

Zanesljivo z vami!



Pošta Slovenije d.o.o.

Procurement

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TENDER DOSSIER

Subject:

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

ACCESSORIES FOR MANUALLY SORTING PARCELS

Public contract number
0016/2026/0016/MVB/6

Procurement number
1100004127



INVALIDOM
PRIJAZNO
PODJETJE

Pošta Slovenije d.o.o.
Maribor District Court. Company registration number: 5881447000. Activity code: 53,100., Share capital: EUR 121,472,482. Current account
urrent account number: SI56 0228 0001 6990 351. Current account number: SI56 1010 0005 8717 393.
VAT ID number: SI25028022.

INVITATION TO SUBMIT A TENDER

Pursuant to the Public Procurement Act (ZJN-3), Pošta Slovenije d.o.o., Slomškov trg 10, Maribor, invites tenderers to submit tenders in accordance with the tender dossier and on the basis of a public contract under a low-value public contract procedure for **"ACCESSORIES FOR MANUALLY SORTING PARCELS"**.

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

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

The tenderer's user authorised to submit tenders in the e-JN information system shall submit the tender by clicking on the "Submit" button. Upon 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 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 <https://ejn.gov.si> **by 31. 7. 2026 before 12:00 pm**. A tender is deemed to have been submitted if it is labelled with the status of "SUBMITTED" in the e-JN information system.

A tenderer may withdraw or revise its tender up until the deadline for the submission of tenders. If a tenderer withdraws its tender from the e-JN information system, the tender shall be regarded as having not been submitted and the contracting authority will not 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.

Upon expiry of the deadline for submission of applications/tenders it will no longer be possible to submit them.

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

INFORMATION REGARDING THE OPENING OF TENDERS

The opening of tenders will take place automatically within the e-JN information system on **31. 7. 2026** and begin **at 1.00 pm** online at <https://ejn.gov.si>.

The tender opening process shall take place in such a way that the e-JN information system displays the tenderer's details and the variants (if required or permitted) automatically at the time set for the public opening of tenders, and enables access to the pdf document that the tenderer uploads to the subsection "Total tender price" in the "Pro forma invoice" section of the e-JN system. Tenderers that have submitted their tenders shall have these details available to them in the "Record on the opening of tenders" section of the e-JN system.

Contracting authority's contact person: **Katja Krznarič**, tel. **+386 2 449 2349**, katja.krznaric@posta.si.

Best regards,

Vesna Kos Tomažič
Director of Procurement

Monika Jelovica
Technical Coordinator

1 GENERAL PROVISIONS OF THE CONTRACT

1.1 Method of performance of the contract

The contracting authority shall award the contract for "ACCESSORIES FOR MANUALLY SORTING PARCELS" in its entirety. Tenderers must tender for all the types of goods and services contained in the tender (i.e. partial tenders are not permitted).

The contracting authority shall conduct one or more rounds of negotiation. The contracting authority shall set out the starting points for the negotiations in the invitation to negotiate.

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, 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 contract. Partners shall be equal and shall

bear unrestricted joint and several liability to the contracting authority for implementation of the contract in its entirety. 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 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.

1.6 Amendments, additions and clarifications to the tender dossier

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

After the expiry of the deadline for the receipt of tenders, the contracting authority may no longer amend or supplement the 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.

1.7 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 Article 89 of the ZJN;
- the part of the tender that concerns the technical specifications of the subject of the public contract.

1.8 Cost for preparing tenders

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

1.9 Payment terms

Payments fall due 30 days after the invoice is received, as follows:

- 30% of the total contractual value under the item "hardware and software and development" following the signing of the framework agreement;
- 40% of the total contractual value under the item "hardware and software and development" following delivery to the contracting authority's address;
- 30% of the total contractual value under the item "hardware and software and development" following the quality check (SAT performed).

The contracting authority undertakes to settle payment under the item "maintenance and licences" for the individual calendar year on the basis of the supplier's presented invoice, where the obligation to pay falls due in January of the individual year, except for 2026, which falls due from the day counted from the performed SAT and the signing of the handover record (quality check).

The payment deadline is 30 days from the day of receipt of a correctly presented invoice. Irrespective of the stated payment deadline, the obligation must be settled no later than by the above defined due date.

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 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.

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 approved by the lead supplier;
- the subcontractor shall provide a letter of consent on the basis of which the contracting authority settles the subcontractor's receivables from the tenderer;
- the primary contractor must enclose with its invoice or interim statement an invoice or interim statement issued by the subcontractor that it has previously approved.

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

Invoices shall be issued and sent to the company's address, namely: 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 \(posta.si\)](http://Javna.narocila-top.Pošta.Slovenije.posta.si).

1.10 Price

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 is stated separately, as per the tender pro forma invoice. The prices specified in the tender shall cover all costs that the tenderer will incur in the course of performing 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 goods;
- hardware;
- software development;
- delivery to the contracting authority's address;
- all required services;
- documentation required in the actual tender dossier;
- any other costs.

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

The supplier or the contracting authority may propose a change (an increase or decrease) to the prices with respect to any movement in the *consumer price index according to figures for the past year from the Statistical Office of the Republic of Slovenia* one (1) year from the date on which the services were initially rendered or from the date of the last change in prices. A proposed change in prices shall be sent at least fifteen (15) days prior to the proposed date for the aforementioned change. On the basis of the proposed change in prices, the contracting parties shall, following **preliminary negotiations**, adjust the prices **by no more than the increase or decrease in the consumer price index according to figures for the past year from the Statistical Office of the Republic of Slovenia**. The contracting parties undertake to **carry out the price change** and confirm it by concluding an annex to the agreement, in which the date of validity of the new prices is also stated.

1.11 Criteria

The evaluation criterion is the most economically advantageous tender. 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 **112**.

Criterion Cr1: Total tender price of goods and services (value of 100 points)

The tender with the lowest overall price of goods and services receives the highest number of points. The other tenders are awarded a correspondingly lower share of points.

Formula:

$$\text{Number of points for the price offered} = 100 \text{ points} \times \frac{\text{lowest price offered}}{\text{price offered in this tender}}$$

Criterion Cr2: Functionality of scanning without trigger (maximum five (5) points)

In the event that the tenderer offers the functionality of scanning without a trigger that is triggered based on special movements of the fingers, an additional five points may be added, otherwise Cr2 earns 0 points.

Criterion Cr3: Operation of devices without the need for additional supply of mobile devices (maximum seven (7) points)

A tenderer can earn 7 points if it offers the linking of devices via communication infrastructure that already exists or is provided in the tender (e.g. access points), so that for system operation the contracting authority does not need to conduct a separate procedure for the procurement of additional mobile devices and packages for data transfer.

If the products offered in the tender require the procurement of additional mobile devices and/or packages for data transfer, the tenderer receives 0 points for criterion Cr3.

1.12 Framework agreement

The tenderer shall **complete** the sample framework agreement, ***sign and scan it and enclose it in the tender***, thus confirming that it agrees 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 etc.);
- additional services;
- unforeseen circumstances;
- the replacement of the contractor; or
- an immaterial change, regardless of the value.

A framework agreement shall be signed digitally by the two contracting parties.

1.13 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 the tenderer 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.

1.14 Suspension of the procedure

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

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

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

1.15 Termination of contractual obligations

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

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

1.16 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.

2 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:

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

C 1 Absence of criminal conviction – the contracting authority shall exclude a tenderer/candidate from the public contract award procedure if a final judgment with the elements of a criminal offence that are defined in the Criminal Code of the Republic of Slovenia and listed in the first paragraph of Article 75 of ZJN-3, or for comparable criminal offences adjudged by foreign courts, has been imposed on this tenderer/candidate or a person who has been a member of a management, senior management or supervisory body of this tenderer or who has been authorised to either represent the tenderer or carry out decision-making or supervisory tasks on its behalf.

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

Evidence: tenderer's statement (the signed "Statements" form suffices as evidence that this criterion is met).

C 2 National reasons for exclusion – the contracting authority will exclude from the public contract procedure a tenderer/candidate that:

- as at the deadline for submission of tenders or requests, has been included in the register of economic operators subject to ancillary penalties of exclusion from contract award procedures under Article 110 of the ZJN-3;
- during the three years prior to the deadline for the submission of tenders or requests, has had a fine imposed on it twice or more by virtue of one or more final decisions rendered by a competent authority of the Republic of Slovenia, another member state or a third country for a misdemeanour in connection with remuneration for work, work time, rest periods, performance of work on the basis of civil law contracts despite the existence of elements of an employment relationship or in connection with undeclared work.

In the case of a joint tender, this requirement shall be satisfied by all partners.

Evidence: tenderer's statement (the signed "Statements" form suffices as evidence that this criterion is met).

- C 3 Capacity to pursue a professional activity** – the tenderer/candidate shall be registered in a professional or trade register maintained in the Member State in which the economic operator is established. A list of professional and trade registers in EU Member States is provided in Annex XI to Directive 2014/24/EU.

In the event of a joint tender, each partner shall meet the criterion within the scope of the business for which they are responsible.

Evidence: tenderer's statement (the signed "Statements" form suffices as evidence that this criterion is met).

- C 4 Insolvency etc.** – the contracting authority shall exclude from the public contract procedure a tenderer/candidate where:

- insolvency or compulsory winding-up proceedings have been initiated against it under the act governing insolvency and compulsory winding-up proceedings or a liquidation procedure under the act governing commercial companies;
- its assets or operations are managed by an administrator or court;
- its business activities have been temporarily suspended; or
- proceedings have been initiated against the economic operator under the regulations of another country or it has found itself in a position with the same legal implications.

In the case of a joint tender, this requirement shall be satisfied by all partners.

Evidence: tenderer's statement (the signed "Statements" form suffices as evidence that this criterion is met).

- C 5 Frozen accounts** – tenderers must not have had their accounts frozen during the past six months of operation from the date of their tender (this criterion applies to all of the tenderer's accounts).

In the case of a joint tender, this requirement shall be satisfied by all partners.

Evidence: tenderer's statement (the signed "Statements" form suffices as evidence that this criterion is met).

- C 6 Poor performance** – a tenderer shall be disqualified from the procedure if significant or constant deficiencies appeared in the previous agreement on implementation of a public contract concluded with the contracting authority regarding the fulfilment of key obligations, owing to which the contracting authority was forced to prematurely withdraw from the previous contract or agreement, claim damages or impose other comparable sanctions.

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

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

- C 7** A tenderer shall be excluded from the procedure if the contracting authority demonstrates, using appropriate means, that the tenderer has committed grave professional misconduct such as to compromise its integrity.

In the case of a joint tender, this requirement shall be satisfied by all partners.

Evidence: tenderer's statement (the signed "Statements" form suffices as evidence that this criterion is met).

SPECIAL CONDITIONS:

- C 8** Upon submitting a tender the supplier must submit the following documentation:
- A description of the solution and its operation (especially documentation describing integration interfaces, the network architecture diagram of the solution and more);
 - Technical sheet / datasheet;
 - CE, RoHS certificates;
 - Instructions for installation, configuration and maintenance (in Slovenian or English).

3 INSTRUCTIONS FOR COMPILING THE TENDER

The tender shall be composed such that tenderer fills 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" segment. The "Total tender price", which will be entered into the same referenced section, and the document that will be uploaded as a quote to the "Quote" segment, will be displayed and made available at the public opening of tenders. In the event of discrepancies between the data indicated under the "Total tender price" section and in the document that was submitted to the "Quote" segment, the data in the document submitted to the "Quote" segment shall be deemed valid.

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

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

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

Pursuant to Article 14(6) of the Integrity and Prevention of Corruption Act (ZIntPK-B), immediately on receiving notice of the selection decision having been taken, and before the said decision becomes final, the selected tenderer shall submit to the contracting authority a declaration or details of the participation of natural and legal persons in the ownership of the company, including the participation of silent partners, and details of the economic operators that, with regard to the provisions of the act regulating companies, are considered to be associated companies of the tenderer. In the case of natural persons, the above declaration shall contain the name and address and the ownership share.

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

3.1 Notification of the contract award decision

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

4 DESCRIPTION OF CONTRACT – TECHNICAL SPECIFICATIONS

4.1 Subject of the contract:

supply, implementation and maintenance of scanning accessories for manual sorting of postal packages that cannot be sorted by machine.

The contract covers:

- 14 pieces of manual or wrist optical barcode/2-D code readers, together with mounts and adapted wrist bands, triggers, gloves and so forth;
- Software for integration with the contracting authority's system and statistical data on operation;
- The contracting authority allows for the possibility of operation via mobile applications or via special access points or connection devices;
- Charging stations, chargers and similar, for all devices;
- Integration and configuration of the system;
- Complete technical documentation, certificates and handover documentation;
- 3-year maintenance and technical support in the warranty and post-warranty period, full care and licences.

Purpose of contract:

The introduction of devices for manual sorting of parcels has the objective of increasing the precision and speed of sorting processes at the contracting authority's location, while at the same time providing statistical data on the progress of work.

The devices are to show the operator in real time on a screen with a visual display (an audio signal may be an added feature to indicate that the scan was successful or not) in which container the individual package should be placed – without the need for manual searching, possessing the knowledge or checking hard copy lists. The system must enable practically anyone to perform the work without any major mental effort.

Technical characteristics:

Parameter	Minimum requirement
Device type	Wrist or manual scanner with screen (wearable)
Range of scanning	Standard range or all range
Reading technology	1D/2D, QR, DataMatrix
Connectivity	Via mobile applications or via special access points or connection devices
Screen	E-ink, at least 50x45 mm, or 45x50 mm
Battery run time	At least 2,000 scans in eight hours
Resistance	IP54 or more
Integration	REST API
Certificates	CE, RoHS
Device weight	Max. 50 g (excluding wrist band)
Operating temperature	0 °C to 45 °C

General about required operation:

- sorting to be performed on the basis of data on the destination post office (4-place numerical data) obtained from the contracting authority's system;
- following selection of the most favourable tenderer, in accordance with the criteria and this tender dossier, the contracting authority will test the implementation of the accessory for manual sorting of postal packages, whereby the contracting authority will conduct a test primarily with Option I. In the event that the test results of Option I show excessively slow operation of the system, it shall immediately test implementation of the manual sorting accessory under Option II:

Option I: to this end it shall use REST API (Json structure), where following the scanning of an individual barcode with the package delivery code, a search will be made via API for this item.

The API for obtaining data on the destination post office should operate according to the following logic:

- The API is set up by the contracting authority and sends you documentation with instructions for calling;
- the method of obtaining the destination post office functions as follows:
 - the tenderer's system call method is implemented with data on the delivery code of the item (one bar code at a time);
 - the response contains data on the item: delivery code, destination post office.

Option II: since there is a risk that the stated method of communication might be associated with a slower reaction time for the user performing the sorting, in the event of identifying excessively slow operation there should be an exchange of data whereby the contracting authority immediately sends data for all package items which under a specific deadline are stored in the tenderer's system. Upon scanning the barcode the system would search in that database for information on the destination post office.

- information is provided for the Track&Trace (T&T) system: if integration is performed in accordance with Option I, the contracting authority will itself create the stated event on the basis of the API call defined in the preceding point. If integration is performed in accordance with Option II, the supplier must provide the API call for T&T.

Handover documentation, which is submitted to the contracting authority 1x in hard copy (printed) and 1x in electronic form:

Document	Deadline
Delivery note with serial numbers	Upon delivery
Warranty sheet for each unit	Upon delivery
Instructions for operators	Before training
Training record	After training
Report on integration and testing performed	After successful start up
Handover record	After testing equipment for 5 working days

The total tender price shall contain the price for all pieces (14) and for all years of maintenance, full care and licences for the duration of the contract (3 years):

- Hardware: scanning part (wearable), trigger, gloves, charging stations, chargers, connectivity system, spare parts
- Software: development, configuration, leadership of the project, work at the premises of the contracting authority
- Maintenance and licences: maintenance of devices (full care), maintenance of software, licences.

Maintenance

The supplier must ensure:

- Corrective maintenance: the elimination of faults under agreed SLA
- Updating of firmware / software for the entire contract period
- Telephone / email support during working hours (8 am to 5 pm, Mon-Fri)

Required SLA parameters:

Type of incident	Response time	Solution time
Critical (e.g. system not working)	2 hours	1 working day
Major (e.g. half of devices not working)	8 hours	2 working days
Minor (individual device)	1 day	5 working days
Advice, questions	2 days	10 working days

Requirement for replacement equipment (full care):

The supplier must ensure stocks of replacement devices for exchange in the event of faults. Replacement of a faulty unit must be completed within the deadline defined in the SLA.

Warranty:

The contracting authority requires at least 12 months warranty per battery.

Warranty terms per battery:

- the warranty covers all material and production faults in the battery in normal use;
- the warranty does not apply to damage arising from negligent use, unauthorised interference or force majeure;
- claims under warranty: written notice to the supplier's email; the supplier to respond within two (2) working days;
- during the warranty period the supplier shall bear all costs of repairs or replacement of batteries.

Acceptance:

The acceptance of the scanning devices shall be carried out following the completion of the establishment of full operation of the devices and system and on the basis of a notification/confirmation from the supplier that the system is ready for acceptance.

Complete acceptance shall be carried out on the basis of 5-day testing in a production environment (SAT), which the supplier shall conduct in cooperation with the contracting authority.

The SAT shall contain the following processes:

- Visual inspection of devices and spare parts;
- Testing device functionality;
- Testing systems connections;
- Stability of the system;
- Battery operation;
- Signing of handover record – quality acceptance.

4.2 Location and deadlines for execution of the contract

- **Location and deadlines:**
 - **Location of performance/delivery:** Ljubljana Postal and Logistics Centre, Cesta v Mestni log 81, 1000 Ljubljana.
 - **Delivery deadline:**

Phase	Delivery deadline counted from entry into force of framework agreement
Physical delivery of equipment	10 weeks
Integration and testing at contracting authority	11 weeks
Training operators and administrators	12 weeks
SAT and signing of handover record – quality acceptance	13 weeks

A delay in delivery exceeding five (5) working days shall be deemed to be a breach of contract and the basis for instigating a contractual penalty.

- **Validity and duration of framework agreement:** immediately after signing and valid for three years (for maintenance and licences, counted from the completed SAT and signing of the handover record (quality acceptance)).
- **The contracting authority's contact person for performance of the contract is:** Bine Pevec.

The tenderer shall upload the "Tender" form to the "Pro forma invoice (Quote)" section.

Form

TENDER

Based on the public contract tender "ACCESSORIES FOR MANUALLY SORTING PARCELS" under a low-value public contract procedure, we hereby submit a tender as follows:

1. TENDERER'S DETAILS

TENDERER'S FULL NAME AND COMPANY NAME: _____

TENDERER'S ADDRESS: _____

TEL: _____

TENDERER'S TAX IDENTIFICATION (VAT) NO: _____

TENDERER'S REGISTRATION NO: _____

BANK ACCOUNT NO: _____

PERSON AUTHORISED TO SIGN THE CONTRACT: _____

TENDERER'S STATUTORY REPRESENTATIVES: _____

Place and date:

Tenderer:

Signature and stamp:

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

Form

2. TENDER PRO FORMA INVOICE

Item No.	Equipment, services	Unit of measurement	Quantity	Price per UM in EUR excluding VAT	Total price for three (3) years in EUR excluding VAT
1	2	4	5	6	7 = (5 x 6)
1	HARDWARE	PIECE	14		
2	SOFTWARE AND DEVELOPMENT	PIECE	1		
3	MAINTENANCE AND LICENCES	years	3		
		TOTAL EXCL. VAT:			

THE TENDER PRICE IS:

total price EUR (excluding VAT)

+

value added tax EUR

Tender price incl. VAT: EUR

2.1 The **tender shall be valid** until at least 31 December 2026.

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.

The tenderer shall list the prices for all items in its pro forma invoice.

The tenderer may not amend the content of the pro forma invoice.

2.3 Quantities are fixed and there may be variances.

Done 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 dossier available;
3.	that the information provided in the tender dossier 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 (commercial entity), 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 (commercial entities) 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 (condition 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 we have not committed any serious breaches of professional rules that would impair our integrity (condition C7).

.....
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 "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

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 integrity and 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 integrity and 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".

Form

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

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

(i) neither the tenderer,

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

meet the conditions set out in Article 5k(1) of Regulation (EU) No. 833/2014² of 31 July 2014 [concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine](#), as last amended by Council Regulation (EU) No 2022/2367 of 3 December 2022.

.....
Place and date

.....
Signature

² The tenderer, 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, 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"

Form

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

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

- we operate our business in full compliance with the Code of Conduct for Suppliers, which defines the basic principles and standards for goods suppliers, service providers and other business partners of Pošta Slovenije d.o.o.;
- we have been fully apprised of the provisions of the Code, which is published online at [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:

SAMPLE FRAMEWORK AGREEMENT

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

....., VAT ID No SI....., registration no, represented by, hereinafter referred to as: the Supplier

(the tenderer shall enter the requested data and function for the representative)

hereby conclude

FRAMEWORK AGREEMENT NO.

Article 1

Recitals

The contracting parties hereby establish that the Contracting Authority has conducted the procedure for a low-value public contract for **“ACCESSORIES FOR MANUALLY SORTING PARCELS”**.

Based on the criteria under the tender dossier pursuant to the report on the awarding of contract No. of (date) and in observance of public procurement legislation and the internal Rules on Procurement, the Contracting Authority has selected as the most favourable tenderer the Supplier that submitted tender No. _____ of _____.

The tender dossier, Supplier's tender, tender pro forma invoice, technical documentation for the offered system, possible clarifications of the tender dossier and other appendices stated in this Framework Agreement are integral parts of this Framework Agreement.

Article 2

Subject of the Framework Agreement

The subject of the Framework Agreement is the **supply, implementation and maintenance of scanning devices for the requirement of manual sorting of postal packages** that cannot be sorted by machine. The subject covers in particular:

the supply of 14 pieces of manual or wrist optical barcode/2-D code readers, together with mounts and adapted wrist bands, triggers, gloves and so forth;

the supply of charging stations, chargers, connectivity systems and other necessary parts for the full operation of the system;

software for integration with the Contracting Authority's system and the provision of statistical data on operation;

integration and configuration of the system, including connections via REST API or some other method set out in the tender dossier;

training of operators and administrators;

complete technical, certification and handover documentation;
3-year maintenance and technical support, full care and licences in the warranty and post-warranty period.

Article 3

Technical requirements and method of operation

Parameter	Minimum requirement
Device type	Wrist or manual scanner with screen (wearable)
Range of scanning	Standard range or all range
Reading technology	1D/2D, QR, DataMatrix
Connectivity	Via mobile applications or via special access points or connection devices
Screen	E-ink, at least 50x45 mm, or 45x50 mm
Battery run time	At least 2,000 scans in eight hours
Resistance	IP54 or more
Integration	REST API
Certificates	CE, RoHS
Device weight	Max. 50 g (excluding wrist band)
Operating temperature	0 °C to 45 °C

The Supplier must ensure a system that entirely fulfils the technical specifications in the tender dossier and the Supplier's tender.

General about required operation:

- sorting to be performed on the basis of data on the destination post office (4-place numerical data) obtained from the Contracting Authority's system;
- following selection of the most favourable tenderer, in accordance with the criteria and this tender dossier, the Contracting Authority will test the implementation of the accessory for manual sorting of postal packages, whereby the Contracting Authority will conduct a test primarily with Option I. In the event that the test results of Option I show excessively slow operation of the system, it shall immediately test implementation of the manual sorting accessory under Option II:

Option I: to this end it shall use REST API (Json structure), where following the scanning of an individual barcode with the package delivery code, a search will be made via API for this item.

The API for obtaining data on the destination post office should operate according to the following logic:

- The API is set up by the Contracting Authority and sends you documentation with instructions for calling;
- the method of obtaining the destination post office functions as follows:
- the tenderer's system call method is implemented with data on the delivery code of the item (one bar code at a time);
- the response contains data on the item: delivery code, destination post office.

Option II: since there is a risk that the stated method of communication might be associated with a slower reaction time for the user performing the sorting, in the event of identifying excessively slow operation there should be an exchange of data whereby the Contracting Authority immediately sends data for all package items which under a specific deadline are stored in the tenderer's system. Upon scanning the barcode the system would search this database for information on the destination post office.

- information is provided for the Track&Trace (T&T) system: if integration is performed in accordance with Option I, the Contracting Authority will itself create the stated event on the basis of the API call defined in the preceding point. If integration is performed in accordance with Option II, the Supplier must provide the API call for T&T.

Article 4

Location of implementation, delivery and deadlines

The location of implementation and delivery is the Ljubljana Postal and Logistics Centre, Cesta v Mestni log 81, 1000 Ljubljana.

Deadlines for execution, counted from the entry into force of the Framework Agreement:

Phase	Delivery / implementation deadline
Physical delivery of equipment	10 weeks
Integration and testing at Contracting Authority	11 weeks
Training operators and administrators	12 weeks
SAT and signing of handover record – quality acceptance	13 weeks

A delay in delivery exceeding five (5) working days shall be deemed to be a breach of contract and the basis for instigating a contractual penalty.

Article 5

Acceptance and handover documentation

The acceptance of the scanning devices shall be carried out following the completion of the establishment of full operation of the devices and system and on the basis of a notification or confirmation from the Supplier that the system is ready for acceptance.

Complete acceptance shall be carried out on the basis of 5-day testing in a production environment (SAT), which the Supplier shall conduct in cooperation with the Contracting Authority.

The SAT shall contain the following processes:

- visual inspection of devices and spare parts;
- testing of device functionality;
- testing systems connections;
- stability of the system;
- battery run time;
- signing of handover record – quality acceptance.

The **handover documentation** shall be submitted to the Contracting Authority once in hard copy (printed) and once in electronic form:

Document	Deadline
Delivery note with serial numbers	Upon delivery
Warranty sheet for each unit	Upon delivery
Instructions for operators	Before training
Training record	After training
Report on integration and testing performed	After successful start up
Handover record	After testing equipment for 5 working days

Article 6

Maintenance, technical support, licences and full care

For the duration of the Framework Agreement the Supplier must provide corrective maintenance, the elimination of faults under the agreed SLA, updating of firmware and software, telephone and email support during working hours from 8 am to 5 pm, Monday to Friday, replacement equipment and other full care obligations stemming from the tender dossier and the Supplier's tender.

Type of incident	Response time	Solution time
Critical (e.g. system not working)	2 hours	1 working day
Major (e.g. half of devices not	8 hours	2 working days

working)		
Minor (individual device)	1 day	5 working days
Advice, questions	2 days	10 working days

Requirement for replacement equipment (full care):

The Supplier must ensure stocks of replacement devices for exchange in the event of faults. Replacement of a faulty unit must be completed within the deadline defined in the SLA.

Article 7

Warranty

The Supplier shall provide at least 12 months warranty per battery. The warranty shall cover all material and production faults on batteries in normal use, but does not cover damage sustained through negligent use, unauthorised interference or force majeure. Claims under warranty shall be made through written notice to the Supplier's email; the Supplier must respond within two (2) working days. During the warranty period the Supplier shall bear all costs of repairs or replacement of batteries.

Article 8

Contract value and prices

The contract value of the Framework Agreement shall amount to EUR _____ excluding VAT, VAT of EUR _____, together with VAT EUR _____.

The price shall include the price for all pieces (14) and for all years of maintenance, full care and licences for the duration of the contract (3 years):

- Hardware: scanning part (wearable), trigger, gloves, charging stations, chargers, connectivity system, spare parts
- Software: development, configuration, project leadership, work at the premises of the Contracting Authority
- Maintenance and licences: maintenance of devices (full care), maintenance of software, licences.

The price shall be fixed, expressed in euros (EUR), exclusive of VAT. All costs must be calculated into the price, including goods, hardware, software development, delivery to the Contracting Authority's address, all necessary services, documentation and any other costs. The Contracting Authority shall not accept additional charges from the Supplier.

The Supplier or the Contracting Authority may propose a change (an increase or decrease) to the prices with respect to any movement in the consumer price index according to figures for the past year from the Statistical Office of the Republic of Slovenia one (1) year from the date on which the services were initially rendered or from the date of the last change in prices. A proposed change in prices shall be sent by the contracting parties at least fifteen (15) days prior

to the proposed date for the aforementioned change. On the basis of receipt of a proposed change in prices, the contracting parties shall, following preliminary negotiations, adjust the prices by no more than the increase or decrease in the consumer price index according to figures for the past year from the Statistical Office of the Republic of Slovenia. The contracting parties shall undertake to carry out and confirm price changes by concluding an annex to the agreement, in which the date of validity of the new prices is stated.

Article 9

Payment terms

The deadline for payment shall be 30 days after receipt of a properly presented invoice, with payment being made under the following schedule:

- 30% of the total contractual value under the item "hardware and software and development" following the signing of the framework agreement;
- 40% of the total contractual value under the item "hardware and software and development" following delivery to the Contracting Authority's address;
- 30% of the total contractual value under the item "hardware and software and development" following the quality check (SAT performed).

The Contracting Authority undertakes to settle payment under the item "maintenance and licences" for the individual calendar year on the basis of the Supplier's presented invoice, where the obligation to pay falls due in January of the individual year, except for 2026, which falls due from the day counted from the performed SAT and the signing of the handover record (quality check).

An annex to the invoice shall be a confirmed delivery note or other appropriate confirmation document from the Contracting Authority. The invoice date may not be earlier than the date that the goods are delivered or the services rendered. The invoice must bear a reference to the purchase order number, which will be received from the Framework Agreement administrator by the Supplier after the Framework Agreement has been concluded.

Invoices shall be issued and sent to the Contracting Authority's company address at: Pošta Slovenije d.o.o., Slomškov trg 10, 2000 Maribor, Slovenia, no later than the 5th day of the month for services rendered in the previous month, or via the eNabiralnik service. Instructions for the correct forwarding of e-invoices to Pošta Slovenije's e-location are published at the following link: Javna naročila-top | Pošta Slovenije (posta.si).

Article 10

Contractual penalty

In the event of a delay by the Supplier in the delivery, integration, testing, training, conducting of the SAT or elimination of faults under the SLA arising due to reasons on the Supplier's side, the Contracting Authority shall have the right to impose a contractual penalty in the amount of 0.8% of the contract value excluding VAT for each started day of delay, but up to a maximum of 20% of the contract value excluding VAT.

The contracting parties expressly agree that, in the event of a delay in meeting its obligations, the Supplier need not be specifically notified that the Contracting Authority reserves the right to

charge a contractual penalty, and that the contractual penalty may be charged under the provisions of this Agreement upon every instance of delay regardless of whether the specific right has been reserved.

Should the Supplier fail to meet, or only partly meet, its contractual obligations through its own fault, it shall be obliged to pay a contractual penalty of ____ per cent of the contractual value of the unfulfilled part of the order.

Should the Supplier fail to meet its contractual obligations, the Contracting Authority shall notify it of whether it requires that it meet the contractual obligations or pay a contractual penalty.

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

Article 11

Performance of contractual obligations with subcontractors

(Note: Appropriate option to be selected depending on the tender)

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

In performing its contractual obligations under this framework agreement, the Supplier shall cooperate with the following subcontractors who, on the basis of Article 94 of the ZJN-3, request direct payment from the Contracting Authority:

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

That portion of the services to be provided by a specific subcontractor has been stated by the Supplier in the "Details of subcontractor" form. Pursuant to Article 94 of the Public Procurement Act (ZJN-3), the Supplier shall authorise the Contracting Authority to make payments directly to subcontractors on the basis of an approved invoice or interim statement. The Supplier shall be obliged to enclose with its invoice or interim statement the invoices or interim statements of the subcontractors that it has approved. The consent of the subcontractor, on the basis of which the Contracting Authority settles a subcontractor's claims against the Supplier in the Supplier's place, is an appendix to and an integral part of this framework agreement.

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

In performing its contractual obligations under this framework agreement, the Supplier will work with the following subcontractors:

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

That portion of the services to be provided by a specific subcontractor has been stated by the Supplier in the "Details of subcontractor" form. The Contracting Authority shall request that the Supplier send the following documents within 60 days of the payment of the final invoice or statement (and the Supplier undertakes to do so): its own written declaration and the written declarations of subcontractors that the latter have received payment for the goods or services that are the subject of this Framework Agreement. Should the Supplier fail to send the

declarations referred to in this paragraph to the Contracting Authority by the stated deadline, the Contracting Authority shall submit a proposal to the National Review Commission to initiate the misdemeanour proceedings referred to in point 2 of the first paragraph of Article 112 of the ZJN-3.

In both cases, the following shall be entered:

The Supplier undertakes, in the event of any replacement of a subcontractor or the inclusion of a new subcontractor, to submit a written proposal or notice thereof to the Contracting Authority within five (5) days of the change, to which it shall enclose the items of proof for the subcontractor referred to in the public contract tender dossier. The Contracting Authority shall issue an approval or rejection thereof pursuant to the fourth paragraph of Article 94 of the ZJN-3 within 10 days of receipt of the proposal or notice from the Supplier. If the Contracting Authority establishes that the work has been carried out by a subcontractor that has not obtained the Contracting Authority's written consent, the Contracting Authority may withdraw from the Framework Agreement. The Supplier shall bear liability to the Contracting Authority for the entire performance of the contractual works, regardless of the number of subcontractors.

Article 12

Protection of confidential data

The contracting parties agree that, in the course of the performance of this Agreement as well as after its expiry, they shall protect the trade secrets, personal data, and classified and other confidential information (hereinafter: confidential information) they acquire pursuant to this Agreement or in relation thereto as information to which rules on the protection of confidential data for a specific type of confidential information apply. The contracting parties declare that they shall not use confidential information for their own purposes outside the requirements relating to performance of their contractual obligations or for the purposes of third parties, or to send it to third parties except in the cases agreed below. The Supplier undertakes to familiarise its workers, subcontractors and their workers, and other persons working on the Supplier's behalf with the requirements to protect confidential information, and to ensure that those requirements are adhered to by those persons. The Supplier shall be responsible for every instance of disclosure, use or misuse of confidential information by its workers, subcontractors and their workers, and other persons working on the Supplier's behalf. The Supplier undertakes to: a) take all necessary action to ensure that confidential information remain secret and secure from theft or b) any unlawful appropriation; c) use information it receives exclusively for execution of the Agreement; d) following the expiry of this Agreement, to return to the Contracting Authority or destroy all information that it has received from the Contracting Authority during the validity of the Agreement, including any copies; e) protect confidential information in accordance with the valid legislation and as agreed in this Agreement. The Contracting Authority shall regard as its confidential information all information, facts and circumstances regarding: the users of postal and logistics services, including (for legal entities) their employees and statutory representatives, and the delivery of postal and logistics items; the (Contracting Authority's) pricing policy; business continuity plans; the ICT, advertising and business strategy; the risk management and internal control strategies; the product sales channels; the development plans for existing and new products; information on business processes; bylaws; financial position and transactions (unless the transactions are public under the law); document storage and ICT infrastructure locations,

including locations at which confidential information is stored (unless the information is public); postal, logistics and ICT infrastructure (network, service and information systems, and databases and information in the Contracting Authority's databases), including information on and connected with information security; and source code and other information constituting, wholly or in part, intellectual property in software (programming records). The Contracting Authority shall also regard as confidential any information that is disclosed to the Supplier in the course of performing this Agreement and is necessary for the fulfilment of contractual obligations by the Supplier and not included in the previous sentence of this paragraph. The Contracting Authority shall protect the information on the Supplier of which it is apprised in the course of performing this Agreement and which the Supplier informs it is confidential, with due regard to what is agreed in this article. The contracting parties may only disclose confidential information to persons whose knowledge of it is required for performance of this Agreement (auditors, lawyers, tax advisers, banks, regulatory authorities, etc.). The Contracting Authority may disclose confidential information to its undertakings under the Companies Act (ZGD-1). In all cases, the contracting party shall ensure that third parties are bound to protect confidentiality to at least the same extent as agreed in this Agreement. The Contracting Authority may publish the entire content of the contract if so required by regulations. The obligations set out in this Agreement shall not relate to confidential information that: a) was obtained lawfully prior to being received from the other party; b) becomes publicly accessible without any breach of this Agreement; c) must be disclosed pursuant to the law or decision of a competent authority; d) the other party has granted written permission to be disclosed; e) was lawfully received from a third party without the obligation of confidentiality. The Supplier expressly agrees that information related to this Agreement and to it, including the personal data of its administrator of this Agreement, may be used, stored and entered into databases and processed by computer for the requirements of the Contracting Authority's operations and those of its related undertakings under the ZGD-1, including the vetting of the Supplier as part of the Contracting Authority's supply chain management (ESG and information security), which the Contracting Authority may also carry out with the assistance of leased IT solutions or via a third party. After this Agreement expires, each contracting party shall, at the counterparty's written request, return or destroy all confidential information (unless it has become the Contracting Authority's property as a result of the performance of this Agreement), including all copies, unless the law requires the information to be stored. In the event of a breach of the obligation to protect confidential information, the party in breach shall be responsible for damages and the party not in breach may, if the breaches of the provisions of this article are substantial, withdraw from the Agreement without a period of notice. The obligation to protect confidential information shall apply for an indefinite period.

Article 13

Personal data protection

The contracting parties undertake while implementing this Agreement to process personal data in accordance with the valid regulations governing personal data protection, especially Regulation (EU) 2016/679 and the valid law regulating personal data protection.

The contracting parties hereby establish that in implementing this Agreement the Supplier may access or be apprised of only a limited scope of personal data of employees or users of the

system at the Contracting Authority, specifically their name and surname and possible work contact information, if this is essential for executing contractual obligations.

The Supplier shall process the stated personal data exclusively for the purpose of implementing this Agreement and may not use them for any other purpose, disclose them to unauthorised third parties or store them for longer than necessary for carrying out the contractual obligations or as required by the valid regulations.

The Supplier confirms that in the implementation of this Agreement it shall not have access to the personal data of senders, addressees, recipients of postal items, information on addresses, telephone numbers, email addresses, the contents of items or other personal data from the Contracting Authority's production environment, unless the Contracting Authority expressly approves such access in writing.

If it arises during the implementation of this Agreement that the execution of contractual obligations requires the Supplier's access to other personal data of the Contracting Authority or to the Contracting authority's production environment, prior to such access the contracting parties may determine in writing the scope, purpose, duration and manner of processing personal data and where needed they may conclude an addendum to this Agreement or a separate Agreement on Personal Data Processing in accordance with Article 28 of Regulation (EU) 2016/679.

The Supplier must ensure that all persons that cooperate with it in implementing the Agreement and that have access to personal data, are bound to protect confidentiality and that they shall process personal data only in the scope that is essential for the fulfilment of contractual obligations.

The Supplier must notify the Contracting Authority without any unnecessary delay of any unauthorised access, disclosure, loss, modification or other breach of personal data security that it learns of in implementing this Agreement.

Article 14

Anti-corruption clause

The contracting parties hereby establish that, to the best of their knowledge, neither of them has received, given or promised, prior to or in connection with the conclusion of this Agreement, any undue benefit, gift or advantage (hereinafter: undue benefit) and has not committed, encouraged or enabled fraud, the falsification or counterfeiting of documents, deception or any other form of unlawful conduct (hereinafter: fraud) aimed at or resulting in the conclusion of this Agreement, the conclusion of this Agreement under more favourable terms, the omission of due oversight over the performance of this Agreement or any other unlawful service or omission in relation to this Agreement. The contracting parties also establish that, in connection with the conclusion of this Agreement, no member of senior management, member of the supervisory board, executive or any other employee of a party involved in procedures relating to the conclusion of this Agreement, or any legal entities or natural persons related in a business, official, private or personal capacity to these persons, have been given, offered or promised an undue benefit or any unlawful material benefit with fraudulent intent. Each contracting party warrants that all information, documents, statements and reports submitted to the counterparty in relation to this

Agreement is true, accurate, complete and free of deception. Each contracting party undertakes to notify the counterparty without delay if it discovers or has grounds for suspecting that corruption or fraud has occurred or might occur in connection with this Agreement, regardless of whether conduct by its employees, representatives, subcontractors or third parties is involved. If this Agreement was concluded in consequence of an undue benefit given, received or promised to any person or fraud on the part of a person referred to in the first paragraph of this article, it shall be rendered null and void. If corruption, fraud or the giving or offering of an undue benefit by one or other of the parties to this Agreement 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 this Agreement, the party acting in good faith shall have the right to withdraw from this Agreement without a period of notice, and request that the other party reimburse all pecuniary and non-pecuniary damage, including damage to its reputation on the market or with the public. The party acting in good faith shall also have the right to inspect the counterparty's documents and records relating to the performance of this Agreement to the extent reasonably required to establish or investigate the suspected corruption or fraud.

Article 15

Responsibility in the supply chain and sustainability commitments

The Contracting Authority shall, within the scope of its business operations, act in accordance with its undertakings and activities in the area of sustainability (ESG) as set out in its website at: Sustainable development | Pošta Slovenije. Since the operations of partners within the supply chain and their impact on society and the environment are classed as part of the impact of the Contracting Authority's operations on society and the environment, the Contracting Authority expects of the Supplier that it shall endeavour to operate in such a way as to identify, prevent and minimise any or actual negative impacts of its operations in the area of sustainability. To this end, the Contracting Authority has adopted a Code of Conduct for Pošta Slovenije Group Suppliers (hereinafter: Code of Conduct), the current version of which is available to view on the Contracting Authority's website: Sustainable development | Pošta Slovenije. The Code of Conduct sets forth clear and unambiguous principles, guidelines and rules aimed at ensuring compliance with the requirements of lawful and ethical business conduct, including compliance with environmental legislation. By signing this Agreement, the Supplier declares that it is familiar with the content of the Code of Conduct and that, in the course of its business operations, it shall comply at all times with principles, guidelines and rules that are at least equal to those set forth in the Code of Conduct (this shall apply regardless of the version of the Code of Conduct). The Supplier further warrants that all its employees, any subcontractors and other contractual workers shall, in the course of performing this Agreement and at all other times, act in accordance with these principles, guidelines and rules that are at least equal to those set forth in the Code of Conduct. By signing this Agreement, the Supplier declares that, should the Contracting Authority so request, it shall cooperate with the Contracting Authority in verifying fulfilment of the latter's expectations under the Code of Conduct to which it (the Supplier) has bound itself by signing this Agreement (in particular, such cooperation shall not be limited merely to responding to the Contracting Authority's questionnaires). In the event that the Supplier's operations give rise to material negative impacts on sustainability and/or breaches of the Code of Conduct, the contracting parties may agree on the action to be taken by the Supplier. If the Supplier fails to

eliminate the material negative impacts or breaches of the Code of Conduct despite agreement being reached on the action to be taken by the Supplier, the Contracting Authority may withdraw from this Agreement, but only after giving the Supplier a further deadline by which to take action. In the event of more serious and systematic breaches of the Code of Conduct, including non-compliance with provisions prohibiting child labour, forced labour, corruption and bribery, and provisions on environmental protection, the Contracting Authority may withdraw from this agreement without giving the Supplier a further deadline by which to eliminate the breaches.

Article 16

Management of conflicts of interest

The contracting parties declare that no circumstances have arisen in connection with this Agreement that present or could present a conflict of interest as defined by law or by the internal rules applicable to one or other of the contracting parties. Each contracting party shall notify the counterparty without delay of any conflict of interest identified in the course of performing this Agreement, and to refrain from further conduct that could give rise to a conflict of interest or create the impression of impartiality or lack of objectivity. The contracting parties undertake to take all necessary action to manage the risks that could ensue from a conflict of interest, including by excluding persons found to be involved in a conflict of interest from all further procedures or by taking other action to ensure that such persons are unable to affect the performance of this Agreement, and by conducting controls of the acts already carried out by persons found to be involved in a conflict of interest. Each contracting party shall be responsible for taking action with regard to persons who act on its behalf and/or for its account. The counterparty shall be informed about the action taken. Should a contracting party be unable to carry out the necessary measures without the involvement of the counterparty, the parties together shall specifically agree on the action to be taken. The contracting parties undertake, within the boundaries of the applicable law, to protect the confidentiality of all data and information obtained with regard to reported conflicts of interest, and to process all personal data in accordance with the regulations governing personal data protection.

Article 17

Protection of human rights

The contracting parties undertake to respect human rights and fundamental freedoms for the duration of their contractual relationship. This undertaking shall apply to the contracting parties and their subcontractors, whereby the minimum scope of the human rights and fundamental freedoms that must be respected is laid down in accordance with the goals and principles of the United Nations and written into the Universal Declaration of Human Rights and the Convention on the Rights of the Child adopted and proclaimed by the UN General Assembly, and in the ILO Declaration on Fundamental Principles and Rights at Work. The contracting parties also undertake to comply with the requirements of environmental legislation in all countries in which they operate.

Article 18

Clause on restrictive measures

Without prejudice to other provisions of this Agreement, a contracting party shall not be required to meet its obligations to the counterparty under this Agreement and related agreements if meeting those obligations would constitute a breach of any trade or economic sanctions, prohibitions or restrictions adopted by international organisations or specific countries, particularly (but not limited to) the European Union, Slovenia, the United Kingdom or the United States of America. The contracting party that does not meet its obligations under this Agreement because it is complying with the sanctions or restrictions referred to in the previous paragraph shall not be liable for loss that could be sustained by the counterparty or third parties as a result of non-fulfilment. Each contracting party shall notify the counterparty without delay if any restrictive sanction, prohibition or restriction of operation referred to in the first paragraph of this article has been introduced against it, its controlling company or a subsidiary, its statutory representative, its business partner or its beneficial owner. Each contracting party may, without liability for any loss sustained by the counterparty or third parties, withdraw from this Agreement without a period of notice if sanctions or similar restrictions have been introduced against the counterparty such as to prevent further performance of this Agreement.

Article 19

Force majeure

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

Article 20

Permits

The Supplier has submitted a list of employees who will provide services under this Framework Agreement. Permits for entry into the Contracting Authority's business facilities set out in Article 4 of this Framework Agreement shall be issued on the basis of the list of employees. An entry permit and a list of employees are annexes to this Framework Agreement.

Article 21

Condition subsequent

This Agreement (or: Framework Agreement) is concluded under a condition subsequent, which is triggered if, while the Agreement/Framework Agreement is in force, 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 Agreement/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 Agreement/Framework Agreement, it shall notify the Supplier of this within 10 days and, at the same time, call upon it to submit evidence within 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 Agreement/Framework Agreement were committed by a subcontractor, the Supplier may provide the Contracting Authority with the following by the same deadline of 15 days:

- evidence 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 the Agreement/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 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 Agreement/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 Agreement/Framework Agreement shall be met, provided the Agreement/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 triggered, the Agreement/Framework Agreement shall be deemed rescinded as of the date of conclusion of a new Framework Agreement on performance of the public contract. The Contracting Authority shall notify the Supplier of the date of concluding a new Agreement/Framework Agreement. If the Contracting Authority fails to initiate a new procedure to award the public contract within 60 days of learning of the breach or breaches referred to in the first paragraph of this article, the Agreement/Framework Agreement shall be deemed rescinded as of the 60th day after the Contracting Authority learned of the breach or breaches.

The third paragraph of this article of the Agreement/Framework Agreement notwithstanding, the Agreement/Framework Agreement on performance of the public contract shall not be rescinded if rescission would cause the Contracting Authority to incur disproportionate costs or suffer significant problems in ensuring the smooth execution of works or a disproportionate delay, provided that the Contracting Authority informs the Supplier, within no more than 20 days of learning of the breach, that the Agreement/Framework Agreement is not being rescinded.

Article 22

Grounds for withdrawal

The Contracting Authority shall have the right to withdraw from this Agreement in full or in part without a period of notice and with written notification if the Supplier fails to meet its contractual obligations on time and/or to a sufficient level of quality, or breaches other contractual provisions in any other way. The Contracting Authority shall notify the Supplier of its withdrawal through a notice of withdrawal sent by registered post. The Agreement shall cease to be valid on the day after the notice of withdrawal is received. If for any reason the Supplier cannot be served the postal item containing the notice of withdrawal, the Agreement shall cease to be valid on the day the postal item was posted at the post office. In this case, the Supplier shall not be entitled to any compensation.

Article 23

Framework Agreement administrator and contact persons

The contact person of the Contracting Authority for implementation of the Framework Agreement is **Bine Pevec**, telephone: +386 41 459 327, email: bine.pevec@posta.si

The contact person of the Supplier is: _____, telephone: _____, email: _____.

Article 24

Final provisions

The contracting parties agree that for the regulation of arrangements under this Framework Agreement they will apply the currently valid acts regulating obligations and legal practice, unless such arrangements are otherwise regulated in the Framework Agreement.

Article 25

Resolution of disputes

Any dispute arising from this Framework Agreement that the contracting parties are unable to settle amicably shall be resolved by the competent court in Maribor, and shall be subject to the procedural laws of the Republic of Slovenia.

Article 26

Electronic signature

This Framework Agreement shall be deemed to have been concluded with legal validity once it is signed by both contracting parties using a qualified electronic signature that is equivalent to a handwritten signature under Regulation (EU) No 910/2014 (eIDAS) and the Electronic Identification and Trust Services Act (ZEISZ). An electronically signed file shall be the original Framework Agreement.

Article 27

Validity of the framework agreement

This Framework Agreement shall enter into force on the day it is signed by both contracting parties with qualified electronic signatures, and shall be valid for three (3) years for maintenance

and licences, counted from the completion of the SAT and the signing of the handover record (quality acceptance).

CONTRACTING AUTHORITY:

Pošta Slovenije d.o.o.

[name, position]

SUPPLIER:

[_____]

[name, position]