

*Zanesljivo z vami!*



**Pošta Slovenije d.o.o.**

Procurement

Slomškov trg 10

2500 MARIBOR

**Tel:** +386 (0)2 449 2310

**E:** info@posta.si

www.posta.si

# TENDER DOSSIER

Subject:

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

**Purchase of electric tricycles with 5-year  
maintenance**

Public contract number

0009/2025/0009/JNB/6

Procurement number

1100003080



**INVALIDOM  
PRIJAZNO  
PODJETJE**

Pošta Slovenije d.o.o.

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

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

VAT ID number: SI 25028022.

## INVITATION TO TENDER

Pursuant to the Public Procurement Act (hereinafter: the ZJN-3), Pošta Slovenije d.o.o., of Slomškov trg 10, Maribor, invites tenderers to submit written tenders in accordance with the tender dossier for the award of a public contract in a negotiated procedure with prior publication of a contract notice for the "Purchase of electric tricycles with 5-year 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).<sup>1</sup> 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 6. 6. 2025**. 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.

---

<sup>1</sup> [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](mailto:natli.podgrajski@posta.si).

Yours faithfully,

**Vesna Kos Tomažič, MSc**  
**Procurement Director**

**Monika Jelovica**  
**Technical Coordinator**

## **1 GENERAL PROVISIONS OF THE CONTRACT**

### **1.1 Method of performance of the contract**

The contracting authority is publishing the "Purchase of electric tricycles with 5-year maintenance" contract as an indivisible whole. Tenderers must tender for all the types of goods and service contained in the tender (i.e. partial tenders are not permitted).

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

In the second phase, one or more rounds of negotiation 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](http://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;
- 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
- working – servicing hour
- 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 delivery of the goods or 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 services provided 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 \(posta.si\)](#).

## **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 pro forma 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 purchase price for the electric tricycles must include:**

- production of the tricycles, including compulsory and additional equipment;
- supply of the tricycles to the location specified by the contracting authority; including any costs
- manufacture and application of stickers bearing the contracting authority's logo;
- training and any other costs.

**The price of maintaining the electric tricycles must include:**

- the price of labour – servicing hours;
- the price of spare parts and consumables;

- the amount of discount on the prices in the official price list for original replacement parts or replacement parts equivalent to originals (%)

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

The price for servicing hours shall be charged for standardised hours for repairs and servicing at the contracting authority's location or in the field. Standardised hours are set out in the Tender pro forma invoice form. The above means that charging by the minute must also be enabled.

A servicing hour shall be standard for all works irrespective of the complexity of the work.

The contracting authority makes no undertaking to have all maintenance work performed solely by the selected tenderer. This relates to minor repairs such as changing tyres, replacing braided wire and similar, which the contracting authority can perform based on training from the contractor. In such repairs the warranty for the electric tricycle and battery remains valid.

The contractor also undertakes to arrange for the disposal and removal of unusable parts, oils and tyres free of charge for those replacements performed by the contractor.

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 electric tricycles) 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 electric tricycles** according to the following criteria:

**Criterion 1: Price for the purchase of tricycles (80 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<sub>min</sub>** – the tender with the lowest price
- **T(1..x)** – the value of a specific tender
- **N(max)** – the maximum number of points



**Criterion 2: Warranty period for a tricycle without battery (5 points);** The tender with the longest extended warranty period beyond 24 months shall receive the maximum number of points. A tender offering 24 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:

$$N = \frac{(T(1..x) - 24 \text{ months})}{(T_{\max} - 24 \text{ months})} \times N(\max)$$

Where:

- **N** – number of points
- **T<sub>max</sub>** – longest warranty period (highest number of months)
- **T(1..x)** – warranty period of an individual tender
- **N(max)** – maximum number of points

**Criterion 3: Warranty period for the battery (5 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. All other tenders will be awarded a correspondingly lower share of points. The warranty period shall be stated in months.

Only a tender with a warranty longer in monthly terms than that required by the contracting authority will be awarded points under this criterion.

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<sub>max</sub>** – 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): Highest discount (in %) on the prices in the official price list for original replacement parts or parts equivalent to originals (10 points);**

In calculating the points under **Criterion 4**, 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<sub>max</sub>** – highest discount
- **T(1..x)** – discount in the individual tender
- **N(max)** – maximum number of points

**Criterion 5: lowest price for servicing hours (in euros excluding VAT) for servicing works (15 points)**

The contracting authority shall award the maximum number of points for **Criterion 5** to the tender with the lowest tender price. The other tenders shall receive a correspondingly lower number of points according to the formula below:

Calculation formula:

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

Where:

- **N** – number of points
- **T<sub>min</sub>** – the tender with the lowest price
- **T(1..x)** – the value of a specific tender
- **N(max)** – the maximum number of points

**Criterion 6: Price of regular maintenance (10 points);** The tender with the lowest total price for regular maintenance of electric tricycles for a period of five (5) years 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<sub>min</sub>** – the tender with the lowest price
- **T(1..x)** – the value of a specific tender
- **N(max)** – the maximum number of points

**Criterion 7: Costs of transport (5 points);** the tender with the lowest price per kilometre shall receive the highest number of points. Kilometres shall be calculated from the registered office of the tendering company to the post office or service location of the contracting authority, in both directions. The costs of transport shall be calculated when the contracting authority requires service at its location.

The price shall include all costs including the transport of personnel, the vehicle, mileage and other transport costs. Mileage shall be calculated per kilometre in both directions. The calculation formula is:

### Formula for conversion into points:

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

Where:

- **P** – the number of points for the criterion of price
- **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 **130 points** under the criteria.

In the event of two or more tenderers receiving the same highest number of points, the contracting authority will select the tenderer by drawing lots. The contracting authority shall notify the relevant tenderers that a decision is to be reached with the drawing of lots and invite them to attend the drawing of lots. The drawing of lots shall be held at the contracting authority's offices. The drawing shall be conducted by the contracting authority. From among the tenderers that received the same highest number of points, the first one to be drawn shall be selected. The contracting authority shall send a record of the drawing of lots to a tenderer that does not attend.

### 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 framework agreement is not signed.

### **1.16 Termination of contractual obligations**

The contracting authority shall reserve the right to terminate the agreement/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 agreement/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 working 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 electric tricycles (all the following provisions apply to a bank guaranty 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 electric tricycles**.

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

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 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 Performance bond for maintenance of 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 days after the concluding of the framework agreement, **regardless of the value of the tender**, amounting to EUR 20,000, for the maintenance of electric tricycles.

The performance bond must be valid for 30 days after the expiry of validity of the framework agreement for maintenance of electric tricycles.

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 remedy the defects 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.

## **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 submits 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 submits tenders in the e-JN system shall upload an electronically signed ESPD in xml. form or an unsigned ESPD in xml. form (or in pdf.format), whereby in the latter case, in line with the General Terms and Conditions of Use of the e-JN Information System, a legally binding document shall be deemed to have been submitted, that has the same validity as a signed document.

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

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

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

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

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

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

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

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

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

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

- C 3 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; if a tenderer participates with subcontractors, they must also meet this criterion.

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

- C 4** The contracting authority shall exclude a tenderer from the public contract procedure if:
- insolvency or compulsory winding-up proceedings have been initiated against the business authority under the act governing insolvency and compulsory winding-up proceedings, or
  - liquidation proceedings have been initiated against this business authority under the act governing companies, if the management of the assets or operations of this business authority has been taken over by an official receiver or court, or
  - if the business activities of this business authority have been suspended temporarily, or

- if similar proceedings have been initiated against the business authority under the regulations of another country or it has found itself in a position with the same legal implications.

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

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

- C 5** Tenderers **must not have had their accounts blocked** during the past six months of operation prior to the date of submission of the application set by the contracting authority (this criterion applies to all of the tenderer's accounts).

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

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

- C 6** **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; if a tenderer participates with subcontractors, they must also meet this criterion.

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

- C 7** 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; if a tenderer participates with subcontractors, they must also meet this criterion.

**Proof:**

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



- C 8** If the tenderer offers to implement the contract with subcontractor(s), it must present the documentation in accordance with section 1.5 of the tender dossier (an ESPD form is required for each subcontractor).

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

## **SPECIAL CONDITIONS:**

### **C 9: Service network**

The provision of regular and extraordinary servicing must be carried out in Slovenia, specifically in at least two locations. The first location must be in the area of the Ljubljana business unit (PE LJ) – in a radius by road of 35 km from LJ MSLC, Cesta v Mestni log 81, 1000 Ljubljana. The other location must be in the area of the Celje business unit (PE CE) or Maribor business unit (PE MB) – in a radius by road of 15 km from Maribor MSLC, Zagrebška cesta 10, 2000 Maribor, and radius by road of 15 km from the Celje logistics post office, Gaji 29, 3102 Celje.

**Proof:** tenderer to **submit its own declaration** stating the exact location and address of servicing. The contracting authority will verify the distance on the website <https://www.google.com/maps>.

**C 10:** The tenderer shall submit a declaration or list indicating the service network of its servicing agents in the territory of the Republic of Slovenia; this network shall have full personnel and technical capability and shall dispose of all the necessary equipment and tools for servicing and maintenance of both the mechanical and electric components of the vehicles (this may also be covered by a joint tender or tender with subcontractors)

**Proof:** tenderer to **submit its own declaration** formulated in accordance with the condition.

**C 11:** The servicing agents designated as part of the service network must also have mobile units. The attached 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. The mobile unit must be available on the telephone number from Monday to Friday, 6 am to 4 pm. Service and mobile units must have replacement vehicles – at least one vehicle per location.

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

**Proof:** tenderer to **submit its own declaration** in accordance with the condition.

**C 12:** Technical support and instructions must be available in Slovenian.

**Proof:** **signature** of the **Declaration** form fulfils this condition

### **C 13: Regular maintenance**

The tenderer must formulate a schedule of regular servicing for the first five years of use with around 5,000 kilometres 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 shall 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 each regular service inspection:

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

- the cost of labour for regular service inspections in EUR (excluding VAT).

**Proof:** tenderer to **submit a schedule** with a calculation formulated in accordance with this condition.

#### **C 14: 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:

- specification and quantity – **tenderer to submit in phase 1 without giving a value**
- the anticipated time for repairs, to be stated using the same methodology as for regular maintenance.

**Proof:** tenderer to **submit information** in accordance with the condition and to **use the excel table** in the Pro forma tender invoice for special maintenance.

#### **C 15: Authorised seller**

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

**Proof:** tenderer to **submit its own** declaration.

#### **C 16: Vehicle warranty**

- The general warranty for the entire vehicle (excluding battery) shall be not less than twenty-four (24) months without limitation of number of kilometres driven.
- The warranty for the in-built accumulator battery shall be not less than thirty-six (36) months. The adequacy of the battery is defined as 75% capacity relative to a new battery.
- The warranty period for installed replacement parts and work performed shall be not less than twelve (12) months. The contractor shall resolve all justified complaint claims free of charge within five (5) calendar days of receiving the written complaint. The contractor shall notify the contracting authority of the status of its request within twenty-four (24) hours.

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

**Proof:** tenderer to **submit its own** declaration.

#### **C 17: Warranty for the manufacture and application of stickers**

The warranty for the manufacture and application of stickers shall be no less than eight (8) years. The warranty shall enter into force on the day the handover record is signed by the contracting authority and tenderer. The contractor undertakes to remedy defects that appear in the course of normal use during the warranty period free of charge.

**Proof:** tenderer to **submit its own** declaration.

**C 18:** 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:** **signature** of the **Declaration** form fulfils this condition.

#### **C 19: Training and education**

The tenderer shall organise training and education of vehicle fleet managers with regard to the correct and economical use of the electric tricycles and after-sales activities related to the electric tricycles, in all PE areas. The training and education must be provided in the period prior to the supply and takeover of the electric tricycles. The contracting authority and tenderer shall mutually agree on the relevant details.

**Proof:** **signature** of the **Declaration** form fulfils this condition

#### **C 20: Maintenance training for the contracting authority's staff**

The contracting authority requires training for its own maintenance staff for the maintenance of vehicles in line with the tenderer's proposed maintenance plan. This training shall be carried out before takeover of the vehicles. This means that the contracting authority expects to obtain details of the precise scope and inventory of the maintenance works that it will be able to perform itself. The tenderer shall itself determine when and how the training is to be carried out. The tenderer shall carry out the training in such a way that at the end of the training the participants will be able to perform the relevant maintenance works in the correct manner.

**Proof:** tenderer to **submit its own declaration** that it will carry out training and at the same time it should **attach the precise** scope and schedule of maintenance works that the contracting authority can perform itself.

#### **C 21: 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) and instructions for use. The selected tenderer shall supply the warranty and service booklets upon delivery of the tricycles. The tenderer shall **compile a shorter set of instructions** for maintenance and use/warnings (A4 format) in Slovenian.

**Proof:** tenderer to submit the documents specified in the condition.

#### **C 22: Replacement parts**

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 five business days.

The tenderer may not limit the quantity of replacement parts and must enable the contracting authority to purchase them at a discount specified in the Tender pro forma invoice.

**Proof:** tenderer to **submit its own** declaration.

#### **C 23: First service**

Prior to delivery to the contracting authority, the tenderer must perform a free first service on each electric tricycle.

**Proof:** **signature** of the **Declaration** form fulfils this condition

#### **C 24: Replacement vehicles**

The tenderer undertakes to provide two replacement electric tricycles (or other suitable replacement vehicles) at each service location when carrying out warranty repairs on the electric tricycles covered by the tender during the warranty period. The tenderer may not limit the quantity of replacement vehicles it supplies.

The tenderer undertakes to provide replacement electric tricycles (or other suitable replacement vehicles) when the contracting authority's vehicles are undergoing out-of-warranty repairs (maintenance, damage, vehicle faults, etc.).

The costs of maintenance, insurance and possible damage to replacement vehicles (except for damage due to actions not in accordance with the instructions for use) shall be covered by the tenderer.

**Proof:** **signature** of the **Declaration** form fulfils this condition.

#### **C 25: Fulfilment of technical characteristics**

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

**Proof:** attached **technical characteristics**

### **C 26: 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. Testing shall be carried out free of charge for the contracting authority.

**Proof:** tenderer to submit **its own declaration** to the effect that it shall deliver a sample vehicle to the contracting authority at the latter's request within 14 days of a request. The contracting authority will test the means of transport for up to 30 days.

**C 27:** The tenderer shall 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.

**Proof:** **signature** of the **Declaration** form fulfils this condition

**C 28:** Maintenance works may only be performed by qualified service workshops that can ensure that the right replacement parts are installed and that have at their disposal the appropriate tools for servicing the relevant make of electric tricycle. Maintenance work may also be performed by the contracting authority's employees trained by the contractor. In this situation the warranty remains valid.

**Proof:** **signature** of the **Declaration** form fulfils this condition

**C 29:** The tenderer shall submit a declaration on conformity and a valid CE designation.

**Proof:** tenderer to **submit a declaration**

**C 30:** At least one reference for the supply of electric tricycles in the last three (3) years in the European Union for at least five (5) vehicles of the same type.

**Proof:** tenderer to **submit a reference**.

**C 31:** at the contracting authority's request the **selected tenderer** must submit an officially valid price list for replacement parts for the E-tricycles.

**Proof:** **signature** of the **Declaration** form fulfils this condition.

### **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 subject of the contract is the supply of 89 electric tricycles and their maintenance for a period of five (5) years. Objective and purpose:

- the quick, comfortable and safe transport of postal delivery workers, postal consignments and tools in urban areas;
- the safety and complete protection of postal consignments and tools from external effects during transport.

## 4.2 Electric tricycles

Table 1 gives a detailed breakdown.

Table 1: Breakdown of number of electric tricycles

Item no.	Business unit	Number of <b>electric tricycles</b>
1.	Ljubljana	70
2.	Maribor	19
		<b>89</b>

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.

### 4.2.1 Technical requirements:

<b>1. General requirements</b>	<b>Condition/Criterion</b>
Electric tricycle is intended for the transport of cargo	Condition
Conformity declaration / CE designation on the product or documentation	Condition
Declaration of conformity with standard DIN 79010 for transport and cargo bicycles	Condition
Maximum assisted speed 25 km/h, in accordance with the regulations for Pedelec 25	Condition
Two wheels on the back axle	Condition
Turning circle smaller than 3.3 m	Condition
Range of fully loaded vehicle with driver at least 30 km on flat, paved ground	Condition
Minimum service life of the e-tricycle 8 years	Condition
Supply of 89 vehicles (65 in 2025 and 24 in the first quarter of 2026. Successive supply of 15 vehicles per month envisaged).	Condition
Warranty for the entire e-tricycle 24 months (additional points for longer warranty)	Condition + Criterion
Warranty for the battery 36 months (additional points for longer warranty)	Condition + Criterion
<b>2. Load carrying capacity and dimensions</b>	<b>Condition</b>
Total permitted weight: at least 250 kg (including vehicle, driver and cargo)	Condition
Minimum load carrying capacity of rear cargo bay: 60 kg	Condition
Minimum volume of rear pannier/panniers: 0.25 m <sup>3</sup>	Condition
Minimum load carrying capacity of front cargo bay: 15 kg	Condition
Minimum volume of front pannier/panniers: 0.15 m <sup>3</sup>	Condition
Maximum external width of vehicle 1,000 mm	Condition

<b>3. Motor and drive system</b>	<b>Condition</b>
Motor with at least 250 W nominal power	Condition
Minimum torque of motor 70 Nm	Condition
Possibility of assistance with gas throttle grip when starting off and up to 6 km/h for easy handling at low speeds	Condition
Rear-wheel drive	Condition
<b>4. Battery and range</b>	<b>Condition</b>
with capacity of LiFePo4 battery at least 550 Wh	Condition
Lifespan with at least 2,500 charging cycles	Condition
Battery charging from 0 to 100% in a maximum of 10 hours	Condition
Schuko 230V charging adaptor included	Condition
The battery must be attached to the tricycle with a locking mechanism that ensures that it is properly in place and that prevents any contact failure during operation.	Condition
<b>5. Brakes and safety</b>	Condition
Hydraulic disk brakes on all wheels	Condition
Parking brake for safe parking	Condition
Front light: White LED of at least 200 lm	Condition
Rear light: Red LED with brake light	Condition
Light reflecting fixtures on all sides for better visibility in traffic	Condition
<b>6. Wheels and frame</b>	<b>Condition</b>
Colour of the frame to match the visual identity of the contracting authority	Condition
Padded seat for greater comfort during longer use	Condition
Durable wheel rims with sufficient load bearing capacity for standard tyre dimensions	Condition
<b>7. Cargo space and adaptability</b>	<b>Condition</b>
Modular system for rapid changing out of letter holders front and back	Condition
Protection against rain and moisture	Condition
Possibility of corporate graphic personalisation (RAL colours, digital print on panniers)	Condition
Possibility of placing standard letter holders of 470x267x210 mm in panniers (at least 1 in front and at least 4 in the back)	Condition
<b>8. Servicing, maintenance and elimination of faults</b>	<b>Condition</b>
Provision of servicing and replacement parts for at least another five (5) years after the expiry of the minimum service life	Condition
<b>8.1 Regular maintenance</b>	<b>Condition</b>
The tricycle must have clearly specified maintenance intervals that are not shorter than 1,500 km	Condition
<b>8.2 Service network</b>	<b>Condition</b>
The provision of regular and extraordinary servicing must be carried	Condition

out in Slovenia, in at least two locations. The first location must be in the area of the Ljubljana business unit (PE LJ) – in a radius by road of 35 km from LJ MSLC, Cesta v Mestni log 81, 1000 Ljubljana. The other location must be in the area of the Celje business unit (PE CE) or Maribor business unit (PE MB) – in a radius by road of 15 km from Maribor MSLC, Zagrebška cesta 10, 2000 Maribor, and radius by road of 15 km from the Celje logistics post office, Gaji 29, 3102 Celje.	
Servicing must ensure original replacement parts within a deadline of five (5) business days	Condition
Technical support and instructions must be available in Slovenian	Condition
<b>8.3 Diagnostics and elimination of faults</b>	<b>Condition</b>
The tricycle must have an integral battery charge indicator	Condition
The tricycle must offer the possibility of rapidly changeable battery. Battery can be changed by the user without the use of additional tools.	Condition
Telephone hotline support during working hours with a maximum response time of 24 hours from the call for support	Condition
Acceptance for servicing within a maximum of 48 hours from reporting of fault	Condition

#### **Reliability requirements:**

- 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 30 km a day.

#### **Technological requirements:**

- 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:**

- 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
- 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:**

- 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:**

- urban traffic
- dry and wet weather from -25°C to 40°C



#### 4.2.2 Place, method and deadlines of performance of the contract

**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.

**Inventory of goods and works:** The requirements regarding the technical characteristics of the electric tricycles are contained in an annex.

**Delivery deadline:** Delivery of the electric tricycles shall be carried out as follows: in 2025 delivery of 65 units and in 2026 delivery of 24 units in the first quarter of 2026.

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

#### 4.2.3. Other

- 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 check compliance with the technical characteristics on the sample vehicle provided by a tenderer. **On the request of the contracting authority** tenderers must provide a sample of the means of transport offered, whereby the suitability of the electric tricycle will be verified. Without the appropriate confirmation from the contracting authority regarding the suitability of the electric tricycle under the terms of the tender requirements, the tenderer will not be given confirmation of acceptance for the supply of electric tricycles.
- All the costs of verifying the compliance of a vehicle shall be borne by the contractor, specifically: the costs of transport to the location and costs of return of the vehicle to the tenderer. The tenderer shall fetch and remove the vehicle within one week of being informed that the testing has been completed.
- The date and precise location for delivery of the sample should be arranged in advance with the contracting authority's contact person (Damjan Kramp, Tel: +386 (0)2 449 2257, email: damjan.kramp@posta.si). Where necessary the contracting authority may test a sample in the field for up to 30 days.
- 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 official catalogues, service and warranty booklets, etc.

- The contracting authority expects the tenderer to provide training for the contracting authority's maintenance staff to facilitate easier repairs of the electric tricycles, access to the purchase of replacement parts and at the contracting authority's request, the presentation of a price list of original replacement parts and parts that are equivalent to the original parts.
- 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. Under no circumstances shall costs be imposed on the contracting authority for the compiling of a breakdown of costs.
- The precise locations, dates and times of deliveries shall be formalised for each delivery separately. The delivery periods shall be determined more precisely when the framework agreement is signed.

#### 4.3 For the maintenance of electric tricycles

- **Location of electric tricycle maintenance:** service workshop of the selected tenderer or in the field, whenever the contracting authority requests the contractor to provide servicing in the field. In such case the contractor shall be entitled to charge for travel costs per kilometre at a market-comparable rate.
- **Maintenance deadline:** 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. More complex work shall be completed no later than within three working days of the day the service workshop received the replacement parts.
- **Returns** for unsatisfactory work shall be dealt with by the contractor upon request by the contracting authority as soon as possible (no later than one day or twenty-four (24) hours after the request) or as agreed with the contracting authority.
- **Method of performance of the contract:**  
The contracting authority shall deliver electric tricycles for repair as agreed, and retrieve the repaired vehicles from the contractor at its own expense. Where necessary the contracting authority may request the contractor to pick up or deliver electric tricycles. In such case the contractor shall be entitled to charge for travel costs per kilometre.
- **Validity and duration of the framework agreement:** following the signing of the agreement and for five (5) years thereafter.

**4.4 Administrator of the framework agreement:** Damjan Kramp, Tel: + 386 (0)2 449 2257.  
email: [damjan.kramp@posta.si](mailto:damjan.kramp@posta.si).

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 (0)3 424 3645 and Peter Plazar, Tel: +386 (0)3 424 3644, Novo Mesto area, Aleš Lavrič, Tel: +386 (0)7 371 8643

- Koper business unit, Koper area, Maks Vlašič, Tel: +386 (0)1 243 16 32, Nova Gorica area, Denis Bratina, Tel: +386 (0)5 332 5642

- Ljubljana business unit, Ljubljana area and Ljubljana MSLC, Andrej Špelič, Tel: +386 (0)1 243 16 25, Marko Sojer Tel: +386 (0)1 243 1644, Kranj area, Matjaž Sušnik, Tel: +386 (0)1 243 16 27
- Maribor business unit, Maribor area, Sandi Kokot, Tel: +386 (0)2 449 2797, Marjan Satler, Tel: +386 (0)2 449 2747, Murska Sobota area, Vladimir Sapač, Tel: +386 (0)2 449 2622

**The tenderer shall submit the "Offer to tender" form in the "Other enclosures" section in Phase 1 and again in the "Proforma invoice" 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 electric tricycles with 5-year maintenance" following the negotiated procedure with prior publication of contract notice, we hereby submit our tender bid as follows:

**1. TENDERER DETAILS**

TENDERER'S (COMPANY) NAME: \_\_\_\_\_

TENDERER'S ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FRAMEWORK AGREEMENT SIGNATURE CATEGORY: (*Circle as appropriate)	DIGITAL SIGNATURE	HANDWRITTEN SIGNATURE
	_____	_____

VAT IDENTIFICATION NUMBER: \_\_\_\_\_

COMPANY ID NUMBER: \_\_\_\_\_

BANK ACCOUNT NUMBER: \_\_\_\_\_

PERSON AUTHORIZED TO SIGN  
THE FRAMEWORK AGREEMENT: \_\_\_\_\_

AUTHORIZED REPRESENTATIVES  
OF THE TENDERER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Place and date:

Tenderer:

Signature and company seal:

\* In view of the process of digitalization at Pošta Slovenije we ask for digital signing of documents.

The tenderer shall submit the Tender pro forma invoice in the **“Pro forma invoice” section in Phase II.**

**Form**

## 2. TENDER PRO FORMA INVOICE

Item 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
<b>Criterion 1</b>	Purchase of new electric tricycles	unit	89		

### 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.

**Criterion 2** Warranty period for a tricycle without battery shall be at least 24 months.

**We are offering: ..... months (to be completed by the tenderer)**

**Criterion 3** Warranty period for a battery shall be at least 36 months.

**We are offering: ..... months (to be completed by the tenderer).**

**Criterion 4** The amount of discount on the prices in the official price list for original replacement parts or replacement parts equivalent to originals

..... %

**Criterion 7:** Transport costs

**We are offering the cost of transport per km of: EUR..... excluding VAT (to be completed by the tenderer).**

**Condition 16** The warranty period for installed replacement parts and work performed shall be not less than twelve (12) months.

**We are offering: ..... months (to be completed by the tenderer)**

**Condition 17** The warranty for the sticker shall be not less than eight (8) years.

**We are offering: ..... years (to be completed by the tenderer)**

The tenderer shall submit the Tender pro forma invoice in the **“Pro forma invoice” section during Phase II.**

**2.1 TENDER PRO-FORMA INVOICE for MAINTENANCE** is located in the appendix to the tender dossier, specifically:

1. Tender pro-forma invoice for regular maintenance
2. Tender pro-forma invoice for special maintenance

**In Phase II the tenderer shall submit both completed excel tables for maintenance and also the Tender pro-forma invoice for the purchase of electric tricycles.**

**2.1 Tenders shall be valid** until at least 31 October 2025.

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

In/at:

Tenderer:

Signature:

The tenderer shall submit the fully completed "Technical characteristics" form (**Condition 25**) in the "Other enclosures" section in Phase 1.

<b>TECHNICAL CHARACTERISTICS – ELECTRIC TRICYCLE</b>			Enter the value or confirm that the technical requirements are met (YES)
<b>Enter the make and model of electric tricycle:</b> <hr/>			
<b>1. General requirements</b>			
Electric tricycle is intended for the transport of cargo		(enter)	
Conformity declaration / CE designation on the product or documentation		(enter)	
Declaration of conformity with standard DIN 79010 for transport and cargo bicycles		(enter)	
Maximum power-assistance speed	Max. speed may be 25 km/h, in accordance with the Pedelec 25 regulations	(enter value)	
Two wheels on the back axle			
Smallest turning circle	Less than 3.3 m	(enter value)	
Range of fully loaded vehicle with driver	At least 30 km on flat paved ground	(enter value)	
Minimum service life of the e-tricycle	Min. 8 years	(enter value)	
Supply of 89 vehicles (65 in 2025 and 24 in the first quarter of 2026).			
Warranty for entire e-tricycle without battery	Min. 24 months(additional points for longer warranty)	Enter total warranty in months	
Warranty for battery	Min. 36 months(additional points for longer warranty)	Enter total warranty in months	
<b>2. Load carrying capacity and dimensions</b>			
Total permitted weight: at least	Min. 250 kg (including vehicle, driver and cargo)	(enter value)	
Load carrying capacity of rear	Min. 60 kg	(enter value)	

cargo bay			
volume of rear pannier/panniers	Min. 0.25 m <sup>3</sup>	(enter value)	
Load carrying capacity of front cargo bay	Min. 15 kg	(enter value)	
Load carrying capacity of front cargo bay	Min. 0.15 m <sup>3</sup>	(enter value)	
External width of vehicle maximum	max. 1,000 mm	(enter value)	
<b>3. Motor and drive system</b>			
Rated power of motor	Min. 250W	(enter value)	
Motor torque	Min. 70 Nm	(enter value)	
Possibility of assistance with gas throttle grip when starting off and up to 6 km/h for easy handling at low speeds			
Rear-wheel drive			
<b>4. Battery and range</b>			
LiFePo4 battery	Min. capacity 550Wh	(enter value)	
Service life	Min. 2,500 charging cycles	(enter value)	
Battery charging	0 to 100% in a maximum of 10 hours	(enter value)	
Schuko 230V charging adaptor	included		
The battery must be attached to the tricycle with a locking mechanism that ensures that it is properly in place and that prevents any contact failure during operation.			
<b>5. Brakes and safety</b>			
Hydraulic disk brakes on all wheels			
Parking brake for safe parking			
Front light	White LED with min. 200 lm illumination	(enter value)	
Rear light	Red LED with brake light	(enter value)	



Light reflecting fixtures on all sides for better visibility in traffic			
<b>6. Wheels and frame</b>			
Colour of the frame to match the visual identity of the contracting authority	The colour must be white (e.g. RAL 9010)		
Padded seat for greater comfort during longer use			
Durable wheel rims with sufficient load bearing capacity for standard tyre dimensions			
<b>7. Cargo space and adaptability</b>			
Modular system for rapid changing out of letter holders front and back			
Protection against rain and moisture			
Possibility of corporate graphic personalisation (RAL colours, digital print on panniers)			
Possibility of placing standard letter holders of 470x267x210 mm in panniers	Min. 1 piece in front, 4 pieces in back	(enter value)	
<b>8. Servicing, maintenance and elimination of faults</b>			
Provision of servicing and replacement parts for at least another five (5) years after the expiry of the minimum service life			
<b>8.1 Regular maintenance</b>			
The tricycle must	not shorter than 1,500 km	(enter value)	

have clearly specified maintenance intervals			
<b>8.2 Service network</b>			
The provision of regular and extraordinary servicing must be carried out in Slovenia, in at least two locations.	One location in the area of the Maribor business unit or Celje business unit and another in the area of the Ljubljana business unit.	(enter locations)	
Servicing must ensure original replacement parts or parts equivalent to originals within a deadline of five (5) business days			
Technical support and instructions must be available in Slovenian			
<b>8.3 Diagnostics and elimination of faults</b>			
The tricycle must have an integral battery charge indicator			
The tricycle must offer the possibility of rapidly changeable battery. Battery can be changed by the user without the use of additional tools			
Telephone hotline support during working hours with a maximum response time of 24 hours from the call for support			
Acceptance for servicing within a maximum of 48 hours from reporting of fault			

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

**Num** We hereby declare that we agree to and meet the following conditions:  
**ber**

1. **C 12:** Technical support and instructions must be available in Slovenian.
2. **C 18:** 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.).
3. **C 19: Training** The tenderer shall organise training and education of vehicle fleet managers with regard to the correct and economical use of the electric tricycles and after-sales activities related to the electric tricycles, in all business unit areas. The training and education must be provided in the period prior to the supply and takeover of the electric tricycles. The contracting authority and tenderer shall mutually agree on the relevant details.
4. **C 23: First service** Prior to delivery to the contracting authority, the tenderer must perform a free first service on each electric tricycle.
5. **C 24: Replacement vehicles** The tenderer undertakes to provide two replacement electric tricycles (or other suitable replacement vehicles) at each service location when carrying out warranty repairs on the electric tricycles covered by the tender during the warranty period. The tenderer may not limit the quantity of replacement vehicles it supplies.  
The tenderer undertakes to provide replacement electric tricycles (or other suitable replacement vehicles) when the contracting authority's vehicles are undergoing out-of-warranty repairs (maintenance, damage, vehicle faults, etc.).  
The costs of maintenance, registration, insurance and possible damage to replacement vehicles (except for damage due to actions not in accordance with the instructions for use) shall be covered by the tenderer.
6. **C 27:** The tenderer shall 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.
7. **C 28:** Maintenance works may only be performed by qualified service workshops that can ensure that the right replacement parts are installed and that have at their disposal the appropriate tools for servicing the relevant make of electric tricycle. Maintenance work may also be performed by the contracting authority's employees trained by the contractor. In this situation the warranty remains valid.

8. **C 31:** at the contracting authority's request the **selected tenderer** must submit an officially valid price list for replacement parts for the E-tricycles.

.....

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 upload the "Fire safety statement" form to the "Other enclosures" section.

**Form**

## **FIRE SAFETY STATEMENT**

.....  
.....  
.....

(name and address of the Contractor)

### **STATEMENT**

#### **of familiarity with fire safety regulations and fire safety instructions**

We hereby state that, before beginning the work that we will perform at:

.....,  
(name of the business unit and location of workplace)

we were briefed on the fire safety regulations of Pošta Slovenije d.o.o. and the Fire Safety Instructions for External Contractors on the basis of agreement/order no. .... of .....

We hereby undertake, during our work, to observe the provisions of the Fire Safety Regulations and the Fire Safety Instructions, and to avoid causing the threat of a fire or explosion that would endanger the safety of the Contracting Authority's employees and property.

Our person responsible for the implementation of fire safety measures is:

.....  
(name and surname)

.....  
(phone)

Date: .....

**Note:** The Tenderer is obliged to send a signed statement to a fire expert specialist before beginning work.

## **FIRE SAFETY INSTRUCTIONS (Contractors)**

### **I. ORGANISATION OF FIRE SAFETY**

Every contractor working in the company's buildings is responsible for ensuring fire safety. To that end, the contractor's primary tasks, duties and responsibilities shall be as follows:

- works may only be performed by workers who have been trained and whose knowledge of fire safety has been tested;
- only the requisite work equipment, without defects, may be used to perform work;
- prior to performing work, the contractor:
  - shall be briefed on a summary of the fire safety regulations posted in the building in which it will perform its work;
  - shall arrange the work area and ensure the appropriate fire safety measures. The work area shall be equipped with additional equipment and means for extinguishing and preventing fires; and
  - shall brief the person responsible for fire safety on the date and time when work will commence, and on planned fire safety measures;
- work shall be carried out so as not to degrade the current level of fire safety and to avoid activities that could result in the threat of fire;
- while performing its work, the contractor shall observe the recommendations and observations of the person responsible for fire safety and the fire safety measure expert stated in the fire safety regulations summary;
- before beginning works that could result in a threat to fire safety, the contractor shall obtain written authorisation from relevant expert and organise a fire brigade, as necessary; and
- the contractor shall immediately inform the person responsible for fire safety and the expert stated in the fire safety regulations summary of any perceived or identified deficiency or irregularity that could affect fire safety.

### **II. PREVENTIVE MEASURES**

Persons shall conduct themselves in the company's buildings and in work areas in such a way that will not degrade or pose a threat to fire safety, and that will not result in the threat of a fire. To that end, the following preventive measures shall be taken into account and implemented:

- fire extinguishers placed in a building shall not be relocated from their defined positions;
- fire extinguishers, hydrants and electrical cabinets shall not be blocked by parts used in the course of work, or by equipment, waste, etc. A minimum of 70 cm of unhindered space shall be left in front of fire extinguishers, hydrants and electrical cabinets.
- nothings shall be discarded or stored in hallways, staircases or evacuation routes. These shall remain free and normally passable at all times;
- waste arising during the course of work shall be separated and removed from the work area on an ongoing basis or by no later than the end of the business day;
- works that could result in the threat of a fire shall not be performed without authorisation from the fire safety expert;
- only the amount of hazardous material required for a single day's work may be transferred to or stored in a building or work area; and
- the contractor shall verify that all potentially hazardous materials are removed every time the building or work area is vacated.



### **III. PROCEDURES AND TASKS IN THE EVENT OF A FIRE**

Remain calm and of sound mind in the event of a fire, and assess the size of the fire.

If you assess that you are capable of extinguishing the fire alone without causing harm to yourself or others, use a fire extinguisher to put out the fire.

Observe the following procedure, if you assess that you are unable to extinguish the fire:

- warn the persons in the building of the fire and sound the fire alarm;
- do not expose yourself to danger or a life-threatening situation during a fire;
- help those in danger before attempting to save equipment, documentation, etc.;
- save only the most valuable equipment and most important documentation;
- when leaving the area affected by the fire, close all windows, turn off electric and gas-powered equipment, turn off the ventilation system and close the door behind you, if all of these tasks are possible;
- open windows along the evacuation route to reduce the threat of smoke;
- ensure unhindered access to the building by intervention vehicles;
- gather in front of the building or at the assembly point set out in the evacuation plan, and report to the person responsible for extinguishing the initial fires and evacuation; and
- if you are unable to leave the building because the evacuation route is impassable, move away from the fire to the safest possible area with a window. Seal the door to the area against the entry of smoke and alert others to your location from the window.

### **IV. PROCEDURES AND TASKS IN THE EVENT OF A FIRE**

Regardless of the size of a fire, the person responsible for fire safety and the fire safety expert stated in the fire safety regulations summary shall be informed immediately after the fire.

The location of the fire shall be secured immediately after the fire. Nothing may be cleaned or removed from the site of the fire until the fire has been investigated.

Following a fire, electric and gas powered equipment and devices that were exposed to the fire may not be used until they have been inspected and deemed safe for use.

A statement shall be prepared after a fire outlining the time and cause of the fire, equipment destroyed, etc.

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. 833/2014<sup>2</sup> 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

Kraj in datum:

Podpis:

---

<sup>2</sup> 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"

**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 [Kodeks ravnanja za dobavitelje Skupina Pošta Slovenije.pdf \(posta.si\)](#);
- by signing this Declaration, we undertake to act in accordance with the applicable national and international regulations in the course of our business operations. We will adhere to the highest standards of ethical and business conduct, and thereby comply with the provisions of the Code.

Place and date:

Signature:

The tenderer shall upload the below "Subcontractor's request for and consent to direct payment" form during Phase 1 to 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))

<b>Name of subcontractor:</b>	
<b>Registered office/address of subcontractor:</b>	

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 should submit the reference in the section "Other enclosures"

**Reference confirmation for tenderer – in accordance with Condition 30**

Name and address of the entity confirming the reference:

---

VAT ID number \_\_\_\_\_, registration number \_\_\_\_\_

**DECLARATION**

We hereby declare that the company

---

(contractor's name and registered office)

performed the supply of electric tricycles successfully and within the agreed deadlines:

<b>Text</b>	<b>To be completed by the entity confirming the reference</b>
Number of electric tricycles supplied (minimum 5 units)	
Contract number	
Date of delivery	
Place of performance	

We hereby confirm that, based on our order, the aforementioned contractor carried out to a high quality and within the agreed timelines the reference work. We issue this certificate at the contractor's request, and it shall apply exclusively to the needs of its bidding for a public contract.

**Contracting authority's responsible person** from whom additional information can be obtained:

First name and surname:

Telephone:

Email address

NOTE:

1. In the case of multiple reference certificates the form shall be photocopied.

Place and date:

Name, surname, stamp and signature  
of the person responsible at the entity  
confirming the reference:

## SAMPLE FRAMEWORK AGREEMENT

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

and

name/title....., address....., registration no....., VAT ID no SI....., represented by..... (position, first and last name), hereinafter: the **Supplier**

*(tenderer enters the requested data, as well as the position held by 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 Supplier 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

The subject of the framework agreement is the **supply of 89 electric tricycles and their maintenance for a period of five (5) years**, in accordance with the Contracting Authority's technical specifications and the technical characteristics. The technical specifications and technical characteristics of the electric tricycles form an annex and integral part of the agreement.

The Supplier's tender and the Contracting Authority's tender dossier form an annex and integral part of the agreement.

#### Article 3

##### ***Deadline, location, quantity and method of delivery***

The electric tricycles will be supplied in two intervals:

1st interval: no later than 31 December 2025, the supply of 65 electric tricycle units, and

2nd interval: no later than 31 March 2026, the supply of 24 electric tricycle units.

The precise locations, dates and times of deliveries shall be formalised for each delivery separately. The delivery periods shall be determined more precisely when the framework agreement is signed.

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.



The quantities of electric tricycles that must be delivered to a specific business unit or area of the Contracting Authority are shown in the distribution list below.

**Table 1: Distribution breakdown of electric tricycles**

Item No.	Business unit	Number of <b>electric tricycles</b>
1.	Ljubljana	70
2.	Maribor	19
		<b>89</b>

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.

Upon the delivery of electric tricycles the Supplier must sign a delivery note and hand over to the Contracting Authority:

- official documents from the manufacturer (showing the technical characteristics of the vehicle);
- the warranty and service booklet;
- instructions for use;
- a shorter set of instructions for maintenance and use/warnings in Slovenian.

Prior to every dispatch to a business unit area, the Supplier 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 Supplier undertakes to carry out a free-of-charge first service on every electric tricycle prior to delivery.

The Supplier undertakes to provide all replacement parts at the authorised service provider or at the head company as a rule within twenty-four (24) hours, and no later than in five (5) business days.

The Supplier may not limit the quantity of replacement parts and must enable the Contracting Authority to purchase them at a discount specified in the Tender pro forma invoice.

The contracting parties undertake to work closely together to fulfil their obligations. To this end, they shall actively communicate with each other and agree on the implementation of supply under this agreement. In meeting the contractual obligations, the Supplier shall comply in full with the contractual undertakings contained in its tender and with the Contracting Authority's requirements.

**Location of electric tricycle maintenance:** service workshop of the Supplier or contractor or in the field, whenever the Contracting Authority requests the contractor to provide servicing in the field. In such case the contractor shall be entitled to charge for travel costs per kilometre at a market-comparable rate.

**Electric tricycle maintenance deadline:** 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. More complex work shall be completed no later than within three working days of the day the service workshop received the replacement parts.

**Method of providing maintenance for the electric tricycles:** the Contracting Authority shall deliver electric tricycles for repair as agreed, and retrieve the repaired vehicles from the contractor at its own expense. Where necessary the Contracting Authority may request the contractor to pick up or deliver electric tricycles. In such case the contractor shall be entitled to charge for travel costs per kilometre.

#### **Article 4**

##### **Contract value, prices**

The price shall be fixed, and expressed in euros (EUR), net of value added tax (VAT). All costs shall be included in the price. VAT shall be stated separately, as per the Tender pro forma invoice.

**The price of the electric tricycle shall cover all costs incurred by the Supplier in fulfilling the contract.** The Contracting Authority shall not permit the Supplier to make additional charges.

##### **The purchase price for the electric tricycles must include:**

- production of the tricycles, including compulsory and additional equipment;
- supply of the tricycles to the location specified by the Contracting Authority, including any costs;
- manufacture and application of stickers bearing the Contracting Authority's logo;
- training and any other costs.

##### **The price of maintaining the electric tricycles must include:**

- the price of labour – servicing hours;
- the price of spare parts and consumables;
- the amount of discount on the prices in the official price list for original replacement parts or replacement parts equivalent to originals (%).

The price for servicing hours shall be charged for standardised hours for repairs and servicing at the Contracting Authority's location or in the field. Standardised hours are set out in the Tender pro forma invoice form. The above means that charging by the minute must also be enabled.

A servicing hour shall be standard for all works irrespective of the complexity of the work.

The contracting authority makes no undertaking to have all maintenance work performed solely by the selected contractor. This relates to minor repairs such as changing tyres, replacing braided wire and similar, which the Contracting Authority can perform based on training from the contractor. In such repairs the warranty for the electric tricycle and battery remains valid.

The contractor also undertakes to arrange for the disposal and removal of unusable parts, oils and tyres free of charge for those replacements performed by the contractor.

The contractor or the Contracting Authority may propose a change (an increase or decrease) to the prices with respect to any 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 on which the services were initially rendered or from the date of the last change in prices (applicable to the maintenance of electric tricycles). 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 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 undertake to **carry out the price change** and confirm it by concluding an annex to the agreement, in which the date of validity of the new prices is also stated.

## **Article 5**

### **Quality and complaints**

The Supplier must supply electric tricycles that meet the required technical specifications of the Contracting Authority and the technical characteristics set out in the tender dossier, and they must comply with the existing standards and declarations and with the requirements for safety, health and protection of the environment as specified by the European directive – European compliance CE. The tenderer shall also submit a declaration of compliance.

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

**Returns** for unsatisfactory work shall be dealt with by the Supplier upon request by the Contracting Authority as soon as possible (no later than one day or twenty-four (24) hours after the request) or as agreed with the Contracting Authority.

## **Article 6**

### **Complaints, warranty and guarantees**

The Contracting Authority undertakes to perform quantitative acceptance and inspect electric tricycles that it receives from the Supplier. Obvious defects shall be entered in the records and reported to the Supplier. The Supplier 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 or a postal delivery worker to the Supplier 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 Supplier undertakes to remedy the defects immediately, or no later than five (5) business days after receiving an official complaint.

If the Supplier fails to rectify the defect by the agreed deadline, it shall be liable to the Contracting Authority for any damages incurred by the latter.

The rectification of defects resulting from negligence or lack of diligence on the part of the Supplier must be effected free of charge by the Supplier.

## **Article 7**

The Supplier shall provide for the entire electric tricycle (excluding battery) a general warranty lasting..... months (*minimum 24 months*) without any restriction on kilometres driven. The warranty shall take effect on the day the handover record is signed by the Contracting Authority and the Supplier.

The Supplier shall give a warranty of a duration of.....(*not less than 36 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 Supplier. The adequacy of the battery is defined as 75% capacity relative to a new battery.

The Supplier shall give a warranty for installed replacement parts and work performed for a period of..... (*not less than 12 months*). The contractor shall resolve all justified complaint claims free of charge within five (5) calendar days of receiving the written complaint. The contractor shall notify the Contracting Authority of the status of its request within twenty-four (24) hours.

The Supplier shall give a warranty for the production and placement of stickers for a period of..... (not less than 8) years. The warranty period shall start on the day the handover record is signed by the Contracting Authority and the Supplier. The Supplier undertakes to remedy defects that appear in the course of normal use during the warranty period free of charge.

The Supplier 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.).

If an electric tricycle is exchanged or significantly repaired during the warranty period, the warranty period shall start again from the beginning.

## **Article 8**

### **Payment terms**

The payment deadline shall be thirty (30) days after the invoice is received from the Supplier or 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;
- date of provision of service;
- type of service;
- labour or service hour;
- specification of the materials used;

the name, surname and signature of the contractor and Contracting Authority.

The invoice date may not be earlier than the date of delivery of goods or the performance of services. The invoice shall bear a reference to the purchase order number, to be received by the Supplier or Contractor from the administrator of the framework agreement after the framework agreement has been concluded, and the reference number of the Framework Agreement.

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).

## **Article 9**

### **Performance bond**

#### **Performance bond for purchase of electric tricycles**

The Supplier undertakes to submit an original performance bond no later than within ten days of the concluding of the Framework Agreement, **regardless of the value of the tender**, amounting to 10% of the total tender value for the purchase of electric tricycles.

The performance bond must remain valid for thirty (30) days after the delivery of the last 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 Supplier fails to correct the defects by the agreed deadline, whereupon the Contracting Authority may correct the defects at the Supplier'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.

### **Performance bond for maintenance of electric tricycles**

The Supplier undertakes to submit an original performance bond no later than within ten days of the concluding of the framework agreement, **regardless of the value of the tender**, amounting to EUR 20,000.00 exclusive of VAT for the maintenance of electric tricycles.

The performance bond must be valid for 30 days after the expiry of validity of the framework agreement for maintenance of electric tricycles.

The Contracting Authority shall redeem the performance bond for maintenance of electric tricycles:

- 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 remedy the defects by the agreed deadline, whereupon 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.

## **Article 10 Supplier's obligations**

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

The Supplier undertakes to:

- discharge its obligations under this agreement in a correct and professional manner in accordance with the provisions of the agreement;
- appoint an authorised person responsible for ensuring professional and timely delivery under this agreement, and for resolving any complaints from the Contracting Authority;
- inform the Contracting Authority of all circumstances that could affect the execution of the obligations arising from this agreement;
- bear full liability to the Contracting Authority for the performance of delivery, 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;
- ensure the provision of regular and special servicing in the territory of the Republic of Slovenia, specifically in at least two locations. The first location must be in the area of the

Ljubljana business unit (PE LJ) – in a radius by road of 35 km from Ljubljana MSLC, Cesta v Mestni log 81, 1000 Ljubljana. The other location must be in the area of the Celje business unit (PE CE) or Maribor business unit (PE MB) – in a radius by road of 15 km from Maribor MSLC, Zagrebška cesta 10, 2000 Maribor, and/or radius by road of 15 km from the Celje logistics post office, Gaji 29, 3102 Celje;

- ensure the provision of servicing also using mobile units. The Supplier's 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 – at least one vehicle per location;
- organise training and education of vehicle fleet managers with regard to the correct and economical use of the electric tricycles and after-sales activities related to the electric tricycles, in all areas of the business units, as agreed with the Pošta Slovenije administrator of the agreement. The training and education must be provided in the period prior to the supply and takeover of the electric tricycles;
- organise training and education of the Contracting Authority's vehicle maintenance staff according to the Supplier's proposed maintenance plan – such training and education to be provided prior to takeover of the vehicles. This means that the Contracting Authority expects to obtain details of the precise scope and inventory of the maintenance works that it will be able to perform itself. The Supplier shall itself determine when and how the training is to be carried out. The Supplier shall carry out the training in such a way that at the end of the training the participants will be able to perform the relevant maintenance works in the correct manner;
- the Supplier undertakes in the event of failure of the electric tricycles during the warranty period (repairs covered by warranty during the warranty period) to provide two replacement electric tricycles (or other suitable replacement vehicles) at each service location free of charge. The Supplier may not limit the quantity of replacement vehicles it supplies. The Supplier undertakes to provide replacement electric tricycles (or other suitable replacement vehicles) when the Contracting Authority's vehicles are undergoing out-of-warranty repairs (maintenance, damage, vehicle faults, etc.). The Supplier shall cover maintenance and insurance costs and the costs of any damage to replacement vehicles (with the exception of damage caused by negligence);
- it shall insure other suitable replacement vehicles provided with AO and AO+ insurance, if such replacements are not electric tricycles.

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

Maintenance works may only be performed by qualified service workshops that can ensure that the right replacement parts are installed and that have at their disposal the appropriate tools for servicing the relevant make of electric tricycle. Maintenance work may also be performed by the Contracting Authority's employees trained by the contractor. In this situation the warranty remains valid.

## **Article 11**

The Supplier must formulate a timetable of regular service inspections for the first five years of use with around 5,000 kilometres 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 shall be carried out in accordance with the manufacturer's

prescribed service intervals. The tricycle must have clearly specified maintenance intervals of ..... km (not shorter than 1,500 km).

Regular service inspections shall cover the work performed, consumables and replacement parts. The following details shall be given for each regular service inspection:

- the type of task or work and the number of hours worked;
- a specification, the quantities and the value of the replacement parts and consumables in EUR (excluding VAT);
- the cost of labour for regular service inspections 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. All the service workshops stated by the Supplier shall carry out maintenance operations in accordance with the timetable of regular service inspections submitted.

As part of regular maintenance/repair operations, the Supplier 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.

## **Article 12**

### **Contracting Authority's obligations**

The Contracting Authority undertakes to fulfil its contractual obligations within the deadline stated in this framework agreement.

## **Article 13**

### ***Contractual penalty***

If the Supplier, through its own fault, fails to meet its contractual obligations 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 value. Contractual penalties shall be formulated with regard to the number of electric tricycles whose delivery has been delayed, and to the number of days of delay by individual tricycle; the contractual penalty may thus reach at most ten (10) per cent of the value of the electric tricycles delivered by the Supplier with a delay.

The parties to this framework agreement expressly and irrevocably agree that in the event of a delay in fulfilling the Supplier's obligations hereunder, the Contracting Authority shall not be required to specifically notify the Supplier 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 Supplier, through its own fault, fails to meet its contractual obligations (*non-performance*), it shall pay a contractual penalty of ten per cent (10%) of the value of all electric tricycles that were not supplied.

If the Supplier 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 amount of the contractual penalty shall be calculated and an invoice shall be issued for payment.

## **Article 14**

### **Performance of contractual obligations with subcontractors**

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

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

In performing its contractual obligations under this Agreement, the Supplier 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)*

That portion of the services to be provided by a *specific* subcontractor has been stated by the Supplier in the "Details of subcontractor" form.

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

The Supplier 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 Supplier in the Supplier's place, shall be an annex to and an integral part of this Agreement.

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

In performing its contractual obligations under this Agreement, the Supplier shall work with the following subcontractors: *(to be completed by the tenderer)*

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

That portion of the services to be provided by a *specific* subcontractor has been stated by the Supplier in the "Details of subcontractor" form.

The Contracting Authority shall request that the Supplier send it the following within sixty (60) days of the payment of the final invoice or statement: its own written declaration and the written declarations of subcontractors that the latter have received payment for the goods or services covered by this Agreement. The Supplier undertakes to do so. Should the Supplier fail to send the declarations referred to in this paragraph to the Contracting Authority by the stated deadline, the Contracting Authority shall submit a proposal to the National Review Commission to initiate the misdemeanour proceedings referred to in Article 112(1)(2) of the ZJN-3.

*In both cases, the following shall be entered:*



The Supplier 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 Supplier.

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

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

## **Article 15**

### **Trade secrecy**

The Supplier 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 Supplier 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 Supplier shall also be liable for any unauthorised disclosure, use or abuse of data by its employees and subcontractors.

The Supplier 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 Supplier 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 Supplier shall be liable for damages.

## **Article 16**

### **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/Supplier 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 17**

### **Information security**

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

The Contracting Authority has adopted bylaws, security policies, etc. relating to data protection on these grounds, through which it has established legal, organisational and corresponding logical/technical procedures. These legal acts ensure that the processing of all types of data by the Contracting Authority, particularly personal data, complies with the applicable legislation on data confidentiality, personal data protection and information security in electronic transactions. This prevents the accidental or intentional unauthorised destruction of data, or changes to or loss of data, as well as unauthorised data-processing by unauthorised persons.

The Contracting Authority shall bind the Supplier to put in place a system for the legal and secure provision of services hereunder, as briefed by the Contracting Authority on the legal bases and adopted measures and procedures in the previous paragraphs of this article, and at minimum as defined in Annex 1.

By signing this framework agreement, the Supplier guarantees that it has put in place the required procedures, and that it shall protect data as defined in Annex 1.

All documentation and accesses related to implementation of the subject under this agreement must be stored in a manner that ensures the prevention of unauthorised persons accessing data and products and an audit trail for the provision of services. The Supplier shall be bound to store all documentation related to the fulfilment of supply in accordance with the valid legislation and for a minimum of 10 years following fulfilment of the contractual obligations, for the needs of subsequent verification.

The audit trail shall provide for the presentation of the time sequence of all events related to the execution of individual activities in the implementation of supply, and business transactions recorded in accounts and other records. The audit trail is the totality of all information necessary

to presenting a historical record of significant events and activities in connection with retained data and information, and the systems for collecting, processing and archiving this information. The information included in the audit trail shall be such as to provide indisputable proof of the retained information. Its creation and retention shall ensure that the information is useful and indisputable throughout the retention period.

## **Article 18**

### **Deletion or destruction of data**

In the event of cancellation of this agreement prior to the fulfilment of obligations under the agreement, the secure transfer of data into an appropriately readable format shall be ensured. The Contracting Authority shall also be provided with the means of exporting all data processing reports or records that have arisen, including personal data. Prior to cancellation, the Contracting Authority shall be provided with the possibility of making screenshots or printouts of all advanced visualisations, diagrams, graphs and other visual elements.

Following successful delivery, the Supplier shall delete all the Contracting Authority's data and correspondence (documents) and databases and security copies that were transferred electronically to the Supplier's information system for the purpose of carrying out delivery, as agreed under this agreement.

The Supplier may keep a record or audit trail of the fulfilled contract, whereby after expiry of the designated storage time it must ensure deletion in accordance with the sectorally relevant legislation.

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

## **Article 19**

### **Monitoring data protection and breaches**

The Contracting Authority or its authorised person (including the Contracting Authority's agreement administrator) shall have the right to monitor the fulfilment of the Supplier's obligations under this agreement, and the Supplier must enable this. Monitoring may be conducted by the agreement administrator on the side of the Contracting Authority or another person on the side of the Contracting Authority, who must present to the Supplier authorisation to conduct monitoring issued by the Contracting Authority.

If data protection is breached, including personal data, the Supplier shall immediately inform the Contracting Authority of the breach, and in any event no later than within 24 hours of the incident, by contacting the Contracting Authority's agreement administrator and data protection officer (contactable via email at [dpo@posta.si](mailto:dpo@posta.si)) and handing over to them all the necessary data and information relating to the breach of data protection (including personal data).

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

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

## **Article 20**

### **Encryption**

The contracting parties agree to ensure an appropriate level of encryption in the electronic transmission of data, specifically:

- in every case involving data belonging to the category of trade secrets;
- if so provided by law or if the parties are obliged to do so under the agreement;
- if the content is being transmitted via public network and contains personal data (legal provisions);
- if data of a confidential nature (not accessible to the public) is transmitted via public networks.

## **Article 21**

### **Contact persons**

The agreement administrator is Damjan Kramp, Tel: +386 (0)2 449 2257, email: [damjan.kramp@posta.si](mailto:damjan.kramp@posta.si).

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

- Celje business unit, Celje area, Klemen Gajšek, Tel: +386 (0)3 424 3645 and Peter Plazar, Tel: +386 (0)3 424 3644, Novo Mesto area, Aleš Lavrič, Tel: +386 (0)7 371 8643;
- Koper business unit, Koper area, Maks Vlašič, Tel: +386 (0)1 243 1632, Nova Gorica area, Denis Bratina, Tel: +386 (0)5 332 5642;
- Ljubljana business unit, Ljubljana area and Ljubljana MSLC, Andrej Špelič, Tel: +386 (0)1 243 1625 and Marko Sojer, Tel: +386 (0)1 243 1644, Kranj area, Matjaž Sušnik, Tel: +386 (0)1 243 1627;
- Maribor business unit, Maribor area, Sandi Kokot, Tel: +386 (0)2 449 2797, and Marjan Satler, Tel: +386 (0)2 449 2747, Murska Sobota area, Vladimir Sapač, Tel: +386 (0)2 449 2622.

The Supplier's contact person is....., Tel: ....., email.....

## **Article 22**

### **Withdrawal from the framework agreement**

The Contracting Authority shall be entitled to withdraw from the agreement *without a period of notice* on the basis of a written notice if the Supplier fails to execute its contractual obligations in a timely manner and/or to a sufficient level of quality or in accordance with the provisions of this agreement, or breaches the provisions of this agreement in any other way. The Contracting Authority shall notify the Supplier of its withdrawal through a notice of withdrawal sent by registered post. The agreement shall cease to be in effect on the day following receipt of the notice of termination unless the Contracting Authority enters a later date of cessation of the agreement. If for any reason the Supplier cannot be served the postal item containing the notice of withdrawal, the agreement shall cease to be in force on the date the postal item is posted at the post office. In such case, the Supplier shall not be entitled to any form of compensation.

The Contracting Authority shall bar the Supplier with whom the agreement has been cancelled for the reasons referred to above from participating in the Contracting Authority's other public invitations to tender for the next three (3) years.

The Contracting Authority may withdraw from the agreement *at any time and without stating any reason*, with a three (3) month period of notice. The Contracting Authority shall notify the Supplier of its withdrawal through 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 Supplier, the period of notice shall be deemed to have started on the day the registered postal item was submitted to the post office. If it withdraws from this agreement pursuant to this paragraph, the Supplier shall not be entitled to compensation or to file any other claims.

The Contracting Authority shall consider the poor quality execution of services as a negative reference for the Supplier's other public procurement orders with the Contracting Authority.

### **Article 23** **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 Supplier 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 Supplier 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 Supplier of this within ten (10) days and, at the same time, call upon it to submit evidence within fifteen (15) days that the Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 24**

##### **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 25**

##### **Human rights**

The Supplier 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 26**

##### **Fire safety and occupational health and safety**

The Supplier 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 Supplier shall adhere to the Contracting Authority's building and fire safety provisions.

#### **Article 27**

##### **Anti-corruption clause**

The contracting parties hereby establish that, to the best of their knowledge, neither of them has received, given or promised, prior to or in connection with the conclusion of this agreement, any undue benefit, gift or advantage (hereinafter: undue benefit) aimed at or resulting in the conclusion of this agreement, the conclusion of this agreement under more favourable terms, the omission of due oversight over the performance of this agreement or any other unlawful service or omission in relation to this agreement. The contracting parties also establish that, to the best of their knowledge and in connection with the conclusion of this agreement, no member of senior

management, member of the supervisory board, executive or any other employee of a contracting party involved in procedures relating to the conclusion of this agreement, or any legal entities or natural persons related in a business, official, private or personal capacity to these persons, have been given, offered or promised an undue benefit.

If this agreement was concluded in consequence of an undue benefit given, received or promised to any person referred to in the preceding paragraph, the agreement shall be rendered null and void.

If the giving or offering of an undue benefit by one or other of the contracting parties or by one or other of the contracting parties or a party related to them in relation to third parties (public authorities, agencies or other legal entities or natural persons) occurs during performance of the agreement, the contracting party acting in good faith shall be entitled to withdraw from this agreement without a period of notice and request that the other party reimburse all pecuniary and non-pecuniary damage, including damage to its reputation on the market or with the public.

## **Article 28**

### **Responsibility in the supply chain**

The Supplier 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 Supplier 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 Supplier has undertaken or will undertake to ensure compliance with the Code. It shall be up to the Supplier which option it chooses.

The Contracting Authority, or persons of its choice, shall be entitled to carry out inspections or audits to verify the Supplier's compliance with the Code, including at the Supplier'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 Supplier's business activities and to avoid any breach of the Supplier's obligations to protect its business secrets vis-à-vis third parties. The Supplier 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.

### ***Final provisions***

#### **Article 29**

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 30**

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 31**

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 32**

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

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

This framework agreement shall enter into force upon being signed by both contracting parties, and shall be in force until the fulfilment of the contractual obligations and for five (5) years for maintenance, servicing and rectification of faults.



....., .....

Supplier:

\_\_\_\_\_

\_\_\_\_\_  
[name and surname, position]

Maribor, .....

Contracting Authority:

**POŠTA SLOVENIJE d.o.o.**

\_\_\_\_\_  
[name and surname, position]

## ATTACHMENT 1

### Safety, organisational and other technical measures

In accordance with the legally prescribed requirements, good practices and standards for information security (e.g. ISO/IEC 27001:2013), the contracting authority has adopted bylaws, security policies, etc. relating to data protection on these bases, through which it has established legal, organisational and corresponding logical/technical procedures that at least lay down the following required safety measures:

#### a) Physical protection

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

A control centre has been set up within which physical security and control of buildings and premises is managed via a video surveillance system. Employees report all extraordinary events directly to the control centre, which takes actions in line with the defined protocols.

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

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

All people not employed by the contracting authority shall, prior to entering premises, obtain permission to enter from the responsible person or department. Passes are issued on the basis of the validity of the agreement (duration, buildings, areas).

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

#### b) The technical measures for protecting the information system include:

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

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

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

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

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

#### c) Rules for using the information system

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

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

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

d) Access to and dissemination of data

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

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

Data is encrypted when transmitted via the public telecommunications network.

e) Protection of data against loss

Data stored in electronic form is physically located in secure data centres in the territory of Slovenia. The data centres have a high level of fire protection, independent power sources (UPS and generators), and cooling systems of sufficient capacity. The processes used to secure the data are established in accordance with good practices that follow the ISO/IEC 27001:2013. The data is archived regularly and stored in two or more locations.