Zanesljivo z vami!

Pošta Slovenije

Pošta Slovenije d.o.o.
Procurement
Slomškov trg 10
2500 MARIBOR
Tel: +386 (0)2 449 2310
Email: info@posta.si
www.posta.si

TENDER DOSSIER

Subject:

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

FORMS

Public contract number
0025/2026/0025/MVB/6
Procurement number
1100004088

INVALIDOM PRIJAZNO PODJETJE

Pošta Slovenije d.o.o.
Maribor District Court. Company registration number: 5881447000. Activity code: 53.100. Chair of Supervisory Board: Dr Urška Kežmah.
Share capital: €121,472,482. Current account number: SI56 0451 5000 1110 867. Current account number: SI56 0228 0001 6990 351. Current account number: SI56 1010 0005 8717 393.
Tax ID number: 25028022; VAT ID number: SI47407867; Pošta Slovenije – VAT Group, Slomškov trg 10, 2000 Maribor, member of VAT Group.

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 "**FORMS**".

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

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

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

Tenders shall be deemed to have been submitted on time if the contracting authority receives them via the e-JN system https://ejn.gov.si **no later than 12.00 noon on 12 November 2026**. 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 **12 November 2026** and begin **at 1.00 pm** online at https://ejn.gov.si.

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

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

Best regards,

Vesna Kos Tomažič
Director of Procurement

Monika Jelovica
Technical Coordinator

1 GENERAL PROVISIONS OF THE PUBLIC CONTRACT

1.1 Method of performance of the public contract

The contracting authority shall award the public "FORMS" contract by lot. Tenderers shall offer all types of goods in an individual lot (partial tenders will not be accepted). Tenderers may bid for one, two or more lots.

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

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

If the contracting authority finds, after announcing and conducting the final round of negotiations 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 have been completed, the contracting authority shall evaluate the tenders in accordance with the criteria set out in the tender dossier.

The contracting authority shall conclude a maximum of three (3) framework agreements per lot. If it receives one or two tenders, it shall conclude only one or two framework agreements per lot. The contracting authority shall conclude a framework agreement with the selected tenderers once the negotiations have been completed. Competitive tendering shall cease once the framework agreements have been signed (applies to lots 1, 3, 4, 5, 6 and 7).

Pursuant to the framework agreements concluded, the contracting authority shall order services under criteria 1, 2 and 3, which means that it shall procure forms (applies to lots 1, 3, 4, 5, 6 and 7) **without competitive tendering** and, as a general rule, **from the first-ranked tenderer**. In exceptional cases, if the first-ranked tenderer is not capable of supplying the forms in the required quantity, to the required standard of quality and by the deadline set for each lot, the contracting authority shall send the procurement order to the second- or third-ranked tenderer.

The contracting authority reserves the right to modify the design or content of the forms during the term of the framework agreement. It therefore proposes/recommends that the tenderer not print large quantities of forms in advance.

The contracting authority shall also conclude an agreement for Lot 11 with all tenderers with whom it concludes a framework agreement for postal forms for Pošta Slovenije.

The contracting authority shall **hold a competitive tendering process** involving all tenderers for Lot 11 where the procurement of new forms is envisaged, or if technical modifications are made to the forms (size, colour, thickness, printing method, etc.) that could not have been foreseen by the contracting authority when it published the public contract notice. Selection shall be made on the lowest price principle. The selected tenderer shall supply forms, after **receiving an order**, under the conditions set out in this tender dossier or the framework agreement as concluded.

We reserve the right, after completing the competitive tendering process, to conclude a framework agreement or order with the first-ranked supplier solely for a form to which technical modifications are to be made.

1.2 Communication with the contracting authority

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

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

1.3 Language

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

Quality certificates and other certificates may be submitted in foreign languages. If during revision and evaluation of tenders, the contracting authority is of opinion that the part of tender, which was not submitted in the Slovenian language, should be translated into Slovenian language, the contracting authority may ask the tenderer to do so at its own cost within a specified time limit. In case of dispute, the tender bid in the Slovenian language and the part of the tender in the certified translation into the Slovenian language shall be used as a reference.

1.4 Tenders submitted by a grouping of contractors

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

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

1.5 Variant tenders

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

1.6 Amendments, additions and clarifications to the tender dossier

Pursuant to Article 67 of the ZJN-3, the contracting authority shall publish the documentation relating to the contract award on or via the Public Procurement Portal. The information provided

by the contracting authority to the business entities participating in the public contract procedure shall also be deemed a part of this documentation.
After the expiry of the deadline for the receipt of tenders, the contracting authority may no longer amend or supplement the dossier relating to the award of the public contract. The information provided by the contracting authority to business entities on or via the Public Procurement Portal shall be regarded as an amendment to, addition to or clarification of the dossier relating to the public contract award if it appears from the content of such information that this information amends or supplements the contract documents or that the clarification eliminates ambiguities therein.

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

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

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

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

1.8 Cost for preparing tenders

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

1.9 Payment terms

Payments fall due 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 propose the option of early payment with the inclusion of a cash discount, the level of which shall be determined subsequently through negotiations.

Invoices shall be issued 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 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).

1.10 Price

The price shall be fixed, and expressed in euros (EUR), net of value added tax (VAT). All costs shall be included in the price. VAT is stated separately, as per the tender pro forma invoice. The prices specified in the tender shall cover all costs that the tenderer will incur in the course of performing the contract.

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

The prices specified in the tender shall cover all costs that the tenderer will incur in the course of performing the contract.
The contracting authority shall not accept additional charges from the selected tenderer.

The price shall include:
– printing, materials (paper);
– the costs of packing and packaging;
– delivery to the contracting authority's address;
– all necessary services;
– customs and import customs clearance costs;
– any other costs.

When compiling the pro forma invoice, tenderers shall also include subsequent modifications to forms by the contracting authority in their calculation of the tender price.

Prices per unit shall be rounded to no more than four (4) decimal places.

The contractor or the contracting authority may propose a change (an increase or decrease) to the prices with respect to any movement in the *consumer price index according to figures for the past year from the Statistical Office of the Republic of Slovenia* one (1) year from the date on which the services were initially rendered or from the date of the last change in prices. A proposed change in prices shall be sent at least sixty (60) days prior to the proposed date for the aforementioned change. On the basis of the proposed change in prices, the contracting parties shall, following **preliminary negotiations**, adjust the prices **by no more than the increase or decrease in the *consumer price index according to figures for the past year from the Statistical Office of the Republic of Slovenia***. The contracting parties undertake to **carry out the price change** and confirm it by concluding an annex to the agreement, in which the date of validity of the new prices is also stated.

1.11 Criteria

The evaluation criterion shall be the most economically advantageous tender, i.e. the lowest total annual value of all items in each lot.

This means that the contracting authority shall choose the three tenders with the highest number of points for each lot (or less if the number of tenders received is lower) as follows:
- points shall be awarded per lot;
- after the points are calculated, the contracting authority shall select the tenderer with the highest number of points, as well as the tenderers with the second-and third-highest number of points.

The maximum number of points that can be awarded is 100.

The tender with the lowest tender price shall receive the highest number of points. The other tenders shall receive a correspondingly lower number of points, calculated according to the following formula:

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

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

1.12 Framework agreement

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

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

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

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

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

1.13 Data protection

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

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

1.14 Suspension of the procedure

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

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

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

1.15 Termination of contractual obligations

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

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

1.16 Review/Revision of the procedure

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

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

The applicant must simultaneously send a copy of the request for review to the ministry responsible for finance. The contracting authority must notify the tenderers who submitted tenders in the public procurement procedure about the lodging of the request for review within three working days of the receipt of that request.

In the request for review, the applicant must state the name and address of the applicant and the contact person, the name of the contracting authority, the designation of the public procurement order or decision on the issuing of a public procurement order or recognition of capacity, the subject matter of the public procurement order, the alleged offence, the facts and evidence with which the offence is proved, an authorisation for representation in the pre-review and review procedure if the applicant appears through proxies, a statement of whether the particular case of public procurement involves co-financing from European funds and which fund, and a receipt of payment of administrative fees.

When lodging the request for review the applicant is obliged to pay an administrative fee to the corresponding account at the ministry responsible for finance in the amount of €2,000 if the request for review relates to the content of the notice, the invitation to tender or the tender dossier.

The transaction account number is: 01100-1000358802.
In the payment of the administrative fee, the approval reference number in line with template 11 must always be cited.
1. Template 11
2. P1: budget spending unit code (16110 – Ministry of Finance – four-digit number plus check number)
3. P2: sub-account number with check number (7111290)
4. P3: Publication serial number from the standard information portal or account reference number, or another document from the public tender dossier (6 digits + 2 digits for the year) is applied.
A dash is mandatory between P1 and P2 and between P2 and P3.

2 CONDITIONS OF PARTICIPATION (SELECTION CRITERIA)

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

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

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

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

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

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

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

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

of civil law contracts despite the existence of elements of an employment relationship or in connection with undeclared work.

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

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

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

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

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

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

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

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

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

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

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

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

C 6 **Poor performance** – a tenderer/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 criterion.

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

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

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

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 shall enter 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 in the e-JN system. The amount including tax in euros shall be calculated in euros automatically. The tenderer shall upload a file in Word, Excel or PDF format to the "Pro forma invoice" section. The "Total tender value" entered into the same section and the document uploaded as a pro forma invoice to the "Pro forma invoice" section will be displayed and made available at the public opening of tenders. In the event of discrepancies between the data indicated under the "Total tender value" section and in the document that was submitted to the "Pro-forma invoice" section, the data in the document submitted to the "Pro-forma invoice" section shall be deemed valid.

The contracting authority has published the annex in an "open" Excel table to enable the tenderers to enter their own details. If the contracting authority finds that a tenderer has altered, supplemented or made additions to the enclosed table in any way, it shall exclude the tender from further consideration.

When submitting its tender with prices to the electronic e-JN system, a tenderer shall supply both an open table and a table in pdf format. If there are discrepancies between the open and pdf tables, the contracting authority shall take the pdf table as the correct one.

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.

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 public contract

The subject of the public contract is the provision of FORMS for a period of two (2) years per individual lot.

Templates for the tender forms shall be sent to tenderers by the Warehouse Logistics department, contact person for Pošta Slovenije: Borut Polc, borut.polc@posta.si Tel: +386 (0)2 449 2766.

The contracting authority requests that tenderers send an email to the above address should they wish to view the form.

Since the contracting authority reserves the right to change the forms or content of the forms during the term of the framework agreement, the supplier is advised not to print large numbers of forms in advance.
Annexes to the tender dossier:

- List of forms with annual quantities and descriptions per individual lot

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

- **Method of performance of the public contract:** Ongoing – once a month, no later than fourteen (14) business days after the order form is received; we reserve the right to place additional orders in the course of the month.
- **Ordering date:** as a rule, monthly ordering by order form.
- **Announcement of delivery:** the supplier shall announce the delivery of forms no later than three (3) days prior to delivery via email to the contracting authority's email address.
- **Places and deadlines:** carriage paid (franco) to Pošta Slovenije d.o.o., PE PLC Maribor, Zagrebška cesta 106, Skladiščna logistika [Warehouse Logistics], 2000 Maribor, Slovenia.
- **Validity and duration of framework agreement**: from 1 January 2027 to 31 December 2028.
- **Contracting authority's contact person for performance of the framework agreement:** Nataša Štraus, Tel: +386 (0)2 449 2309, natasa.straus@posta.si.

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

Form

TENDER

Based on the public contract tender "FORMS" under a low-value public contract procedure, we hereby submit a tender as follows:

1. TENDERER'S DETAILS

TENDERER'S FULL NAME AND COMPANY NAME: _____

TENDERER'S ADDRESS: _____

TEL: _____

TENDERER'S TAX IDENTIFICATION (VAT) NO: _____

TENDERER'S REGISTRATION NO: _____

BANK ACCOUNT NO: _____

PERSON AUTHORISED TO SIGN THE CONTRACT: _____

TENDERER'S STATUTORY REPRESENTATIVES: _____

_____

_____

_____

_____

WE ARE APPLYING FOR LOT (to be circled by the tenderer):

1, 3, 4, 5, 6, 7 and 11

Place and date:

Tenderer:

Signature and stamp:

The tenderer shall submit the tender pro forma invoice in the "Pro forma invoice" section during Phase II.

Form

2. TENDER PRO FORMA INVOICE

No	Goods – Forms according to the list *(annex)	Total in € (excluding VAT)
1	***2***	***3***
1.	Lot 1	
2.	Lot 3	
3.	Lot 4	
4.	Lot 5	
5.	Lot 6	
6.	Lot 7	
7.	Lot 11	

Tenderers shall copy the total annual tender values per lot into the table from the compulsory enclosed annex (list of forms – Excel table).

Tenderers may not amend the tender pro forma invoice in the Excel table either.

If the tenderer fails to enter all prices for a specific lot, this means that the item in question is not being offered (and therefore that the tenderer does not meet all the contracting authority's requirements as set out in the tender dossier). In that case, the contracting authority shall label the tender as inadmissible for that lot from which the price per position is missing.

2.1 Tenders shall be valid until at least 28 February 2027.

2.2 Prices are fixed for a period of one (1) year and expressed in euros (€), excluding value added tax (VAT). All costs are included in the price.

2.3 The quantities in the list (Excel tables) are indicative for a period of one (1) year.

Done at: Tenderer:

Signature:

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

Form

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

Name of tenderer _____

Street _____

Post code and city _____

CONTACT PERSON _____

CONTACT PERSON'S E-MAIL _____

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

…… ……

Place and date Responsible person

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

The tenderer shall 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 is required to submit a completed form "EU sanctions against Russia / Article 5k(1) of Regulation (EU) No 833/2014".

Form

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

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

(i) neither the tenderer,

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

meet the conditions set out in Article 5k(1) of Regulation (EU) No. 833/2014[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, suppliers or entities involve no:*
(a) Russian national, natural person residing in Russia, or legal person, entity or body established in Russia;
(b) legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50% by an entity referred to in point (a) of this paragraph; or
(c) natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph;
including, where they account for more than 10% of the contract value, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives.

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

Form

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

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

- we operate our business in full compliance with the Code of Conduct for Suppliers, which defines the basic principles and standards for goods suppliers, service providers and other business partners of Pošta Slovenije d.o.o.;
- we have been fully apprised of the provisions of the Code, which is published online at Kodeks_ravnanja_za_dobavitelje_Skupina Pošta Slovenije.pdf (posta.si);
- by signing this Declaration, we undertake to act in accordance with the applicable national and international regulations in the course of our business operations. We will adhere to the highest standards of ethical and business conduct, and thereby comply with the provisions of the Code.

Place and date: Signature:

(name and address of Contracting Authority) **……**, identification number ……., company registration number ……., represented by ……., hereinafter: *the Contracting Authority (to be completed by the Contracting Authority)*

and

(name and address of tenderer) **……,** identification number ……., company registration number ……., represented by ……., hereinafter: *the Contractor (to be completed by the Contractor)*

hereby conclude the following

FRAMEWORK AGREEMENT No …… /…….

Article 1
Preamble

The Contracting Authority carried out a public procurement procedure following the procedure for the awarding of a low-value contract no …… dated ……., and selected (*as the first-ranked/second-ranked/third-ranked)* the Contractor, having regard to the provisions of the law governing public procurement and the Rules on Public Procurement.

Article 2
Subject of the Framework Agreement

The subject of the Framework Agreement is the provision of "FORMS" *(hereinafter: service or forms)* by lot *(the lots for which the Contractor has been selected shall be entered in the fair copy of the Framework Agreement)* for Pošta Slovenije for a period of two (2) years, as follows:

Lot: 1,
Lot: 3,
Lot: 4,
Lot: 5,
Lot: 6,
Lot: 7,

Lot 11 *(opening of competition)*

all in accordance with the Contracting Authority's technical requirements as set out in the tender dossier, which is annexed to and an integral part of this Framework Agreement.

The Contracting Authority shall conclude a maximum of three (3) framework agreements per lot. The Contractor expressly states that it has been apprised of the fact that the Contracting Authority has conducted a public contract award procedure broken down into lots and that, under the framework agreements concluded, the Contracting Authority shall order services under criteria 1, 2 and 3, which means that it shall procure forms **(applies to lots 1, 3, 4, 5, 6 and 7)** without competitive tendering and, as a general rule, from the first-ranked tenderer. In exceptional cases, if the first-ranked tenderer is not capable of supplying the forms in the

required quantity, to the required standard of quality and by the deadline set for each lot, the Contracting Authority shall send the procurement order to the second- or third-ranked tenderer.
The Contracting Authority shall **hold a competitive tendering process** involving all tenderers for Lot 11 where the procurement of new forms is envisaged, or if technical modifications are made to the forms (size, colour, thickness, printing method, etc.) that could not have been foreseen by the Contracting Authority when it published the public contract notice. Selection shall be made on the lowest price principle. The selected tenderer shall supply or print forms, after **receiving an order**, under the conditions set out in this tender dossier or the Framework Agreement as concluded.
The Contracting Authority reserves the right, after completing the competitive tendering process, to conclude a framework agreement with the first-ranked supplier solely for a form to which technical modifications are to be made.

The Contracting Authority reserves the right to modify the design or content of the forms during the term of the Framework Agreement. It therefore proposes/recommends that the Contractor not print large quantities of forms in advance.

The Contracting Authority shall also conclude an agreement for Lot 11 with all contractors with whom it concludes a Framework Agreement for postal forms for Pošta Slovenije.

The Contractor expressly agrees that the Contracting Authority does not know the precise quantities of forms at the moment this Framework Agreement is signed. The parties hereto therefore expressly agree that the Contracting Authority shall not be liable for compensation to the Contractor should it order fewer forms than the quantities given. In such cases, the Contracting Authority shall also not permit requests for greater quantities from the Contractor.

The annex is a table that includes a list of forms in Lot *(enter the selected lot).*

Article 3

Deadline and method of performance of the public contract and the delivery location

The Contracting Authority shall order services on an ongoing basis (once a month), **no later than fourteen (14) business days after the order form is received**, and reserves the right to place additional orders in the course of the month.

The Contractor shall provide the services ordered by the Contracting Authority no later than fourteen (14) business days after receiving the order form and deliver the forms carriage paid (franco) to Pošta Slovenije d.o.o., PE PLC, PLC Maribor, Skladiščna logistika [Warehouse Logistics], Zagrebška cesta 106, 2000 Maribor. The Contractor shall announce the delivery of forms no later than three (3) days prior to delivery by email to the Contracting Authority's email address

Article 4

Prices

The prices are fixed, expressed in euros (€), net of value added tax (VAT) and identical to those in the Contractor's tender, which is annexed to and an integral part of this Framework Agreement.
All costs are included in the price. Value added tax shall be stated separately, as per the tender pro forma invoice. The prices in the tender shall cover all costs incurred by the Contractor in the course of providing the service.

The prices shall include:

- printing, materials (paper);
- the costs of packing and packaging;

- delivery to the Contracting Authority's address;
- all necessary services;
- customs and import customs clearance costs;
- any other costs.

Prices per unit shall be rounded to no more than four (4) decimal places.
The prices in the tender shall cover all costs that the Contractor will incur the course of performing the public contract.
The Contracting Authority shall not permit the selected Contractor to make additional charges.

The Contractor or the Contracting Authority may propose a change (an increase or decrease) to the prices with respect to any movement in the consumer price index according to figures for the past year from the Statistical Office of the Republic of Slovenia one (1) year from the day on which the services were initially provided or the day of the last change in prices. A proposal to change prices shall be sent at least sixty (60) days prior to the proposed date for the aforementioned change. On the basis of receipt of a proposed change in prices, the contracting parties shall, following **preliminary negotiations**, adjust the prices **by no more than the increase or decrease in the consumer price index according to figures for the past year from the Statistical Office of the Republic of Slovenia**. The contracting parties undertake to **carry out the price change** and confirm it by concluding an addendum to the agreement in which the date of validity of the new prices is also stated.

Article 5
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 supplier receives from the administrator of the Framework Agreement after the Framework Agreement has been concluded.

The parties have agreed that a discount of …… % shall be offered if early payment is made (….. days after receipt of the invoice). *(if there is an agreement on discount).*

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, Slovenia, no later than by the fifth (5th) day of the month for services provided in the previous month, or via the eNabiralnik service.
Instructions for the correct forwarding of e-invoices to Pošta Slovenije's e-location are published at Javna naročila-top | Pošta Slovenije (posta.si).

Article 6
Quality, acceptance of a service or forms, and complaints

The quality of a service must meet the standards and declared quality as set out in the technical specifications.

The Contracting Authority shall carry out quantitative acceptance immediately upon delivery and qualitative acceptance as soon as reasonably possible, whereby the contracting parties agree that the Contracting Authority shall be able to do this within three (3) working days of delivery. The Contracting Authority shall notify the Contractor of any deficiencies immediately upon noticing the defect.

In the event that inadequate or poor-quality forms or services are supplied that do not meet the requirements of the order and the agreed quality, the Contracting Authority shall reject them and demand that they be replaced by other forms or services. The contracting parties shall record rejections on the delivery note or in a record. The Contractor undertakes to rectify the deficiency without delay if possible, or per the agreement with the Contracting Authority, and in any case no later than two (2) business days from the day the written complaint is received. If the Contractor fails to rectify the deficiency by the agreed deadline, it shall be liable for any loss sustained by the Contracting Authority.

Article 7
Contractor's obligations

The Contractor undertakes to:

- perform the obligations under this Framework Agreement professionally and correctly in accordance with the applicable regulations and rules of the profession;
- appoint a contact person to ensure that orders are fulfilled in a professional and timely manner, and to resolve and coordinate any complaints the Contracting Authority may have;
- provide services and deliver forms in accordance with the Contracting Authority's requirements and conditions;
- protect all of the Contracting Authority's information and data as a trade secret even after the contractual relationship comes to an end.

Article 8
Contracting Authority's obligations

The Contracting Authority undertakes to sign a delivery note for each delivery and to settle its contractual obligations by the deadline.

Article 9
Contractual penalty

If the Contractor fails to meet its contractual obligations by the deadline stated in this Framework Agreement (*delayed fulfilment of an order*), it shall pay a contractual penalty amounting to two per cent (2%) of the value of the delayed order for each day of delay. A contractual penalty for delay shall be charged separately for each individual instance of delay.
The amount of a contractual penalty for a delay may not exceed ten (10) per cent of the value of the order that has been delayed.

The contracting parties expressly agree that, in the event of a delay in meeting its obligations, the supplier need not be specifically notified that the Contracting Authority reserves the right to charge a contractual penalty, and that the contractual penalty may be charged under the provisions of this Framework Agreement upon every instance of delay regardless of whether the specific right has been reserved.

If the Contractor fails to fulfil a specific order (*non-fulfilment of a specific order*), it undertakes to pay a contractual penalty of twenty (20) per cent of the value of the order it failed to fulfil. If the Contractor fails to fulfil a contractual obligation, the Contracting Authority shall notify it of whether it demands that the obligation be fulfilled or a contractual penalty paid.

If the Contractor fails to fulfil an obligation set out in this Framework Agreement (*non-fulfilment of the Framework Agreement*), it undertakes to pay a contractual penalty of twenty (20) per cent of the total value of the tender.

If the Contractor fails to fulfil its obligations under this Framework Agreement, the Contracting Authority shall notify it as to whether it demands that the obligations be fulfilled or a contractual penalty paid.

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

Article 10
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) they acquire pursuant to 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, or to send it to third parties except in the cases agreed below.

The Contractor undertakes to familiarise its workers, subcontractors and their workers, and other persons working on the Contractor's behalf with the requirements to protect confidential information, and to ensure that those requirements are adhered to by those persons. The Contractor shall be responsible for every instance of disclosure, use or misuse of confidential information by its workers, subcontractors and their workers, and other persons working on the Contractor's behalf.

The Contractor undertakes to:
a) carry out all activities necessary to ensure that confidential information remains confidential, and secure it from theft or
b) any unlawful appropriation;
c) use any information it receives solely for the purpose of performing this Framework Agreement;
d) return to the Contracting Authority or destroy all information acquired from the Contracting Authority in the course of performing this Framework Agreement, including any copies thereof, after the Framework Agreement expires;
e) protect confidential information in accordance with the applicable law 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 (for legal entities) their employees and statutory representatives, and the delivery of postal and logistics items; the (Contracting Authority's) pricing policy; business continuity plans; the ICT, advertising and business strategy; the risk management and internal control strategies; the product sales channels; the development plans for existing and new products; information on business processes; bylaws; financial position and transactions (unless the transactions are public under the law); document storage and ICT infrastructure locations, including locations at which confidential information is stored (unless the information is public); postal, logistics and ICT information (network, service and information systems, and databases and information in the Contracting Authority's databases), including information on and connected with information security; and source code and other information constituting, wholly or in part, intellectual property in software (programming records). The Contracting Authority shall also regard as confidential any information that is disclosed to the Contractor in the course of performing this Framework

Agreement and is necessary for the fulfilment of contractual obligations by the Contractor and not included in 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 which the Contractor informs it is confidential, paying due consideration to what is agreed in this article.

The contracting parties may only disclose confidential information to persons whose knowledge of it is required for performance of this Framework Agreement (auditors, lawyers, tax advisers, banks, regulatory authorities, etc.).

The Contracting Authority may disclose confidential information to its undertakings under the Companies Act (ZGD-1).

In all cases, the contracting party shall ensure that third parties are bound to protect confidentiality to at least the same extent as agreed in this Framework Agreement.

The Contracting Authority may publish the entire content of this Framework Agreement if so required by regulations.

The obligations set forth in this Framework Agreement shall not relate to confidential information that:
a) was lawfully acquired prior to being received from the counterparty;
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 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 Contractor expressly agrees that information related to this Framework Agreement and to it, including the personal data of its administrator of this Framework Agreement, may be used, stored and entered into databases and processed by computer for the requirements of the Contracting Authority's operations and those of its related undertakings under the ZGD-1, including the vetting of the Contractor as part of the Contracting Authority's supply chain management (ESG and information security), which the Contracting Authority may also carry out with the assistance of leased IT solutions or via a third party.

After this Framework Agreement expires, each contracting party shall, at the counterparty's written request, return or destroy all confidential information (unless it has become the Contracting Authority's property as a result of the performance of this Framework Agreement), including all copies, unless the law requires the information to be stored.
In the event of a breach of the obligation to protect confidential information, the party in breach shall be responsible for damages and the party not in breach may, if the breaches of the provisions of this article are substantial, withdraw from the Framework Agreement without a period of notice.

The obligation to protect confidential information shall apply for an indefinite period or until it is withdrawn.

Article 11
Personal data for business communications

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

This personal data shall remain subject to the administrative right held by the contracting party at which the persons are employed, while the other party may process and retain this data only as long as legally required with respect to the administration and retention of business documentation together with personal data. After the expiry of this time limit, the contracting parties undertake to anonymise the data in the documents or redact/erase it, except where it is permanently retained/archived.

Article 12
Grounds for withdrawal

The Contracting Authority shall have the right to withdraw from this Framework Agreement *without a period of notice* and with written notification if the Contractor fails to meet its contractual obligations on time and/or to a sufficient level of quality, if it delivers poor-quality products or if it breaches other contractual provisions in any other way. The Contracting Authority shall have the right to terminate the Framework Agreement if it is made aware that a competent national authority or court has found, by virtue of a final decision, that the Contractor has breached labour, environmental or social law. The Contracting Authority shall notify the Contractor of its withdrawal by means of a notice of withdrawal sent by registered delivery. Withdrawal from the Framework Agreement shall take effect on the day the written notice of withdrawal is received, unless the Contracting Authority specifies a later date of termination of the Framework Agreement. Should it not be possible to serve the notice of withdrawal on the Contractor, the Framework Agreement shall be deemed to be terminated as of the day the registered letter was posted at the post office. In this case, the Contractor shall not be entitled to compensation.

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

The Contracting Authority may withdraw from this Framework Agreement, at any time and *without being required to state a reason*, with a period of notice of two (2) months. The Contracting Authority shall notify the Contractor of its withdrawal by means of a notice of withdrawal sent by registered delivery. The period of notice shall start on the day after the notice of withdrawal is received. If the postal item containing the notice of withdrawal cannot be delivered to the Contractor for any reason, the Framework Agreement shall cease to be valid one (1) month after the day the postal item was posted at the post office. Should it withdraw from this Framework Agreement under this paragraph, the Contractor shall not be entitled to compensation or to any other claim.

Article 13
Anti-corruption clause

The contracting parties 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) or 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 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 is true, accurate, complete and free of deception. Each contracting party undertakes to notify the counterparty without delay if it discovers or has grounds for suspecting that corruption or fraud has occurred or might occur in connection with this 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 to them 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.

Final provisions
Framework Agreement administrator and contact persons

Article 14

The Contracting Authority's contact person for performance of the Framework Agreement and ordering is Nataša Štraus, Tel: +386 (0)2 449 2309, Email: natasa.straus@posta.si.

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

Article 15
Communication

All communications between the contracting parties shall be considered legally binding if executed in writing and sent by recorded or registered post. The contracting parties furthermore expressly agree that for communications with regard to individual orders and their completion, electronic communications using electronic messages by the responsible persons of the contracting parties or other authorised persons of the contracting parties shall also be considered legally binding. The message shall be deemed to be binding on the other contracting party from the day it is delivered to that party and accepted by that party, or from the day it was first received by electronic means. The contracting parties explicitly agree that electronic communications shall not be used to withdraw from the Framework Agreement, and that the parties shall send any notice of withdrawal by registered post.

Article 16
Entry permit

The Contractor 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 3 of this Framework Agreement shall be issued on the basis of the list of employees.

Article 17
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 deliveries under this Framework Agreement. It shall also be obliged and undertake to provide for the monitoring and supervision of its employees.
The supplier undertakes to comply with the provisions of the Contracting Authority's house and fire safety rules.

Article 18
Force majeure

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

Article 19
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 20

Responsibility in the supply chain and sustainability commitments

The Contracting Authority shall, within the scope of its business operations, act in accordance with its undertakings and activities in the area of sustainability (ESG) as set out in its website at: Sustainable development | Pošta Slovenije. Since the operations of partners within the supply chain and their impact on society and the environment are classed as part of the impact of the Contracting Authority's operations on society and the environment, the Contracting Authority expects of the Contractor that it shall endeavour to operate in such a way as to identify, prevent and minimise any 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 equal to those set forth in the Code of Conduct (this shall apply 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 that are at least equal 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 by the Contractor.

If the Contractor fails to eliminate the material negative impacts or breaches of the Code of Conduct despite agreement being reached on the action to be taken by the Contractor, 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 eliminate the breaches.

Article 21
Condition subsequent

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

- that a court has found in a final ruling that the Contractor or its subcontractor has failed to meet obligations in the area of labour, environmental or social law as laid down by the law of the European Union or national law, or regulations under international environmental, social and labour law (principles upon which a public contract is based);
- that during the performance of this Framework Agreement a fine has been imposed on the Contractor or a subcontractor on two or more occasions by virtue of one or more final decisions rendered by a competent state authority for a breach of provisions in connection with remuneration for work, working hours, rest periods, or the performance of contract-based work despite the existence of elements of an employment relationship, or in connection with undeclared work.

If the Contracting Authority learns of the breach or breaches referred to in the first paragraph of this article of the Framework Agreement, it shall notify the Contractor of this within ten (10) days and, at the same time, call upon it to submit evidence within fifteen (15) days that the Contractor has taken adequate measures to demonstrate its reliability despite the existence of the breach or breaches. If the breaches of obligations referred to in the first paragraph of this article of the Framework Agreement have been committed by a subcontractor, the Contractor may provide the Contracting Authority with the following by the same deadline of fifteen (15) days:

- 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 this Framework Agreement, in the event that the Supplier does not provide evidence for the subcontractor as referred to in the preceding indent of this paragraph of this article of the Framework Agreement or provides such evidence concerning the subcontractor but the Contracting Authority does not deem it to be sufficient.

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

If the condition subsequent referred to in the third paragraph of this article is met, the Framework Agreement shall be deemed null and void as of the date a new Framework Agreement on performance of the public contract is concluded. The Contracting Authority shall notify the Contractor of the date on which the new Framework Agreement is to be concluded. If the Contracting Authority fails to initiate a new procedure to award the public contract within sixty (60) days of learning of the breach or breaches referred to in the first paragraph of this article of the Framework Agreement, the Framework Agreement shall be deemed to be cancelled as of the sixtieth (60^{th}) day after the Contracting Authority learned of the breach or breaches.

Anything not expressly covered in this article of the Framework Agreement shall be subject to the provision of the Public Procurement Act regulating the condition subsequent in connection with the awarding of a public contract under this Framework Agreement.

Article 22
Management of conflicts of interest

The contracting parties declare that no circumstances have arisen in connection with this Framework Agreement that present or could present a conflict of interest as defined by law or by the internal rules applicable to one or other of the contracting parties. Each contracting party shall notify the counterparty without delay of any conflict of interest identified in the course of performing this 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 ensure from a conflict of interest, including by excluding persons found to be involved in a conflict of interest from all further procedures or by taking other action to ensure that such persons are unable to affect the performance of this 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 shall be responsible for taking action with regard to persons who act on its behalf and/or for its account. The counterparty shall be informed about the action taken. Should a contracting party be unable to carry out the necessary measures without the involvement of the counterparty, the 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
Clause on restrictive measures

Without prejudice to the other provisions of this Framework Agreement, a contracting party shall not be required to meet its obligations to the counterparty under this Framework Agreement and related agreements if meeting those obligations would constitute a breach of any trade or economic sanctions, prohibitions or restrictions adopted by international organisations or specific countries, particularly (but not limited to) the European Union, the Republic of Slovenia, the United Kingdom or the United States of America.

The contracting party that does not meet its obligations under this Framework Agreement because it is complying with the sanctions or restrictions referred to in the previous paragraph shall not be liable for loss that could be sustained by the counterparty or third parties as a result of non-fulfilment.

Each contracting party shall notify the counterparty without delay if any restrictive sanction, prohibition or restriction of operation referred to in the first paragraph of this article has been introduced against it, its controlling company or a subsidiary, its statutory representative, its business partner or its beneficial owner.

Each contracting party may, without liability for any loss sustained by the counterparty or third parties, withdraw from this 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 24

The Contracting Authority's tender dossier, the Contractor's tender submitted in the invitation to tender and on whose basis the Contractor was selected, and the law governing obligations shall be applied by analogy to issues not governed by this 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 25

This Framework Agreement shall be concluded once signed by both contracting parties, and shall be valid and apply from 1 January 2027 to 31 December 2028.

(in the final Framework Agreement, an article on how it is to be signed by the contracting parties shall be inserted)

(if signed using physical signatures)

This Framework Agreement shall be concluded on the day it is signed by both contracting parties, and shall be valid and apply from 1 January 2027 to 31 December 2028.

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

(if signed using qualified digital certificates)

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

An electronically signed file shall be the original Framework Agreement.

(to be completed by the tenderer)

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CONTRACTOR:	**CONTRACTING AUTHORITY:**
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