times N(\max)$$

Where:

- **N** – number of points
- **T_{max}** – longest warranty period (highest number of months)
- **T(1..x)** – warranty period of an individual tender
- **N(max)** – maximum number of points

Criterion 4 (Cr 4): Warranty period for the battery part of the vehicle (7 points) The tender with the longest extended warranty period beyond 84 months shall receive the maximum number of points. A tender offering 84 months shall receive 0 points. Only a tender with a warranty longer in monthly terms than that required by the contracting authority will be awarded points under this criterion.

All other tenders will be awarded a correspondingly lower share of points. The warranty period shall be stated in months.

Points calculation formula:

$$N = \frac{T(1..x) - 84 \text{ months}}{(T_{\max} - 84 \text{ months})} \times N(\max)$$

Where:

- **N** – number of points
- **T_{max}** – longest warranty period (highest number of months)
- **T(1..x)** – warranty period of an individual tender
- **N(max)** – maximum number of points

When evaluating the tenders for the service part of the public contract, consideration shall be given to any discount on the price in the tenderer's official price list for replacement parts, the price per working hour for vehicle mechanic works, transport prices, the price of leasing a replacement vehicle, and the price of tyre services.

- Criterion 5 (Cr 5): Highest discount (in %) on the prices in the official price list for original replacement parts or parts equivalent to originals (12 points)

In calculating the points under **Criterion 5**, the contracting authority will award the highest number of points to the tenderer with the highest discount. All other tenderers shall receive a correspondingly lower share, under the following formula:

$$N(\text{level of discount}) = \frac{T(1..x)}{T_{\max}} \times N(\max)$$

Where:

- **N** – number of points for the discount criterion
 - **T_{max}** – highest discount
 - **T(1..x)** – discount in the individual tender
 - **N(max)** – maximum number of points
- **Criterion 6 (Cr 6) – 11 points** lowest price per working hour (in EUR excl. VAT) for vehicle mechanic works;
 - **Criterion 7 (Cr 7) – 2 points** awarded for the price of transporting a vehicle at a distance A = 50 km **for a city journey**. City journeys are journeys of up to 25 km in one direction.
 - **Criterion 8 (Cr 8) – 2 points** awarded for the price of transporting a vehicle at a distance A = 100 km **for a longer “regional” journey**.

Example of the calculation of the price of a journey for **Cr 7 and Cr 8**:

- distance travelled is A km;
- mileage is X EUR/km

prices of vehicle transport = A*X

- **Criterion 9 (Cr 9) – 2 points** lowest price per day for leasing a replacement vehicle.
- **Criterion 10 (Cr 10) – 4 points** lowest total price for tyre services

Calculation of points for criteria Cr 6, Cr 7, Cr 8, Cr 9 and Cr 10 – lowest price:

The contracting authority will award the maximum number of points for the tender with the lowest tender price for the following criteria: **Cr 6, Cr 7, Cr 8, Cr 9 and Cr 10**. The other tenders will receive a correspondingly lower number of points according to the formula below.

The calculation formula is:

$$N = \frac{T_{\min}}{T(1..x)} \times N(\max)$$

Where:

- **N** – number of points
- **T_{min}** – the tender with the lowest price
- **T(1..x)** – the value of a specific tender
- **N(max)** – the maximum number of points

The most advantageous tender may, for purchase and servicing together, achieve a maximum **125 points** under the criteria.

We reserve the right to use tyre services solely as required or from other providers as well.

If two or more tenderers achieve the same number of maximum points, the contracting authority shall select the tenderer that submitted their tender to the e-JN system first.

1.13 Framework agreement

Tenderers shall **complete** the sample framework agreement, **sign and scan** it and enclose it in the tender, thus confirming that they agree with the sample framework agreement.

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

The framework 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 dossier (e.g. consumer price index ...);
- additional services;
- unforeseen circumstances;
- the replacement of the Contractor; or
- an immaterial change, regardless of the value.

1.14 Data protection

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

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

1.15 Suspension of the procedure

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

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

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

1.16 Termination of contractual obligations

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

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

1.17 Review/Revision of the procedure

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

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

The applicant must simultaneously send a copy of the request for review to the ministry responsible for finance. The contracting authority must notify the tenderers who submitted tenders in the public procurement procedure about the lodging of the request for review within three 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 €4,000 if the request for review relates to the content of the notice, the invitation to tender or the tender dossier.

The transaction account number is: 01100-1000358802.

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

1. Template 11

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

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

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

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

1.18 Security/bank guarantees

1.18.1 Performance bond for the purchase of new or reconditioned lightweight electric tricycles

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

The selected tenderer shall submit an original performance bond no later than ten (10) days after the framework agreement is concluded, **regardless the value of the tender**, amounting to ten per cent (10%) of the total value of the tender for the **purchase of lightweight electric tricycles**.

The performance bond must remain valid for thirty (30) days after the delivery of the last lightweight electric tricycle.

The contracting authority shall redeem the performance bond:

- if the order is not fulfilled in accordance with the requirements set out in the tender dossier and the framework agreement;
- if the contractor fails to submit a warranty bond on time.

If the contractor fails to correct the faults by the agreed deadline, the contracting authority may correct them at the contractor's expense. In order to cover these costs, the contracting authority may redeem any performance bond it still possesses under the contractual provisions.

The performance bond shall include a provision that clearly states that the 2010 revision of the Uniform Rules for Demand Guarantees (URDG) issued as MTZ 758 shall apply to this bond.

1.18.2 Warranty bond for the purchase of new or reconditioned lightweight electric tricycles

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

The selected tenderer shall submit an original warranty bond **irrespective of the value of the tender**. With this bond (original document) the bank shall unconditionally and without reservation undertake to pay, at the contracting authority's first written demand and regardless of any objection by the tenderer, a sum amounting to five per cent (5%) of the contractual value of the **purchase of lightweight electric tricycles** if the contractor fails to meet its obligations arising from the warranty obligations during the warranty period or the period for which the warranty is valid. The warranty bond shall be valid for a further thirty (30) days after the expiry of the warranty period for mechanical vehicle parts and rechargeable power batteries.

The performance bond shall include a provision that clearly states that the 2010 revision of the Uniform Rules for Demand Guarantees (URDG) issued as MTZ 758 shall apply to this bond.

The selected contractor shall submit the guarantee/bond no later than five (5) business days prior to the first delivery of vehicles.

2 CONDITIONS OF PARTICIPATION / SELECTION CRITERIA

Tenders that do not fulfil (provide evidence of meeting) all of the criteria described below shall be deemed unacceptable and excluded from the procedure. **In order to meet the criteria in this phase, the tenderer is required to submit (to satisfy the conditions C1–C8) a completed ESPD form for this public contract (in the event of partnership tenders, an ESPD form shall be submitted for each separate partner, and an ESPD form shall also be submitted for each registered subcontractor).**

The economic operator shall download the contracting authority's ESPD form (XML file) from the ESPD page on the Public Procurement Portal (<http://www.enarocanje.si/ESPD/>), and shall enter the required data directly into it.

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

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

Tenderer that submit tender in the e-JN system shall upload its own ESPD under "ESPD – tenderer", and ESPDs from other participants under "ESPD – other participants". Tenderer that submit tenders in the e-JN system shall upload an electronically signed ESPD in xml. form or an unsigned ESPD in xml. form (or in pdf.format), whereby in the latter case, in line with the General Terms and Conditions of Use of the e-JN Information System, a legally binding document shall be deemed to have been submitted, that has the same validity as a signed document.

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

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

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

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.

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

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

The tenderer shall also enter in the ESPD the personal identification numbers (EMŠO) of the members of the management, executive or supervisory bodies of the tenderer or of the persons who have powers of representation, decision-making or control therein. This enables the contracting authority to inspect the official records in the e-Dosje system.

- 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.

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

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

In the event of a joint tender, each of the partners must meet the criterion in the scope of the contract for which they are responsible.

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

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

In the event of a joint tender, each of the partners must meet this criterion.

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

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

In the event of a joint tender, each of the partners must meet this criterion.

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

- C6** **A tenderer shall be excluded from the procedure** if significant or constant deficiencies appeared in the previous agreement on the implementation of a public contract concluded with the contracting authority regarding the 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.

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

- C7** A tenderer shall be excluded from the procedure if the contracting authority demonstrates, using appropriate means, that the tenderer has committed grave professional misconduct such as to compromise its integrity.

In the event of a joint tender, each of the partners must meet this criterion. In the event that the tenderer is acting with subcontractors, the condition must be met by those subcontractors.

Proof:

The tenderer shall submit a correctly completed ESPD (Section C: Grounds relating to insolvency, conflicts of interests or professional misconduct).

- C8** If the tenderer offers to implement the contract with subcontractor(s), it must present the dossier in accordance with section 1.5 of the tender dossier (an ESPD form is required for each subcontractor).

The contracting authority shall reject a subcontractor if any of the grounds for exclusion exist, in accordance with conditions C1, C2, C3, C4, C5, C6 or C7.

SPECIAL CONDITIONS:

C9: Service network

The tenderer shall submit a list **showing the service network** of service workshops that have the **requisite human resource and technical capacities and all the necessary equipment and tools** to service and maintain the mechanical parts and vehicle battery packs, and their locations **in Slovenia**.

The service workshops designated as part of the service network must also have mobile units. The list **must show the number of vehicles** delegated to the mobile unit, which must respond no later than two (2) hours after receiving the call to act. A mobile unit must be available by telephone from 6 am to 4 pm, Monday to Friday. **Service and mobile units must have replacement vehicles.**

The tenderer **must have a service workshop in every business unit** (Celje, Koper, Ljubljana, Maribor) technically competent to service vehicles in accordance with this condition.

Proof: tenderer's list **with addresses of service workshops in the service network** and the number of vehicles delegated to the mobile unit + signed DECLARATION form

The contracting authority shall visit service workshops and check their human resource and technical capacities.

C10: A tenderer shall have at least one authorised service workshop with the human resource and technical capacity to maintain electric tricycles during and outside the warranty period in Slovenia.

Proof: signed DECLARATION form

C11: Regular service inspections

The tenderer shall produce a timetable of regular service inspections for the **first eight (8) years of use**, for three scenarios of vehicle use intensity as expressed by annual number of kilometres driven:

- up to 10,000 km driven annually;
- between 10,000 and 20,000 km driven annually; and
- over 20,000 km driven annually.

Account must be taken of the fact that the journeys are of short or medium distance (door-to-door, frequent stopping, starting, braking). Regular maintenance operations must be carried out in accordance with the manufacturer's prescribed service intervals. Regular service inspections shall cover the work performed, consumables and replacement parts. The following details shall be given for every regular service inspection:

- the type of task/work, number of hours worked and the labour costs in EUR (excluding VAT);
- a specification, the quantities and the value of the replacement parts and consumables in EUR (excluding VAT).

The timetable of regular service inspections must be drawn up correctly, i.e. may not be contrary to the prescribed maintenance intervals in the service booklet.

Proof: timetable with calculations

C11a: All the service workshops mentioned by the tenderer shall carry out maintenance operations in accordance with the timetable of regular service inspections submitted.

Proof: signed DECLARATION form

C12: Special maintenance or repairs

As part of regular maintenance/repair operations, the tenderer shall compile information on the faults most common for the type of vehicle offered in the tender, specifically:

- a specification, the quantities and the value of the replacement parts and consumables in EUR (excluding VAT).
- the anticipated time required for repairs and the recommended values for work in EUR (excluding VAT).

Labour costs and consumables shall be stated using the same methodology as for regular maintenance.

Proof: calculation produced

C13: Authorised seller

A declaration stating that the tenderer is an authorised seller for the vehicles that it is offering.

Proof: own declaration

C14: Vehicle warranty

The tenderer shall submit its own declaration for:

- The general warranty for the entire vehicle (excluding battery) shall be not less than thirty-six (36) months without limitation of number of kilometres driven.
- The warranty for the in-built accumulator battery shall be not less than eighty-four (84) months.

The warranty shall take effect on the day the handover record is signed by the contracting authority and the tenderer.

Proof: own declaration

C15: Warranty for the manufacture and application of stickers

The tenderer shall submit its own declaration of warranty for the manufacture and application of stickers for a period of not less than eight (8) years. The warranty shall take effect on the day the handover record is signed by the contracting authority and the tenderer. The contractor undertakes to remedy defects that appear in the course of normal use during the warranty period free of charge.

Proof: own declaration

C15a:

The selected tenderer shall notify the contracting authority before beginning to apply stickers to a vehicle, and define the details of application during a vehicle inspection with the contractor responsible for sticker application (trimming, siliconing, etc.).

Proof: signed DECLARATION form

C16: Training

The tenderer shall, as required, organise education and training of at least two (2) hours for vehicle fleet managers on the correct and effective use of electric tricycles and post-sales activities in relation to electric tricycles in all areas covered by business units.

Proof: signed DECLARATION form

C17: Documents

The tenderer shall submit official documents from the manufacturer for the vehicles offered. Those documents shall show the technical characteristics of the vehicle (as required in the technical characteristics form).

Proof: official documents from the manufacturer

C17a: The selected tenderer shall, upon delivery of vehicles, enclose the type-approval or certificate of conformity and the instructions for use in the Slovenian language, and the warranty and service booklets, for each individual vehicle. The tenderer shall compile a shorter set of instructions for maintenance and use/warnings (A4 format).

Proof: signed DECLARATION form

C18: Replacement parts

A **declaration** by which the tenderer undertakes to secure all replacement parts from authorised service workshops or the central company, as a rule within twenty-four (24) hours and no later than within three (3) business days. Services involving the installation of materials shall be billed in accordance with the contractor's valid official price list, minus the discount offered in the tender pro forma invoice. The tenderer shall submit its current valid official price list at the contracting authority's request.

A **declaration** by which the tenderer undertakes to enable the contracting authority to purchase replacement parts should it so require. The tenderer may not limit the quantities of replacement parts available to the contracting authority.

A **declaration** by which the tenderer undertakes, at the contracting authority's request, to install new, reconditioned or used replacement parts that may also be provided by the contracting authority.

A **declaration** to the effect that the tender will adhere to the instructions of the manufacturer of the vehicles and the valid regulations and standards when performing the contractual works, and will provide the contracting authority with regular updates on the condition of the vehicles and propose reasonable solutions for their maintenance.

Proof: 4 x tenderer's declaration

C19: First service

The tenderer undertakes to carry out a free-of-charge first service on every electric tricycle prior to delivery.

Proof: signed DECLARATION form

C20: Fulfilment of technical characteristics

The tenderer shall complete the "Technical characteristics" annex showing details of the fulfilment of the technical characteristics.

Proof: a fully completed "Technical characteristics" table

C21: Testing

The contracting authority shall, where required, conduct testing of the lightweight electric tricycles prior to the issuing of the decision on the tenderers' capacities. The testing methodology and location shall be uniform for the vehicles offered in the tender. The testing shall cover compliance with the technical characteristics (those set out in the "Technical characteristics" form).

Proof: the tenderer **submits a declaration** to the effect that it shall deliver a sample vehicle to the contracting authority at the latter's request.

C22: Maintenance training for the contracting authority's staff

The contracting authority requires its own maintenance staff to be trained in maintaining the electric tricycles as per the tenderer's maintenance scheme. This means that the contracting authority expects a specification of the precise scope and inventory of works, as well as written instructions for the performance of maintenance works that the contracting authority can carry out itself. The tenderer shall determine the time and method of the required training in agreement with the contracting authority.

Proof: signed DECLARATION form

C23: Replacement vehicles

The tenderer undertakes to provide replacement electric tricycles (or other suitable replacement vehicles) when carrying out warranty repairs on the electric tricycles covered by the tender during the warranty period.

The selected contractor shall also provide the contracting authority with suitable replacement vehicles when carrying out all types of maintenance work. There shall be no charge for leasing a replacement vehicle if the value of a single instance of repair exceeds EUR 650 (including VAT), if the repair work takes four or more business days to complete, and if the contractor fails to adhere to the delivery deadlines for replacement works or the deadlines for the completion of repair work. The replacement vehicle lease fee shall be billed per business day and not on Sundays or holidays.

Replacement vehicles must be free of technical defects and have the valid vehicle licences. The vehicles that the contractor offers the contracting authority as replacement vehicles must be insured (motor casco insurance with a maximum one per cent (1%) deductible, and motor liability insurance +). The contractor shall cover maintenance, registration and insurance costs and the costs of any damage to replacement vehicles (with the exception of damage caused by negligent conduct).

If the contractor fails to provide a replacement vehicle, the contracting authority shall lease a suitable vehicle from another provider (e.g. car rental service). The contracting authority shall bill the contractor for the cost of leasing a replacement vehicle from another provider.

The contractor shall not bill for a replacement vehicle in the case of repairs covered by an insurer.

The tenderer may not limit the quantity of replacement vehicles it supplies.

Proof: signed DECLARATION form

C24: Tenderer's capacity

The tenderer must have taken part in at least one e-vehicle maintenance education or training programme in the last three (3) years (up to the date of the publication of the invitation to tender) organised by e-vehicle manufacturers or their authorised distributors in Slovenia. The tenderer must have an agreement in place with those manufacturers or authorised distributors for Slovenia for the supply of replacement parts.

Proof: Written confirmation from the manufacturer or authorised distributor for Slovenia must be enclosed with the tender proving that the tenderer has taken part in at least one e-vehicle maintenance education or training programme in the last three (3) years (up to the date of the publication of the invitation to tender) and that it has an agreement in place for the supply of replacement parts.

C25: Costs of non-recognition of warranty

The tenderer undertakes to settle all costs arising from the non-recognition of a warranty by the vehicle manufacturer or exclusive representative for the make of the vehicle as a result of inadequate repairs, the incorporation of unsuitable replacement parts, or the failure to adhere to the manufacturer's instructions and standards in relation to vehicle maintenance or repair. The declaration shall state the person responsible at the tenderer for handling complaints from the contracting authority regarding the work of a service workshop or resolving any disagreements.

Proof: signed DECLARATION form

C26 Towing and storage of damaged vehicles

If a vehicle is unusable as a result of damage or defects, the contractor shall be required to tow the vehicle to the service workshop using its own or a leased towing service. The contractor undertakes to provide the contracting authority at its request with a space in which a damaged or defective vehicle may be placed.

Proof: signed DECLARATION form

C27: Warranty

The warranty period for installed replacement parts and work performed in installing replacement parts is not less than twelve (12) months. The contractor shall resolve all justified complaint claims free of charge within ten (10) calendar days of receiving the written complaint. The contractor shall notify the contracting authority of the status of its complaint claim within twenty-four (24) hours.

Proof: the tenderer enters the warranty period in the pro forma invoice.

C28: Waste replacement parts

The tenderer undertakes to recycle end-of-life replacement parts, waste material and end-of-life/worn out consumables in accordance with the environmental regulations in force and at its expense.

Proof: signed DECLARATION form

C29: Other services

The contracting authority reserves the right to make use of other services from the contractor that the contractor provides if this is cost-effective for the contracting authority. In such cases, the services shall be billed for in accordance with the valid price list.

Proof: signed DECLARATION form

C30: Working hours

The contractor also undertakes to perform works outside normal working hours and on Saturdays, and to provide a replacement vehicle in the case of a breakdown. The tenderer shall enter the working hours in the sample framework agreement.

Proof: completion of the Framework Agreement form

C31: Electronic data transfer

The contractor shall electronically transfer information on maintenance costs from its information system to that of the contracting authority at the latter's request. Protocols regarding electronic data exchange shall be agreed by the contractor and contracting authority subsequently.

Proof: signed DECLARATION form

3 INSTRUCTIONS FOR COMPILING THE TENDER

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

During the application submission stage (phase 1), the tenderer shall submit all of the required proofs of meeting the conditions and requirements, and the documents and data on the subject of the public contract and the technical characteristics, except for the tender quote (Tender pro forma invoice – prices), which shall be submitted during the tender submission stage (phase 2) after receipt of a request from the contracting authority.

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

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

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

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 framework 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 DESCRIPTION OF CONTRACT – TECHNICAL SPECIFICATIONS

4.1 Subject of the contract

The contract covers the procurement of 60 new or reconditioned lightweight electric tricycles and the maintenance of those tricycles for a period of five (5) years. Table 1 gives a detailed breakdown of the number of vehicles to be procured for each business unit.

Table 1: Breakdown of number of electric tricycles

Seq no	Business unit	No of electric tricycles
1.	Celje	10
2.	Koper	13
3.	Ljubljana	22
4.	Maribor	15
		60

The contracting authority reserves the right to change the number of electric tricycles it wishes to procure or change the numbers to be assigned to each business unit prior to delivery. Maintenance will be carried out in the same areas.

Other definitions

- The selected tenderer/supplier shall furnish all electric tricycles with the required stickers prior to their dispatch to the area covered by a business unit. The contracting authority shall provide detailed information regarding the form and content of the stickers, and specify where they are to be applied. The contracting authority shall detail the precise dimensions and positions when the vehicle supplier is selected, and when the dimensions and forms are known more exactly.
- The contracting authority shall, where required, check compliance with the technical characteristics on the sample vehicle provided by a tenderer. A tenderer shall deliver a sample electric vehicle at the contracting authority's request and within seven (7) calendar days of that request. The timing and precise location of delivery must be coordinated in advance with the contracting authority's responsible person (Boris Rajter, Tel: +386 02 449 2257). The contracting authority may, if required, test the vehicle in the field (minimum three days). If the test shows deviations from the required technical characteristics as set out in the tender dossier, the contracting authority shall be entitled to exclude the tenderer from further selection procedures designed to find the most qualified and advantageous tenderer. The costs of verifying the compliance of a vehicle shall be borne by the contractor, specifically: the costs of transport to the contracting authority's location, insurance and registration costs, and costs of return of the vehicle to the tenderer. The tenderer shall fetch and remove the vehicle within one (1) week of being informed that the testing has been completed.
- The contracting authority reserves the right, in the event that the tenderer offers better performance of an individual part of the electric tricycle than required, to evaluate that offer as acceptable or compliant with the technical conditions or requirements.
- The contracting authority shall prioritise data from the manufacturer's official dossier, service and warranty booklets, etc.
- The contracting authority expects the supplier to train its maintenance staff to carry out simple repair work on the electric tricycles and to provide it with access to the purchase of replacement parts. The supplier shall also supply a price list of original replacement parts to the contracting authority at the latter's request.
- If the contracting authority wishes to have a breakdown of the costs prior to the start of vehicle maintenance or repair, the contractor shall compile it and send it to the contracting authority by the agreed deadline. No costs shall be imposed on the contracting authority under any circumstances for the compiling of a breakdown of costs.

4.2 Place, method and deadlines of performance of the contract

❖ For the purchase of electric tricycles

- **Place of delivery:** The electric tricycles shall be delivered to the areas covered by Pošta Slovenije, d.o.o. business units. The supplier shall coordinate supply with the administrator of the framework agreement at least ten (10) days prior to the envisaged delivery.
- **Vehicle inventory:** The requirements regarding the technical characteristics of the electric tricycles are contained in an annex.
- **Delivery deadline:** Delivery shall be carried out in two time periods within four (4) months from the signing of the framework agreement, as follows:

Framework delivery periods

- Period 1: two (2) months from the signing of the framework agreement (30 tricycles)
- Period 2: no later than four (4) months from the signing of the framework agreement (30 tricycles) (delivery may also be made sooner, if agreed with the contracting authority)

The precise locations, dates and times of deliveries shall be formalised for each delivery separately.

- **Validity and duration of the framework agreement:** immediately following the signing of the agreement, with validity lasting until the contractual obligations have been fulfilled.

❖ For the maintenance of electric tricycles

- **Method of performance of the contract:**

The contractor shall retrieve the vehicle from and deliver it to the contracting authority's location as per an agreement reached in advance by telephone. The contracting authority shall cover the costs of transporting a vehicle to and from the service location that covers the area of the contracting authority's business unit. If the contractor takes a vehicle to a service location covering the area of another of the contracting authority's business units, it shall cover the costs of transporting the vehicle to and from that other location.

E.g.: If the contractor performs maintenance services on a vehicle from the Ljubljana area outside that area (e.g. in Celje), it shall also cover all the costs of transporting the vehicle to and from the maintenance location in Celje.

- **Validity of framework agreement for maintenance:** for five (5) years from the signing of the agreement.
- **Vehicle maintenance site:** selected tenderer's service workshop or in the field.
- **Maintenance deadline:** the contractor shall perform regular maintenance services and straightforward repair work on the same day, if the vehicle is delivered to the service workshop by 9 am. More complex works shall be completed no later than three (3) business days from the day the vehicle was received or, if the contractor is required to order replacement parts, within three (3) days of the day the replacement parts are received. The contractor also undertakes to perform works outside normal working hours and on Saturdays, and to provide a replacement vehicle in the case of a breakdown. The tenderer shall supply details of the service workshop's working hours if requested to do so by the contracting authority.

➤ **The contracting authority's contact person for performance of the framework agreement is:**

The administrator of the framework agreement and approver of invoices is Boris Rajter, Tel: +386 02 449 2257.

Qualitative and quantitative acceptance shall be performed by the administrators of the framework agreement and vehicle fleet managers (partial managers), as follows:

- Celje business unit, Celje area, Klemen Gajšek, Tel: +386 03 424 3645 and Peter Plazar, Tel: +386 03 424 3644, Novo Mesto area, Aleš Lavrič, Tel: +386 07 371 8643
- Koper business unit, Koper area, Igor Andrijoli, Tel: +386 05 666 6645, Nova Gorica area, Denis Bratina, Tel: +386 05 332 5642
- Ljubljana business unit, Ljubljana area and Ljubljana MSLC, Andrej Špelič, Tel: +386 01 243 1625, Maks Vlašič, Tel: +386 01 243 1632, Darko Bobar, Tel: +386 01 243 1628, Kranj area, Matjaž Sušnik, Tel: +386 01 243 1627
- Maribor business unit, Maribor area, Sandi Kokot, Tel: +386 02 449 2797, Marjan Satler, Tel: +386 02 449 2747, Murska Sobota area, Vladimir Sapač, Tel: +386 02 449 2622

4.3 Technical requirements

ELECTRIC TRICYCLE

Subject of the contract:

Lightweight electric tricycle for use in postal operations

Technical requirements for the e-tricycle	
Vehicle category	L2e
ELECTRIC MOTOR POWER IN KW:	minimum 3.7 kW
BATTERY TYPE AND CAPACITY:	Battery technology: LiFePO4 Give the following information for the battery: <ul style="list-style-type: none"> • Capacity _____ KWh • Voltage _____ V • Storage capacity _____ Ah
RANGE:	Minimum 80 km without additional charging in the course of a day The vehicle must be able to cover a distance of 80 km, with cargo, in the most severe weather conditions, at maximum load, and stopping between 250 and 400 times over that distance. Due regard should also be paid to the fact that not all delivery routes are flat, but can contain hilly sections (incline of 18–25%).
CHARGING TIME:	max. 7–10 hours
VEHICLE WARRANTY:	not less than 36 months per vehicle
BATTERY WARRANTY:	not less than 84 months per battery
RIDING ON INCLINES:	Possible on terrain with an incline of 18–25%
MAXIMUM SPEED:	max. 45 km/h
BRAKING SYSTEM:	Front and back: drum or disc brakes
	battery recuperation option
	automatic parking brake
INSIDE TURNING RADIUS:	3 m or less
DIMENSIONS:	length: up to 2,600 mm
	height: up to 2,000 mm (with cargo box)
	width: up to 990 mm
	wheel base: M = 1,150–2,000 mm

WEIGHT:	total weight with battery and cargo box: max. 350 kg and min. 150 kg
	total cargo load capacity (excluding driver's weight): min 95 kg (front 30 kg, rear 65 kg)
	volume of rear cargo space: min 350 l
OTHER:	Covered basket for cargo at the front that ensures the transport and safe attachment of at least two letter trays (outer dimensions of letter tray: 470 x 267 x 210 mm)
	The cargo space (min 350 l) behind the driver's seat must provide sufficient space for at least two letter trays (external dimensions of the letter tray: 470 x 267 x 210 mm), be equipped with height-adjustable shelves and be illuminated, while the cargo space door must be capable of being locked in a straightforward fashion
	Screen displaying detailed information on speed, range, battery charge %, motor temperature, driving mode (P, D, R) and any faults on the vehicle
	Rear-view mirrors (left- and right-hand sides)
	Number plate frame
	Side and front reflectors
	The vehicle must be equipped with a first-aid kit for motorcyclists and the mandatory equipment for the vehicle category, packed in a suitable bag.
	Vehicle can undertake reversing manoeuvres
	Compulsory towbar for pulling loads of up to 150 kg (trailer with brakes)
	Age of reconditioned vehicles not more than eight (8) years
	Heated grips
	Windshield/wind protector
	Stickers warning of recommended tyre pressure*
Reliability requirements:	<ul style="list-style-type: none"> the components and structure of the vehicle must provide the option of continuous operation in urban areas and in unfavourable weather conditions, with maximum load, for at least 80 km a day.
Technological requirements:	<ul style="list-style-type: none"> the latest technologies must be used to manufacture the vehicle's components the components and assemblies must be capable of being installed easily
Safety requirements:	<ul style="list-style-type: none"> the vehicle must present no dangers to a user handling it under normal operating conditions all moving parts must be protected by a suitable cover so that they do not damage clothing or injure the user the windshield must be made from a durable and unbreakable material it must be easy to step off the vehicle, and the switches must be installed so that they cannot be accidentally activated (e.g. siren, lights) when the user steps off
Aesthetic and ergonomic requirements:	<ul style="list-style-type: none"> the appearance and structure of the vehicle must meet technical aesthetic and ergonomic requirements the colour of the vehicle must be white (e.g. RAL 9010)

Operating requirements:	<ul style="list-style-type: none"> • urban areas, predominantly flat terrain with occasional hilly sections (incline of 18–25%) • urban transport • dry and wet weather from -20°C to 40°C
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***additional clarifications**

Additional clarifications:

***WARNING STICKERS (additional clarifications)**

Warning stickers with information on the recommended tyre pressure for a vehicle bearing an evenly distributed load.

Font: Segoe UI

Height of lettering: 20 mm

Colour of lettering: black

Style of lettering: bold

Markings: alphanumeric (with an indication of the unit of measurement for tyre pressure (bar))

Material: black polymer film

Method of manufacture: CNC cutting

Durability: sticker resistant to external meteorological impacts and mechanical damage (lamination)

The stickers shall be applied on the mudguard so that the lower edge of the sticker is up to approx. 3 cm away from the lower edge of the mudguard. If plastic trim is installed on the mudguard, the sticker shall be applied above it.

Example: **2.2 bar**

4.4 TECHNICAL SPECIFICATIONS FOR MATERIALS, MANUFACTURE AND THE APPLICATION OF STICKERS ON VEHICLES

See the annexes to the tender dossier.

4.5–5.5 VEHICLES

Annex to the tender dossier.

The tenderer shall submit the "Offer to tender" form in the "Other enclosures" section in Phase 1 and again in the "Proforma invoice/Quote" section in Phase 2.

Form

OFFER TO TENDER
Tender Submission Form

On the basis of a call for tenders for the award of a contract for the »Purchase of new or reconditioned lightweight electric tricycles with maintenance« following the negotiated procedure with prior publication of a contract notice, we hereby submit our tender bid as follows:

1. TENDERER DETAILS

TENDERER'S (COMPANY) NAME : _____

TENDERER'S ADDRESS: _____

PHONE: _____

VAT IDENTIFICATION NUMBER: _____

COMPANY ID NUMBER: _____

BANK ACCOUNT NUMBER: _____

PERSON AUTHORIZED TO SIGN
THE FRAMEWORK AGREEMENT: _____

LEGAL REPRESENTATIVE(S) OF
THE TENDERER: _____

Place and date:

Tenderer:

Signature:

The tenderer shall submit the "Tender pro forma invoice" in the "Other enclosures" section in Phase 1 (**information completed for Cr 3, Cr 4 and C15**) and in the "**Pro forma invoice**" section in Phase 2.

Form

2. TENDER PRO FORMA INVOICE

New or reconditioned electric tricycles

Seq no	Goods	Unit of measurement	Quantity	Per unit price in EUR (excluding VAT)	Total price in EUR (excluding VAT)
1	2	3	4	5	6 = 4 x 5
	NEW or RECONDITIONED VEHICLE (to be circled by the TENDERER)			----	----
Criterion 1	Purchase of new or reconditioned lightweight electric tricycles	piece	60		

THE TENDER PRICE IS:

total price EUR (excluding VAT)

+

value added tax EUR

Tender price incl. VAT: EUR

2.2 Prices are fixed and expressed in euros (EUR), excluding value added tax (VAT). All costs are included in the price.

Cr 3 The general warranty for the entire vehicle (excluding battery) shall be not less than thirty-six (36) months without limitation of number of kilometres driven. **We are offering:** **months (to be completed by the tenderer)**

Cr 4 The warranty for the in-built accumulator battery shall be not less than eighty-four (84) months. **We are offering:** **months (to be completed by the tenderer)**

C15 The warranty for the sticker shall be not less than eight (8) years. **We are offering:** **years (to be completed by the tenderer)**

	MAINTENANCE Tender pro-forma invoice		Per unit price in EUR (excluding VAT)	Per unit price in EUR (including VAT)
Seq no	Name of service	Unit of measurement		
1	DISCOUNT ON PRICES IN THE OFFICIAL PRICE LIST FOR REPLACEMENT PARTS			
1.1	for original replacement parts or replacement parts equivalent to originals (Criterion 5)	%		
2	VEHICLE MAINTENANCE PRICE			
2.1	vehicle mechanic works (Criterion 6)	EUR/hour		
2.2	vehicle metal works	EUR/hour		
2.3	vehicle painting works	EUR/hour		
3	TRANSPORT OF DAMAGED OR UNUSABLE VEHICLE			
3.1.	mileage – city journey* (Criterion 7)	EUR/km		
3.2.	mileage – regional journey (Criterion 8)	EUR/km		
4	LEASING OF REPLACEMENT VEHICLE (Criterion 9)	EUR/day		
5	WASHING OF VEHICLES	EUR/vehicle		
6	TYRE SERVICES (Criterion 10)			
6.1.	Reassembly (whole service: dismantling, assembly, centring and mounting)	EUR/wheel		
6.2	Centring only	EUR/wheel		
6.3	Mounting only	EUR/wheel		
6.4	Tyre patching (injection) only	EUR/wheel		
	Total (Criterion 10)			

Note: *City journeys are journeys of up to 25 km in one direction.

The tenderer must complete (give prices for) all the above items for the tricycles for which they are submitting a tender. If the tenderer enters the price of zero (0) euros for an item, it shall be deemed to be offering that specific item free of charge.

The tenderer may not amend the tender pro forma invoice by adding or removing items.

2.1 Tenders shall be valid until at least 28 February 2025.

2.2 Prices are fixed and expressed in euros (EUR), excluding value added tax (VAT). All costs are included in the price.

2.3 The warranty period for installed replacement parts and work performed in installing replacement parts is not less than twelve (12) months.

The selected tenderer shall resolve all justified complaint claims free of charge within ten (10) calendar days of receiving the written complaint. The selected tenderer shall notify the contracting authority of the status of its complaint claim within twenty-four (24) hours.

We are offering a longer warranty period for installed replacement parts and work performed in installing replacement parts: months (*not less than 12 months*) – to be entered by the tenderer.

In/at:

Tenderer:

Signature:

The tenderer shall submit the fully completed “Technical characteristics” form (Condition 21) in the “Other enclosures” section in Phase 1.

TECHNICAL CHARACTERISTICS – LIGHTWEIGHT ELECTRIC TRICYCLES			Enter the value or confirm that the technical requirements are met (YES)
Enter the make and model of the lightweight electric tricycle _____			
Technical parameters			
Vehicle category	L2e	(enter category)	
ELECTRIC MOTOR POWER	minimum 3.7 kW	(enter power in KW)	
BATTERY TYPE AND CAPACITY:	Battery technology: LiFePO4	(enter battery type)	
	Give the following information for the battery: <ul style="list-style-type: none"> • capacity _____ KWh • voltage _____ V • storage capacity _____ Ah 		
RANGE:	Minimum 80 km without additional charging during the day		
CHARGING TIME:	max. 7–10 hours		
VEHICLE WARRANTY:	not less than 36 months per vehicle		
BATTERY WARRANTY:	not less than 84 months per battery		
RIDING ON INCLINES:	Possible on terrain with an incline of 18–25%		
MAXIMUM SPEED:	max. 45 km/h		
BRAKING SYSTEM:	Front and back: drum or disc brakes		
	battery recuperation option		
	automatic parking brake		
INSIDE TURNING RADIUS:	3 m or less	(enter value)	
DIMENSIONS:	length: up to 2,600 mm	(enter value)	
	height: up to 2,000 mm (with cargo box)	(enter value)	
	width: up to 990 mm	(enter value)	
	wheel base: M = 1,150–2,000 mm	(enter value)	
WEIGHT:	total weight with battery and cargo box: max. 350 kg and min. 150 kg	(enter value)	
	total cargo load capacity (excluding driver's weight): min 95 kg (front 30 kg, rear 65 kg)	(enter value)	
	volume of rear cargo space: min 350 l	(enter value)	
OTHER:	Covered basket for cargo at the		

	front that ensures the transport and safe attachment of at least two letter trays (outer dimensions of letter tray: 470 x 267 x 210 mm)		
	The cargo space (min 350 l) behind the driver's seat must provide sufficient space for at least two letter trays (external dimensions of the letter tray: 470 x 267 x 210 mm), be equipped with height-adjustable shelves and be illuminated, while the cargo space door must be capable of being locked in a straightforward fashion		
	Screen displaying detailed information on speed, range, battery charge %, motor temperature, driving mode (P, D, R) and any faults on the vehicle		
	Rear-view mirrors (left- and right-hand sides)		
	Number plate frame		
	Side and front reflectors		
	Vehicle equipped with a first-aid kit for motorcyclists and the mandatory equipment for the vehicle category		
	Vehicle can undertake reversing manoeuvres		
	Compulsory towbar for pulling loads of up to 150 kg (trailer with brakes)		
	Age of reconditioned vehicles not more than eight (8) years		
	Heated grips.		
	Windshield/wind protector		
	Stickers warning of recommended tyre pressure*		
Reliability requirements			
	Compliance with all prescribed reliability requirements set out in this tender dossier		
Safety requirements			
	Compliance with all prescribed safety requirements set out in this tender dossier		
Technological requirements			
	Compliance with all prescribed technological requirements set out in this tender dossier		

Aesthetic and ergonomic requirements		
Compliance with all aesthetic and ergonomic requirements set out in this tender dossier		
Operating requirements		
Compliance with all operating requirements set out in this tender dossier		

***additional clarifications**

Signature of responsible person: _____

By signing this form, the tenderer guarantees that the information supplied is accurate and truthful.

The tenderer shall submit the "Declaration" form in the "Other enclosures" section in Phase 1.

DECLARATIONS OF ACCEPTANCE AND FULFILMENT OF THE CONDITIONS SET OUT IN THE TENDER DOSSIER

Name of tenderer _____

Address _____

Postcode and town/city _____

Contact person _____

Contact person's email address _____

No We hereby declare:

C9 that the list shows the number of vehicles delegated to mobile units and that the response time is no later than two (2) hours after receipt of a request from the contracting authority. The mobile unit will be available by telephone from 6 am to 4 pm, Monday to Friday, and has replacement vehicles. We also have a service workshop in all business unit areas (Celje, Koper, Ljubljana and Maribor) that carries out vehicle servicing operations – recorded as per Condition 9;

C10 that we have at least one authorised service workshop with the human resource and technical capacity to maintain electric tricycles during and outside the warranty period in Slovenia;

C11a that all the service workshops mentioned by the tenderer shall carry out maintenance operations in accordance with the timetable of regular service inspections submitted;

C15a that we will notify the contracting authority before beginning to apply stickers to a vehicle, and define the details of application during a vehicle inspection with the contractor responsible for sticker application (trimming, siliconing, etc.);

C16 that we will, as required, organise education and training of at least two (2) hours for vehicle fleet managers on the correct and effective use of electric tricycles and post-sales activities in relation to electric tricycles in all areas covered by business units;

C17a that we will, as the selected tenderer and upon delivery of vehicles, enclose the type-approval or certificate of conformity and the instructions for use in the Slovenian language, and the warranty and service booklets, for each individual vehicle. We will also compile a shorter set of instructions for maintenance and use/warnings (A4 format);

C19 that we will carry out a free-of-charge first service on every electric tricycle prior to delivery;

C22 that we will provide training for the contracting authority's own maintenance staff in electric tricycle maintenance, in accordance with our own maintenance scheme, all in accordance with what is set out under this special condition;

C23 that we will comply with everything required by the contracting authority under this special condition (Replacement vehicles) by providing suitable replacement vehicles when required to do so;

C25 that we will settle all costs that arise under this special condition (Costs of non-recognition of warranty);

C26 that we will pay due regard to the statements made in connection with this special condition (Towing and storage of damaged vehicles);

C28 that we will pay due regard to the statements made under this special condition (Waste replacement parts);

C29 that we agree with the statements made in connection with this special condition (Other services);

C31 that we will electronically transfer information on maintenance costs from our information system to that of the contracting authority at the latter's request, in accordance with this special condition

(Electronic data transfer).

.....
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 submit the "Data on subcontractor" form in the "Other enclosures" section in Phase 1.

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.

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

Form

SUBCONTRACTOR'S REQUEST FOR AND CONSENT TO DIRECT PAYMENT

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

Name of subcontractor:	
Registered office/address of subcontractor:	

By signing this declaration:

a) I request

b) I do not request

*NOTE: Circle as appropriate

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

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

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

Place and date

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

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

The tenderer shall submit the below "Statement" form in the "Other enclosures" section in Phase 1

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 submit the below "EU sanctions against Russia/Article 5k(1) of Regulation (EU) No 833/2014" form during Phase 1 in the "Other enclosures" section

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. 833/2014² 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.

A tenderer is required to submit a completed form "Declaration: Compliance with the provisions of the Code of Conduct for Pošta Slovenije Group Suppliers" during Phase 1

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:

POŠTA SLOVENIJE d.o.o., Slomškov trg 10, 2000 Maribor, VAT ID no SI25028022, registration no 5881447000, represented by, hereinafter: **the Contracting Authority** *(to be completed by the Contracting Authority)*

and

name/title....., address, registration no, VAT ID no SI....., represented by (function, name and surname), hereinafter: **the Contractor**
(tenderer enters the requested data, as well as the function for the representative)

hereby conclude

FRAMEWORK AGREEMENT No/.....

Article 1

Introductory provision

The Contracting Authority carried out a public contract award procedure by negotiated procedure following publication of a contract notice and selected the Contractor by way of decision no of, adopted on the basis of a report on a public contract award by negotiated procedure following publication of a contract notice no of, taking account of the provisions of the law governing public procurement and the Rules on Public Procurement Procedures.

Article 2

Subject of the Framework Agreement

This Framework Agreement covers:

- a) the procurement of sixty (60) new or reconditioned electric tricycles** (hereinafter: *the procurement or purchase of electric tricycles or vehicles*) and
- b) the maintenance of electric tricycles** (hereinafter: *maintenance*),

in accordance with the conditions, technical specifications and technical characteristics set out in the Contracting Authority's tender dossier and the Contractor's tender, which are annexed to and integral components of this Framework Agreement.

The Contractor undertakes to carry out maintenance of the vehicles referred to in point a) of this article, as well as maintenance of any additional vehicles (for the selected make of vehicle) that the Contracting Authority acquires while this Framework Agreement is in force and for which the Contractor provides maintenance services, by ordering service and repair services as the need arises.

Article 3

Deadline, place and method of delivery of electric tricycles

The electric tricycles shall be delivered in two periods within four (4) months of the signing of the Framework Agreement, as follows: the Contractor shall deliver 30 electric tricycles in the first period no later than two (2) months after the conclusion of the Framework Agreement and the

remaining 30 electric tricycles no later than four (4) months from the signing of the Framework Agreement.

The precise locations, dates and times of deliveries shall be formalised for each delivery separately.

The electric tricycles shall be delivered to the areas of the Contracting Authority's business units. The Contractor shall coordinate delivery with the administrator of the Framework Agreement at least ten (10) days prior to the planned day of delivery.

The breakdown below shows the numbers of electric tricycles that are to be delivered to each business unit.

Table 1: Breakdown of number of electric tricycles

Seq no	Business unit	No of electric tricycles
1.	Celje	10
2.	Koper	13
3.	Ljubljana	22
4.	Maribor	15
		60

The Contracting Authority reserves the right to change the number of electric tricycles it wishes to procure or change the numbers to be assigned to each business unit prior to delivery.

The Contractor shall sign a delivery note upon every instance of the delivery of electric tricycles, and supply the Contracting Authority with the following for each electric tricycle delivered:

- a type-approval or certificate of conformity;
- a warranty booklet;
- instructions for use in the Slovenian language;
- a service booklet;
- a shorter set of instructions for maintenance and use/warnings.

The contracting parties shall also sign a record of the handover of vehicles.

Prior to every dispatch to a business unit area, the Contractor shall furnish the electric tricycle with stickers that accord with the technical specifications and the Contracting Authority's additional requirements/instructions (regarding the dimensions and positions of the stickers on the electric tricycles).

The Contractor undertakes to carry out a free-of-charge first service on every electric tricycle prior to delivery.

Deadline, place and method of provision of maintenance services

Article 4

The Contractor shall carry out regular service inspections, as well as extraordinary maintenance operations on the electric tricycles in response to an order placed by the Contracting Authority as the need arises.

The Contractor shall provide maintenance services under this Framework Agreement during working hours, which are Monday to Friday between and *(to be completed by the tenderer)*.

The Contractor shall also carry out maintenance work outside normal working hours and on Saturdays, and provide a replacement vehicle in the case of a breakdown.

The Contractor shall perform regular maintenance services and straightforward repair work on the same day, if the electric tricycle is delivered to the service workshop by 9 am. The Contractor will complete more complex works no later than three (3) business days from the day the vehicle was received or, if the Contractor is required to order replacement parts, within three (3) days of the day the replacement parts are received.

The Contractor shall provide maintenance services at its own service workshop or in the field.

The Contractor shall retrieve the vehicle from and deliver it to the Contracting Authority's location as per an agreement reached in advance by telephone. The Contracting Authority shall cover the costs of transporting a vehicle to and from the service location that covers the area of the Contracting Authority's business unit. If the Contractor takes a vehicle to a service location covering the area of another of the Contracting Authority's business units, it shall cover the costs of transporting the vehicle to and from that other location.

The Contracting Authority shall send the Contractor service orders by: *(to be completed by the tenderer)*

- telephone,
- email

The Contractor may only carry out maintenance works on the basis of a written order from the Contracting Authority (only the manager of the vehicle fleet at a business unit). The Contractor shall coordinate all necessary additional works with the Contracting Authority. The Contractor shall, in line with capacities, take a photograph of the damaged part (e.g. disc, brake pads) and send it to the Contracting Authority by email. The Contractor shall retain the part that has been replaced until the Contracting Authority inspects it or permits its disposal.

Article 5

The Contractor undertakes to provide replacement electric tricycles (or other suitable replacement vehicles) when carrying out warranty repairs on the electric tricycles covered by the tender during the warranty period.

The selected Contractor shall also provide the Contracting Authority with suitable replacement vehicles when carrying out all types of maintenance work. There shall be no charge for leasing a replacement vehicle if the value of a single instance of repair exceeds EUR 650 (including VAT), if the repair work takes four or more business days to complete, and if the Contractor fails to adhere to the delivery deadlines for replacement works or the deadlines for the completion of

repair work. The replacement vehicle lease fee shall be billed per business day and not on Sundays or holidays.

Replacement vehicles must be free of technical defects and have the valid vehicle licences. The vehicles that the Contractor offers the Contracting Authority as replacement vehicles must be insured (motor casco insurance with a maximum one per cent (1%) deductible, and motor liability insurance +). The Contractor shall cover maintenance, registration and insurance costs and the costs of any damage to replacement vehicles (with the exception of damage caused by negligent conduct).

If the Contractor fails to provide a replacement vehicle, the Contracting Authority shall lease a suitable vehicle from another provider (e.g. car rental service). The Contracting Authority shall bill the Contractor for the cost of leasing a replacement vehicle from another provider.

The Contractor shall not bill for a replacement vehicle in the case of repairs covered by an insurer.

The tenderer may not limit the quantity of replacement vehicles it supplies.

Article 6

If the Contracting Authority wishes to have a breakdown of the costs prior to the start of vehicle maintenance or repair, the Contractor shall compile it and send it to the Contracting Authority by the agreed deadline. No costs shall be imposed on the Contracting Authority under any circumstances for the compiling of a breakdown of costs.

Article 7

The Contractor shall complete a work order before starting any vehicle maintenance or repair work, to include at least the following information: the person ordering the service, the recipient of the vehicle, the vehicle type and model, the date of receipt of the vehicle, the anticipated date of completion of the works, the works ordered, a description of the ordinary repairs carried out, the warranty, and other services connected with maintenance and repair of the vehicle.

The work order referred to in the first paragraph of this article shall be signed by the Contracting Authority's authorised person, who delivers the vehicle to the Contractor, before work is commenced. The Contractor shall deliver a copy of the work order to the Contracting Authority's authorised person.

Article 8

The Contractor shall deliver the vehicle to the Contracting Authority's authorised person after completion of the maintenance or repair of the vehicle. The vehicle handed over shall be in faultless condition.

Article 9

If a vehicle is unusable as a result of damage or defects, the Contractor shall be required to tow the vehicle to the service workshop using its own or a leased towing service. The Contractor shall also provide the Contracting Authority at its request with a space in which a damaged or defective vehicle may be placed.

Article 10

The Contractor shall recycle end-of-life replacement parts, waste material and end-of-life/worn out consumables in accordance with the environmental regulations in force and at its (the Contractor's) expense.

Article 11

The Contractor shall secure all replacement parts from authorised service workshops or the central company, as a rule within twenty-four (24) hours and no later than within three (3) business days. Services involving the installation of materials shall be billed in accordance with the Contractor's valid official price list, minus the discount offered in the tender pro forma invoice.

If the Contracting Authority so requires, the Contractor shall enable it to purchase replacement parts. The Contractor may not limit the quantities of replacement parts it makes available to the Contracting Authority.

The Contractor shall, at the Contracting Authority's request, install in a vehicle new, reconditioned or used replacement parts supplied by the Contracting Authority.

The Contractor shall provide the Contracting Authority with access to the purchase of replacement parts, and submit the price list for replacement parts to the Contracting Authority at the latter's request.

Article 12

The Contracting Authority reserves the right to make use of other services from the Contractor that the Contractor provides if this is cost-effective for the Contracting Authority. In such cases, the services shall be billed for in accordance with the valid price list.

Article 13

Prices

The prices per unit shall be fixed and expressed in euros (€), exclude value added tax (VAT) and be identical to the prices stated in the pro forma invoice. VAT shall be stated separately, as per the tender pro forma invoice form. Prices in the tender shall cover all costs that the Contractor will incur in the course of performing the contract.

The price for the purchase of an electric tricycle shall include:

- the production of vehicles, including compulsory and additional equipment;
- the delivery of vehicles within the area of the Contracting Authority's business unit;
- the manufacture and application of stickers bearing the Contracting Authority's logo;
- any other costs.

The price for maintenance shall include:

- **a discount on the prices in the official price list for original replacement parts or replacement parts equivalent to originals (%)**
- **the vehicle maintenance prices (EUR/hour):**
 - vehicle mechanic works
 - vehicle metal works
 - vehicle painting works
- **prices for towing a vehicle, to include transport, loading, unloading** and any other transport costs

- **the price of leasing a replacement vehicle (EUR/day)**
- **the vehicle cleaning prices (EUR/vehicle)**
- **the tyre service prices (in EUR per tyre):**
 - reassembly (must include the whole service, i.e. dismantling, assembly, centring and mounting)
 - centring only
 - mounting only
 - tyre patching (injection)

The prices per hours worked shall be billed as the actual amount of time spent on repair and maintenance work. This means that billing for portions of time smaller than one hour must be possible (e.g. quarter or half hours).

The price for a particular type of work shall be uniform regardless of the complexity of the work.

The Contracting Authority does not undertake to order tyre-related or small-scale maintenance work, such as the replacement of brake pads, lights, mirrors, etc., from the Contractor under this Framework Agreement, but may order such works from other providers as well.

The Contractor shall ensure that any used tyres that it has replaced are stored free of charge. The Contractor also undertakes to arrange for the disposal and removal of unusable parts, oils and tyres free of charge.

In the case of repairs covered by an insurer, the hourly rates or prices set by the insurer shall apply. The billing calculation shall be made on the basis of work actually done.

The Contracting Authority shall be charged a maximum of two per cent (2%) of the cost of ancillary equipment on the basis of the bill of materials, where the sum may not exceed EUR 8.00.

In relation to the provision of maintenance services, the Contractor or Contracting Authority may propose a change (increase or decrease) in prices with respect to movement in the *consumer price index according to figures for the past year from the Statistical Office of the Republic of Slovenia* one (1) year from the date services were initially provided or from the date of the last change in prices. A proposed change in prices shall be sent at least fifteen (15) days prior to the proposed date of the change. On the basis of receipt of a proposed change in prices, the contracting parties shall, following **preliminary negotiations**, adjust the prices **by no more than the increase or decrease in the consumer price index according to figures for the past year from the Statistical Office of the Republic of Slovenia**. The contracting parties shall undertake **to carry out and confirm price changes** by concluding an annex to the Framework Agreement containing the date on which the new prices are to take effect.

Article 14

Terms of payment

The payment deadline shall be thirty (30) days after the invoice is received from the Contractor following acceptance of the vehicles by the Contracting Authority or the provision of maintenance services.

The invoice date may not be earlier than the date of delivery of electric tricycles or the performance of a maintenance service. The invoice shall bear a reference to the purchase order

number, to be received by the Contractor from the administrator of the Framework Agreement after the Framework Agreement has been concluded, and the reference number of the Framework Agreement.

A delivery note approved by the Contracting Authority shall be annexed to an invoice relating to the delivery of electric tricycles.

For vehicle maintenance, a work order shall be enclosed with the invoice, signed by the Contracting Authority, for the service provided. The work order shall contain the following details:

- the location of provision of the service
- the date of provision of the service
- the type of service provided
- the number of hours worked
- a specification of the materials used
- name, surname and signature of Contractor and Contracting Authority.

In the event of early payment, the Contracting Authority shall be awarded a discount on services provided. *(to be completed by the Contracting Authority if agreed with the Contractor).*

Invoices shall be issued and sent to the company address: Pošta Slovenije d.o.o., Slomškov trg 10, 2000 Maribor, Slovenia, 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 [Javna naročila-top | Pošta Slovenije \(posta.si\)](http://Javna.narocila-top.Pošta.Slovenije.posta.si).

Quality and complaints

Article 15

The Contractor shall deliver and maintain electric tricycles so that the electric tricycles delivered and the maintenance services provided (including replacement parts and other consumables) meet the required conditions, the Contracting Authority's technical specifications and the technical characteristics as set out in the tender dossier, and accord with the existing standards and declarations and with the safety, health and environmental protection requirements set out by the directive governing the European CE marking. Compliance shall also be required in relation to the documents that must be enclosed with the delivered electric tricycles.

The Contracting Authority shall reject any electric tricycle that deviates from its requirements and return it, with a complaint record, to the Contractor, with the Contractor bearing the costs of the return. In such a case, the Contractor shall be deemed to be late with delivery. The same shall apply if non-compliance is established in any document that is required to be enclosed.

Article 16

The Contracting Authority undertakes to perform quantitative acceptance and inspect electric tricycles that it receives from the Contractor. Obvious defects shall be entered in the records and reported to the Contractor. The Contractor shall then remedy the defects immediately or no later than three (3) business days after receiving the written complaint.

The Contracting Authority shall report any hidden defects that emerge after an electric tricycle has been handed over for use to a specific user at the Contracting Authority or a postal delivery worker to the Contractor in writing (by post or email) and immediately, or no later than within two (2) business days of the day the defects were noticed. The Contractor undertakes to remedy the defects immediately, or no later than three (3) business days after receiving an official complaint.

If the Contractor fails to remedy deficiencies by the agreed deadline, it shall be liable for any damage incurred by the Contracting Authority.

If the Contracting Authority finds, after maintenance services have been completed or a vehicle received, that the vehicle is not in faultless condition or defects have appeared on the vehicle, it shall be entitled to make a complaint regarding the work performed. The Contracting Authority shall make the complaint immediately or, if the defect emerges only after the vehicle has been received, as soon as the defect emerges or no later than two (2) business days after the day the defect was established.

The Contractor shall resolve a complaint regarding maintenance services (remedy a defect) no later than ten (10) calendar days after receiving the written complaint. If the Contractor fails to remedy the defects within that period of ten (10) days, the Contracting Authority shall be entitled to hand the vehicle over to another provider for repair, i.e. to eliminate the grounds of the complaint, with the costs of this being borne by the Contractor.

Article 17

Warranties

The Contractor shall give a general warranty of a duration of months for every complete electric tricycle (excluding battery) *(to be completed by the tenderer – not less than thirty-six (36) months)* without limitation of number of kilometres driven. The warranty shall take effect on the day the handover record is signed by the Contracting Authority and the Contractor.

The Contractor shall give a warranty of a duration of months *(to be completed by the tenderer – not less than eighty-four (84) months)* for each in-built accumulator battery. The warranty shall take effect on the day the handover record is signed by the Contracting Authority and the Contractor.

The Contractor shall give a warranty for a period of years *(to be completed by the tenderer – not less than eight (8) years)* for the manufacture and application of stickers. The warranty shall take effect on the day the handover record is signed by the Contracting Authority and the Contractor.

The Contractor shall give a warranty for installed replacement parts and work performed in installing replacement parts of a duration of months *(to be completed by the tenderer – not less than twelve (12) months)*. The Contractor shall resolve all justified complaints free of charge within ten (10) calendar days of receiving the written complaint. The Contractor shall notify the Contracting Authority of the status of a claim within twenty-four (24) hours.

The Contractor undertakes to settle all costs arising from the non-recognition of a warranty by the vehicle manufacturer or exclusive representative for the make of the vehicle as a result of inadequate repairs, the incorporation of unsuitable replacement parts, or the failure to adhere to the manufacturer's instructions and standards in relation to vehicle maintenance or repair. In relation to the warranties listed above, the Contractor undertakes to remedy defects that appear in the course of normal use during the warranty period free of charge.

If an electric tricycle is replaced or undergoes significant repairs during the warranty period, the warranty period shall begin anew and the Contractor shall be obliged to issue a new warranty.

Article 18

Performance/surety bond for the purchase of electric tricycles

The selected tenderer shall submit an original performance bond no later than ten (10) days after the Framework Agreement is concluded, **regardless the value of the tender**, amounting to ten per cent (10%) of the value of the tender for the purchase of electric tricycles.

The performance/surety bond must remain valid for thirty (30) days after the delivery of the last electric tricycle.

The Contracting Authority shall redeem the performance/surety bond:

- – if the order is not fulfilled in accordance with the requirements set out in the tender dossier and the Framework Agreement;
- – if the Contractor fails to submit a warranty bond on time.

If the Contractor fails to correct the faults by the agreed deadline, the Contracting Authority may correct them at the Contractor's expense. In order to cover these costs, the Contracting Authority may redeem any performance/surety bond it still possesses under the contractual provisions.

The performance bond shall include a provision that clearly states that the 2010 revision of the Uniform Rules for Demand Guarantees (URDG) issued as MTZ 758 shall apply to this bond.

Article 19

Warranty/surety bond for the purchase of electric tricycles

The Contractor undertakes to submit an original warranty/surety bond, irrespective of the value of the tender, no later than five (5) business days prior to the first delivery of vehicles. With this bond/surety, the bank/issuer of the bond shall unconditionally and without reservation undertake to pay, at the Contracting Authority's first written demand and regardless of any objection by the Contractor, a sum amounting to five per cent (5%) of the contractual value of the purchase of the electric tricycles if the Contractor fails to meet its obligations arising from the warranty obligations during the period covered by the warranty/surety bond or the period for which the warranty is valid. The warranty/surety bond shall be valid for a further thirty (30) days after the expiry of the warranty period for mechanical vehicle parts and rechargeable power batteries.

The warranty bond shall include a provision that clearly states that the 2010 revision of the Uniform Rules for Demand Guarantees (URDG) issued as MTZ 758 shall apply to this bond.

Article 20

Contractor's obligations

The Contractor is the authorised seller of the make of electric tricycle offered in the tender.

In addition to all the obligations it has under this Framework Agreement, the Contractor shall also be obliged to:

- discharge its obligations under this Framework Agreement in a correct and professional manner in accordance with the provisions of the Framework Agreement;
- appoint an authorised person responsible for ensuring professional and timely delivery and provision of maintenance services under this Framework Agreement, and for resolving any complaints from the Contracting Authority;
- notify the Contracting Authority of all circumstances that could affect the execution of the obligations arising from this Framework Agreement;
- bear full liability to the Contracting Authority for the performance of delivery and maintenance services, irrespective of the number of subcontractors involved;

- obtain the Contracting Authority's written consent if it wishes to use the completed transaction as a reference;
- provide a network of service workshops in the territory of Slovenia with sufficient human resource and technical capacity and all the necessary equipment and tools to service and maintain the mechanical parts and vehicle battery packs (one service workshop must cover both), and have at least one authorised service workshop in the network with sufficient human resource and technical capacity to maintain electric tricycles during and outside the warranty period in the territory of Slovenia. Service workshops in the network shall also have mobile units, which must respond to the breakdown of an electric tricycle in the field within two (2) hours at the latest. A mobile unit shall be available by telephone from 6 am to 4 pm Monday, and service workshops and mobile units shall have replacement vehicles to hand. The Contractor shall have a service workshop with technical capacity to service vehicles in each of the areas covered by a business unit (Celje, Koper, Ljubljana, Maribor);
- organise education and training, as required, of at least two (2) hours for vehicle fleet managers on the correct and effective use of electric tricycles and post-sales activities in relation to electric tricycles in all areas covered by business units;
- provide training in electric tricycle maintenance to the Contracting Authority's maintenance staff and send the Contracting Authority a specification of the precise scope and inventory of works, as well as written instructions for the performance of maintenance works that the Contracting Authority can carry out itself. The time and method of the required training shall be determined subsequently by the Contracting Authority and Contractor together;
- adhere to the instructions of the manufacturer of the vehicles and the valid regulations and standards when performing the contractual works, and provide the Contracting Authority with regular updates on the condition of the vehicles and propose reasonable solutions for their maintenance;
- submit a list of replacement vehicles (with registration numbers, if they are already registered) in response to a request from the Contracting Authority;
- notify the Contracting Authority before beginning to apply stickers to a vehicle, and define the details of application during a vehicle inspection with the contractor responsible for sticker application (trimming, silicining, etc.);
- electronically transfer information on maintenance costs from its information system to that of the Contracting Authority at the latter's request. Protocols regarding electronic data exchange shall be agreed by the Contractor and Contracting Authority subsequently;
- discharge any other obligations set out in the tender dossier.

The Contractor shall assume liability for damages that might have arisen as a result of an incorrect operation or omission on its part under this Framework Agreement.

Article 21

Contracting Authority's obligations

The Contracting Authority undertakes to appoint a person to coordinate, with the Contractor, the performance of the contractual obligations and the timely settlement of contractual payment liabilities, by the deadline set out in this Framework Agreement.

Article 22

Performance of contractual obligations with subcontractors

(if the Contractor is to work with subcontractors that request direct payment under Article 94 of the ZJN-3, this article shall be added to the clean copy of the Framework Agreement; if the article is not entered, the articles below shall be renumbered as required)

In performing its contractual obligations under this Framework Agreement, the Contractor shall cooperate with the following subcontractors who, on the basis of Article 94 of the ZJN-3, are requesting 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)*
- *(full name and address of subcontractor)*
- *(full name and address of subcontractor)*

The Contractor has stated the type, quantity, value, location and deadline for the performance of the works to be carried out by the subcontractors in the "Subcontractor's details" 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 with its invoice or interim statement the invoices or interim statements of the subcontractors that it has approved.

The consent of the subcontractor, based on which the Contracting Authority settles a subcontractor's claims against the Contractor in the Contractor's place, shall be an annex to and an integral part of this Framework Agreement.

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 (5) days of the change, to which it shall enclose the items of proof for the subcontractor referred to in the public contract tender dossier. The Contracting Authority shall issue an approval or rejection thereof pursuant to the fourth paragraph of Article 94 of the ZJN-3 within ten (10) 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 Framework Agreement.

The Contractor shall be liable to the Contracting Authority for the entire performance of the contractual works, regardless of the number of subcontractors.

Article 23

Contractual penalty

If the Contractor, through its own fault, fails to meet its contractual obligations to **supply** electric tricycles by the deadline set out in this Framework Agreement (*delayed performance*), it shall pay a contractual penalty of 5 per mil (5‰) of the contract value of each electric tricycle whose delivery is delayed, for each day of delay. The amount of the contractual penalty levied for each electric tricycle whose delivery is delayed may not exceed ten per cent (10%) of its contractual value.

If the Contractor, through its own fault, fails to meet its contractual **maintenance** obligations by the deadline stated in this Framework Agreement (*delayed performance*), it shall pay a contractual

penalty amounting to two per cent (2%) of the value of the delayed order for each day of delay. The total amount of the contractual penalty charged for a maintenance delay shall not exceed EUR 15,000 (excluding VAT).

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

If the Contractor, through its own fault, fails to meet its contractual obligations to **supply** electric tricycles (*non-performance*), it shall pay a contractual penalty of ten per cent (10%) of the value of the electric tricycles that were not supplied.

If the Contractor, through its own fault, fails to meet an individual contractual maintenance obligation, it shall pay a contractual penalty of EUR 150 (excluding VAT).

If the Contractor fails to meet its obligations, the Contracting Authority shall notify it as to whether it is demanding that the contractual obligations be met or a contractual penalty paid.

The contractual penalty shall be calculated, and a special invoice issued for payment.

Article 24

Trade secrecy

The Contractor undertakes to protect as a trade secret all information on the Contracting Authority obtained pursuant or in relation to this Framework Agreement, and to do so on a permanent basis and in accordance with the highest standards applying to the protection of confidential information, undertakes not to supply that information to third parties, and undertakes to handle and use it in a way that prevents its unauthorised disclosure. The Contractor shall not use confidential information in any other way or for any purpose that does not accord with the realisation of a common business objective without the Contracting Authority's explicit prior written consent, and shall not retain any confidential information in its possession or under its control or retain copies thereof. It shall ensure that all its employees who provide services for the Contracting Authority are aware of the requirement to safeguard trade secrets, and that they adhere to that requirement. The Contractor shall also be liable for any unauthorised disclosure, use or abuse of data by its employees and subcontractors.

The Contractor gives the Contracting Authority its express consent and allows the Contracting Authority, on the basis of this Framework Agreement to store, process and provide all data and information on this Framework Agreement or relating thereto obtained by the Contracting Authority in any manner in connection with the performance of this Framework Agreement or in the context of the business relationship under this Framework Agreement, not being trade secrets and to the extent that is absolutely necessary, to any of its affiliates within the meaning of the provisions of the Companies Act, and to other persons who are required to be made aware of the content of this Framework Agreement owing to the nature of the services they provide for the Contracting Authority or its affiliates, and to request and obtain from those affiliates such data, or data obtained by such affiliates. The Contractor also hereby gives prior consent to its data under this Framework Agreement being used, stored, entered into databases and processed by computer for the needs of the Contracting Authority's operations. The Contracting Authority may forward this data to its parent, affiliate and similar companies, within the meaning of the provisions of the Companies Act, which explicitly includes the exporting of such data outside

Slovenia in the case that the registered offices of such companies are outside Slovenia, provided that these companies uphold the commitments set out in this article accordingly. If the implementation of this article requires the signing of any type of agreement, the parties shall conclude it in good time.

If the regulations governing trade secrets are breached, the Contracting Authority may terminate this Framework Agreement immediately. In such a case, the Contractor shall be liable for damages.

Article 25

Personal data for business communication

For the purposes of business communication under this Framework Agreement, the parties thereto shall exchange and process the other's data on the Contracting Authority/Contractor or their contact persons/Framework Agreement administrators (e.g. employees of the Contracting Authority/Contractor, its contractual partners). The contracting parties shall process this personal data (e.g. company email address, first and last name of contact person/Framework Agreement administrator, telephone number, employee's computer ID, etc.) lawfully under this Framework Agreement (Article 6 of the General Data Protection Regulation (Regulation (EU) 2016/679)).

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 the expiry of this time limit, the parties undertake to anonymise the data in the documents or redact/erase it, except where it is permanently retained/archived.

Article 26

Contact persons

The Contracting Authority's contact person and Framework Agreement administrator is, Tel:, Email: (to be completed by the Contracting Authority)

Qualitative and quantitative acceptance shall be performed by the administrator of the Framework Agreement and the vehicle fleet managers (partial managers), as follows: (to be completed by the Contracting Authority)

- Celje business unit, Celje area,, Tel: and, Tel:
Novo Mesto area,,
- Koper business unit, Koper area,, Tel:, Nova Gorica area,,
Tel: ;
- Ljubljana business unit, Ljubljana area and Ljubljana MSLC,, Tel: and
....., Tel:,, Kranj area,, Tel:;
- Maribor business unit, Maribor area,, Tel: and
Tel:, Murska Sobota area,, Tel:

The Contractor's contact person is, Tel:, Email..... (to be completed by the Contractor).

Article 27

Withdrawal from the Framework Agreement

Should the Contractor fail to perform its obligations under this Framework Agreement in a timely manner and/or to the requisite standard of quality, or breach other contractual provisions in any other way, the Contracting Authority shall notify it thereof in writing (by email) and set an additional deadline of eight (8) business days in which to remedy the breach.

Should the Contractor fail to cease and desist and/or to remedy the breach of obligations under this Framework Agreement despite receipt of a warning and an additional deadline, the Contracting Authority shall be entitled to withdraw from this Framework agreement in writing 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 Framework Agreement shall be terminated on the day after receipt of the notice of withdrawal, unless the Contracting Authority specifies a later date for termination. If the postal item containing the notice of withdrawal cannot be delivered to the Contractor for any reason, the Framework Agreement shall cease to be valid from the fifteenth (15th) day after the letter was posted at the post office.

Under the conditions referred to in the preceding paragraphs, the Contracting Authority may also partially withdraw from the Framework Agreement with respect to the vehicles not supplied by the Contractor on time, as well as with respect to the subject of maintenance.

The Contracting Authority shall bar the Contractor from participating in any of the Contracting Authority's other contract award procedures for the next three (3) years if the Framework Agreement is terminated for any of the above reasons.

The Contracting Authority may, in relation to maintenance services, *withdraw from this Framework Agreement at any time without stating a reason*, with a notice period of two (2) months. The Contracting Authority shall notify the Contractor of its withdrawal by means of a notice of withdrawal sent by registered post. The period of notice shall start on the day after the notice of withdrawal is received. If for any reason a letter containing a notice of withdrawal cannot be delivered to the Contractor, the period of notice shall be deemed to have started on the day the registered postal item was submitted to the post office.

If the Contractor withdraws from this Framework Agreement under the provisions of this article, it shall not be entitled to compensation or to file any other claims.

Article 28

Condition subsequent

This Framework 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 meet 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 this Framework Agreement a fine has been imposed on the Contractor or a subcontractor on two or more occasions 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.

If the Contracting Authority learns of the breach or breaches referred to in the first paragraph of this article of the Framework Agreement, it shall notify the Contractor of this within ten (10) days

and, at the same time, call upon it to submit evidence within fifteen (15) days that the Contractor has taken adequate measures to demonstrate its reliability despite the existence of the breach or breaches. If the breaches of obligations referred to in the first paragraph of this article of the Framework Agreement have been committed by a subcontractor, the Contractor may provide the Contracting Authority with the following by the same deadline of fifteen (15) days:

- proof that the subcontractor has taken sufficient measures that prove its reliability despite the existence of the breach or breaches;
- notice that it will replace the subcontractor or take over the works that it delegated to the subcontractor itself, provided that this replacement does not constitute a significant change to this Framework Agreement, in the event that the Contractor does not provide evidence for the subcontractor as referred to in the preceding indent of this paragraph of this article of the Framework Agreement or provides such evidence concerning the subcontractor but the Contracting Authority does not deem it to be sufficient.

If the Contractor has not provided evidence for itself or for the subcontractor referred to in the second paragraph of this article of the Framework Agreement, or it did and the Contracting Authority assessed it as being insufficient, or if the Contractor does not take over the works itself or does not propose a new subcontractor, or if the Contracting Authority rejects a new subcontractor proposed in due time, the condition subsequent referred to in the first paragraph of this article of the Framework Agreement shall be met, provided the Framework Agreement still has at least six (6) months to run from the time the Contracting Authority learned of the breach or breaches.

If the condition subsequent referred to in the third paragraph of this article is met, the Framework Agreement shall be deemed null and void as of the date a new Framework Agreement on performance of the public contract is concluded. The Contracting Authority shall notify the Contractor of the date on which the new Framework Agreement is to be concluded.

If the Contracting Authority fails to initiate a new procedure to award the public contract within sixty (60) days of learning of the breach or breaches referred to in the first paragraph of this article of the Framework Agreement, the Framework Agreement shall be deemed to be cancelled as of the sixtieth (60th) day after the Contracting Authority learned of the breach or breaches.

Anything not expressly covered in this article of the Framework 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 Framework Agreement.

Article 29

Force majeure

The contracting parties shall not be liable for any breach of this Framework Agreement if the inability to perform the Framework Agreement or its individual provisions is the consequence of unforeseeable or unexpected events that are beyond the contracting parties' sphere of operation and 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 anticipated, prevented or avoided. Both contracting parties shall be obliged to notify the other party in writing as soon as any such event occurs.

Article 30

Human rights

The Contractor declares that it fully respects human rights in its sphere of influence, in particular: 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 31

Fire safety and occupational health and safety

The Contractor shall be responsible for carrying out fire safety and occupational health and safety measures while providing the services under this Framework Agreement. It shall also be obliged to provide for the monitoring and supervision of its employees. The Contractor shall adhere to the Contracting Authority's building and fire safety provisions.

Article 32

Anti-corruption clause

This Framework Agreement shall be null and void if anyone, on behalf or for the account of the other party, grants, 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 or other acts or omissions by which the Contracting Authority incurs damage, and/or either of the parties is enabled to acquire undue benefits.

Article 33

Responsibility in the supply chain

The Contractor shall comply with the principles and provisions of the Code of Conduct for Pošta Slovenije Group Suppliers, which is annexed to this Framework Agreement (hereinafter: the Code). At the request of the Contracting Authority, the Contractor shall, no more than once a year, submit either a) a written self-assessment on a form to be specified by the Contracting Authority or b) a written report, approved by the Contracting Authority, describing the activities that the Contractor has undertaken or will undertake to ensure compliance with the Code. It shall be up to the Contractor which option it chooses.

The Contracting Authority, or persons of its choice, shall be entitled to carry out inspections or audits to verify the Contractor's compliance with the Code, including at the Contractor's business premises and locations at which it carries out its business activities.

Such inspections may be carried out only upon prior written notice, 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 take part as appropriate in the performance of the inspections. Each party shall bear its own inspection-related costs.

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 Code and b) prevention of the performance of inspections in accordance with the preceding paragraphs, without liability to the Contractor. Withdrawal from the Framework 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 remedying the breach.

Serious breaches of the Code shall include, *inter alia*, non-compliance with the provisions on the prohibition of child labour, corruption and bribery, and on environmental protection. In the event

of non-compliance with the provisions of the Code prohibiting child labour or deliberate breaches of the provisions of the Code on the protection of the environment, the Contracting Authority may withdraw from this Framework Agreement without notice and without giving the Contractor additional time in which to remedy the breaches.

Article 34

Entry permit

The Contractor has supplied a list of employees who will carry out the supply and services under this Framework Agreement.

The Contracting Authority shall issue permits to the persons on the list allowing them to enter its business premises.

Final provisions

Article 35

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.

Either party may propose amendments to this Framework Agreement at any time. Any such amendments shall be agreed upon and formalised in writing in the form of addenda. If amendments are not formalised by means of a written addendum to this Framework Agreement, they shall be considered invalid.

Article 36

The contracting parties shall resolve any disputes arising from this Framework Agreement amicably. If they are unable to do so, the court in Maribor shall have jurisdiction and shall apply Slovenian law to resolve the dispute.

Article 37

All communications between the parties to this Framework Agreement shall be considered legally binding if executed in writing and sent by recorded or registered post. The parties to this Framework Agreement furthermore expressly agree that for communications with regard to individual orders and their completion, electronic communications using electronic messages by the responsible persons of the contracting parties or other authorised persons of the contracting parties 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 was first received by electronic means. The parties expressly agree that electronic communications shall not be a valid means of withdrawal from this Framework Agreement. Any notice of withdrawal shall be sent via registered post.

Article 38

This Framework Agreement shall be concluded and take effect after it is signed by both contracting parties, on condition that the Contractor presents the two bonds referred to in Articles 18 and 19, and shall last, in the case of the supply of electric tricycles, until that obligation has been met and, in the case of maintenance, for five years from the conclusion of the Framework Agreement.

Article 39

(provision to be definitively inserted with reference to the tenderer finally selected)

This Agreement has been concluded in four (4) identical copies, two (2) in Slovenian and two (2) in English. Each contracting party shall receive one (1) copy of each version. If there is any discrepancy between the Slovenian and English versions, the Slovenian version shall apply.

Or

This Agreement has been concluded in two (2) identical copies, with each contracting party receiving one (1) copy.

CONTRACTOR:

.....

.....

(to be completed by the tenderer)

CONTRACTING AUTHORITY:

POŠTA SLOVENIJE d.o.o.

.....

.....