Zanesljivo z vami!

Pošta Slovenije

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TENDER DOSSIER

Subject:

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

MAINTENANCE OF A PARCEL SORTER AT LJUBLJANA MSLC

Public contract number
0026/2026/0026/MVS/6
Procurement number
1100004410

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 the "**MAINTENANCE OF A PARCEL SORTER AT LJUBLJANA MSLC**".

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 its 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 **no later than 10.00 am on 20th of November** 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 20th of November **2026** and begin **at 11.00 am** 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 PUBLIC CONTRACT

1.1 Method of performance of the public contract

The contracting authority is awarding the public contract for the "MAINTENANCE OF A PARCEL SORTER AT LJUBLJANA MSLC" in lots. A tenderer may apply to perform one or two lots, as follows:

- Lot 1: Maintenance of the PSM system at Ljubljana MSLC for a period of two years
- Lot 2: Supply of replacement and spare parts for the PSM system at Ljubljana MSLC for a period of two years

Lot 1:
The contracting authority will conduct negotiations in lot 1 – one or more rounds. The contracting authority will set out the starting points for the negotiations in the invitation to negotiate.

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

If the contracting authority determines, after announcing and conducting the final round of negotiations in the e-JN system, that all the tenders received exceed the funds available to it, it reserves the right to conduct one further round.

After the negotiations in lot 1 have been completed, the contracting authority will 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 will conclude a framework agreement with one contractor, i.e. the tenderer ranked highest in accordance with the criteria set out in the tender dossier.

Lot 2:
The contracting authority will conclude a framework agreement for a period of two years with no more than ten tenderers who submit admissible tenders, meet the criteria set out in the tender dossier, and receive the highest number of points in accordance with the criteria (phase 1).

In phase 1 a tenderer may submit a tender if it is offering one and/or more replacement/spare parts cited in the indicative list, which is part of the tender dossier. The specific quantities and types of parts that will be demanded by the contracting authority will be the subject of each phase 2.

Opening for competition (phase 2) after conclusion of the framework agreements in the contractual phase:
The contracting authority will open competition between all the tenderers with whom it has concluded a framework agreement in the event of a need for individual replacement and/or spare parts on the list and/or spare parts not on the list, if a need therefor arises. The contracting authority will invite all tenderers with whom it has concluded a framework agreement to submit a tender. Tenderers will be able to submit a tender in phase 2 for one and/or more replacement/spare parts that the contracting authority will have demand for.

The selection after opening to competition will be made by the contracting authority according to the criteria stipulated in the invitation to tender; provisionally the criteria will be the lowest tendered price for a particular replacement/spare part and the shortest delivery deadline.

A new contract will be concluded with the tenderer selected after opening to competition for a particular spare part, or a new purchase order will be issued (according to the value).

The contracting authority will open to competition in electronic form via the e-JN system. The contracting authority creates demand in the information system, and defines the subject of demand and a suitable deadline for the submission of tenders.

After the deadline for the submission of tenders, the contracting authority will carry out the public opening of tenders via the electronic system and will publish its decision to award or not award the contract via the system, whereby the contracting authority will publish the decision to issue an individual contract in phase 2 via the system for the electronic submission of tenders (eJN).

1.2 Communication with the contracting authority

Tenderers shall communicate with the contracting authority only in writing via the Public Procurement Portal (e-procurement portal). Tenderers may submit any questions via the Public 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 Subcontracting/subcontractors

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

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

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

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

1.6 Variant tenders

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

1.7 Amendments, additions and clarifications to the tender dossier

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

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

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

The contracting authority and the tenderer shall communicate via the e-JN system (electronic system). The submission of the missing document or the supplementation, correction or clarification of information or dossier may relate only to those elements of a tender which existed before the expiry of the deadline set for the submission of an application or tender and which can be objectively verified.
Tenderers may not amend or correct:

- their prices per unit (excluding VAT), the values of items (excluding VAT), the total value of the tender (excluding VAT), except when the total value is changed in accordance with the seventh paragraph of Article 89 of the ZJN;
- the part of the tender that concerns the technical specifications of the subject of the public contract.

1.9 Cost for preparing tenders

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

1.10 Payment terms

Payments fall due thirty (30) days after the invoice is received. A delivery note signed by the contracting authority shall be attached to 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 that the tenderer receives from the administrator of the framework agreement after the framework agreement has been concluded.

Either of the contracting parties may in lot 1 propose the option of early payment with the inclusion of a cash discount, the level of which shall be determined subsequently through negotiations.

If a subcontractor requests direct payment in the manner defined in Article 94 of the ZJN-3:
- the primary contractor shall authorise the contracting authority in the agreement to pay the subcontractor directly on the basis of an invoice or statement that is approved by the primary contractor;
- the subcontractor shall provide a letter of consent, on the basis of which the contracting authority settles the subcontractor's claims against the tenderer;
- the primary contractor shall enclose with its invoice or statement an invoice or statement issued by a subcontractor that it previously approved.

In the event that direct payment to a subcontractor is not required, the contracting authority shall request that the primary 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 or services provided or for the goods supplied that are directly linked to the subject of the public contract.

Invoices shall be issued to: POŠTA SLOVENIJE – VAT GROUP, Slomškov trg 10, 2000 Maribor, VAT ID NO SI47407867; POŠTA SLOVENIJE d.o.o., Slomškov trg 10, 2000 Maribor, Tax ID no: 25028022, member of the VAT Group, and sent to the company's address at Slomškov trg 10, 2000 Maribor no later than by the fifth (5th) day of the month for goods supplied 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)*.

1.11 Price

The price is fixed, and expressed in euros (€), net of value added tax (VAT). All costs are included in the price. VAT must be disclosed separately, in accordance with the form for the tender pro forma invoice (applies to lot 1; in lot 2 the contracting authority does not yet collect prices in

phase 1, and prices are not issued until phase 2 during the opening to competition in each instance). The prices specified in the tender must cover all costs that the tenderer will incur in the course of performing the public contract.

If a tender for the given public contract offers unusually low prices in lot 1, the contracting authority will make the relevant enquiries in accordance with Article 86 of ZJN-3.

The price for lot 1 must include:

- preventive inspections and telephone support,
- working hours of service technicians for emergency maintenance purposes,
- all necessary services,
- any other costs.

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

1.12 Criteria

Lot 1
The evaluation criterion is the most economically advantageous tender, i.e. the lowest total value of all items. The following restrictions apply to individual items:

- highest average value of items 5, 6, 7, 8 and 9 in the amount of €86,
- highest average value of items 11, 12, 13, 14, 15 and 16 in the amount of €300.

The maximum point score is 100.
The tender with the lowest tender price receives the highest number of points. The other tenders receive a correspondingly lower number of points, calculated according to the following formula:

$$\mathbf{P}(\text{price}) = \frac{\mathbf{T}\text{min}}{\mathbf{T}(1..x)} \times (\text{max no of points})$$

where:

P (price) is the number of points for the price criterion

Tmin is the lowest tender

T(1..x) is the value of the individual tender

Lot 2

The maximum point score is 120.

In lot 2 the contracting authority will conclude a framework agreement with no more than ten tenderers who submit an admissible tender and receive the highest number of points in accordance with the criteria below:

Number of spare parts offered from list	Score

1 to 25	20
26 to 50	40
51 to 75	60
76 to 100	80
101 to 125	100
126 to 144	120

In **phase 2** during each opening to competition, the criteria will be set out in the invitation to tender; provisionally the criteria will be the lowest tendered price for a particular replacement/spare part and the shortest delivery deadline.

1.13 Framework agreement

The tenderer shall ***complete*** the sample agreement, ***sign and scan it and enclose it in the tender***, thus confirming that it agrees with the sample agreement.

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

The agreement on the implementation of the contract may be amended in accordance with Article 95 of the ZJN-3 for the following:

- any changes, regardless of the values envisaged in the dossier (e.g. consumer price index etc.);
- additional services;
- unforeseen circumstances;
- the replacement of the contractor;
- an immaterial change, regardless of the value.

A framework agreement shall be signed digitally by both contracting parties.

1.14 Data protection

The contracting authority shall protect all data in accordance with the provisions of the acts regulating public procurement. The contracting authority shall ensure that all data marked by 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.

1.15 Suspension of the procedure

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

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

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

1.16 Termination of contractual obligations

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

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

1.17 Review/Revision of the procedure

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

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

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 under a low-value public 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 as required under each individual condition. 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 condition.
In the event that the tenderer is acting with subcontractors, this condition must be met by the subcontractors and by entities on whose capacity the tenderer is relying.

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 event of a joint tender, each of the partners must meet this condition.
In the event that the tenderer is acting with subcontractors, this condition must be met by the subcontractors and by entities on whose capacity the tenderer is relying.

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 this condition within the scope of the business for which they are responsible.
In the event that the tenderer is acting with subcontractors, this condition must be met by the subcontractors and by entities on whose capacity the tenderer is relying.

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 event of a joint tender, each partner must meet this condition.
In the event that the tenderer is acting with subcontractors, this condition must be met by the subcontractors and by entities on whose capacity the tenderer is relying.

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

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

C 6 **Poor performance** – a tenderer/candidate 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 condition.

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

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

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

SPECIAL CONDITIONS/CRITERIA:

Lot 1:

C 8 The tenderer is the owner of the source code of the software for the parcel sorter (or the principal of the owner of the source code), or has an appropriate agreement with the owner of the source code of the software for the parcel sorter (Toshiba) (or the principal of the owner of the source code) that grants it support and access to the systems for the realisation of business in the extent envisaged under this public contract, i.e. providing direct technical support, maintenance, upgrades and servicing procedures for the tendered equipment.

Evidence: the tenderer submits an appropriate declaration by the owner of the source code of the software for the parcel sorter or the principal of the owner of the source code that is addressed to the tenderer, the partner in a joint tender or the subcontractor that will provide the services, from which the fulfilment of the requirements in question is evident.

Lot 2:

C 9 The tenderer must submit a declaration that it is capable of supplying at least one replacement/spare part from the submitted list of replacement/spare parts.

Evidence: tenderer's declaration submitted on the TENDER PRO FORMA INVOICE form.

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 enters the total tender amount, net of tax, in euros and the amount of tax in euros in the dedicated fields under the "Total tender value" section for lot 1 in the e-JN system. The amount in euros, including tax, is calculated automatically. If the tenderer is submitting a tender

for lot 2 alone, for which the contracting authority does not collect prices in phase 1, a zero is entered in this field.

In the "Pro forma invoice" subsection the tenderer uploads a file in Word, Excel or pdf format that makes evident which lot the tenderer is submitting a tender for, and also the tendered price in the case of lot 1.

The "Total tender value" entered in the same section and the document uploaded as a pro forma invoice to the "Pro forma invoice" subsection will be displayed and made available at the public opening of tenders. In the event of discrepancies between the data cited under the "Total tender value" section and in the document that was submitted to the "Pro forma invoice" subsection, the data in the document submitted to the "Pro forma invoice" subsection is deemed valid.

The 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 "Conditions of participation (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 enclosures" section of the e-JN system.

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

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

The tender shall include all of the duly completed forms listed below and all other required supporting documents:

1. a duly completed and signed TENDER form;
2. a duly completed and signed TENDER PRO FORMA INVOICE form;
3. a duly completed and signed List of spare/replacement parts for lot 2;
4. a duly completed and signed DECLARATIONS OF ACCEPTANCE AND FULFILMENT OF CONDITIONS SET OUT IN TENDER DOSSIER form for each commercial entity participating in the performance of the public contract; and in the event that the tenderer submits a tender for lot 1, it shall also submit the evidence referred to in item C8;

5. a duly completed and signed DATA ON SUBCONTRACTOR form, if a tenderer carries out a contract with subcontractors;
6. a duly initialled FIRE SAFETY STATEMENT form;
7. a duly completed and signed "Declaration: EU sanctions against Russia / Article 5k(1) of Regulation (EU) No 833/2014" form;
8. a duly completed and signed SUBCONTRACTOR'S REQUEST FOR AND CONSENT TO DIRECT PAYMENT form if a tenderer carries out a contract with subcontractors and the subcontractor requires direct payment by the contracting authority;
9. a duly completed and signed "Declaration: Compliance with the provisions of the Code of Conduct for Pošta Slovenije Group Suppliers" form;
10. a duly completed and signed SAMPLE AGREEMENT or SAMPLE FRAMEWORK AGREEMENT.

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 PUBLIC CONTRACT – TECHNICAL SPECIFICATIONS

4.1 Subject of the public contract:

Lot 1: maintenance of hardware and software for a Toshiba integrator parcel sorter (hereinafter: PSM) at the Ljubljana Mail Sorting and Logistics Centre for a period of two years (hereinafter: services), encompassing:

a) telephone support and remote diagnostics (Hotline & Remote Login Service)
b) annual preventive inspection
c) regular, emergency and extraordinary maintenance

The contractor must perform the maintenance works in accordance with the agreement with the contracting authority.

Lot 2: supply of replacement/spare parts for the PSM system at Ljubljana MSLC for a period of two years according to the list, and supply of replacement/spare parts not on the list on the basis of opening to competition.

4.2 Place, manner and deadlines for performance of the public contract

Lot 1 maintenance of hardware and software for PSM
a) telephone support and remote diagnostics (Hotline & Remote Login Service):
The contractor provides this service from Monday to Friday between 8.30 am and 5 pm (contracting authority's local time), but not on holidays defined by law or days when the contracting authority is not open for business. The contractor begins providing telephone support and remote diagnostics within four hours of receiving the order.

b) annual preventive inspection:
The contractor conducts periodic preventive inspections, whereby the contracting authority and the contractor coordinate with regard to the precise commencement of the inspection in question (provisionally in July or August). The preventive inspection is conducted for as long as it takes to inspect all components (including the Datalogic cameras and the system servers in the Data

Centre). In so doing the contractor keeps maintenance records for the individual assemblies, and submits them to the contracting authority.

c) regular, emergency and extraordinary maintenance:
If an order for an emergency repair is communicated (by telephone call with written confirmation) by 12 pm, the contractor must begin the repair by no later than 12 pm on the next working day. An order for a repair communicated after 12 pm is deemed to have been communicated by 12 pm on the next working day. Saturdays, Sundays and national holidays are not included in the response time. The times of receipt of the order and the beginning of the repair are recorded together by the contracting authority and the contractor.

The contractor must provide for a provider of machine servicing who is adequately qualified to assist the contracting authority as necessary (under an appropriate maintenance contract), and is based in Slovenia.

The contracting authority will provide the names of the persons at the contracting authority authorised to order repairs from the contractor in an appendix to the framework agreement concluded with the contractor. The contracting authority will confirm all oral orders as separate orders in writing without delay.

The contractor will record all repairs in a log kept on the machines. A separate report will be drawn up for each repair order, which will be signed by the person authorised to order the repair or their proxy. Should the contracting authority establish that the repairs and materials deviate in any way from the requirements set out in the tender dossier, or are not in line with the provisions of the framework agreement, it will demand the rectification of the deficiencies in the services and materials. Should the contractor fail to rectify the deficiencies within the agreed time limit, the contractor is deemed to be in delay in the provision of the services. Refusals will be recorded in the repair report, and communicated to the contractor separately, in writing, within one week. Repairs are deemed complete when the fault/defect has been rectified and the machine is ready for operation again, the fault/defect is not reproducible or further analysis of the fault is not cost-effective.

Lot 2 supply of replacement/spare parts for PSM system at Ljubljana MSLC

The contractor undertakes to supply replacement parts and consumables as follows:

The contractor supplies replacement parts and consumables for the parcel sorter in accordance with the list in Appendix 1 or in accordance with the list of the machine supplier, and also spare/replacement parts that are not on the attached list on the basis of demand on each occasion.

Should a particular spare part that the tenderer is offering become unavailable (out-of-production or obsolete), the tenderer must inform the contracting authority of this fact at least six months before it occurs (and propose a replacement part, should one exist).

The spare parts and consumables from the contractor's inventory must be originals or equivalent substitutes (solely for mechanical parts), and must ensure the unimpaired, reliable, technical and functional operation of the parcel sorter.

The spare parts and substitutes supplied must have all of the same technical characteristics, functionalities and reliability in order to ensure the unimpaired operation of the parcel sorter. The

spare parts must comply with current EU technical standards and match the quality of the original parts (for mechanical parts) on the date of installation or delivery, which is assessed on the working machine by the contracting authority and the supplier together. The contracting authority will not accept substitutes for electronic parts.

The contracting authority must inspect the supplied material in full, issuing reclaims in writing for any deficiencies identified. The contracting authority will refuse any received material that fails to comply with the quality requirements and the technical specifications set out in the tender dossier, and will demand the rectification of deficiencies. Should the contractor fail to rectify the deficiencies within the agreed time limit, the contractor is deemed to be in delay in the supply. Refusals will be recorded in the handover report and communicated to the contractor in writing within one week.

Should the contractor fail to deliver materials of the requisite quality, the contracting authority will refuse material of this kind with patent defects immediately upon receipt. The contracting authority will inform the contractor immediately following the identification of latent defects in the materials, but by no later than three working days after the identification of the defect in the materials.

The contractor must rectify defects in returned spare parts and/or consumables, or replace them within five days of receipt, if it has the part in its inventory. Should the contractor fail to rectify defects in the materials or replace them with suitable replacements within the stated time limit, the contracting authority will purchase materials from other providers.

The supply of ordered materials is executed under a DDP clause (Incoterms 2020) to the following address: Pošta Slovenije d.o.o., Ljubljana MSLC, Cesta v Mestni log 81, 1002 Ljubljana.

The tenderer must enclose the technical documentation and any certification relating to the part with the supplied spare part.

- **Method: Successively.**

- **Place and deadlines:**
  - **Place of performance/delivery**: Ljubljana MSLC, Cesta v Mestni log 81, 1002 Ljubljana
  - **Validity and duration of contract**: as of 15 December 2026, with a validity of two years.
  - **Contracting authority's contact person for performance of the contract**: Simon Bukanovsky; tel: +386 (0)2 4492230; mobile: +386 (0)51 632578; email: simon.bukanovsky@posta.si.

The tenderer shall submit the "Tender" form in the "Pro forma invoice" section.

Form

TENDER

Based on the public tender for "MAINTENANCE OF A PARCEL SORTER AT LJUBLJANA MSLC" under the low-value contract procedure, we are submitting a tender as follows:

1. TENDERER'S DETAILS

TENDERER'S FULL NAME AND BUSINESS NAME: _____

TENDERER'S ADDRESS: _____

TEL: _____

TENDERER'S TAX IDENTIFICATION NUMBER: _____

TENDERER'S REGISTRATION NUMBER: _____

CURRENT ACCOUNT NUMBER: _____

PERSON AUTHORISED TO SIGN CONTRACT: _____

TENDERER'S STATUTORY REPRESENTATIVES: _____

_____

_____

_____

_____

WE ARE SUBMITTING A TENDER FOR LOT 1 / LOT 2
(tenderer circles as appropriate)

Place and date: Tenderer:

Signature and stamp:

** If acting with partners, the tenderer copies the TENDER form and cites the data on the partners with the inscription TENDER – PARTNER.*

The tenderer shall submit the Tender pro forma invoice form in the "Pro forma invoice" section.

Form

TENDER PRO FORMA INVOICE

Lot 1:

	Service	**Unit**	**Quantity**	**Price, € (excluding VAT)**
1	*2*	*3*	*4*	*5 = 3 x 4*
1.	Telephone support for period of 15 December 2026 to 14 December 2027	month	12	
2.	Telephone support for period of 15 December 2027 to 31 December 2028	month	12.5	
3.	Preventive inspection 2027	number of inspections	1x	
4.	Preventive inspection 2028	number of inspections	1x	
5.	Servicing work hour of servicer from Slovenia (ordinary working hours) 2027	hour	1	
6.	Servicing work hour of servicer from Slovenia (ordinary working hours) 2028	hour	1	
7.	Servicing work hour of servicer from Slovenia (night hours) 2027	hour	1	
8.	Servicing work hour of servicer from Slovenia (night hours) 2028	hour	1	
9.	Servicing work hour of servicer from Slovenia (weekends and holidays) 2027	hour	1	
10.	Servicing work hour of servicer from Slovenia (weekends and holidays) 2028	hour	1	
11.	Servicing work hour of servicer from abroad (ordinary working hours) 2027	hour	1	
12.	Servicing work hour of servicer from abroad (ordinary working hours) 2028	hour	1	
13.	Servicing work hour of servicer from abroad (night hours) 2027	hour	1	
14.	Servicing work hour of servicer from abroad (night hours) 2028	hour	1	
15.	Servicing work hour of servicer from abroad (weekends and holidays) 2027	hour	1	

16.	Servicing work hour of servicer from abroad (weekends and holidays) 2028	hour	1	
17.	Call-out fee of servicer from Slovenia 2027	visit	1	
18.	Call-out fee of servicer from Slovenia 2028	visit	1	
19.	Call-out fee of servicer from abroad 2027	visit	1	
20.	Call-out fee of servicer from abroad 2028	visit	1	

THE TOTAL TENDER VALUE IS:

total price €..... (excluding VAT)
+
value added tax €.....

tender value including VAT €.....

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

The **tender is valid** until at least 14 December 2027.

Done at: Tenderer:

Signature:

Lot 2:

We declare that we are capable of supplying at least one replacement/spare part from the submitted list of replacement/spare parts.

The tender is valid until at least 14 December 2027.

Done at: Tenderer:

Signature:

The tenderer shall submit the "Declarations" form in the "Other enclosures" section for each commercial entity participating in the performance of the public contract.

Form

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

Name of tenderer/partner/subcontractor/entity on whose capacity the tenderer is relying *(circle as appropriate)* _____

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/goods 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, or for comparable criminal offences adjudged by foreign courts, 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, first bullet point); that during the three years prior to the deadline for the submission of tenders or requests, a competent authority of the Republic of Slovenia, another member state or a third country has not established at least two violations relating to 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 for which we should have been fined for a misdemeanour by a final decision or multiple final decisions (condition C2, second bullet point);
14.	that we are capable of performing a professional activity that is the subject matter of this public contract (condition C3);
15.	that no insolvency or compulsory winding-up proceedings have been initiated against us, that we are not subject to compulsory settlement proceedings, bankruptcy or liquidation proceedings and 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 (criterion/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 submit the "Data on subcontractor" form in the "Other enclosures" section.

Form

DATA ON SUBCONTRACTOR

The subcontractor is nominated for: LOT 1 / LOT 2 *(circle as appropriate)*

Type of work to be performed by subcontractor _____

_____

Name of subcontractor _____

Subcontractor's address _____

Subcontractor's registration number _____

Subcontractor's VAT ID number _____

Subcontractor's bank account number _____

Subject of the work done by subcontractor _____

Quantity of work (in %) by subcontractor _____

…….. ……..

Place and date Responsible person

* Copy form if necessary.

Instructions for the completition:

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

The tenderer and, in the case of a joint tender, each partner, subcontractor shall submit the "Fire safety statement" form in 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 contractor is obliged to send a signed statement to a fire expert specialist before beginning work.

FIRE SAFETY INSTRUCTIONS
(Contractors)

I. ORGANISATION OF FIRE SAFETY

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

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

II. PREVENTIVE MEASURES

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

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

III. PROCEDURES AND TASKS IN THE EVENT OF A FIRE

Remain calm and of sound mind in the event of a fire, and assess the size of the fire.
If you assess that you are capable of extinguishing the fire alone without causing harm to yourself or others, use a fire extinguisher to put out the fire.
Observe the following procedure, if you assess that you are unable to extinguish the fire:

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

IV. PROCEDURES AND TASKS AFTER THE FIRE

Regardless of the size of a fire, the person responsible for fire safety and the fire safety expert stated in the fire safety regulations summary shall be informed immediately after the fire.
The location of the fire shall be secured immediately after the fire. Nothing may be cleaned or removed from the site of the fire until the fire has been investigated.
Following a fire, electric and gas powered equipment and devices that were exposed to the fire may not be used until they have been inspected and deemed safe for use.
A statement shall be prepared after a fire outlining the time and cause of the fire, equipment destroyed, etc.

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

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 and, in the case of a joint tender, each partner is/are required to submit a completed "EU sanctions against Russia / Article 5k(1) of Regulation (EU) No 833/2014" form.

Form

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

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

(i) neither the tenderer,

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

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

…… ……

Place and date Signature

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

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

Form

SUBCONTRACTOR'S REQUEST FOR AND CONSENT TO DIRECT PAYMENT

(this form needs to be completed only if the economic operator (commercial entity) is acting with a subcontractor(s))

Name of subcontractor:	
Registered office/address of subcontractor:	

By signing this declaration (circle as appropriate):

a) I request b) I do not request

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

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

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

_____ _____

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

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

The tenderer and, in the case of a joint tender, each partner shall submit a completed "Declaration: Compliance with the provisions of the Code of Conduct for Pošta Slovenije Group Suppliers" form in the "Other enclosures" section.

Form

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

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

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

Maribor, company registration number 5881447000, represented under authorisation by Ivana Vrviščar, member of the executive management, and Peter Milinović, director of Technology, Network and Logistics (hereinafter: **the contracting authority**)

and

Name/title ……., address ……., company registration number ……., VAT ID number SI……., represented by …… (position, first name and surname), hereinafter: **the contractor** *(to be completed by the tenderer)*

hereby conclude the following

FRAMEWORK AGREEMENT NO.

Article 1
Recitals

The contracting authority carried out a public procurement procedure under the procedure for awarding a low-value contract and, by virtue of decision number ……. of ……., under low-value public procurement procedure number …… of ……., selected the contractor, having regard for the law governing public procurement and its own bylaw, the Rules on public procurement.

Article 2
Subject of framework agreement

The subject of the framework agreement is LOT 1 – maintenance of hardware and software for a parcel sorter at Ljubljana Mail Sorting and Logistics Centre (hereinafter: MSLC), at the address Cesta v Mestni log 81, 1002 Ljubljana (hereinafter: services), in accordance with the contracting authority's technical requirements.

The tender and the tender pro forma invoice of _____ are appendices to this framework agreement, together with
the tender dossier, and are also integral parts thereof.

Article 3

The services under this framework agreement encompass:
a) telephone support and remote diagnostics (Hotline & Remote Login Service),
b) an annual preventive inspection,
c) regular, emergency and extraordinary maintenance

Article 4
Deadline, manner and place of execution of works

The contractor undertakes to provide the services set out in Article 3 by the following deadlines and in the following manner:

a) Telephone support and remote diagnostics (Hotline & Remote Login Service)
The contractor shall provide this service from Monday to Friday between 8.30 am and 5 pm (contracting authority's local time), but not on holidays defined by law or days when the contracting authority is not open for business. The contractor shall begin providing telephone support and remote diagnostics within four hours of receiving the order.

b) Annual preventive inspection
The contractor shall conduct periodic preventive inspections, whereby the contracting authority and the contractor shall coordinate with regard to the precise commencement of the inspection in question (provisionally in July or August). The preventive inspection shall be conducted for as long as it takes to inspect all components (including the Datalogic cameras and the system servers in the DataCentre). In so doing the contractor shall keep maintenance records for the individual assemblies, and submit them to the contracting authority.

c) Regular, emergency and extraordinary maintenance
If an order for an emergency repair is communicated (by telephone call with written confirmation) by 12 pm, the contractor shall begin the repair by no later than 12 pm on the next working day. An order for a repair communicated after 12 pm is deemed to have been communicated by 12 pm on the next working day. Saturdays, Sundays and national holidays are not included in the response time. The times of receipt of the order and the beginning of the repair shall be recorded together by the contracting authority and the contractor.

The contracting authority shall provide the names of the persons at the contracting authority authorised to order repairs from the contractor in an appendix to the framework agreement concluded with the contractor. The contracting authority shall confirm all oral orders as separate orders in writing without delay.

The contractor shall record all repairs in a log kept on the machines. A separate report shall be drawn up for each repair order, which shall be signed by the person authorised to order the repair or their proxy. Should the contracting authority establish that the repairs and materials deviate in any way from the requirements set out in the tender dossier, or are not in line with the provisions of the framework agreement, it shall demand the rectification of the deficiencies in the services and materials. Should the contractor fail to rectify the deficiencies within the agreed time limit, the contractor is deemed to be in delay in the provision of the services. Rejections shall be recorded in the repair report, and communicated to the contractor separately, in writing, within one week. Repairs are deemed complete when the fault/defect has been rectified and the machine is ready for operation again, the fault/defect is not reproducible or further analysis of the fault is not cost-effective.

d) Qualified servicer
The contractor shall provide for a provider of machine servicing who is adequately qualified to assist the contracting authority as necessary (under an appropriate maintenance contract), and is based in Slovenia.

In the case of complex faults, unusual situations or specific defects in software or hardware that cannot be rectified by the regular servicing team, the contractor shall provide for the dispatch of certified specialists or engineers of the equipment manufacturer from abroad.

The dispatch of a servicer from abroad may only be charged for if the need for specialist intervention from abroad has been confirmed by the contracting authority (its agreement administrator under Article 18) in advance.

Article 5
Prices and estimated contract value

The estimated contract value of the framework agreement is €_____ excluding VAT, and €_____ including VAT.

The price of each service is as follows:

	Service	**Unit**	**Quantity**	**Price, € (excluding VAT)**
1	*2*	*3*	*4*	*5 = 3 x 4*
1.	Telephone support for period of 15 December 2026 to 14 December 2027	month	12	
2.	Telephone support for period of 15 December 2027 to 31 December 2028	month	12.5	
3.	Preventive inspection 2027	number of inspections	1x	
4.	Preventive inspection 2028	number of inspections	1x	
5.	Servicing work hour of servicer from Slovenia (ordinary working hours) 2027	hour	1	
6.	Servicing work hour of servicer from Slovenia (ordinary working hours) 2028	hour	1	
7.	Servicing work hour of servicer from Slovenia (night hours) 2027	hour	1	
8.	Servicing work hour of servicer from Slovenia (night hours) 2028	hour	1	
9.	Servicing work hour of servicer from Slovenia (weekends and holidays) 2027	hour	1	
10.	Servicing work hour of servicer from Slovenia (weekends and holidays) 2028	hour	1	
11.	Servicing work hour of servicer from abroad (ordinary working hours) 2027	hour	1	
12.	Servicing work hour of servicer from abroad (ordinary working	hour	1	

	hours) 2028			
13.	Servicing work hour of servicer from abroad (night hours) 2027	hour	1	
14.	Servicing work hour of servicer from abroad (night hours) 2028	hour	1	
15.	Servicing work hour of servicer from abroad (weekends and holidays) 2027	hour	1	
16.	Servicing work hour of servicer from abroad (weekends and holidays) 2028	hour	1	
17.	Call-out fee of servicer from Slovenia 2027	visit	1	
18.	Call-out fee of servicer from Slovenia 2028	visit	1	
19.	Call-out fee of servicer from abroad 2027	visit	1	
20.	Call-out fee of servicer from abroad 2028	visit	1	

The unit price is fixed and expressed in euros (€), excluding value added tax (VAT), and is evident in the tender pro forma invoice. All costs are included in the price. The prices specified in the tender shall cover all costs that the tenderer will incur in the course of performing the public contract.

The contracting authority shall not accept additional charges from the contractor.

Article 6
Payment terms

Payments fall due 30 days after the invoice is received. A delivery note or work order confirmed by the contracting authority shall be attached to the invoice. The invoice date may not be earlier than the date of provision of the service. The invoice shall bear a reference to the purchase order number that the contractor receives from the administrator of the framework agreement after the framework agreement has been concluded.

Invoices shall be issued to: **POŠTA SLOVENIJE – VAT GROUP, Slomškov trg 10, 2000 Maribor, VAT ID number SI47407867; POŠTA SLOVENIJE d.o.o., Slomškov trg 10, 2000 Maribor, Tax ID number: 25028022, member of VAT Group**, and shall be sent to the company's address at Slomškov trg 10, 2000 Maribor, Slovenia, by no later than the fifth day of the month for services provided in the previous month, or via the eNabiralnik service.
Instructions for the correct forwarding of e-invoices to Pošta Slovenije's e-location are published at Javna naročila-top | Pošta Slovenije (posta.si).

Article 7
Discount

In the event of early payment, the contracting authority shall be granted a ……. discount on services provided. (to be completed by the contracting authority if agreed with the contractor)

Article 8
Contractor's obligations

The contractor undertakes to:
• provide the services properly, professionally, conscientiously, correctly and at a high level of quality, in accordance with the applicable regulations, the rules of the profession, and the provisions of this framework agreement;
• designate a contact person to ensure the professional and timely provision of the services that are the subject of this framework agreement;
• independently provide for all occupational safety, environmental protection and fire safety measures required during the execution of the contractual works, ensure the implementation of these measures, and assume full liability for the consequences of any omission;
• uphold the contracting authority's house rules and fire safety rules;
• supervise and manage its employees, and assume responsibility for work discipline and liability for damage proven to have been caused by its employees;
• protect all documents and information obtained for and during the performance of the orders that are the subject of this framework agreement as a trade secret of the contracting authority;
• obtain the contracting authority's written consent should it wish to use a performed contractual obligation as a reference;
• bear full liability for the performance of the awarded contract, irrespective of the number of subcontractors participating;
• provide the contracting authority with all details of the persons who will provide the services under this framework agreement, in line with the contracting authority's internal requirements regarding the issuance of entry passes and ID cards;
• send the contracting authority a list of all current telephone numbers, fax numbers and email addresses needed for the provision of telephone support in a timely manner;
• not use personal data in contravention of the law governing the protection of personal data applicable at the time.

Article 9
Contracting authority's obligations

The contracting authority undertakes to:
- designate a person to coordinate the time of the performance of obligations with the contractor, and ensure timely payment for the contractor's services rendered;
- cooperate with the contractor and make timely decisions on proposals where the contracting authority's decision represents the basis for the performance of obligations;
- notify the contractor of the local particulars and provide it with all instructions relating to safety that are required for the performance of on-site activities;
- submit data required for the provision of the service to the contractor;
- sign the work order or report for correctly performed obligations, and settle its obligations within the deadline referred to in Article 6 of the framework agreement.

Services shall only be provided under the condition that the contracting authority is using and maintaining the machines in accordance with the technical conditions for operation and the manufacturer's instructions for use. The provision of preventive maintenance and emergency repairs is contingent on all the materials necessary for preventive maintenance or repairs being stored at the contracting authority's warehouse of spare parts and available for use free-of-charge. The contracting authority shall provide space free-of-charge for the storage of machinery, tools, replacement parts, etc. and premises for the contractor's maintenance personnel. This also applies to security backup of software, electric power, and water and telephone connections, if these are necessary for the maintenance services.
The contracting authority shall keep a log for the machines, in which all repairs and changes are entered, irrespective of whether the work is performed by the contractor's personnel or a third party. The contractor may receive a copy of these records if it so desires.
The contracting authority shall bear the additional expenses incurred by the contractor owing to works performed inexpertly by the contracting authority or third parties before the commencement of the contractor's works, owing to modifications to the machines that the contractor has not been informed of, or owing to unjustifiable delays.
All procedures before administrative bodies shall be conducted with the contracting authority's support. The costs of testing and licensing shall be borne by the contracting authority.
The set-up of remote diagnostics is contingent on the machines being connected to the information network. The contracting authority shall provide for a working connection for data transfer, as soon as the contractor commences the performance of support services. Separate agreements regarding the relevant requirements shall be reached in individual cases. The contracting authority shall bear the costs of the network fee for the set-up of remote diagnostics.

Article 10
Rectification of defects

The contractor shall perform maintenance work professionally and to a high level of quality, in line with the applicable standards. Changes and deviations from the method of provision and the quality of goods or services shall only be permitted with the contracting authority's written consent. The contracting authority shall inspect every service provided, and include any identified deficiencies in the work order or submit a written complaint. The contracting authority shall reject any work not performed to the requisite level of quality. The contractor shall bear all expenses in connection with repairs of this kind. The contractor shall rectify identified deficiencies in the shortest possible time.

Article 11
Performance of contractual obligations with subcontractors

(if the contractor is working with subcontractors, this article is entered in the fair copy of the framework agreement)

1.) If direct payment to subcontractors is mandatory or has been requested by them, the following is included:

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

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

That portion of the services to be provided by a *specific* subcontractor has been stated by the contractor in the "Details of subcontractor" form.
Pursuant to Article 94 of the Public Procurement Act (ZJN-3), the contractor shall authorise the contracting authority to make payments directly to the aforementioned subcontractors on the basis of an approved invoice or interim statement.
The contractor shall be obliged to enclose with its invoice or interim statement the invoices or interim statements of the subcontractors that it has approved.
The consent of the subcontractor, on the basis of which the contracting authority settles a subcontractor's claims against the contractor in the contractor'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 is included:

In performing its contractual obligations under this framework agreement, the contractor will work with the following subcontractors: *(to be completed by tenderer)*

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

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

The contractor undertakes, in the event of any replacement of a subcontractor or the inclusion of a new subcontractor, to submit a written proposal or notice thereof to the contracting authority within five days of the change, to which it shall attach 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 contractor.

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

The contractor shall bear liability to the contracting authority for the entire performance of the contractual works, regardless of the number of subcontractors.

Article 12
Warranty

The contractor shall issue a warranty for the service of maintenance works for a period of six months from the day that the service was provided.

Article 13
Contractual penalty

Should the contractor through its own fault fail to perform its contractual obligations by the deadline envisaged by this framework agreement (delayed performance), it undertakes to pay the contracting authority a contractual penalty in the amount of 1% of the value of the performed maintenance order for each day of delay in the case of delays in urgent and emergency maintenance, and for each hour of delay in the case of delays in hotline maintenance. The amount of contractual penalty charged for a delay may not exceed 15% of the contract value excluding VAT.
The contracting parties expressly agree that, in the event of delayed performance, the contractor 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 framework agreement upon every instance of delay, regardless of whether the specific right has been reserved.

Should the contractor, through its own fault, fail to perform the contractual obligations (*non-performance*), it undertakes to pay a contractual penalty of 10% of the total estimated value of Lot 1.

The contractual penalty shall be calculated and an invoice issued for payment.

Article 14
Fire safety and occupational health and safety

The contractor shall be responsible for carrying out fire safety and occupational health and safety measures while performing work under this framework agreement. It shall also be obliged to provide for the monitoring and supervision of its employees. The contractor shall uphold the contracting authority's house rules and fire safety rules.

CONFIDENTIALITY OF (PERSONAL) DATA AND PROTECTION AND SAFEGUARDING OF (PERSONAL) DATA

Article 15
Protection of confidential information

The contracting parties agree that, in the course of the performance of this framework agreement as well as after its expiry, they shall protect the trade secrets, personal data, and classified and other confidential information (hereinafter: confidential information) that they acquire on the basis of this framework 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, and shall not transfer it to third parties except in the cases agreed below.
The contractor undertakes to familiarise its workers, its subcontractors and their workers, and other persons working on its behalf with the requirements to protect confidential information, and to ensure that those requirements are adhered to by those persons. The contractor shall be liable for any instance of unauthorised disclosure, use or misuse of confidential information by its workers, its subcontractors or their workers, or other persons working on the contractor's behalf.

The contractor undertakes to:

a) carry out all actions necessary to ensure that confidential information remains confidential, and secure against theft or any kind of unlawful expropriation;
b) use any information that it receives solely for the purpose of performing this framework agreement;
c) protect confidential information in accordance with applicable legislation, and as agreed in this framework agreement.

The contracting authority shall regard as its confidential information all information, facts and circumstances regarding: the users of postal and logistics services, including employees and statutory representatives in the case of legal entities, 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 information security; and source code and other information constituting, wholly or in part, intellectual property in software. The contracting authority shall also regard as confidential any information that is disclosed to the contractor in the course of performing this framework agreement and is necessary for the performance of contractual obligations by the contractor and not covered by the previous sentence of this paragraph.
The contracting authority shall protect the information on the contractor of which it is apprised in the course of performing this framework agreement and that is confidential according to the contractor, having due regard for what is agreed in this article.

The contracting parties may only disclose confidential information to persons whose knowledge of it is required for the performance of this framework agreement, such as auditors, lawyers, tax advisers, banks, and regulators.

The contracting authority may disclose confidential information to its affiliates in the sense of 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 framework agreement. The aforementioned obligation shall not apply to disclosures to competent authorities on the basis of law or a binding decision.

Disclosure of personal data and confidential information under this article is only permissible when the conditions under the regulations governing the protection thereof have been met.

The contracting authority may publish the entire content of this framework agreement if so required by regulations.

The obligation to protect confidentiality under this article shall not apply to data that:
a) was lawfully acquired prior to being received from the counterparty, without an obligation of confidentiality;
b) becomes accessible to the public without a breach of this framework agreement being necessary;
c) has to be disclosed pursuant to the law or a binding decision of a competent authority;

d) one party permits the other in writing to disclose;
e) is lawfully received from a third party to which the obligation of confidentiality does not apply.
The aforementioned exemptions do not exclude obligations under the regulations on the protection of personal data and confidential information.
The contractor is aware that information in connection with this framework agreement and its performance, including the personal data of the administrator of the framework agreement on the part of the contractor, may be used, stored and entered into databases and processed by computer for the needs of the contracting authority's operations and those of its affiliates in the sense of the ZGD-1, including the vetting of the contractor as part of the contracting authority's supply chain management in the areas of ESG and information security. The contracting authority may also undertake the aforementioned with the assistance of leased IT solutions or via a third party.

Personal data may only be processed and transmitted when the appropriate legal basis exists, and in the extent necessary for the aforementioned purposes.

After this framework agreement expires, each contracting party shall, at the counterparty's written request, return or destroy all confidential information, provided that it has not become the contracting authority's property as a result of the performance of this framework agreement, including all copies, unless the law requires the information to be stored. The provisions of Articles 16 and 17 of this framework agreement and the regulations on personal data protection shall also apply to personal data.

In the event of a breach of the obligation to protect confidential information, the party in breach shall be liable for damages, and the party not in breach may, if the breaches of the provisions of this article are substantial, withdraw from the framework agreement without a period of notice.

The obligation to protect confidential information shall apply for an indefinite period.
If before the conclusion of this framework agreement the contracting parties concluded an agreement on the protection of confidential information, or a declaration was issued in connection with the protection of confidential information, the agreement or declaration shall remain in force, unless it contravenes the provisions of this framework agreement.

Article 16
Processing of personal data

For the purposes of business communication under this framework agreement, the contracting parties shall exchange and process the other's data on the contracting authority or the contractor, and their contact persons and framework agreement administrators. This personal data, such as the business email address, the first name and surname of the contact person or administrator of the framework agreement, the telephone number and the computer ID in electronic communications, shall be processed by the contracting parties on an appropriate legal basis referred to in Article 6 of Regulation (EU) 2016/679 (GDPR).

Each contracting party is an independent personal data controller, who shall process the data for the aforementioned purposes. The contact details of the persons of the counterparty may be stored for as long as necessary for the purposes of their processing, or insofar as is legally required from the perspective of the management and retention of business documentation. After this deadline passes, the contracting parties undertake to anonymise, redact or delete the personal data from documents, except when permanent storage or archiving is stipulated by law.

Article 17
Contractual processing of personal data

The contracting authority shall act as the controller, and the contractor as the contracted processor of the personal data to which the contractor may have access or that the contractor processes during the provision of the service of maintenance of hardware and software of a parcel sorter under this framework agreement (including telephone support and remote diagnostics, and regular and extraordinary maintenance work).

The subject and purpose of the processing are exclusively technical support, maintenance, diagnostics and ensuring the unimpaired functioning of the parcel sorter and the related systems at Ljubljana MSLC in the extent and during the validity of this framework agreement.

The types of personal data that may be subject to random or technically essential access or processing include the contact details and addresses of data subjects (postal item senders or recipients), data on the routing of postal items, and system logs and identifiers of users of the contracting authority's systems. The categories of data subjects to which the data relates are users of postal services, and the contracting authority's employees and authorised workers.

The contractor undertakes to process personal data exclusively on the basis of the contracting authority's documented instructions set out by this framework agreement, unless the processing is required by applicable law. In this event the contractor shall notify the contracting authority of this legal requirement before commencing processing, unless the regulations prohibit notification of this kind.

The provisions of this article and Article 18 of this framework agreement constitute the comprehensive contractual arrangements for personal data processing in accordance with the third paragraph of Article 28 of Regulation (EU) 2016/679 (GDPR), and shall replace any separate agreement on personal data processing.

Article 18
Contractor's obligations as processor, security measures and supervision

Confidentiality of personnel: The contractor warrants that all persons (employees or authorised workers) who have access to personal data are bound by strict confidentiality, or are bound to confidentiality by applicable regulations, and are appropriately qualified in safe data processing. The obligation to protect confidentiality shall also apply after the termination of the employment or the cooperation with the contractor.

Security of processing and information security: The contractor shall take all the requisite technical and organisational measures to ensure a level of security appropriate to the risk to the rights and freedoms of natural persons, including measures to prevent unauthorised access to, alteration of, destruction of or disclosure of data, and measures in the area of information security relating to the maintained systems.

Processing log: If, while providing services in the contracting authority's systems (particularly the remote login service), the contractor carries out automated processing operations, such as viewing, alteration, disclosure or deletion, it shall ensure that these operations are recorded in the processing log in accordance with Article 22 of the ZVOP-2. The log shall give details of the type of operation, the date and time, and the exact identity of the person executing the operation. The

data shall be stored for two years after the end of the calendar year in which the operations were recorded, and shall be forwarded to the contracting authority or the competent supervisory authority at their request.

Safeguarding of data during exercise of data subjects' rights: If the contracting authority receives a request from a data subject to exercise rights under the GDPR, after being notified by the contracting authority the contractor shall without delay ensure that the requested data, the processing logs and the related information are not deleted, alienated or altered until the legally final conclusion of the procedure in accordance with Article 21 of the ZVOP-2. The contractor shall offer the contracting authority all requisite support in meeting the requests of data subjects, using appropriate technical means.

Sub-processors: The contractor may not involve any other processor (sub-processor) in processing without the contracting authority's prior written permission. Should the contracting authority grant permission for the involvement of a sub-processor, the contractor shall via a contract charge the sub-processor with the same obligations with regard to data protection as those set out in this framework agreement. The contractor shall bear full liability to the contracting authority for the performance of obligations by the sub-processor.

Notification of incidents: Without unnecessary delay, and by no later than 24 hours after learning of any breach of the security of personal data or a security incident, the contractor shall notify the contracting authority of such in writing, providing the contracting authority with all data necessary for notifying the supervisory authority and informing the affected data subjects.

Conduct after completion of services: After ceasing to provide services under this framework agreement, in accordance with a decision by the contracting authority the contractor shall return all personal data to the contracting authority, or securely and irreversibly destroy it, and destroy all existing copies, unless applicable legislation prescribes the storage of the data.

Audits and reviews: The contractor shall make available to the contracting authority all information necessary for proving the performance of obligations under this article, and shall allow the contracting authority or another auditor authorised by the contracting authority to conduct audits and reviews, and shall participate in them. The contractor shall allow the supervisory authority to exercise its supervisory powers in accordance with Article 28 of the ZVOP-2.

Liability for damages and sanctions: The contractor shall be fully liable for damage incurred by the contracting authority as a result of breaches of this article or the relevant regulations in the area of personal data protection. In the event of a major breach of the provisions on personal data protection, the contracting authority may immediately withdraw from this framework agreement without a period of notice.

Article 19
Contact persons

The contracting authority's administrator of the framework agreement is **Simon Bukanovsky**, tel: +386 (0)2
4492230, email: simon.bukanovsky@posta.si.

The contractor's contact person is _____

Article 20
Entry permit

The contractor has submitted a list of employees who will provide services under this framework agreement. Permits for entry into the contracting authority's business premises as set out in Article 2 of this framework agreement shall be issued on the basis of the list of employees.

The entry permit and the list of employees are appendices to this framework agreement.

Article 21
Withdrawal from framework agreement

The contracting authority reserves the right to withdraw from the framework agreement without a period of notice via a written notification if the contractor fails to provide its services to the required standard of quality, fails to meet the agreed deadlines, or breaches the contractual provisions in any other way and fails to rectify these breaches within a reasonable additional deadline period. The contracting authority shall send the contractor a written notice of withdrawal by registered post. The framework agreement shall cease to be in force on the day after the receipt of the notice of withdrawal, unless the contracting authority enters a later date for termination of the framework agreement. Should it not be possible to serve the notice of withdrawal from the framework agreement on the contractor, the withdrawal shall be deemed to have taken effect on the 16th day after the notice was sent. In this event the contractor is not entitled to any compensation, except for payment for services provided before the contracting authority's withdrawal, and shall return or deliver to the contracting authority everything that was received from the contracting authority on the basis of this framework agreement, everything that was performed before the contracting authority's withdrawal, and everything that it receives after the withdrawal on the basis of services provided for the contracting authority.

The contracting authority shall bar the contractor from participating in any of the contracting authority's other contract award procedures for the next three years if the framework agreement is terminated on any of the above grounds.

The contracting authority may withdraw from the framework agreement at any time without citing any grounds, *with a period of notice of four months*. The contracting authority shall notify the contractor of its withdrawal through a notice of withdrawal sent by registered post. The period of notice shall start on the day after the notice of withdrawal is received. Should it not be possible to serve the notice of withdrawal from the framework agreement on the contractor, the 16th day after the date of sending shall be deemed the date of service. In the event of withdrawal from the framework agreement in accordance with the provisions of this article, the contractor is not entitled to any compensation or to issue any other claims, except to payment for services provided before or on the day of the contracting authority's withdrawal.

Article 22
Anti-corruption clause

The contracting parties hereby establish that, to the best of their knowledge, neither of them has received, given or promised, prior to or in connection with the conclusion of this framework agreement, any undue benefit, gift or advantage (hereinafter: undue benefit) 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 framework agreement, the conclusion of this framework agreement under more

favourable terms, the omission of due oversight over the performance of this framework agreement, or any other unlawful service or omission in relation to this framework agreement. The contracting parties also establish that, in connection with the conclusion of this framework agreement, no member of the senior management, member of the supervisory board, executive or any other employee of a party involved in procedures relating to the conclusion of this framework agreement, or any legal entities or natural persons related in a business, official, private or personal capacity to these persons, have been given, offered or promised an undue benefit 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 framework agreement are 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 framework agreement, regardless of whether conduct by its employees, representatives, subcontractors or third parties is involved.

If this framework 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 framework agreement or a party related thereto in relation to third parties (public authorities, agencies or other legal entities or natural persons) occurs during performance of this framework agreement, the party acting in good faith shall have the right to withdraw from this framework agreement without a period of notice, and request that the other party reimburse all pecuniary and non-pecuniary damage, including damage to its reputation on the market or with the public. 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 framework agreement to the extent reasonably required to establish or investigate the suspected corruption or fraud.

Article 23
Supply chain responsibility and sustainability commitments

The contracting authority shall, within the scope of its business operations, act in accordance with its commitments and activities in the area of sustainability (ESG) as set out on 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 contractor/supplier that it shall endeavour to operate in such a way as to identify, prevent and minimise potential or actual negative impacts on 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 framework agreement, the contractor 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 equivalent to those set forth in the Code of Conduct (applies regardless of the version of the Code of Conduct). The contractor further warrants that all its employees, any subcontractors and other contractual workers shall, in the

course of performing this framework agreement and at all other times, act in accordance with these principles, guidelines and rules of conduct that are at least equivalent to those set forth in the Code of Conduct.

By signing this framework agreement, the contractor 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 contractor) has bound itself by signing this framework agreement (in particular, such cooperation shall not be limited merely to responding to the contracting authority's questionnaires). In the event that the contractor'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 at the contractor.

Should the contractor fail to rectify the material negative impacts or breaches of the Code of Conduct despite agreement being reached on the action to be taken in accordance with this article, the contracting authority may withdraw from this framework agreement, but only after giving the contractor 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 framework agreement without giving the contractor a further deadline by which to rectify the breaches.

Article 24
Management of conflicts of interest

The contracting parties declare that no circumstances have arisen in connection with this framework agreement that represent or could represent 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 framework 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 the recusal of 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 framework 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 is responsible for taking action with regard to persons who act on its behalf and/or for its account. The counterparty shall be informed of the action taken. Should a contracting party be unable to take the necessary action without the involvement of the counterparty, the contracting 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 25
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 26
Clause on restrictive measures

Without prejudice to other provisions of this framework agreement, a contracting party shall not be required to perform its obligations to the counterparty under this framework agreement and related agreements if performing 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, the Republic of Slovenia, the United Kingdom or the United States of America.

A contracting party that fails to perform its obligations under this framework agreement because it is complying with the sanctions and restrictions referred to in the previous paragraph shall not be liable for damage that could be incurred by the counterparty or third parties as a result of non-performance.

Each contracting party shall notify the counterparty without delay if any 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 damage incurred by the counterparty or third parties, withdraw from this framework 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 framework agreement.

Article 27
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. Each contracting party shall be obliged to notify the other party in writing as soon as any such event occurs.

Article 28
Condition subsequent

This framework agreement is concluded under a condition subsequent, which is triggered if, while it 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 contractor or its subcontractor has breached its 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 the public contract is based);
- that during the performance of this framework agreement a fine has been imposed on the contractor or a subcontractor on two or more occasions by virtue of one or more final decisions rendered by a competent state authority for a breach of provisions in connection with remuneration for work, working hours, rest periods, or the performance of contract-based work despite the existence of elements of an employment relationship, or in connection with undeclared work.

If the contracting authority learns of the breach or breaches referred to in the first paragraph of this article of the framework agreement, it shall notify the contractor of this within 10 days and, at the same time, call upon it to submit evidence within 15 days that the contractor has taken adequate measures to demonstrate its reliability despite the existence of the breach or breaches.

If the breaches of obligations referred to in the first paragraph of this article of the framework agreement were committed by a subcontractor, the contractor 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 framework agreement, in the event that the contractor does not provide evidence for the subcontractor as referred to in the preceding indent of this paragraph of this article or provides such evidence concerning the subcontractor but the contracting authority does not deem it to be sufficient.

If the contractor has not provided evidence for itself or for the subcontractor referred to in the second paragraph of this article of the framework agreement, or if it did and the contracting authority assessed it as being insufficient, or if the contractor does not take over the works itself or does not propose a new subcontractor, or if the contracting authority rejects a new subcontractor proposed in due time, the condition subsequent referred to in the first paragraph of this article of the framework agreement is triggered, provided that the framework agreement still has at least six months to run from the time that the contracting authority learned of the breach or breaches.

If the condition subsequent referred to in the third paragraph of this article of the framework agreement is triggered, the 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 conclusion of a new contract / 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 of the framework agreement, the framework agreement shall be deemed rescinded as of the 60th day after the contracting authority learned of the breach or breaches.

Article 29

All communications between the parties to this framework agreement shall be considered legally binding if executed in writing and sent by recorded or registered post. The parties to this framework agreement furthermore expressly agree that communication regarding a particular order from the contracting authority (services under this framework agreement) and its execution in electronic form by means of electronic messages sent by the contracting parties' responsible persons or other authorised persons of the contracting party named in advance shall also be deemed to be a legally binding form of communication. The message shall be deemed to be binding on the other contracting party from the day that it is delivered to that party and accepted by that party, or from the day that it was first received by electronic means. The parties to this framework agreement explicitly agree that electronic communications may not be used to withdraw from the framework agreement, and that notices of withdrawal shall be sent by registered post.

The contracting parties explicitly agree that in the event of any uncertainty in the performance of this framework agreement, the provisions of the tender dossier shall apply *mutatis mutandis*.

Article 30

Either contracting party may propose amendments or additions to this framework agreement. Amendments and additions are only permitted when the conditions set out by the law governing public procurement, in particular Article 95 of the Public Procurement Act (ZJN-3), have been met.

Any amendments and additions shall be regulated by virtue of a written addendum to this framework agreement, which shall be signed by the authorised representatives of the two contracting parties. The addendum shall be concluded before performance of the amended and additional obligations commences.

Article 31

The parties to this framework agreement hereby agree that the law governing the code of obligations shall apply to relations under this framework agreement, insofar as these relations are not otherwise regulated under the framework agreement.

The contracting parties shall resolve any disputes arising from this framework agreement amicably. If they are unable to do so, the competent court in Maribor shall have jurisdiction to resolve the dispute.

Article 32

This framework agreement shall be concluded and shall enter into force on the day that it is signed by both parties to the framework agreement, and shall be applied from 15 December 2026 to 31 December 2028.

This framework agreement is concluded in electronic form, and is regarded as having been validly concluded once both contracting parties have signed it via a qualified electronic signature that is equivalent to a handwritten signature under Regulation (EU) No 910/2014 on electronic identification and trust services (eIDAS).

The electronically signed file shall constitute the sole original of this framework agreement. After it has been signed by both contracting parties, each party shall be deemed to have received its copy.

CONTRACTING AUTHORITY:	**CONTRACTOR:**
Pošta Slovenije d.o.o.	

POŠTA SLOVENIJE d.o.o., Slomškov trg 10, 2500 Maribor, company registration number 5881447000, represented under authorisation by Ivana Vrviščar, member of the executive management, and Peter Milinović, director of Technology, Network and Logistics (hereinafter: **the contracting authority**)

and

Name/title ……, address ……., company registration number ……., VAT ID number SI……., represented by ……(position, first name and surname), hereinafter: **the supplier** *(to be completed by the tenderer)*

hereby conclude the following

FRAMEWORK AGREEMENT NO.

Article 1
Recitals

The contracting authority carried out a public procurement procedure under the procedure for awarding a low-value contract and, by virtue of decision number ……. of ……., under low-value public procurement procedure number ……. of ……., selected the supplier, having regard for the law governing public procurement and its own bylaw, the Rules on public procurement.

Article 2
Subject of framework agreement

The subject of the framework agreement is **LOT 2 – supply of replacement and spare parts and consumables for a parcel sorter (PSM) system at Ljubljana Mail Sorting and Logistics Centre (hereinafter: MSLC), at the address Cesta v Mestni log 81, 1002 Ljubljana (hereinafter: goods)**, in accordance with the contracting authority's technical requirements.

The tender of _____ and the completed list of spare/replacement parts are appendices to this framework agreement, and together with the tender dossier are integral parts thereof.

The contracting authority shall conclude framework agreements for lot 2 with no more than ten tenderers who have submitted admissible tenders, meet the criteria set out in the tender dossier, and receive the highest number of points in accordance with the criteria (phase 1). This framework agreement is concluded with one of the suppliers thus selected.

Article 3
Manner of performance of framework agreement

In the event of a need for individual replacement or spare parts, the contracting authority shall open competitive tendering between all suppliers with whom it has concluded a framework agreement for lot 2 (phase 2). It shall invite all these suppliers to submit a tender, for parts on the indicative list, which is part of the tender dossier, and for parts not on the list if the need for them arises.
Opening to competitive tendering is undertaken in electronic form via the e-JN system. The contracting authority shall define the subject of demand in the demand section, setting an

appropriate deadline for the submission of tenders. Suppliers may submit a tender for one or more of the replacement or spare parts that the contracting authority has demand for.

The contracting authority shall make the selection according to the criteria set out on each occasion in the invitation to tender; provisionally the criteria will be the lowest tendered price for a particular replacement or spare part, and the shortest delivery deadline.

After the deadline for submission of tenders passes, the contracting authority shall conduct the public opening of tenders via the e-JN system, and shall publish its decision to award or not award the particular order in the system.

A new contract shall be concluded with the supplier selected after opening to competitive tendering for a particular spare part, or a new purchase order shall be issued according to the value.

Article 4
Deadline, manner and place of delivery

The supplier undertakes to deliver the replacement or spare parts and consumables for the parcel sorter in accordance with the list set out in Appendix 1 of the tender dossier or in accordance with the machine supplier's list, and parts that are not on the attached list, on the basis of demand on each occasion and selection following opening to competitive tendering referred to in Article 3 of this framework agreement.

The spare parts and consumables from the supplier's inventory shall be originals or equivalent substitutes (solely for mechanical parts), and shall ensure the unimpaired, reliable, technical and functional operation of the parcel sorter.

The spare parts and substitutes supplied shall have all the technical characteristics, functionalities and reliability to ensure the unimpaired operation of the parcel sorter. The spare parts shall comply with current EU technical standards and match the quality of the original parts (for mechanical parts) on the date of installation or delivery, which shall be assessed on the working machine by the contracting authority and the supplier together. The contracting authority shall not accept substitutes for electronic parts.

The contracting authority shall inspect the supplied material in full, issuing reclamations in writing for any deficiencies identified. The contracting authority shall reject any received material that fails to comply with the quality requirements and the technical specifications set out in the tender dossier, and shall demand the rectification of deficiencies. Should the supplier fail to rectify the deficiencies by the agreed deadline, the supplier is deemed to be in delay in the supply. Rejections shall be recorded in the handover report, and communicated to the supplier in writing within one week.

Should the supplier fail to deliver materials of the requisite quality, the contracting authority shall reject material of this kind with patent defects immediately upon receipt. The contracting authority shall inform the supplier immediately following the identification of latent defects in the materials, but by no later than three working days after the identification of the defect in the materials.
The supplier shall rectify defects in returned spare parts and/or consumables, or replace them within five days of receipt, if it has the part in its inventory. Should the supplier fail to rectify

defects in the materials or replace them with suitable replacements by the stated deadline, the contracting authority shall procure the materials from other suppliers.

The supply of goods shall be executed successively. The delivery deadline for a particular order shall be determined on the basis of the tender selected after opening to competitive tendering, and shall be stated in the individual contract or purchase order.
The supply of ordered materials shall be executed under a DDP clause (Incoterms 2020) to the following address: Pošta Slovenije d.o.o., Ljubljana MSLC, Cesta v Mestni log 81, 1002 Ljubljana.

Should a particular spare part that the supplier is offering become unavailable (out-of-production or obsolete), the supplier shall inform the contracting authority of this fact at least six months before it occurs, and propose a replacement part, should one exist.

The supplier shall enclose the technical documentation and any certification relating to the part with the supplied spare part.

Article 5
Prices and estimated contract value

5 The estimated and simultaneously the maximum total value of all individual orders in lot 2 for the entire period of validity of the framework agreements is €_____ excluding VAT, or €_____ including VAT.

6 The aforementioned value applies to all framework agreements concluded in lot 2 and all selected suppliers, and does not constitute the value of orders assured for a particular supplier.

The prices of the goods shall be determined in phase 2 during each opening to competitive tendering, but the specific value of a particular order is evident from the selected tender and the contract concluded or purchase form issued on its basis.

The unit price for each awarded order is fixed, and expressed in euros (€) excluding value added tax (VAT), and is evident in the tender pro forma invoice submitted during each opening to competitive tendering. VAT shall be indicated separately. All costs are included in the price. The prices specified in the tender shall cover all costs that the supplier will incur in the course of realising the particular order.

The contracting authority shall not allow the supplier to make additional charges.

Article 6
Payment terms

Payments fall due 30 days after the invoice is received. A delivery note approved by the contracting authority shall be attached to the invoice. The invoice date may not be earlier than the date of delivery of the goods. The invoice shall bear a reference to the purchase order number that the supplier receives from the administrator of the framework agreement.

Invoices shall be issued to: **POŠTA SLOVENIJE – VAT GROUP, Slomškov trg 10, 2000 Maribor, VAT ID number SI47407867; POŠTA SLOVENIJE d.o.o., Slomškov trg 10, 2000 Maribor, Tax ID number: 25028022, member of VAT Group**, and shall be sent to the company's address at

Slomškov trg 10, 2000 Maribor, Slovenia, by no later than the fifth day of the month for a supply executed in the previous month, or via the eNabiralnik service.
Instructions for the correct forwarding of e-invoices to Pošta Slovenije's e-location are published at Javna naročila-top | Pošta Slovenije (posta.si).

Article 7
Quantities of goods

The specific quantities and types of replacement or spare parts for which the contracting authority will have demand are the subject of each opening to competitive tendering in phase 2.

The quantities of a particular supply shall be set out in the contract concluded or purchase order issued on the basis of the selected tender.

Article 8
Supplier's obligations

The supplier undertakes to:
• supply the goods properly, professionally, conscientiously, correctly and at a high level of quality, in accordance with the applicable regulations, the rules of the profession, and the provisions of this framework agreement;
• designate a contact person to ensure the professional and timely execution of the supplies that are the subject of this framework agreement;
• independently provide for all occupational safety, environmental protection and fire safety measures required during the execution of the contractual works, ensure the implementation of these measures, and assume full liability for the consequences of any omission;
• uphold the contracting authority's house rules and fire safety rules;
• supervise and manage its employees, and assume responsibility for work discipline and liability for damage proven to have been caused by its employees;
• protect all documents and information obtained for and during the performance of the orders that are the subject of this framework agreement as a trade secret of the contracting authority;
• obtain the contracting authority's written consent should it wish to use a performed contractual obligation as a reference;
• bear full liability for the performance of the order received, irrespective of the number of subcontractors participating;
• provide the contracting authority with all details of the persons who will execute the supplies under this framework agreement, in line with the contracting authority's internal requirements regarding the issuance of entry passes and ID cards;
• not use personal data in contravention of the law governing the protection of personal data applicable at the time.

Article 9
Contracting authority's obligations

The contracting authority undertakes to:
- designate a person to coordinate the time of the performance of obligations with the supplier, and ensure timely payment for the goods supplied by the supplier;
- cooperate with the supplier and make timely decisions on proposals where the contracting authority's decision represents the basis for the performance of obligations;
- notify the supplier of the local particulars and provide it with all instructions relating to safety that are required for the performance of on-site activities;

- send the supplier the data required for the execution of supply;
- sign a delivery note for a correctly performed supply, and settle the obligations by the deadline stated in Article 6 of the framework agreement.

Article 10
Quality of goods and rectification of defects

The spare parts and consumables from the supplier's inventory shall be originals, or equivalent substitutes solely for mechanical parts, and shall ensure the unimpaired, reliable, technical and functional operation of the parcel sorter.

The spare parts and substitutes supplied shall have all the technical characteristics, functionalities and reliability to ensure the unimpaired operation of the parcel sorter. The spare parts shall comply with current EU technical standards and match the quality of the original parts (for mechanical parts) on the date of installation or delivery, which shall be assessed on the working machine by the contracting authority and the supplier together. The contracting authority shall not accept substitutes for electronic parts.

The contracting authority shall inspect the supplied material in full, issuing reclamations in writing for any deficiencies identified. The contracting authority shall reject any received material that fails to comply with the quality requirements and the technical specifications set out in the tender dossier, and shall demand the rectification of deficiencies. Should the supplier fail to rectify the deficiencies by the agreed deadline, the supplier is deemed to be in delay in the supply. Rejections shall be recorded in the handover report, and communicated to the supplier in writing within one week.

The contracting authority shall reject material with a patent defect immediately upon receipt. The contracting authority shall inform the supplier immediately following the identification of latent defects in the materials, but by no later than three working days after the identification of the defect in the materials.

The supplier shall rectify defects in returned spare parts and consumables, or replace them within five days of receipt, if it has the part in its inventory. Should the supplier fail to rectify defects in the materials or replace them with suitable replacements by the stated deadline, the contracting authority shall procure the materials from other suppliers.

Article 11
Performance of contractual obligations with subcontractors

(if the supplier is working with subcontractors, this article is entered in the fair copy of the framework agreement)

3.) If direct payment to subcontractors is mandatory or has been requested by them, the following is included:

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

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

That portion of the supply to be executed 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 the aforementioned 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 instead of the supplier settles the subcontractor's claims against the supplier is an appendix to and an integral part of this framework agreement.

4.) If direct payment to subcontractors is not mandatory or has not been requested, the following is included:

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

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

That portion of the supply to be executed by a specific subcontractor has been stated by the supplier in the "Details of subcontractor" form.
The contracting authority shall request that the supplier send it the following within 60 days of the payment of the final invoice or interim statement, the supplier also undertaking 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.

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 days of the change, to which it shall attach 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
Guarantee for defects

The supplier shall bear liability for defects in the supplied goods in accordance with the applicable regulations and the provisions of Article 10 of this framework agreement. The existence of any warranty for the supplied goods shall not exclude the supplier's obligation with regard to the guarantee for defects.

Article 13
Contractual penalty

Should the supplier through its own fault fail to perform its contractual obligations by the deadline set in this framework agreement (delayed performance), it undertakes to pay the contracting authority a contractual penalty of 1% the contract value excluding VAT for each day of delay. The amount of contractual penalty charged for a delay may not exceed 15% of the contract value excluding VAT.

The contracting parties expressly agree that, in the event of delayed performance, 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 framework agreement upon every instance of delay, regardless of whether the specific right has been reserved.

Should the supplier through its own fault fail to perform its contractual obligations (non-performance), it undertakes to pay the contracting authority a contractual penalty in the amount of three times the value excluding VAT of the goods that it has failed to supply, not including any contractual penalty in the event of a breach of confidentiality and the provisions on trade secrets. Should the supplier fail to perform its obligations, the contracting authority shall notify the supplier whether it requires the performance of the contractual obligations or the payment of the contractual penalty.

The contractual penalty shall be calculated and an invoice issued for payment.

Article 14
Fire safety and occupational health and safety

The supplier shall be responsible for carrying out fire safety and occupational health and safety measures while performing work under this framework agreement. It shall also be obliged to provide for the monitoring and supervision of its employees. The supplier shall uphold the contracting authority's house rules and fire safety rules.

CONFIDENTIALITY OF (PERSONAL) DATA AND PROTECTION AND SAFEGUARDING OF (PERSONAL) DATA

Article 15
Protection of confidential information

The contracting parties agree that, in the course of the performance of this framework agreement as well as after its expiry, they shall protect the trade secrets, personal data, and classified and other confidential information (hereinafter: confidential information) that they acquire on the basis of this framework 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, and shall not transfer it to third parties except in the cases agreed below.
The supplier undertakes to familiarise its workers, its subcontractors and their workers, and other persons working on its behalf with the requirements to protect confidential information, and to

ensure that those requirements are adhered to by those persons. The supplier shall be liable for any instance of unauthorised disclosure, use or misuse of confidential information by its workers, its subcontractors or their workers, or other persons working on its behalf.

The supplier undertakes to:
a) carry out all actions necessary to ensure that confidential information remains confidential, and secure against theft or any kind of unlawful expropriation;
b) use any information that it receives solely for the purpose of performing this framework agreement;
c) protect confidential information in accordance with applicable legislation, and as agreed in this framework agreement.

The contracting authority shall regard as its confidential information all information, facts and circumstances regarding: the users of postal and logistics services, including employees and statutory representatives in the case of legal entities, 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 information security; and source code and other information constituting, wholly or in part, intellectual property in software. The contracting authority shall also regard as confidential any information that is disclosed to the supplier in the course of performing this framework agreement and is necessary for the performance of contractual obligations by the supplier and not covered by 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 framework agreement and that is confidential according to the supplier, having due regard for what is agreed in this article.

The contracting parties may only disclose confidential information to persons whose knowledge of it is required for the performance of this framework agreement, such as auditors, lawyers, tax advisers, banks, and regulators.

The contracting authority may disclose confidential information to its affiliates in the sense of 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 framework agreement. The aforementioned obligation shall not apply to disclosures to competent authorities on the basis of law or a binding decision.

Disclosure of personal data and confidential information under this article is only permissible when the conditions under the regulations governing the protection thereof have been met.
The contracting authority may publish the entire content of this framework agreement if so required by regulations.

The obligation to protect confidentiality under this article shall not apply to data that:

a) was lawfully acquired prior to being received from the counterparty, without an obligation of confidentiality;
b) becomes accessible to the public without a breach of this framework agreement being necessary;
c) has to be disclosed pursuant to the law or a binding decision of a competent authority;
d) one party permits the other in writing to disclose;
e) is lawfully received from a third party to which the obligation of confidentiality does not apply.
The aforementioned exemptions do not exclude obligations under the regulations on the protection of personal data and confidential information.

The supplier is aware that information in connection with this framework agreement and its performance, including the personal data of the administrator of the framework agreement on the part of the supplier, may be used, stored and entered into databases and processed by computer for the needs of the contracting authority's operations and those of its affiliates in the sense of the ZGD-1, including the vetting of the supplier as part of the contracting authority's supply chain management in the areas of ESG and information security. The contracting authority may also undertake the aforementioned with the assistance of leased IT solutions or via a third party.

Personal data may only be processed and transmitted when the appropriate legal basis exists, and in the extent necessary for the aforementioned purposes.

After this framework agreement expires, each contracting party shall, at the counterparty's written request, return or destroy all confidential information, provided that it has not become the contracting authority's property as a result of the performance of this framework agreement, including all copies, unless the law requires the information to be stored. The provisions of Articles 16 and 17 of this framework agreement and the regulations on personal data protection shall also apply to personal data.

In the event of a breach of the obligation to protect confidential information, the party in breach shall be liable for damages, and the party not in breach may, if the breaches of the provisions of this article are substantial, withdraw from the framework agreement without a period of notice.

The obligation to protect confidential information shall apply for an indefinite period.
If before the conclusion of this framework agreement the contracting parties concluded an agreement on the protection of confidential information, or a declaration was issued in connection with the protection of confidential information, the agreement or declaration shall remain in force, unless it contravenes the provisions of this framework agreement.

Article 16
Processing of personal data

For the purposes of business communication under this framework agreement, the contracting parties shall exchange and process the other's data on the contracting authority or the supplier, and their contact persons and framework agreement administrators. This personal data, such as the business email address, the first name and surname of the contact person or administrator of the framework agreement, the telephone number and the computer ID in electronic communications, shall be processed by the contracting parties on an appropriate legal basis referred to in Article 6 of Regulation (EU) 2016/679 (GDPR).

Each contracting party is an independent personal data controller, who shall process the data for the aforementioned purposes. The contact details of the persons of the counterparty may be stored for as long as necessary for the purposes of their processing, or insofar as is legally required from the perspective of the management and retention of business documentation. After this deadline passes, the contracting parties undertake to anonymise, redact or delete the personal data from documents, except when permanent storage or archiving is stipulated by law.

Article 17
Contact persons

The contracting authority's administrator of the framework agreement is **Simon Bukanovsky,** tel: +386 (0)2
4492230, email: simon.bukanovsky@posta.si.

The supplier's contact person is _____

Article 18
Entry permit

The supplier has submitted a list of employees who will provide delivery services under this framework agreement. Permits for entry into the contracting authority's business premises as set out in Article 4 of this framework agreement shall be issued on the basis of the list of employees.

The entry permit and the list of employees are appendices to this framework agreement.

Article 19
Withdrawal from framework agreement

The contracting authority reserves the right to withdraw from the framework agreement without a period of notice via a written notification if the supplier fails to supply the goods to the required standard of quality, fails to meet the agreed deadlines, or breaches the contractual provisions in any other way and fails to rectify these breaches within a reasonable additional deadline period. The contracting authority shall send the supplier a written notice of withdrawal by registered post. The framework agreement shall cease to be in force on the day after the receipt of the notice of withdrawal, unless the contracting authority enters a later date for termination of the framework agreement. Should it not be possible to serve the notice of withdrawal from the framework agreement on the supplier, the withdrawal shall be deemed to have taken effect on the 16th day after the notice was sent. In this event the supplier is not entitled to any compensation, except for payment for supplies provided before the contracting authority's withdrawal, and shall return or deliver to the contracting authority everything that was received from the contracting authority on the basis of this framework agreement, everything that was performed before the contracting authority's withdrawal, and everything that it receives after the withdrawal on the basis of supplies provided for the contracting authority.

The contracting authority shall bar the supplier from participating in any of the contracting authority's other contract award procedures for the next three years if the framework agreement is terminated on any of the above grounds.
The contracting authority may withdraw from the framework agreement at any time without citing any grounds, with a period of notice of four months. The contracting authority shall notify the supplier of its withdrawal through a notice of withdrawal sent by registered post. The period of notice shall start on the day after the notice of withdrawal is received. Should it not be possible

to serve the notice of withdrawal from the framework agreement on the supplier, the 16th day after the date of sending shall be deemed the date of service. In the event of withdrawal from the framework agreement in accordance with the provisions of this article, the supplier is not entitled to any compensation or to issue any other claims, except to payment for supplies provided before or on the day of the contracting authority's withdrawal.

Article 20
Anti-corruption clause

The contracting parties hereby establish that, to the best of their knowledge, neither of them has received, given or promised, prior to or in connection with the conclusion of this framework agreement, any undue benefit, gift or advantage (hereinafter: undue benefit) 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 framework agreement, the conclusion of this framework agreement under more favourable terms, the omission of due oversight over the performance of this framework agreement, or any other unlawful service or omission in relation to this framework agreement. The contracting parties also establish that, in connection with the conclusion of this framework agreement, no member of the senior management, member of the supervisory board, executive or any other employee of a party involved in procedures relating to the conclusion of this framework agreement, or any legal entities or natural persons related in a business, official, private or personal capacity to these persons, have been given, offered or promised an undue benefit 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 framework agreement are 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 framework agreement, regardless of whether conduct by its employees, representatives, subcontractors or third parties is involved.

If this framework 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 framework agreement or a party related thereto in relation to third parties (public authorities, agencies or other legal entities or natural persons) occurs during performance of this framework agreement, the party acting in good faith shall have the right to withdraw from this framework agreement without a period of notice, and request that the other party reimburse all pecuniary and non-pecuniary damage, including damage to its reputation on the market or with the public. 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 framework agreement to the extent reasonably required to establish or investigate the suspected corruption or fraud.

Article 21
Supply chain responsibility and sustainability commitments

The contracting authority shall, within the scope of its business operations, act in accordance with its commitments and activities in the area of sustainability (ESG) as set out on 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/contractor that it shall endeavour to operate in such a way as to identify, prevent and minimise potential or actual negative impacts on 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 framework 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 equivalent to those set forth in the Code of Conduct (applies 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 framework agreement and at all other times, act in accordance with these principles, guidelines and rules of conduct that are at least equivalent to those set forth in the Code of Conduct.

By signing this framework 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 framework 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 at the supplier.

Should the supplier fail to rectify the material negative impacts or breaches of the Code of Conduct despite agreement being reached on the action to be taken in accordance with this article, the contracting authority may withdraw from this framework 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 framework agreement without giving the supplier a further deadline by which to rectify the breaches.

Article 22
Management of conflicts of interest

The contracting parties declare that no circumstances have arisen in connection with this framework agreement that represent or could represent 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 framework 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 the recusal of 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 framework 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 is 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 take the necessary action without the involvement of the counterparty, the contracting 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 23
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 24
Clause on restrictive measures

Without prejudice to other provisions of this framework agreement, a contracting party shall not be required to perform its obligations to the counterparty under this framework agreement and related agreements if performing 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, the Republic of Slovenia, the United Kingdom or the United States of America.

A contracting party that fails to perform its obligations under this framework agreement because it is complying with the sanctions and restrictions referred to in the previous paragraph shall not be liable for damage that could be incurred by the counterparty or third parties as a result of non-performance.

Each contracting party shall notify the counterparty without delay if any 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 damage incurred by the counterparty or third parties, withdraw from this framework 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 framework agreement.

Article 25
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. Each contracting party shall be obliged to notify the other party in writing as soon as any such event occurs.

Article 26
Condition subsequent

This framework agreement is concluded under a condition subsequent, which is triggered if, while it 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 breached its 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 the public contract is based);
- that during the performance of this framework agreement a fine has been imposed on the supplier or a subcontractor on two or more occasions by virtue of one or more final decisions rendered by a competent state authority for a breach of provisions in connection with remuneration for work, working hours, rest periods, or the performance of contract-based work despite the existence of elements of an employment relationship, or in connection with undeclared work.

If the contracting authority learns of the breach or breaches referred to in the first paragraph of this article of the framework agreement, it shall notify the supplier of this within 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 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 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 framework agreement, or if it did and the contracting authority assessed it as being insufficient, or if the supplier does not take over the works itself or

does not propose a new subcontractor, or if the contracting authority rejects a new subcontractor proposed in due time, the condition subsequent referred to in the first paragraph of this article of the framework agreement is triggered, provided that the framework agreement still has at least six months to run from the time that the contracting authority learned of the breach or breaches.

If the condition subsequent referred to in the third paragraph of this article of the framework agreement is triggered, the 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 conclusion of a new contract / 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 of the framework agreement, the framework agreement shall be deemed rescinded as of the 60th day after the contracting authority learned of the breach or breaches.

Article 27

All communications between the parties to this framework agreement shall be considered legally binding if executed in writing and sent by recorded or registered post. The parties to this framework agreement furthermore expressly agree that communication regarding a particular order from the contracting authority (supplies under this framework agreement) and its execution in electronic form by means of electronic messages sent by the contracting parties' responsible persons or other authorised persons of the contracting party named in advance shall also be deemed to be a legally binding form of communication. The message shall be deemed to be binding on the other contracting party from the day that it is delivered to that party and accepted by that party, or from the day that it was first received by electronic means. The parties to this framework agreement explicitly agree that electronic communications may not be used to withdraw from the framework agreement, and that notices of withdrawal shall be sent by registered post.

The parties to this framework agreement explicitly agree that in the event of any uncertainty in the performance of this framework agreement, the provisions of the tender dossier shall apply *mutatis mutandis*.

Article 28

Either contracting party may propose amendments or additions to this framework agreement. Amendments and additions are only permitted when the conditions set out by the law governing public procurement, in particular Article 95 of the Public Procurement Act (ZJN-3), have been met.

Any amendments and additions shall be regulated by virtue of a written addendum to this framework agreement, which shall be signed by the authorised representatives of the two contracting parties. The addendum shall be concluded before performance of the amended and additional obligations commences.

Article 29

The parties to this framework agreement hereby agree that the law governing the code of obligations shall apply to relations under this framework agreement, insofar as these relations are not otherwise regulated under the framework agreement.

The contracting parties shall resolve any disputes arising from this framework agreement amicably. If they are unable to do so, the competent court in Maribor shall have jurisdiction to resolve the dispute.

Article 30

This framework agreement shall be concluded and shall enter into force on the day that it is signed by both parties to the framework agreement, and shall be applied from 15 December 2026 to 31 December 2028.

This framework agreement is concluded in electronic form, and is regarded as having been validly concluded once both contracting parties have signed it via a qualified electronic signature that is equivalent to a handwritten signature under Regulation (EU) No 910/2014 on electronic identification and trust services (eIDAS).

The electronically signed file shall constitute the sole original of this framework agreement. After it has been signed by both contracting parties, each party shall be deemed to have received its copy.

CONTRACTING AUTHORITY:	**SUPPLIER:**
Pošta Slovenije d.o.o.	