Zanesljivo z vami!

Pošta Slovenije

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TENDER DOSSIER

Subject:

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

System for unloading loose items from freight vehicles at Ljubljana PLC and Maribor PLC with four-year maintenance

Public contract no
0016/2025/0016/MVB/6
Procurement no
1100003202

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 following a low-value public contract procedure for the "**System for unloading loose items from freight vehicles at Ljubljana PLC and Maribor PLC with four-year maintenance**".

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

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

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

Tenders shall be deemed to have been submitted on time if the contracting authority receives them via the e-JN system at https://ejn.gov.si **by 12:00 noon on 25.7.2025 at the latest.** A tender is deemed to have been submitted if it is designated as "SUBMITTED" in the e-JN information system.

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

Tenders may no longer be submitted after the deadline for their submission has expired.

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

INFORMATION REGARDING THE OPENING OF TENDERS

The opening of tenders shall take place automatically within the e-JN information system **on 25.7. 2025** and shall begin **at 13.00** online at https://ejn.gov.si.

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

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

Yours faithfully,

Vesna Kos Tomažič, MSc
Procurement Director

Monika Jelovica
Adviser

1 GENERAL PROVISIONS OF THE CONTRACT

1.1 Method of performance of the contract

The contracting authority is awarding a contract titled "System for unloading loose items from freight vehicles at Ljubljana PLC and Maribor PLC with four-year maintenance", which will be split into lots.

- LOT 1: System for unloading loose items from freight vehicles at Ljubljana PLC with four-year maintenance
- LOT 2: System for unloading loose items from freight vehicles at Maribor PLC with four-year maintenance

Tenderers must tender for all the types of goods and service contained in the tender (i.e. partial tenders are not permitted).

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

The tenderer shall be notified of the negotiations via the e-JN information system by means of an invitation to negotiate. The contracting authority shall announce the final round of negotiations.

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 per lot, i.e. the tenderer ranked highest in accordance with the criteria set out in the tender dossier.

1.2 Communication with the contracting authority

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

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

1.3 Language

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

Quality certificates and other certificates may be submitted in foreign languages. If during revision and evaluation of tenders, the contracting authority is of opinion that the part of tender, which was not submitted in the Slovenian language, should be translated into Slovenian language, the contracting authority may ask the tenderer to do so at its own cost within a

specified time limit. In case of dispute, the tender bid in the Slovenian language and the part of the tender in the certified translation into the Slovenian language shall be used as a reference.

1.4 Tenders submitted by a grouping of contractors

A joint tender is a tender in which several commercial entities (hereinafter: partners) act together as tenderers and jointly take on the performance of contracts. Partners shall be equal and shall bear unrestricted joint and several liability to the contracting authority for implementation of the contract in its entirety. Tenders must state who the partners are and the lead partner representing them in the tender.

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

1.5 Subcontracting/subcontractors

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

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

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

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

1.6 Variant tenders

Variant (multiple) tenders are not allowed. Only one tender may be submitted by each tenderer. Tenderers submitting more than one tender shall be excluded from the procedure for the award of the contract.

1.7 Amendments, additions and clarifications to the tender 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

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

Payment terms for the system:

- 30% of the value of the tender immediately upon signing of the framework agreement. The contractor shall issue an invoice for the advance payment on the day it receives the payment.
- 40% of the value of the tender upon delivery of the equipment to the contracting authority, when the contracting authority confirms the arrival of the subject of the contract in writing. The contractor shall issue an invoice for the advance payment on the day it receives the payment.
- 30% of the value of the tender at final handover. The contractor shall issue an invoice when the goods are handed over to the contracting authority.

Payment terms for maintenance:
Payments shall fall due within thirty (30) days of receipt of the invoice. A delivery note signed by the contracting authority shall be enclosed with the invoice. The invoice date may not be earlier than the date of delivery of the goods or provision of the service. The invoice must bear a reference to the purchase order number, which will be received by the tenderer from the administrator of the framework agreement after the framework agreement has been concluded.

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

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

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

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

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

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

1.11 Price

The price must be fixed, quoted in Euros (€) and exclusive of Value Added Tax (VAT). All costs must be included in the price. VAT must be stated separately in accordance with the tender quote form (also referred to as "the pro forma invoice form"). Prices in the tender must cover all costs that the tenderer will incur in the performance of the contract.

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

The price shall include:

- the costs of the system components (all items from the subject of the contract);
- transport and installation costs;
- the costs of training operators and maintenance personnel;
- the costs of a basic set of spare parts;
- maintenance costs;
- any other costs.

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

Maintenance price:
The tenderer shall state the price of regular and extraordinary maintenance by indicating the average hourly rate for regular and extraordinary maintenance. If there are several profiles of maintenance personnel, the average hourly rate of the planned profiles is entered, and the tenderer submits the official price list by individual profile of maintenance personnel. The tenderer shall indicate the costs of periodic preventive maintenance and the mileage costs by

showing the cost of one full journey. The maintenance contract is an integral part of the public contract. The selected tenderer shall indicate the price and the method by which the equipment is to be maintained, and specify what maintenance includes in the warranty period and for the remaining years of operation (i.e. after the four-year warranty period expires).

1.12 Criteria

The contracting authority shall determine the **most economically advantageous tender for each lot** using the criteria set out below. The tenderer that achieves the highest number of points on the basis of the criteria will be awarded the contract. The maximum total number of points is **100**.

Criterion 1: Price of goods and services (max. ninety (90) points)
The tender with the lowest price or total value (devices, delivery, transport, assembly, disassembly, training, etc.) shall be awarded the highest number of points. The other tenders shall be awarded a correspondingly lower share of points.

Formula:

$$\text{Number of points for the price offered} = 90 \text{ points} \times \frac{\text{lowest price offered}}{\text{price offered in this tender}}$$

Criterion 2: Warranty period (max. five (5) points)
Tenders shall include a warranty period expressed in months. Tenders with a minimum required warranty period shall receive zero (0) points.
Any extension of the warranty period by six (6) months shall be regarded as an extension of the warranty period of twelve (12) months, with the tenderer receiving one (1) point for each additional six (6) months of extended warranty.
The maximum total warranty period that a tenderer may provide and receive five (5) points for is therefore forty-two (42) months (basic twelve (12) months + five (5) x six (6) months).

Criterion 3: Maintenance of the system (max. five (5) points)
Maintenance shall include the following segments:

- the costs of periodic preventive maintenance;
- the price for an average working hour (regular maintenance) of a service technician from Slovenia;
- the price for an average working hour (regular maintenance) of a service technician from abroad;
- the price for an average working hour (extraordinary maintenance) of a service technician from Slovenia;
- the price for an average working hour (extraordinary maintenance) of a service technician from abroad;
- travel expenses from Slovenia (contractor's head office SI – location of delivery – contractor's head office SI)
- travel expenses from abroad (contractor's head office abroad – location of delivery – contractor's head office abroad)

The tender with the lowest total value (sum of the above items) shall receive the highest number of points. The other tenders shall be awarded a correspondingly lower share of points.

Formula:

$$\text{Number of points for maintenance} = 5 \text{ points} \times \frac{\text{lowest price offered}}{\text{price offered in this tender}}$$

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

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

1.17 Review/Revision of the procedure

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

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

The applicant must simultaneously send a copy of the request for review to the ministry responsible for finance. The contracting authority must notify the tenderers who submitted tenders in the public procurement procedure about the lodging of the request for review within three 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 €2,000 if the request for review relates to the content of the notice, the invitation to tender or the tender dossier for the award of a public contract under the low-value contract procedure.

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 CONDITIONS OF PARTICIPATION / SELECTION CRITERIA

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

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

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

C1 **No criminal record** – no final judgment containing elements of the criminal offences set out in the first paragraph of Article 75 of the ZJN-3 shall have been imposed on the economic operator, or on a person who is a member of an administrative, management or supervisory body of that economic operator, or who has powers of representation, decision-making or control therein.

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

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

C2 On the day the tender submission deadline expires, the economic operator must not be listed in the register of economic operators on whom secondary sanctions of exclusion from procurement procedures have been imposed as arising from point a) of the fourth paragraph of Article 75 of the ZJN-3.

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

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

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

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

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

C4 The contracting authority shall exclude a tenderer from the public contract procedure if:

- insolvency or compulsory winding-up proceedings have been initiated against the business authority under the act governing insolvency and compulsory winding-up proceedings, or

- liquidation proceedings have been initiated against this business authority under the act governing companies, if the management of the assets or operations of this business authority has been taken over by an official receiver or court, or
- if the business activities of this business authority have been suspended temporarily, or
- if similar proceedings have been initiated against the business authority under the regulations of another country or it has found itself in a position with the same legal implications.

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

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

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

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 condition.

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

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

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

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

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

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

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

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

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

SPECIAL CONDITIONS:

Condition 9 The tenderer shall submit a declaration indicating that the price of project implementation covers the cost of the Occupational Safety Institute (IVD) inspection, and all the documentation attesting to the adequacy of the installed devices and the cost of the implementation.

Evidence (proof): tenderer's statement (the signed "Declarations" form shall suffice as evidence that this condition is met).

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.

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

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

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

The tenderer shall submit certificates or declarations as required under the "Selection criteria" section (if the required declarations are already included in the enclosed "Declarations" form, the tenderer's stamp and signature on that form shall suffice and there shall be no need to enclose individual declarations/statements), along with a scanned completed, signed and stamped specimen 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 agreement being declared void.

3.1 Notification of the contract award decision

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

4 DESCRIPTION OF CONTRACT – TECHNICAL SPECIFICATIONS

4.1 Subject of the contract

The contract covers:

- project design and execution for transport and handling equipment;
- the execution of transport and handling equipment in accordance with the description in the technical characteristics;
- the execution of electrical equipment and automation for the transport elements;
- delivery to the contracting authority's address, assembly and full system start-up;
- the training of operators and maintenance personnel;
- the costs of packing, packaging and documentation;
- the costs of a basic set of spare parts;
- implementation of the Occupational Safety Institute (IVD) inspection prior to handover;
- all required services;
- a four-year maintenance period.

Purpose of contract
The system for unloading loose items from freight vehicles will replace the current system, which features extendable roller conveyors that have reached the end of their service life. As a transport route runs through the area in which the new equipment is to be installed, the new system must be mobile. Our aim in replacing the current end-of-life equipment is to provide reliable unloading of postal items (parcels) that arrive in a loose state. In addition to replacing the end-of-life equipment, we would also like to increase productivity in the loading process, the level of ergonomisation and the level of safety. In broad terms, the system must be capable of lifting and lowering personnel and the final section of the conveyor from which items are unloaded and conveyed from the freight vehicle to the parcel sorter conveyance system. It is important that the entire conveyance phase, from loading onto the unloading system and then on to the parcel

sorter, takes place in an automated manner if the items are within the size and weight thresholds for those items.

Standard parcel mail
The characteristics of the items to be conveyed are shown in the table below.

Characteristics	Minimum	Maximum
1	2	3
Length	200 mm	1200 mm
Width	150 mm	600 mm
Height	20 mm	600 mm
Weight	200 g	31.5 kg

Table 1: Thresholds of postal items

Method of operation of the system as a whole
The system as a whole must be comprised of:

- an elevating platform for two workers engaged in unloading;
- conveyors;
- a part that enables transfer to the parcel sorter (Lot 1);
- equipment for lifting heavier items (Lot 2).

Technical characteristics
Lot 1:
The system for unloading loose items from freight vehicles must meet the conditions set out below:

- it must include the option of being moved in a straightforward manner from one place to another, e.g. by means of wheels
- it must have an elevating platform for personnel engaged in unloading operations the height must be adjustable by means of buttons, pedals or a remote control system the load-carrying capacity of the platform must be at least 250 kg
- the conveyors must be of a sufficient length running from the unloading site to the existing parcel sorter conveyor belt conveyance systems should be approximately 25 m in length to cope with the longest conveyance routes
- the transfer of postal items from the system to the parcel sorter conveyor belt must be automated, without the need for input from additional personnel
- the system must facilitate the smooth conveyance of postal items of the types and characteristics referred to in Table 1
- the system must enable loads of at least 50 kg per running metre to be conveyed
- there must be a sufficient number of emergency shutoff switches
- the system must have 220 V sockets on that part of the system that connects to the freight vehicle and roughly at the centre of the belt (the first for mobile ventilation equipment, the second for the connection of a workstation)
- the freight areas of the vehicles must be provided with illumination to make unloading operations easier

- the system may be comprised of one or more parts, which must be synchronised with each other.

Lot 2:
The system for unloading loose items from freight vehicles must meet the conditions set out below:

- it must include the option of being moved in a straightforward manner from one place to another, e.g. by means of wheels
- it must have an elevating platform for personnel engaged in unloading operations the height must be adjustable by means of buttons, pedals or a remote control system the load-carrying capacity of the platform must be at least 250 kg
- the minimum conveyor length must be sufficient to run from the place of unloading to the place where manual sorting will take place; conveyance systems should be approximately 18 m in length to cope with the longest conveyance routes
- the system must, in the future and not when it is procured, enable the automated transfer of items from the system to the parcel sorter conveyor belt
- the system must facilitate the smooth conveyance of postal items of the types and characteristics referred to in Table 1
- the system must enable loads of at least 50 kg per running metre to be conveyed
- there must be a sufficient number of emergency shutoff switches
- the system must have 220 V sockets on that part of the system that connects to the freight vehicle and roughly at the centre of the belt (the first for mobile ventilation equipment, the second for the connection of a workstation)
- the freight areas of the vehicles must be provided with illumination to make unloading operations easier
- the system may be comprised of one or more parts, which must be synchronised with each other
- the system must also be equipped with a vacuum manipulator for the handling of heavier consignments (up to 40 kg) it must be possible to operate the manipulator with one hand only and, when not in use, must not prevent unloading and must be capable of being stowed away in a straightforward way the grip must be of a size capable of handling the full range of items for unloading, i.e. the consignments referred to in Table 1 under point 4.1 one button should be pressed to lift and another to lower The additional functionality must be integrated into the system as a whole.

Technical and handover documentation
The contracting authority shall be provided with the complete PID documentation for the mechanical and electrical parts. The mechanical part will be executed using 3D graphics, which should be evident from the actual project design study.

Three (3) copies of the documentation shall be handed over in paper format and one (1) copy in electronic format.

- CE declaration
- warranty
- instructions for use and maintenance, including all descriptions and lubrication diagrams
- spare parts and attachments
- maintenance (servicing and repairs)
- risk analysis

Delivery deadline

The tenderer shall submit a framework timetable in the tender that contains at least all project payment milestones. The period from the signing of the contract to handover may be no more than four (4) months.

Maintenance
The tenderer shall enclose the instructions and technical documentation for curative and preventive maintenance for the whole operating lifetime of the devices.

Spare parts price list
The tenderer shall also submit a price list for all spare parts for the devices offered (on an electronic data medium). The price list shall be split into two parts: for replacement parts that are subject to greater wear and tear or are replaced on a more frequent basis (e.g. consumables) in ordinary operation, and other replacement parts. The replacement parts shall have clearly defined reference codes in the price list.

Warranty
The supplier shall provide a warranty period of at least twelve (12) months for the devices it supplies.

Other
Tenderers may obtain the relevant plans for the buildings in which the devices are to be installed or assembled. They may also obtain photographs of the areas in which the systems are to be installed and may, if necessary, inspect the facility themselves. The contact person for the plans or possible inspections of the facility is **Bine Pevec**, Tel: 00 386 (0) 1 243 1689, email: bine.pevec@posta.si.

Acceptance
Acceptance of the mobile conveyor for the unloading of freight vehicles shall take place following the completion of the establishment of full operation of the device and on the basis of a notification/confirmation from the contractor that the system is ready for acceptance.

A comprehensive acceptance procedure shall be carried out on the basis of a SAT test carried out by the contractor in cooperation with the contracting authority.

The SAT test shall, as a rule, involve the following processes:

- a visual inspection of the equipment (after installation) – representatives of the contracting authority and the contractor
- a partial test of the functionality of the control technology on the basis of an approved or agreed list of obligations (during commissioning in the presence of the contracting authority's representatives)
    - operation of the equipment
    - a functional test of basic functions
- a test of safety technology (during commissioning in the presence of the contracting authority's representatives)
    - emergency shutoff
    - operational safety
- confirmation of automated conveyance from the unloading site to the parcel sorter belt (Lot 1)
- Occupational Safety Institute (IVD) inspection arranged by the tenderer

4.2 Location, method and deadlines of performance of the contract

- **Location and deadlines:**
  - **Location of performance/delivery:** Ljubljana PLC and Maribor PLC
  - **Delivery deadline:** max. four (4) months.
  - **Entry into force and duration of the contract:** immediately after the framework agreement is signed, with a period of validity lasting until the contractual obligations are discharged and for an additional four-year maintenance period.
  - **The contracting authority's contact person for performance of the contract is:** Bine Pevec.

The tenderer shall submit the "Offer to tender" form in the "Proforma invoice (Quote)" section.

Form

OFFER TO TENDER

Tender Submission Form

On the basis of a call for tenders for the award of a contract for the "System for unloading loose items from freight vehicles at Ljubljana PLC and Maribor PLC with four-year maintenance" according to the procedure for awarding low-value contracts, we hereby submit our tender bid as follows (circle as appropriate):

LOT 1: System for unloading loose items from freight vehicles at Ljubljana PLC with four-year maintenance
LOT 2: System for unloading loose items from freight vehicles at Maribor PLC with four-year maintenance

1. TENDERER'S DETAILS

TENDERER'S (COMPANY) NAME: _____

TENDERER'S ADDRESS: _____

PHONE NO.: _____

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

TENDERER'S VAT ID NUMBER: _____

TENDERER'S 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 the framework agreement.

The tenderer shall upload the "Tender pro forma invoice" form to the "Pro forma invoice" section.

Form

2. TENDER PRO FORMA INVOICE

LOT 1: System for unloading loose items from freight vehicles at Ljubljana PLC with four-year maintenance

Item no	**Goods**	**Unit of measurement**	**Quantity**	**Price in EUR (excluding VAT)**	**Total price in EUR (excluding VAT)**
1	*2*	*3*	*4*	*5*	*6 = 4 x 5*
1.	Delivery of the system as a whole unit (devices, delivery, transport, assembly, disassembly, training, etc.) (**Criterion 1**)	piece	1		
2.	Maintenance				
2.1	Costs of periodic preventive maintenance	piece	1		
2.2	Price for an average working hour (regular maintenance) of a service technician from Slovenia	hour	1		
2.3	Price for an average working hour (regular maintenance) of a service technician from abroad	hour	1		
2.4	Price for an average working hour (extraordinary maintenance) of a service technician from Slovenia	hour	1		
2.5	Price for an average working hour (extraordinary maintenance) of a service technician from abroad	hour	1		
2.6	Lump-sum travel expenses from Slovenia (contractor's head office SI – location of delivery – contractor's head office SI).	Full journey	1		
2.7	Lump-sum travel expenses from abroad (contractor's head office abroad – location of delivery – contractor's head office abroad)	Full journey	1		
	Total maintenance (sum of 2.1–2.7)(**Criterion 3**)				

*****If there are several profiles of maintenance personnel, enter the average hourly rate of the planned profiles and the tenderer shall submit the official price list by individual profile of maintenance personnel.

The prices offered in the tender shall apply for the entire period of maintenance, i.e. from the performance of the SAT test onwards and until the expiry of the warranty and the expiry of the four-year maintenance period.

2.1 The **tender shall be valid** until at least 31 December 2025.

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

2.3 We are offering a longer warranty of …. months (at least 12 months) – to be entered by the tenderer.

In/at: Tenderer:

Signature:

LOT 2: System for unloading loose items from freight vehicles at Maribor PLC with four-year maintenance

Item no	**Goods**	**Unit of measurement**	**Quantity**	**Price in EUR (excluding VAT)**	**Total price in EUR (excluding VAT)**
1	*2*	*3*	*4*	*5*	*6 = 4 x 5*
1.	Delivery of system as a whole unit (devices, delivery, transport, assembly, disassembly, training, etc.) (**Criterion 1**)	piece	1		
2.	Maintenance				
2.1	Costs of periodic preventive maintenance	piece	1		
2.2	Price for an average working hour (regular maintenance) of a service technician from Slovenia	hour	1		
2.3	Price for an average working hour (regular maintenance) of a service technician from abroad	hour	1		
2.4	Price for an average working hour (extraordinary maintenance) of a service technician from Slovenia	hour	1		
2.5	Price for an average extraordinary working hour of a service technician from abroad	hour	1		
2.6	Lump-sum travel expenses from Slovenia (contractor's head office SI – location of delivery – contractor's head office SI).	Full journey	1		
2.7	Lump-sum travel expenses from abroad (contractor's head office abroad – location of delivery – contractor's head office abroad)	Full journey	1		
	Total maintenance (sum of 2.1–2.7)(**Criterion 3**)				

*****If there are several profiles of maintenance personnel, enter the average hourly rate of the planned profiles and the tenderer shall submit the official price list by individual profile of maintenance personnel.

The prices offered in the tender shall apply for the entire period of maintenance, i.e. from the performance of the SAT test onwards and until the expiry of the warranty and the expiry of the four-year maintenance period.

2.1 The **tender shall be valid** until at least 31 December 2025.

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

2.4 We are offering a longer warranty of …. months (at least 12 months) – to be entered by the tenderer.

In/at: Tenderer:

Signature:

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

Form

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

Name of tenderer _____

Street _____

Post code and city _____

CONTACT PERSON _____

CONTACT PERSON'S E-MAIL _____

No.	We hereby declare:
1.	that we are fully aware of the scope and the complexity of the public contract;
2.	when drawing up our tender we examined all the tender documents available;
3.	that the information provided in the tender documents is true and the photocopies of the documents submitted correspond to their originals;
4.	that we accept full liability for the information provided, its veracity, and the accuracy of the photocopies;
5.	that we fully agree with the contracting authority's terms and conditions of the tender;
6.	that we will implement the contract professionally and correctly in accordance with the applicable regulations and rules of the profession;
7.	that we will appoint a contact person who will ensure the professional and timely implementation of the contract and resolve and coordinate the contracting authority's complaints;
8.	that we will protect all of the contracting authority's data as a trade secret even after the expiration of this contract;
9.	that we have sufficient technical capacities;
10.	that we have the technical and staff capacity to perform the public contract;
11.	that the services offered conform fully to the technical requirements of the contracting authority;
12.	that no final judgment containing elements of the criminal offences set out in the first paragraph of Article 75 of the ZJN-3 have been imposed on the economic operator, or on a person who is a member of an administrative, management or supervisory body of that economic operator, or who has powers of representation, decision-making or control therein (condition C1);
13.	that on the day the tender submission deadline expires, we are not listed in the register of economic operators on whom secondary sanctions of exclusion from procurement procedures have been imposed as arising from point a) of the fourth paragraph of Article 75 of the ZJN-3 (condition C2);
14.	that we are capable of performing a professional activity, i.e. are registered to perform the activity or that we are registered in the register of professions or the trade register (condition C3);
15.	that we are not engaged in compulsory composition, bankruptcy or liquidation proceedings, that we have not ceased our business activities and/or we are not in any similar position (C4);
16.	that none of our bank accounts have been blocked during the past six months of operation prior to the date of submission of the application set by the contracting authority (condition C5);
17.	that 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 (C7);
18.	that the price of project implementation covers the cost of the Occupational Safety Institute (IVD) inspection, and all the documentation attesting to the adequacy of the installed devices and the cost of the implementation (C9).

…….. ……..

Place and date Responsible person

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

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

Form

DATA ON SUBCONTRACTOR

Type of work to be performed by subcontractor _____

_____

Name of subcontractor _____

Subcontractor's address _____

Subcontractor's registration number _____

Subcontractor's VAT ID number _____

Subcontractor's bank account number _____

Subject of the work done by subcontractor _____

Quantity of work by subcontractor _____

Value of work by subcontractor _____

Place where this work is performed _____

Performance deadline _____

…….. ……..

Place and date Responsible person

* Copy form if necessary.

_____

Instructions for the completition:

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

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

Name of subcontractor:	
Registered office/address of subcontractor:	

By signing this declaration (circle as appropriate):

a) I request b) I do not request

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 bank account no. _____ on the basis of issued invoices, which will be approved beforehand by the contractor and will serve as an annex to the invoice that will be issued to the contracting authority by the contractor.

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

_____ _____

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

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

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

Form

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

s t a t e s

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

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 and the prevention of corruption, 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 is required to submit a completed form "EU sanctions against Russia / Article 5k(1) of Regulation (EU) No 833/2014".

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

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

(i) neither the tenderer,

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

meet the conditions set out in Article 5k(1) of Regulation (EU) No. 833/2014[2] of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as last amended by Council Regulation (EU) No 2022/2367 of 3 December 2022.

…… ……

Place and date Signature

[2] *The tenderer, subcontractors, suppliers or entities involve no:*
(a) Russian national, natural person residing in Russia, or legal person, entity or body established in Russia;
(b) legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50% by an entity referred to in point (a) of this paragraph; or
(c) natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph;
including, where they account for more than 10% of the contract value, subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives.

The tenderer 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:

POŠTA SLOVENIJE, d.o.o., Slomškov trg 10, 2500 Maribor, VAT ID no SI25028022, Company registration no 5881447000, represented by ....., hereinafter: the ***Contracting Authority***

and

(name and address of company) **.....**, VAT ID no ....., Company registration no ....., represented by **..... .....**, hereinafter: the ***Supplier*** *(to be completed by the tenderer)*

hereby conclude

FRAMEWORK AGREEMENT No...../.....

Article 1
Introductory provision

The Contracting Authority conducted a public procurement procedure using the procedure for awarding a low-value contract and, in decision no ..... dated ....., adopted on the basis of a report on the awarding of a low-value public contract, reference no ..... dated ....., selected the supplier, paying due regard to the provisions of the law governing public procurement and the Rules on Public Procurement Procedures.

Article 2
Subject of the Framework Agreement

(information per individual lot for which the tenderer has been selected is entered in the fair copy of the Framework Agreement).

The subject of the Framework Agreement is the "execution and supply of a system for unloading loose items from freight vehicles at Ljubljana PLC and Maribor PLC with four-year maintenance by lots" (hereinafter: the system) in accordance with the Contracting Authority's technical specifications set out in the tender dossier, which is annexed to and an integral part of the Framework Agreement, as follows:

- LOT 1: System for unloading loose items from freight vehicles at Ljubljana PLC with four-year maintenance
- LOT 2: System for unloading loose items from freight vehicles at Maribor PLC with four-year maintenance

The Framework Agreement covers:

- project design and execution for transport and handling equipment;
- the execution of transport and handling equipment in accordance with the description in the technical characteristics;
- the execution of electrical equipment and automation for the transport elements;
- delivery to the Contracting Authority's address, assembly and full system start-up;
- the training of operators and maintenance personnel;
- the costs of packing, packaging and documentation;
- the costs of a basic set of spare parts;
- implementation of the Occupational Safety Institute (IVD) inspection prior to handover;
- all required services;
- a four-year maintenance period.

The Supplier's tender and the Contracting Authority's technical specifications as set out in the tender dossier are annexed to and an integral part of the contract.

As a transport route runs through the area in which the new equipment is to be installed, the new system must be mobile. The Contracting Authority's aim in replacing the current end-of-life equipment is to provide reliable unloading of postal items (parcels) that arrive in a loose state. In addition to replacing the end-of-life equipment, the Contracting Authority would also like to increase productivity in the loading process, the level of ergonomisation and the level of safety. In broad terms, the system must be capable of lifting and lowering personnel and the final section of the conveyor from which items are unloaded and conveyed from the freight vehicle to the parcel sorter conveyance system. It is important that the entire conveyance phase, from loading onto the unloading system and then on to the parcel sorter, takes place in an automated manner if the items are within the size and weight thresholds for those items.

Standard parcel mail
The characteristics of the items to be conveyed are shown in the table below.

Characteristics	Minimum	Maximum
1	2	3
Length	200 mm	1200 mm
Width	150 mm	600 mm
Height	20 mm	600 mm
Weight	200 g	31.5 kg

Table 2: Thresholds of postal items

Method of operation of the system as a whole *(information per individual lot for which the tenderer will be selected is entered in the fair copy of the Framework Agreement)*.

The system as a whole must be comprised of:
- an elevating platform for two workers engaged in unloading;
- conveyors;
- a part that enables transfer to the parcel sorter (Lot 1);
- equipment for lifting heavier items (Lot 2).

Article 3
Delivery deadlines, location and method

Technical and handover documentation
The PID documentation shall be coordinated with and handed over to the Contracting Authority prior to delivery of the whole system (project design documentation for the works) for the mechanical and electrical parts. The mechanical part will be executed using 3D graphics, which should be evident from the actual project design study.

Three (3) copies of the documentation shall be handed over in paper format and one (1) copy in electronic format. It shall include:

- a CE declaration (Conformité Européenne – European compliance)
- a warranty
- instructions for use and maintenance, including all descriptions and lubrication diagrams
- spare parts and annexes (list of basic and other spare parts)
- a risk analysis.

Maintenance

- The Supplier shall enclose the instructions and technical documentation for curative and preventive maintenance for the whole operating lifetime of the devices.

Delivery deadline and location

The Supplier submitted as part of its tender a framework timetable containing at least all project payment milestones. The period from the signing of the Framework Agreement to handover of the system may be no more than four (4) months.

Acceptance of the delivery of the mobile conveyor for the unloading of items from freight vehicles shall take place following the completion of the establishment of full operation of the device and on the basis of a written notification/confirmation from the Supplier that the system is ready for acceptance. The locations for this shall be Ljubljana PLC, Cesta v Mestni log 81, 1000 Ljubljana for Lot 1 and Maribor PLC, Zagrebška cesta 106, 2000 Maribor for Lot 2. *(information per individual lot for which the tenderer will be selected is entered in the fair copy of the Framework Agreement)*.

A comprehensive acceptance procedure shall be carried out on the basis of a SAT test carried out by the Supplier in cooperation with the Contracting Authority, after delivery of the goods to the agreed place, no later than four (4) months after the Framework Agreement is signed.

The SAT test shall, as a rule, involve the following processes:

- a visual inspection of the equipment (after installation) – representatives of the Contracting Authority and the Supplier
- a partial test of the functionality of the control technology on the basis of an approved or agreed list of obligations (during commissioning in the presence of the Contracting Authority's representatives)
    - operation of the equipment
    - a functional test of basic functions
- a test of safety technology (during commissioning in the presence of the Contracting Authority's representatives)
    - emergency shutoff
    - operational safety
- confirmation of automated conveyance from the unloading site to the parcel sorter belt (Lot 1)
- Occupational Safety Institute inspection arranged by the Supplier

Article 4

Contract value and 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 prices specified in the tender must cover all costs that the tenderer will incur in the course of performing the contract.

The price for delivery of the entire system must contain:

- the project design and execution of the project;
- the costs of the system components (all items from the subject of the contract);
- transport and installation costs;
- the costs of training operators and maintenance personnel;
- the costs of a basic set of spare parts;
- maintenance costs;
- any other costs.

The Contracting Authority shall not permit the selected Supplier to make additional charges.

Price for maintenance of the system

The Supplier shall state the price of regular and extraordinary maintenance by indicating the average hourly rate for regular and extraordinary maintenance. If there are several profiles of maintenance personnel, the average hourly rate of the planned profiles is entered, and the Supplier submits the official price list by individual profile of maintenance personnel. The Supplier shall indicate the costs of periodic preventive maintenance and the mileage costs by showing the cost of one full journey.

The price for the maintenance of the system shall include:

- the costs of periodic preventive maintenance;
- the price for an average working hour (regular maintenance) of a service technician from Slovenia;
- the price for an average working hour (regular maintenance) of a service technician from abroad;
- the price for an average working hour (extraordinary maintenance) of a service technician from Slovenia;
- the price for an average working hour (extraordinary maintenance) of a service technician from abroad;
- Travel costs from Slovenia (Supplier's head office SI – location of delivery – Supplier's head office SI)
- travel expenses from abroad (Supplier's head office abroad – location of delivery – Supplier's head office abroad)

Article 5

Payment terms

Payment terms for the system:

- 30% of the value of the tender immediately upon signing of the Framework Agreement. The Supplier shall issue an invoice for the advance payment on the day it receives the payment.
- 40% of the value of the tender upon delivery of the equipment to the Contracting Authority, when the Contracting Authority confirms the arrival of the subject of the contract in writing. The Supplier shall issue an invoice for the advance payment on the day it receives the payment.
- 30% of the value of the tender at final handover. The Supplier shall issue an invoice when the goods are handed over to the Contracting Authority.

Payment terms for maintenance:

Payments shall fall due within thirty (30) days of receipt of the invoice. A delivery note signed by the Contracting Authority shall be enclosed with the invoice. The invoice shall bear a reference to the purchase order number, which will be received by the tenderer from the administrator of the Framework Agreement after the Framework Agreement has been concluded.

Invoices shall be issued and sent to the company's address (Pošta Slovenije d.o.o., Slomškov trg 10, 2000 Maribor, Slovenia) no later than by 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).

Article 6
Ownership of the project design documentation

The project design documentation for the whole system that the Supplier hands over to the Contracting Authority in accordance with this Framework Agreement shall become the property of the Contracting Authority from the moment it is handed over. At the moment it hands over the project design documentation to the Contracting Authority, the Supplier transfers all material copyrights relating to the project design as executed under this Framework Agreement. These are, in particular but not limited to, the right to reproduce the copyrighted work (plan in the form of the execution of a system for unloading loose items from freight vehicles), whereby the Contracting Authority may use the plan (project design documentation) multiple times, the right to distribute (transfer on the basis of the plan for the executed system for the unloading of loose items from freight vehicles) and the right to modify (changes to the plan for the executed system for the unloading of loose items from freight vehicles and changes to the project design documentation itself). The transfer of material copyrights shall be exclusive, which means that the Supplier shall not be entitled to exploit the transferred material copyrights as more particularly manifested in the use of the project design documentation prepared on the basis of this Framework Agreement (right to reproduce).

The Supplier explicitly renounces all claims in relation to modifications to the execution of the system for the unloading of loose items from freight vehicles constructed on the basis of the project design documentation that could be carried out by the Contracting Authority as the owner of the system for the unloading of loose items from freight vehicles or by its legal successors (right to modify).

The Supplier undertakes, upon the provision of the final payment received under this Framework Agreement for the purchase of the project design documentation, to renounce any subsequent payment for the use of the copyrights in its entirety and in perpetuity.

The Supplier shall arrange all legal relations with the holders of copyrighted work that it is to use as the basis for drawing up the project design documentation. The Supplier shall submit a written declaration and other evidence of copyright arrangements with the tender. The Contracting Authority shall have no legal or material obligations towards the author or owner of the works used on the basis of the written declarations and other evidence submitted.

If third parties/copyright holders whose work forms a constituent of the part of the project design documentation file copyright claims, claims for damages or claims of a different nature against the Contracting Authority, the Supplier shall be obliged to assume management of these proceedings (enter any judicial proceedings). If the Contracting Authority suffers any damage due to claims arising from a breach of copyright or other third-party rights as referred to in the previous sentence of this paragraph, the Supplier shall be obliged to reimburse the damage on first demand, regardless of fault.

The Supplier shall waive its pre-emption right in relation to subsequent modifications to the project design documentation produced under this Framework Agreement.

The Supplier undertakes to enclose with the signed Framework Agreement proof of insurance of the project design documentation against damage that could arise as a result of a poor-quality or non-functional project.

In the event that withdrawal from the Framework Agreement occurs through the fault of the Supplier in the phase relating to the activities involving project design, the parties to this Framework Agreement expressly agree that all copyright issues shall be deemed resolved, as set out in the preceding paragraphs of this article.

Article 7

Insurance

The Supplier undertakes to enclose with the signed contract proof that it has project designer liability insurance. Insurance shall be taken out for damage that could arise as a result of poor-quality, inadequate or non-functional projects.

Article 8

Supplier's liability

Should the Contracting Authority identify deficiencies and inadequacies in the project design documentation, the Supplier shall make changes to and supplement the project design documentation within five (5) days of being notified of the deficiencies or inadequacies.

The Supplier and its responsible project designer shall be liable to the Contracting Authority for the project documentation in accordance with the provisions of the Code of Obligations and the Construction Act.

Article 9

Quality of supply

The system for the unloading of loose items from freight vehicles supplied by the Supplier shall meet the Contracting Authority's technical specifications and the standards applicable in Slovenia and the European Union.

Should the Contracting Authority find that the system for the unloading of loose items from freight vehicles deviates in any way from the statements set out in the tender dossier or the tenderer's tender documents, it shall reject it. In such case, the Supplier shall be deemed to be in arrears with delivery. The same shall apply if non-compliances are found in any document that has to be enclosed with the supplied system for the unloading of loose items from freight vehicles. The Contracting Authority shall indicate that it has rejected delivery in the acceptance record. The Supplier shall bear the costs of the failure to supply goods of the required standard.

If it finds obvious defects when receiving the system, the Contracting Authority shall reject delivery and enter the rejection in the acceptance record. All costs of return shall be borne by the Supplier.
The Supplier is required to rectify any defects found no later than eight (8) days after the day the acceptance record was signed or eight (8) days from the day it received the Contracting Authority's complaint report.

Article 10

Quality of regular and extraordinary maintenance services

The Supplier guarantees that regular and extraordinary maintenance services for the system for the unloading of loose items from freight vehicles will be carried out by qualified service technicians in a professional and high-quality manner in accordance with the rules of the profession, with due regard to the Contracting Authority's requirements and instructions, to the agreed extent and standard of quality, and by the agreed deadlines.
Changes and deviations from the method of provision and the quality of goods or services shall only be permitted with the Contracting Authority's written consent. The Contracting Authority shall inspect every service provided and include the identified deficiencies in a work order, or submit a written complaint. The Contracting Authority shall reject any work not performed to a high standard of quality. The costs relating to such work shall be borne by the Supplier. The Supplier shall eliminate identified deficiencies in the shortest possible time, and within no more than three (3) working days.

If the Supplier does not deliver goods of the requisite quality, the Contracting Authority shall refuse such goods with obvious defects immediately following receipt or no later than within three (3) working days. The Contracting Authority shall notify the Supplier of any hidden defects in the goods supplied and any goods delivered incorrectly as soon as it detects them, but no later than five (5) working days of the defect being detected. The Supplier shall correct the defects or replace the goods in question within ten (10) days of receiving the returned goods.

The Supplier shall be obliged to rectify defects that appear through normal use during the warranty period free of charge.

Article 11
Warranty

The Supplier shall provide a warranty for the system for the unloading of loose items from freight vehicles of a duration of ..... *(at least twelve (12) months* – to be completed by the tenderer*)*.

The Supplier shall assume the risks connected with the handling of the system for the unloading of loose items from freight vehicles and its conveyance to the Contracting Authority.

Article 12

The Supplier undertakes to provide servicing operations for repairs to the system for the unloading of loose items from freight vehicles uninterruptedly throughout the warranty period. It shall also ensure regular and extraordinary maintenance of the system using suitably qualified service technicians outside the warranty period. The contracting parties agree that the Supplier shall submit a work order for every service inspection or operation on the system (for every service performed in accordance with this Framework Agreement) showing the service operations, and shall do so until the validity of this Framework Agreement expires.

The spare **parts and consumables** from the Supplier's inventory shall be originals or equivalent substitutes, and ensure the smooth, reliable, technical and functional operation of the system for unloading loose items from freight vehicles. They must also comply with the latest technical standards applicable in the European Union.

The Contracting Authority shall report any deficiencies in spare parts and consumables to the Supplier immediately, or no later than five (5) days after the deficiency is identified. The Supplier shall rectify deficiencies immediately following delivery, or no later than five (5) days after receiving a written complaint.

Article 13

Obligations of the Supplier and the Contracting Authority

The Supplier undertakes to:

- fulfil its obligations under the Framework Agreement in a high-quality and correct manner, in accordance with current regulations, the Contracting Authority's tender dossier and the rules of the profession, where the quality of the materials must conform to the latest technical standards valid in the European Union;
- hand over to the Contracting Authority all documents accompanying the delivery of the goods;
- provide service and replacement or spare parts for the device;
- appoint a contact person authorised to ensure the professional and punctual execution of an order and resolve any of the Contracting Authority's complaints;
- notify the Contracting Authority of all circumstances that could affect the performance of its obligations arising from this Framework Agreement;
- bear full responsibility to the Contracting Authority for the provision of all services regardless of the number of subcontractors involved;
- protect all of the Contracting Authority's information and data as a trade secret even after the termination of the contractual relationship; and
- obtain the Contracting Authority's written consent if it wishes to use the completed project as a reference.

The Contracting Authority undertakes to:

- appoint a person to coordinate all activities under this Framework Agreement; and
- settle its obligations by the deadline set out in this Framework Agreement.

Article 14

Contractual penalty

Should the Supplier fail to meet its **contractual obligations relating to the supply** of a system for the unloading of loose items from freight vehicles by the deadline set in this Framework Agreement (*delayed performance*), it shall be required to pay a contractual penalty of 5 (five) per mil of the contract value for each day of delay in the supply of the system for the unloading of loose items from freight vehicles. The amount of the contractual penalty charged may not exceed 10% (ten per cent) of the contractual value of the goods whose delivery has been delayed.

The contracting parties expressly and irrevocably agree that in the event of a delay by the Supplier in delivering the system for the unloading of loose items from freight vehicles under the provisions of this Framework Agreement, the Contracting Authority shall not be required to 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 instance of delay without separate notification.

Should the Supplier fail to meet its **contractual obligation to supply goods** (*non-performance*), it shall pay a contractual penalty of 10% (ten per cent) of the full contractual value of the goods under this Framework Agreement.

Should the Supplier fail to meet its **contractual obligation to supply goods in part** (*partial performance*), it shall pay a contractual penalty of 10% (ten per cent) of the contractual value of goods that were not supplied *(information per individual lot for which the tenderer will be selected is entered in the fair copy of the Framework Agreement)*.

If the Supplier fails to meet its **regular and extraordinary maintenance obligations** by the agreed deadlines (*delayed performance*), it shall pay a contractual penalty of 2% (two per cent) of the monthly contractual value of the maintenance service for each day of delay. The contractual penalty charged may not exceed 20% (twenty per cent) of the monthly contract value of the maintenance service.

If the Supplier fails to meet its **regular and extraordinary maintenance obligations** (*non-performance*), it shall pay a contractual penalty of 20% (twenty per cent) of the monthly contractual value of the maintenance service.

In the event of a claim against the Supplier arising from a contractual penalty under this Framework Agreement, an invoice for payment of that claim shall be issued for accounting purposes.

Final provisions

Article 15

The Contracting Authority's contract administrator and approver of invoices is Bine Pevec, Tel: 00 386 (0)1 243 1689, email: bine.pevec@posta.si.

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

Article 16

Communications between the parties

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

Article 17

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 explicitly grants the Contracting Authority its consent and authorisation, on the basis of this Framework Agreement and to the extent that is absolutely necessary, to store, process and supply to any affiliates in the sense of the Companies Act, and to other persons who are required to be familiar with the content of this Framework Agreement owing to the nature of the services they provide for the Contracting Authority or its affiliates, all data and information about and in connection with this Framework Agreement that the Contracting Authority has obtained in any manner in connection with the performance of this Framework Agreement or in the context of the business relationship under this Framework Agreement, and which are not trade secrets, and to request and obtain such data, or data otherwise obtained by those affiliates, from those 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 18

For the purposes of business communication under this Framework Agreement, each contracting party shall exchange and process the other contracting party's data on the Contracting Authority/Supplier or contact persons/contract administrators (e.g. employees at the Contracting Authority/Supplier, their contractual partners). The contracting parties shall process this personal data (e.g. company email address, full name of contact person/contract administrator, telephone number, employee's computer ID, etc.) lawfully under this 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 for only so 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 19

Withdrawal from the Framework Agreement

Should circumstances arise that compel it to withdraw from this Framework Agreement, the Contracting Authority shall be free of the obligation to order services under the Framework Agreement. The circumstances that could lead to withdrawal from this Framework Agreement include, in particular:

- a failure to meet conditions relating to the recognition of qualifications in accordance with the regulations governing public procurement;
- cessation of activities on the Supplier's part;
- inadequate fulfilment or the breach of the provisions of this Framework Agreement;
- the provision of services that do not conform to the agreed types and quality of service;
- a failure to adhere to the prices agreed for individual types of service under this Framework Agreement;
- a unilateral increase in the prices of individual services under this Framework Agreement;

- a failure to adhere to the requirements (deadlines) for the provision of services, including regular and extraordinary maintenance.

In the cases referred to in the paragraph above, the Contracting Authority may withdraw from this Framework Agreement with a notice period of ten (10) days, except in the cases set out in the first, second, third and third indents of the first paragraph of this article, when the Contracting Authority shall have the right to withdraw from this Framework Agreement without a notice period.

Should the Contracting Authority fail to comply with the provisions of this Framework Agreement relating to payment for services rendered, the Supplier shall be entitled to withdraw from this Framework Agreement, whereby it shall notify the Contracting Authority in writing at least fifteen (15) days prior to the intended withdrawal.

Without prejudice to the provisions of the first, second and third paragraphs of this article, the Contracting Authority may terminate this Framework Agreement for its own justified reasons with a notice period of four (4) months (a specific lot or the whole contract). In this case, the Supplier shall not be entitled to file a compensation or any other type of claim against the Contracting Authority.

The Supplier may, for its own justified reasons, terminate this Framework Agreement with a notice period of six (6) months, whereby it may not do so until one (1) year has elapsed from the day the Framework Agreement took effect. Notice of termination shall be sent to the Contracting Authority no later than six (6) months prior to the intended termination. The Contracting Authority shall have no right to enforce a compensation claim against the Supplier should the circumstances set out in this paragraph arise.

In all cases of the sending of notices of withdrawal under this article, by registered mail, the notice period shall begin to expire on the day following the date of receipt of the notice of withdrawal. If the notice of withdrawal cannot be delivered, it shall be deemed to have been received on the fifteenth (15^{th}) day following its posting.

Article 20

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 published on the Contracting Authority's website www.posta.si (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 trade 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 costs relating to inspections.

The Contracting Authority shall be entitled, without prejudice to any other rights, to withdraw from this Framework 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 Supplier. Withdrawal from this Framework Agreement or the 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 Supplier additional time in which to remedy the breaches.

Article 21

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 Framework Agreement, any undue benefit, gift or advantage (hereinafter: undue benefit) aimed at or resulting in the conclusion of this Framework Agreement, the conclusion of this Framework Agreement under more favourable terms, the omission of due oversight over the performance of this Framework Agreement or any other unlawful service or omission in relation to this Framework Agreement. The contracting parties also establish that, to the best of their knowledge and in connection with the conclusion of this Framework 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 Framework 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 Framework Agreement was concluded in consequence of an undue benefit given, received or promised to any person referred to in the preceding paragraph, the Framework 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 Framework Agreement, the contracting party acting in good faith shall be entitled to withdraw from this Framework 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 22

Condition subsequent

This Framework Agreement is concluded under a condition subsequent, which shall apply if, during the validity of the Framework Agreement, the Contracting Authority learns of one or both of the following circumstances:

- that a court has found in a final ruling that the 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 23
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, upon the appearance of such an event, to notify the other party in writing without delay.

Article 24

Human rights

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

Article 25

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 26

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

Article 27

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

Article 28

This Framework Agreement is concluded and shall take effect when it is signed by both contracting parties, and shall remain in force until the contractual obligations are fulfilled, or for four (4) years for maintenance services.

This Framework Agreement has been drawn up in four (4) copies, with each party receiving two (2) copies, one in the Slovenian and one in the English language. In the event of discrepancies between the two versions of the agreement, the Slovenian version shall apply.

…….., ……

Done in Maribor, on ……

SUPPLIER:

……

CONTRACTING AUTHORITY:
POŠTA SLOVENIJE d.o.o.

……

Technical characteristics

Lot 1:

The system for unloading loose items from freight vehicles must meet the conditions set out below:

- it must include the option of being moved in a straightforward manner from one place to another, e.g. by means of wheels
- it must have an elevating platform for personnel engaged in unloading operations the height must be adjustable by means of buttons, pedals or a remote control system the load-carrying capacity of the platform must be at least 250 kg
- the conveyors must be of a sufficient length running from the unloading site to the existing parcel sorter conveyor belt conveyance systems should be approximately 25 m in length to cope with the longest conveyance routes
- the transfer of postal items from the system to the parcel sorter conveyor belt must be automated, without the need for input from additional personnel
- the system must facilitate the smooth conveyance of postal items of the types and characteristics referred to in Table 1
- the system must enable loads of at least 50 kg per running metre to be conveyed
- there must be a sufficient number of emergency shutoff switches
- the system must have 220 V sockets on that part of the system that connects to the freight vehicle and roughly at the centre of the belt (the first for mobile ventilation equipment, the second for the connection of a workstation)
- the freight areas of the vehicles must be provided with illumination to make unloading operations easier
- the system may be comprised of one or more parts, which must be synchronised with each other

Lot 2:

The system for unloading loose items from freight vehicles must meet the conditions set out below:

- it must include the option of being moved in a straightforward manner from one place to another, e.g. by means of wheels
- it must have an elevating platform for personnel engaged in unloading operations the height must be adjustable by means of buttons, pedals or a remote control system the load-carrying capacity of the platform must be at least 250 kg
- the minimum conveyor length must be sufficient to run from the place of unloading to the place where manual sorting will take place conveyance systems should be approximately 18 m in length to cope with the longest conveyance routes
- the system must, in the future and not when it is procured, enable the automated transfer of items from the system to the parcel sorter conveyor belt
- the system must facilitate the smooth conveyance of postal items of the types and characteristics referred to in Table 1
- the system must enable loads of at least 50 kg per running metre to be conveyed
- there must be a sufficient number of emergency shutoff switches
- the system must have 220 V sockets on that part of the system that connects to the freight vehicle and roughly at the centre of the belt (the first for mobile ventilation equipment, the second for the connection of a workstation)
- the freight areas of the vehicles must be provided with illumination to make unloading operations easier
- the system may be comprised of one or more parts, which must be synchronised with each other

- the system must also be equipped with a vacuum manipulator for the handling of heavier consignments (up to 40 kg) it must be possible to operate the manipulator with one hand only and, when not in use, must not prevent unloading and must be capable of being stowed away in a straightforward way the grip must be of a size capable of handling the full range of items for unloading, i.e. the consignments referred to in Table 1 under point 4.1 one button should be pressed to lift and another to lower The additional functionality must be integrated into the system as a whole.