

TENDER DOCUMENTATION

Subject:

Award of a public contract according to the procedure for awarding low-value contracts

Independent measurement of transit times for priority and non-priority items of domestic correspondence for a period of three years

Contract number

0034/2021/0034/MVS/6

INVITATION TO TENDER

Pursuant to the Public Procurement Act (hereinafter: the ZJN-3), Pošta Slovenije d.o.o., of Slomškov trg 10, Maribor, invites tenderers to submit written tenders in accordance with the tender documentation for the award of a public contract following the low-value public contract procedure for the »**Independent measurement of transit times for priority and non-priority items of domestic correspondence for a period of three years**«.

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

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

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

Tenders shall be deemed to have been submitted on time if the contracting authority receives them via the e-JN system at <https://ejn.gov.si> **by 12:00 noon on 6 th of September 2021**. A tender is deemed to have been submitted if it is designated as "SUBMITTED" in the e-JN information system.

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

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

Insofar as a tenderer fails to submit a tender in accordance with the contracting authority's requirements stated in the tender documentation, the tender shall be rejected as inadmissible.

Access to the link for the submission of electronic tenders in this public procurement procedure is via <https://www.posta.si>.

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

INFORMATION REGARDING THE OPENING OF TENDERS

The opening of tenders shall take place automatically within the e-JN information system on 6.9.2021 and shall begin **at 12.01 pm** online at <https://ejn.gov.si/eJN2>.

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

Contracting authority's contact person: **Irena Klis Presker, tel. no. +386 2 449 2308.**

Yours faithfully,

Uroš Fonovič, MSc
Director
Procurement and Real Estate

1 GENERAL PROVISIONS OF THE CONTRACT

1.1 Method of performance of the contract

The contracting authority shall award a public contract titled " Independent measurement of transit times for priority and non-priority items of domestic correspondence for a period of three years " as a whole. Tenderers must tender for all the types of services contained in the tender (i.e. partial tenders are not permitted).

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

The tenderer shall be informed of the negotiations via the e-JN information system. The contracting authority shall announce the final round of negotiations

After the negotiations have been held, the contracting authority shall evaluate the tenders in accordance with the criteria defined in the tender documentation.

After the contract award procedure has been carried out, the contracting authority shall conclude an agreement with one contractor, i.e. the tenderer ranked highest according to the tender documentation criteria.

1.2 Communication with the contracting authority

The communication between the contracting authority and the tenderer shall be exclusively in writing. The name of the contact person of the contracting authority is provided in this invitation to tender.

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 tenderers

In the event of a submission of a joint tender, the grouping of tenderers 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 tenderers for the execution of the contract. In any case, tenderers shall have unlimited joint liability to the contracting

authority. Legal entities must state the names of the persons who shall be responsible for the execution of the contract.

1.5 Subcontracting/subcontractors

A tenderer may subcontract a portion of the public contract.

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

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

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

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

1.6 Variant tenders

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

1.7 Amendments, additions and clarifications to the tender documentation

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 documentation 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 documentation 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

If it is established that the information or documentation presented by the tenderers is incomplete or erroneous, or if individual documents are missing, the tenderers may submit the missing documents or supplement, correct or clarify the relevant information or documentation accordingly

in the period determined by the contracting authority. The contracting authority and the tenderer shall communicate via the e-JN electronic system. The submission of the missing document or the supplementation, correction or clarification of information or documentation may relate only to those elements of a tender which existed before the expiry of the deadline set for the submission of an application or tender and which can be objectively verified.

Tenderers may not amend or correct:

- their prices per unit (excluding VAT), the values of items (excluding VAT), the total value of the tender (excluding VAT), except when the total value is changed in accordance with the seventh paragraph of this article, and the tender in terms of its criteria;
- the part of the tender that concerns the technical specifications of the subject of the public contract;
- elements of the tender that either affect or could affect the different classification of their tenders relative to other tenders received by the contracting authority in the public contract procedure.

The contracting authority shall obtain the written consent of the tenderer when correcting miscalculations. Such corrections may not include amendments to the quantity and price per unit, excluding VAT. If it is established during the review and assessment of tenders that miscalculations have occurred on account of a mathematical operation that was incorrectly predetermined by the contracting authority, the contracting authority shall obtain the tenderer's written consent to correct the miscalculation and apply the correct mathematical operation to calculate the tender price, which takes prices per unit (excluding VAT) and quantities into account.

The contracting authority shall obtain the written consent of the tenderer to correct an erroneously listed VAT rate.

In the event that negotiations are held, the contracting authority shall identify any miscalculations in the last tender submitted.

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

Payment is due within 30 days after receipt of the invoice.

The contractor shall issue invoices monthly, at the end of each month of measurement of transit times. A description of the work and tasks carried out must be enclosed to each invoice, or a monthly report must be issued on the levels of quality achieved. Monthly reports shall be issued no later than the 15th day of the month following the month to which the measurements relate. Annual reports shall be issued no later than by the end of February.

The reference number of the concluded agreement must be stated on the invoice.

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

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

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

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

Invoices shall be issued and sent to the company address: Pošta Slovenije d.o.o., Slomškov trg 10, 2000 Maribor, no later than the 15th day of the month for deliveries performed in the previous month, or via the PoštAR app, for which the contractor must register beforehand.

1.11 Price

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

The tender price shall include a trial (test) period.

If a tender for the contract includes unusually low prices pursuant to Article 86 of the ZJN-3, the contracting authority shall, before rejecting such tenders, request a written explanation of all tender items that it considers relevant, and will verify them with respect to the explanation provided.

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

1.12 Criteria

The contracting authority will determine the **economically most favourable tender** using the criteria described below. The tenderer which receives the highest number of points on the basis of the criteria will be awarded the contract. The maximum total number of points is **100**.

C 1: Price (proportion of total assessment: 50%)

The maximum amount of the total assessment which can be represented by the criterion of price is 50 points. The tender with the lowest total tendered value will receive the highest number of points. The other tenders will receive a correspondingly lower number of points (calculated according to the following formula):

Formula for calculation of points:

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

Where:

- **P** is the number of points for the criterion of price
- **T_{min}** is the lowest tender
- **T(1..x)** is the value of an individual tender
- **P(max)** is the maximum number of points

C 2: References (proportion of total assessment: 50%)

The maximum amount of the total assessment which can be represented by the criterion of references is 50 points. Tenderers shall enclose to the tender references certified by a client that in the past five years they have already conducted measurements of transit times in accordance with standard EN 13850 in at least one EU Member State or non-Member State, whereby the services of measurement of transit times must be audited by an independent institution on the basis of requirements specified by national regulator and for more than one client (all additional references above one reference shall be awarded additional points).

- Tenderer has two (2) satisfactory references: 25 points
- Tenderer has three (3) or more satisfactory references: 50 points

1.13 Agreement

Tenderers shall **complete** the sample agreement, **sign it and enclose a scanned copy** to the Offer to tender, thus confirming that they consent to 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 documentation (e.g. consumer price index ...);
- additional construction or services;

- unforeseen circumstances;
- the replacement of the supplier/contractor;
- an immaterial change, regardless of the value.

1.14 Data protection

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

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

1.15 Suspension of the procedure

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

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

In no event shall the contracting authority be liable for any damages whatsoever in any way which tenderers may have due to the discontinuation of the procedure, rejection of all tenders, or which the successful tenderer may have if the 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 this 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 contract 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 shall 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 work 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 documentation for the award of a public contract following the low-value public contract procedure.

The current account number of the Ministry of Finance is 01100-1000358802.

When paying the fee, the approval reference number as per template 11 must always be cited.

1. Template 11

2. P1: budget spending unit code (16110 – Ministry of Finance)

3. P2: sub-account number with check number (7111290)

4. P3: publication serial number from the standard information portal or reference number of the account or other document from the public contract dossier (6 digits + 2 digits for the year)

A hyphen shall be inserted between P1 and P2 and between P2 and P3.

2 SELECTION CRITERIA (PARTICIPATION CONDITIONS)

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 its own statement/declaration that demonstrates the fulfilment of the following conditions:

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

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 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,

provided five years has not elapsed from the imposition of this final judgment (unless a different period was specified in the judgment itself).

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

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

C 2 On the day on which the deadline for submitting tenders expires, the tenderer is not placed on the list of tenderers with negative references referred to in Article 75 of the ZJN-3. The contracting authority shall exclude any tender from the procedure if the tenderer concerned features on the list of business entities with negative references on the day of the deadline for the submission of tenders.

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

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

C 3 Ability to perform a professional activity: the tenderer must be registered in the professional and trade registers that are kept in the member state in which the business authority is registered (registered office). The list of the professional and trade registers in the EU's member states is presented in Annex XI to Directive 2014/24/EU.

In the event of a joint tender, each of the partners must meet the criterion in the scope of the contract for which they are responsible.

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

C 4 The contracting authority shall exclude a tenderer from the public contract procedure if:

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

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

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

- C 5** Tenderers **must not have had their accounts blocked** during the past six months of operation (this criterion applies to all of the tenderer's accounts).
In the event of a joint tender, each of the partners must meet this criterion;

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

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

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

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

- C 7** If the tenderer offers to implement the contract with subcontractor(s), it must present the documentation in accordance with section 1.5 of the tender documentation (a "Declarations" form is required for each subcontractor).

The contracting authority shall reject a subcontractor if any of the grounds for exclusion exist, in accordance with conditions C 1, C 2, C 3 or C 4.

SPECIAL CONDITIONS

- C 8** Technical capacity: tenderer must meet all of the requirements set out in Chapter 4 of the tender documents, for which it shall submit its own statement.

- C 9** References: Tenderer must submit at least one reference, certified by the contracting authority for which it has conducted the measurements, that in the past five years they have conducted measurements of transit times in accordance with standard EN 13850 in at least one EU Member State or non-EU countries under the condition that the measurements conducted in non-EU countries are audited by an independent institution and conform in their entirety to the rules set out in standard EN 13850. When a tenderer submits a reference from a non-EU country, they must enclose to the reference a separate statement from an auditor confirming that the measurements from the reference were carried out according to the rules of standard EN 13850. Audits may be carried out by suitably qualified institutions which are independent of the tenderer/contractor and the postal operator.

- C 10** The tenderer may not be a provider of postal services or interchangeable postal services, nor may it be directly or indirectly associated with providers of postal services or interchangeable postal services, for which it shall submit a declaration.

3 INSTRUCTIONS FOR COMPILING THE TENDER

The tender shall be composed such that tenderers fill in the required data in the forms which are an integral part of the tender documentation, or of the individual parts thereof. Tenders must be submitted on the forms from the annexes to the tender documentation, or on forms produced by the tenderer that are identical in content and form.

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

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

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

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

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

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

3.1 Notification of the contract award decision

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

4 SUBJECT OF THE CONTRACT – TECHNICAL SPECIFICATIONS

4.1 Subject of the contract:

1. The subject of the public procurement contract is the selection of an independent contractor for measuring transit times for priority and non-priority letter items of domestic correspondence for a period of three years (from 1 Jan. 2022 to 31 Dec. 2024), with a trial period from 1 Nov. 2021 to 31 Dec. 2021.

The measurement for priority letter items shall be performed by an independent contractor in accordance with the SIST EN 13850:2013 standard – Postal Services – Quality of Services – Measurement of the transit time of end-to-end services for single piece priority mail and first class mail i.e. EN 13850:2012

The measurement for non-priority letter items shall be performed by an independent contractor in accordance with the SIST EN 14508:2016 standard – Postal services - Quality of service - Measurement of the transit time of end-to-end services for single piece non-priority mail and second class mail i.e. EN 14508:2016 (hereinafter: the Quality Standard).

Measurement shall be performed by an independent contractor who is not associated with or owned by the contracting authority. The independent external measurement contractor may not be a provider of postal services or interchangeable postal services, nor may it be directly or indirectly associated with providers of postal services or interchangeable postal services in the Republic of Slovenia.

The independent contractor shall perform measurement in accordance with the requirements of stated standards and in accordance with the provisions of this public contract. Special emphasis during measurement shall be placed on the careful study of the actual delivery of letters and accurate calculations. Measurement results shall be expressed in terms of the percentage of items delivered in D + n days.

Measured flows of actual mail shall serve as the basis for the development of the model. The basis shall include the entire system of existing actual flows of items of correspondence in the area of analysis, i.e. the territory of the Republic of Slovenia (standard basis for model). The basis for the model shall be provided by the contracting authority ordering the measurements, which has carried out an analysis of actual mail and flow measurements. The integrity of the measurements must be guaranteed unconditionally. The measurement contractor must provide a selection of senders and recipients (hereinafter: panellists) that are independent of the postal operator. Persons who could affect the measurement results may not participate. The group of panellist senders and recipients must be independent of postal operators and must act in accordance with the ICC/ESOMAR International Code on Market and Social Research and its addenda.

The postal operator may not know the exact location of the entry points of a test letter into the postal network or the exact location of the delivery points. As set out in the information annex of the Quality Standard owing to the danger of disclosure of the identity of a panellist the report may not contain the entire postal code, but the last number in the postal code shall be replaced with an "X" so that

the name of the post office is not disclosed. Example: the 2311 Hoče post office shall be recorded as 231X, which includes the following post offices:

- 2310 Slovenska Bistrica (231X),
- 2311 Hoče (231X),
- 2312 Orehova vas (231X),
- 2313 Fram (231X),
- 2314 Zgornja Polskava (231X),
- 2315 Šmartno na Pohorju (231X),
- 2316 Zg. Ložnica (231X),
- 2317 Oplotnica (231X),
- 2318 Laporje (231X),
- 2319 Poljčane (231X).

Test letters must contain electronic chips (transponders) and may not be dissimilar in their external appearance and feel from other letters in postal transit.

- **Minimum sample size**

With respect to standard for the quality of services SIST EN 13850:2013, Pošta Slovenije ranks in category 3, "Small amounts of mail". The total annual amount of actual mail is between 1.5 million and 200 million postal items.

The successful delivery rate has not fallen below 95% in the last five years. Tenders shall include a developed model of measurement of quality with a sufficiently large sample size, number of test letters and panellists.

The model must include 3,500 priority test letters and 3,700 non-priority test letters, which corresponds to the quality of over 90%.

- **Unbiased sampling plan**

The measurement system excludes placement into PO boxes and must neutralise side effects which could appear in the mail rooms of large companies.

- **Report**

The measurement system must provide monthly results for D + 1, D + 2 and D + 3 for priority letter items and D + 3 for non-priority letter items and the same monthly cumulative results for the current month for both types of letter items. The results shall be presented in monthly reports, and the total annual result in the annual report.

- **Defining the time frame of the measurement period**

The measurement period shall comprise one calendar year and shall be divided into twelve calendar months. All of the test letters delivered in an individual month/year shall be taken into account. Letters posted at the end of a measurement period and are not delivered in the same period shall be accounted in the following measurement period. Measurement periods shall be based on letters delivered in the time period.

2. CRITERIA WHICH MUST BE TAKEN ACCOUNT OF BY THE INDEPENDENT CONTRACTOR

2.1 DIFFERENTIATING CHARACTERISTICS OF MAIL

1) Characteristics of mail relating to the entry point into the postal network and the delivery point

- **Type of geographical area:** (I) urban or (II) rural. The area type is specified in greater detail in the list of postal codes.

Definition of urban area: usually more than 20,000 inhabitants (the number of inhabitants in an individual town with suburbs, which can include a large number of post offices, which cover the area of the postal code characteristic for the business units (BU) and which ends in X000). The exact extent of an urban area is defined by postal codes.

Definition of non-urban (rural) area: usually less than 20,000 inhabitants (the number of inhabitants in a town, which can include a large number of post offices).

URBAN AREAS (post offices):

- **Celje** – includes post offices in the 3000 Celje area:
 - 3101 Celje
 - 3102 Celje
 - 3103 Celje
 - 3104 Celje
 - 3105 Celje
 - 3106 Celje
- **Koper** – includes post offices in the 6000 Koper area:
 - 6101 Koper
 - 6103 Koper
 - 6104 Koper
 - 6105 Koper
- **Kranj** – includes post offices in the 4000 Kranj area:
 - 4101 Kranj
 - 4103 Kranj
 - 4104 Kranj
 - 4105 Kranj
 - 4106 Kranj
- **Ljubljana** – includes post offices in the
 - 1000 Ljubljana area:
 - 1101 Ljubljana
 - 1102 Ljubljana
 - 1106 Ljubljana
 - 1107 Ljubljana
 - 1108 Ljubljana
 - 1110 Ljubljana
 - 1111 Ljubljana
 - 1112 Ljubljana
 - 1113 Ljubljana
 - 1115 Ljubljana
 - 1116 Ljubljana

- 1117 Ljubljana
- 1118 Ljubljana
- 1119 Ljubljana
- 1120 Ljubljana
- 1122 Ljubljana
- 1125 Ljubljana
- 1129 Ljubljana
- 1130 Ljubljana
- 1131 Ljubljana
- 1132 Ljubljana
- And suburban post offices:
 - 1133 Ljubljana
 - 1231 Ljubljana-Črnuče
 - 1260 Ljubljana-Polje
- **Maribor** – includes post offices in the 2000 Maribor area:
 - 2101 Maribor
 - 2102 Maribor
 - 2103 Maribor
 - 2104 Maribor
 - 2105 Maribor
 - 2106 Maribor
 - 2107 Maribor
 - 2109 Maribor
 - 2111 Maribor
 - 2112 Maribor
 - 2113 Maribor
 - 2114 Maribor
 - 2116 Maribor
 - 2117 Maribor
- **Nova Gorica** – includes post offices in the 5000 Nova Gorica area:
 - 5101 Nova Gorica
 - 5102 Nova Gorica
- **Novo Mesto** – includes post offices in the 8000 Novo Mesto area:
 - 8101 Novo Mesto
 - 8102 Novo Mesto
 - 8104 Novo Mesto
 - 8105 Novo Mesto
- **Murska Sobota** – includes post offices in the 9000 Murska Sobota area:
 - 9101 Murska Sobota
 - 9102 Murska Sobota
 - 9103 Murska Sobota

NON-URBAN AREAS: all other post offices in Slovenia.

- **Type of payment:** (I) by postage stamps or (II) machine franking and others not franked with postage stamps (mail marked "Postage Paid" primarily includes bulk mail, which is not included in the measurements). This differentiating characteristic of mail is not taken into account, or only

test letters are created, on which postage paid is indicated by postage stamps or which are machine franked.

- **Type of entry into postal network:** (I) post boxes (including those in front of or mounted on post office buildings), (II) postal counters (including mail posted at the PLCs (postal logistics centres) and mail posted in post boxes at post offices).

For this criterion it has to be considered that **76%** of mail is accepted at post offices (at postal counters), and **24%** of mail in post boxes (letterboxes, mailboxes). The test mail sample must be adjusted to this fact. For mail posted in post boxes in front of or mounted on post office buildings special differentiating characteristics of mail shall be taken into consideration as those post boxes are emptied by a different staff.

- **Time of posting:** this differentiating characteristic of mail is not taken into consideration. This means that data on time of posting is recorded only as an attribute for monitoring and validation of mail items.
- **Type of delivery:** Only delivery to address is taken into consideration (legal obligation of addressee to have a letter box installed by the entrance). Users of PO boxes are excluded, delivery to addressee's premises is included among contractual services or under the addressee's legal obligation to have a letter box installed by the entrance. Therefore this differentiating characteristic of mail is not taken into consideration, only mail delivered to addresses is taken into consideration. The Quality Standard allows that for an unbiased sample plan, PO boxes may be excluded from the measurement system, as it is not possible to monitor the regularity of delivery of mail to PO boxes.

Pursuant to this criterion it is necessary to adhere to the requirement that each panellist must have a letter box in accordance with the Postal Services Act. Panellists may not have delivery via a free-standing letter box, nor may they be users of PO boxes (users of PO boxes may participate as panellists only in sending test letters, but may not be the addressees of test letters).

All panellists in the role of addressees must have letter boxes equipped with electronic devices for automatic capture of data on the date and time of delivery of the test letter using transponders.

2) Characteristics of mail which relate only to test letters

- **Formats:** (I) standard letter (C6 and DL) and (II) ordinary letter (B5 and C4).

The use of formats is considered in proportions in the same way as the criterion of proportions of mail according to weight class, namely:

- standard letter (C6 and DL) in domestic mail service – 82% of letters
- ordinary letter (C5 and C4) up to 50g in domestic mail service – 18% of letters

Ordinary test letters may weigh up to 50 g and must be rectangular in shape. The rectangular shape must conform to the criteria according to the given formats.

Standard test letters may weigh up to 20 g and have a precisely defined size and shape, and a space for the recipient's address. They may be posted in rectangular, opaque envelopes, which may have transparent windows through which the recipient's address can be seen.

A standard letter may not contain protruding or hard objects. Special criteria regarding addressing also apply to standard letters. Special requirements for standard letters are necessary because of machine sorting. Owing to the above, the postage for a standard letter is lower than that for an ordinary letter of the same size.

Size and weight of a standard letter:

- maximum thickness: 5 mm,
- maximum weight: 20 g.

The recipient's address must appear on the right side of the front side of the letter, parallel to the long edge, inside a rectangular space (address area) that must be positioned:

- at least 40 mm from the upper edge of the envelope,
- at least 15 mm from the right edge,
- at least 15 mm from the lower edge,
- at most 140 mm from the right towards the left edge.

The transparent window may not have a coloured edge and must be made of a material that allows the address to be clearly legible.

Size of window for standard letter:

- minimum: 30 x 85 mm,
- maximum: 45 x 90 mm.

Position of window for standard letter:

- at least 40 mm from the upper edge of the envelope,
- at least 15 mm from the right edge,
- at least 15 mm from the left edge,
- at least 15 mm from the lower edge.

Letters may not be sealed using a stapler or other means that could damage other postal items and equipment. The address on a standard letter must be printed correctly and legibly, otherwise it shall be considered an ordinary letter.

- **Weight classes:** standard letter (I) up to 20 g and ordinary letter (II) up to 50 g.

Proportions that have to be taken into account when determining the test sample:

- standard letter in domestic mail service – 82% of letters
- ordinary letter up to 50 g in domestic mail service – 18% of letters

- **Addressing:** (I) handwritten and (II) machine printed.

For this criterion the distribution to be taken into account is 40% handwritten addresses and 60% machine printed addresses.

- **Day of entry into postal network:** (I) Monday, (II) Tuesday, (III) Wednesday, (IV) Thursday, (V) Friday

The following values shall be taken into account for proportions of volume flows during the week by day from Monday to Friday, and represent the actual proportions of mail flows.

Monday	21%
Tuesday	22%
wednesday	19%
Thursday	18%
Friday	20%
Total	100%

2.2 GEOGRAPHIC STRATIFICATION CHARACTERISTICS

1) Flows

From the geographic perspective, individual letters are determined by variables between the point of entry into the postal network and between the point of delivery. Each point separately represents a particular pick-up area (district) and a particular delivery area (district). Both points together represent a particular distance and complexity of the geographical postal logistics between them – flow. Slovenia has eight main entry areas and the same number of delivery areas, which are further divided into urban and rural areas.

The following were measured as a basis for the model:

- number of letters between areas in an individual geographic zone and areas in another geographic zone (also according to the criterion of urban and non-urban);
- number of letters between local areas (urban and non-urban) – a local area is a delivery area within an individual geographic zone;
- percentages of letters between individual areas (also according to the criterion of urban and non-urban).

2) Distance: flow via hubs – one or both PLCs

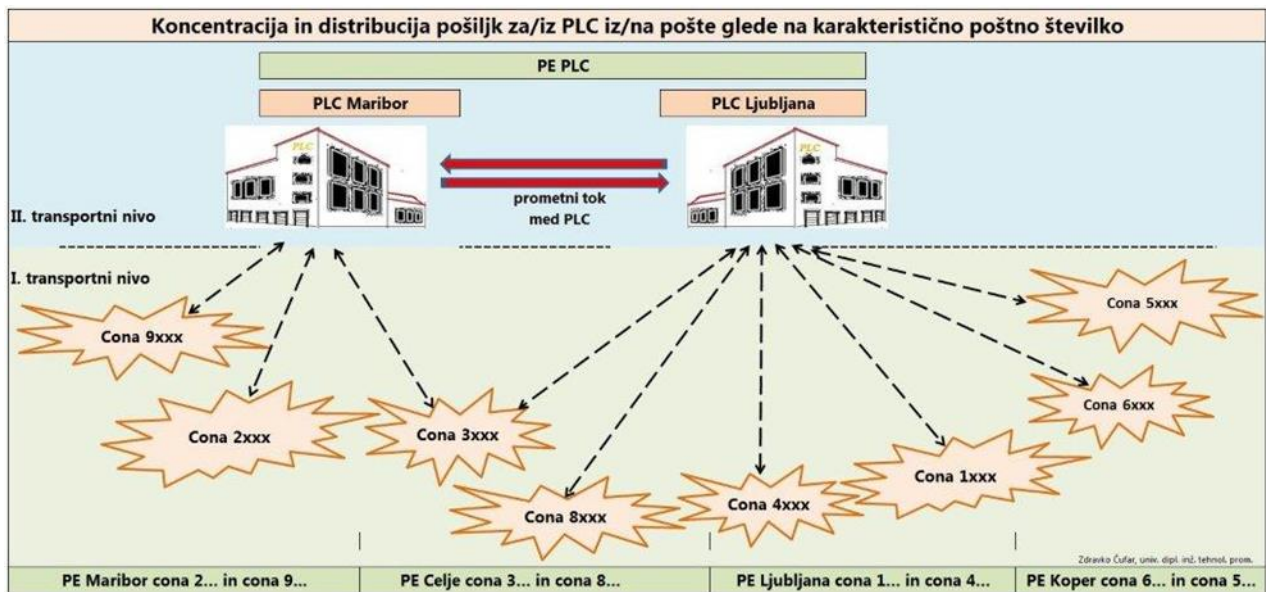
Stratification according to the geographic characteristics of a post office must reflect the possible logistical differences in transit between different pick-up and delivery areas and transit distances. The geographic stratification is therefore based on the postal logistics structure in the area of analysis and is divided into (I) logistics chains which end at one of the PLCs, and (II) logistics chains which run through both PLCs.

Detailed overview of areas with respect to distance:

- Distance I:
 - inside the traffic area of the Ljubljana PLC between post offices in the zone
 - 1 ___ Ljubljana
 - 4 ___ Kranj
 - 5 ___ Nova Gorica
 - 6 ___ Koper
 - 8 ___ Novo Mesto
 - inside the traffic area of the Maribor PLC between post offices in the zone
 - 2 ___ Maribor

- 3 ___ Celje
 - 9 ___ Murska Sobota
- Distance II:
 - between post offices in zones inside the traffic areas of one PLC and post offices in zones inside the traffic areas of the other PLC.

Figure 1: Graphic presentation of postal logistics structure and connections between zones



3) Map districts

For entry into the postal network and delivery, pursuant to the provisions of the Quality Standard the area of analysis is divided into at least three mutually exclusive **map districts**. These districts must be determined on the basis of the postal operator's logistical structure, and must provide complete geographic coverage of the area of analysis. The areas of the postal codes can be used as a tool for determining the postal districts.

The Quality Standard indicates a connection between the fluctuation of the panellists and accuracy. The indicators of the timeliness of delivery of the test letters sent by the same panellist, i.e. test letters sent from a small geographical area, can be in mutual correlation, which reduces the measurement accuracy. From this it follows that the above can be overcome if the geographical area is divided into several map districts or zones which must be covered by panellists and through which increased dispersal is achieved.

2.3 OTHER PROVISIONS OF THE STANDARD

The rule for calculating transit times (for priority items) from enclosure B to the Quality Standard takes account of what is set out in Table B.1 – Collection and delivery from Monday to Friday.

Figure 2: Collection and delivery from Monday to Friday

Razpredelnica B.1 - Sprejem ponedeljek-petek / dostava ponedeljek-petek											
Prvi delovni teden					Dela prosti dan*		Drugi delovni teden				
dan 1	dan 2	dan 3	dan 4	dan 5	dan 6	dan 7	dan 1	dan 2	dan 3	dan 4	dan 5
D	D+1	D+2	D+3	D+4			D+5	D+6	D+7	D+8	D+9
	D	D+1	D+2	D+3			D+4	D+5	D+6	D+7	D+8
		D	D+1	D+2			D+3	D+4	D+5	D+6	D+7
			D	D+1			D+2	D+3	D+4	D+5	D+6
				D			D+1	D+2	D+3	D+4	D+5
					D		D+1	D+1	D+2	D+3	D+4
						D	D+1	D+1	D+2	D+3	D+4

D - datum vstopa v poštno omrežje
 *Pošta, oddana na dela proste dni, se obravnava kot pošta, oddana na naslednji delovni dan.

The **independent measuring contractor's report** issued for the preceding month must also contain the cumulative values of the measurements for the current year.

The following are **excluded from the measurements**:

- mail for users of PO boxes,
- mail addressed to *poste restante* or for which the user has arranged the addressee's order for mail to be kept at the post office as *poste restante*,
- incorrectly addressed mail.
- mail to be redirected (addressee's mail forwarding order).

Other assumptions and criteria

- transit times shall not include Saturdays, Sundays, holidays and other non-working days in the Republic of Slovenia;
- in the event of *force majeure* or in conditions which are dangerous for the deliverer (Article 5 of the Postal Services Act), this period and the measurements are excluded, and each such exclusion must be stated in the report;
- national specificities regulated by special acts issued by the national regulator which govern temporary exemptions and disruptions to transit and delivery shall be taken into account;
- hybrid mail items and bulk mail are not included in the analyses and measurements;
- data on bulk mail items from large customers and on hybrid mail items on which the pick-up date is not stated are not included in the analyses and measurements;
- the contractor must replace participants in the measurement in accordance with the provisions of the Quality Standard, and if necessary more frequently, if irregularities are found on their part.

National specificities

The EN 13850 standard in the introductory section on the regulatory basis takes into account local/regional/national specificities and experiences gained through its implementation, in order to establish a more generic method of satisfying regulatory requirements.

The General Act on Exemptions from the Provision of the Universal Postal Service (Off. Gaz. RS No. 22/2010), issued by the national regulator (the "Agency") is based on the fourth paragraph of Article

5 of the Postal Services Act (Off. Gaz. RS No. 51/2009). The content sets out the exemptions to the provision of the universal postal service and the conditions for withdrawal from the provision of the universal postal service, which means withdrawal from delivery to households due to (1) difficult access to addressee or (2) concern for the health and safety of the letter carrier. The provider must notify the Agency of all temporary exemptions in writing pursuant to the provisions of the General Act.

Temporary exemptions in delivery in the event of difficult access to an addressee include if a public road or route to the addressee is temporarily impassable (under construction or damaged), if there are temporary physical obstacles that prevent access to the letterbox or addressee, or if the weather conditions and other hydrometeorological and geophysical natural disasters do not allow handover and delivery (force majeure).

Temporary exemptions to handover and delivery relating to concern for the health and safety of the letter carrier shall be determined in the event of dangerous animals, violent conduct towards the letter carrier or temporary dangerous physical obstacles to access to the letterbox or addressee.

Temporary exemptions to handover and delivery relating to the health and safety of the letter carrier may also be determined in the event of a temporarily impassable public road or route due to snow or ice on the road surface, flooded roads, fire or the consequences thereof and other similar reasons which neither the user of postal services nor the provider of the universal postal service can influence, but which constitute a danger to the letter carrier.

The provider of the universal postal service must notify the Agency of temporary exemptions to handover and delivery in writing as soon as possible. The General Act stipulates that the provider of the universal postal service is obliged to send data on all exemptions in delivery to the Agency once a month, as follows:

- postal address of the exemption,
- type of exemption,
- reason for the exemption,
- method of handover and delivery in the event of exemptions,
- date of beginning and end of exemption.

The Agency may carry out field inspections in connection with the data, but it is not envisaged that the Agency will give approvals to the data.

In connection with the national act on exemptions, all events reported to the Agency by the provider of the universal postal service shall be deemed force majeure in the measurement period. If the Agency does not challenge the reported events, they shall be deemed to be confirmed force majeure events during the measurement period.

3. THE POSTAL CODE SYSTEM IN SLOVENIA

Postal codes comprise four numbers (places). The first (main) number indicates the geographical zone, and the remaining three the specific post office. Various combinations of numbers from the second to fourth places are used to indicate post offices and PO boxes.

The first number indicates the zone, which is part of the business unit (BU):

- 1 ___ area of the Ljubljana business unit
- 2 ___ area of the Maribor business unit
- 3 ___ area of the Celje business unit
- 4 ___ area of the Ljubljana business unit
- 5 ___ area of the Koper business unit
- 6 ___ area of the Koper business unit
- 8 ___ area of the Celje business unit
- 9 ___ area of the Maribor business unit

The following post offices are exceptions:

- 1433 Radeče (part of the Celje BU)
- 1432 Zidani Most (part of the Celje BU)
- 1434 Loka pri Zidanem Mostu (part of the Celje BU)

In the larger towns the postal code for delivery is indicated by _000 after the main number (for example: Ljubljana, Maribor, Celje ...), and PO boxes by _001 after the main number.

The postal logistics centres have the number combination _002 following the main number (1002 Ljubljana in 2002 Maribor).

The **postal network** as at 31 December 2020 included a total of 487 postal units:

- 317 post offices (of which 180 delivery post offices, 22 logistical post offices, 4 transshipment post offices, 4 posting post offices, 112 postal items pick up post offices),
- 143 contractual post offices,
- 26 mobile post offices,
- 2 postal logistics centres.

Post offices are divided among business units in the following proportions:

Business unit	No. of postal units
Ljubljana	150
Maribor	138
Celje	121
Koper	78
Skupaj pošt	487

4. TECHNICAL FEATURES

The Quality Standard allows for the use of test letters containing electronic or other advanced technology through which it is possible to trace every test letter at previously defined points or throughout the entire route, and this allows detailed diagnostic analysis of transit times.

In order to eliminate any bias from the research caused by the panellists, we plan to introduce technical recording of the actual date and time of posting and receipt. The use of electronic devices makes it possible to record the actual time of posting and the actual time of receipt at the panellist's address, through which any doubt about the panellist's ability to record the correct date and time of the events is eliminated. All participants in the measurement (panellists) who are also addressees must have suitable letter boxes installed in accordance with the law (Article 43 of the Postal Services Act).

The transponder system must be compatible with the technology and use the existing diagnostic equipment installed in Pošta Slovenije's postal network (Technology: Lyngsoe Systems, AMQM System - Automatic Mail Quality Measurement System). The devices must be installed no later than the beginning of the last month of the test period.

The organisation that manages the measurement system (Lyngsoe Systems) must carry out all measures to ensure that the diagnostic system:

- does not introduce bias into the results of the EtE transit times,
- cannot be detected at any distribution phase, and
- does not disturb the automated distribution processes.

Transponders

All test letters must contain transponders that facilitate the recording of data regarding the delivery of the letter. **Passive transponders** shall be used, and must be compatible with the existing systems and devices installed in the contracting authority's postal network, particularly at the inputs and outputs to the postal logistics centres. The number of transponders must facilitate the delivery of the planned number of valid test letters per month or year. The measurement contractor (independent contractor) shall supply and code the transponders.

The measurement contractor shall prepare and use the transponders in accordance with a subsequent agreement with the contracting authority (content of text on a transponder in the event of loss). A transponder shall be placed in a test letter and shall facilitate the tracking of that letter using the diagnostics in Pošta Slovenije's existing system. A letter equipped with a transponder shall be designed in such a way that it cannot be identified as a test letter during transport (without the sender's address and similar attributes that might reveal the methodology of test letters).

Other requirements

- The tenderer shall perform preliminary test measurements lasting two months, pursuant to an agreement with the contracting authority, which must be completed no later than 31 Dec. 2021.
- The average number of panellists/month must be included in the tender.
- Panellists must be suitable natural or legal persons that are qualified to implement the task of sending and accepting test letters and recording the data.
- Panellists must be given instructions in the Slovenian language. The measuring contractor shall submit a sample of the instructions to the contracting authority before the beginning of

measurement, in order to verify that they conform to the standard and to the terms and conditions of the tender.

- RFID data will be sent to the measuring contractor by the contracting authority free of charge on the weekly basis or the measuring contractor obtains the data by itself at its own expense.
- The measurement results must be sent to the contracting authority no later than the 15th day of the month for the preceding month.
- A price list, stamps and "Priority" labels for sending priority and non-priority letters within the territory of the Republic of Slovenia shall be supplied to the measuring contractor by the contracting authority. Stamps shall be provided for a period of three months on the basis of an order placed in advance by the measuring contractor.
- The differentiating characteristics set out in this document may be amended before the beginning of measurement or at the beginning of a new calendar year, which the contracting authority shall report no less than 30 days before the beginning of the new period.
- The sample size of priority and non-priority test letters set out in this document may be amended before the beginning of measurement or at the beginning of a new calendar year, which the contracting authority shall report no less than 30 days before the beginning of the new period.

5. CONTENT OF MONTHLY AND ANNUAL REPORTS

Monthly reports must contain all measured parameters and at least all RFID data from the diagnostic antennas for all letters delivered in arrears (letters delivered in arrears are letters whose transit times exceeded the delivery deadline of D + 1 for priority letters and D + 3 for non-priority letters).

Monthly and annual reports on services of measuring the quality of the delivery of the items of correspondence must include at least the following data:

Pick-up data (input into system)

- Identification no. of mail item (letter ID) – sequential no. of mail item
- Letter posted: at post office, in post box (additional attribute if post boxes are installed in front of or mounted on post office buildings)
- Sender ID
- Zone from which letter was dispatched
- Dispatch area: urban/rural
- Part of the postal code of the receiving post office _ _ _ X
- The day on which the panellist was scheduled to send the letter
- The day on which the panellist actually sent the letter
- The time at which the letter was posted
- The date on which the letter was postmarked (data from envelope)
- A stamp indicating that the letter was not postmarked or a stamp indicating that the date on the stamp is illegible.

Data on movement and delivery of letter

- Date of delivery of letter
- Recipient ID
- Zone in which the letter was delivered
- Delivery area: urban/rural

- Part of the postal code of the destination post office ___ X
- Transponder number
- Location of reader (Maribor PLC, Ljubljana PLC)
- Reader number (and diagnostic antenna number)
- Date of registration and exact time of registration (chronological for each letter)
- Letter format
- Date of delivery and exact time of delivery (device for data capture in letterbox)
- Special designation if the device for data capture in letter box did not detect the item
- Calculated transit time D+n.

Analysis

- Table of origin of letters by zone and daily volume (D+1, D+2, D+3, D+4, etc.)
- Table of delivery of letters by zone and daily volume (D+1, D+2, D+3, D+4, etc.)
- Separate presentation of flow of letters via first distance (via one postal logistics centre, separately for Ljubljana PLC and Maribor PLC)
- Separate presentation of flow of letters via second distance (when a letter flows through both PLCs)
- Table of volume (by piece and by percentage) with respect to PLC of origin and PLC of delivery
- Table of amounts of letters generated and valid letters (by BU separately for input and output)
- Number of panellists by zone

The **annual report** must include the cumulative values of all of the above parameters.

4.2 Location, method and times for execution of the contract

- **Validity and duration of the Agreement:** The Agreement with the selected tenderer will be concluded for the period of three years (from 1 January 2022 to 31 December 2024) with a trial period from 1 November 2021 to 31 December 2021.
- **Deadlines:** Monthly reports shall be issued no later than the 15th day of the month following the month to which the measurements relate. Annual reports shall be issued no later than the end of February.
Measurement period: The one-year measurement period will be based on the calendar year.
- **The contracting authority's contact person for the execution of the contract is:**
Petko Čakrevski, Technology, Network and Logistics.

The tenderer shall submit the "Offer to tender" form in the "Quote" section.

Form

OFFER TO TENDER
Tender Submission Form

On the basis of a call for tenders for the award of a contract for the "Independent measurement of transit times for priority and non-priority items of domestic correspondence for a period of three years" according to the procedure for awarding low-value contracts, we hereby submit our tender bid as follows:

1. TENDERER DETAILS

TENDERER'S (COMPANY) NAME _____

ADDRESS _____

PHONE _____

VAT IDENTIFICATION NUMBER _____

COMPANY ID NUMBER _____

BANK ACCOUNT NUMBER _____

PERSON AUTHORIZED TO SIGN
THE CONTRACT _____

AUTHORIZED REPRESENTATIVE OF
THE TENDER _____

Place and date:

Tenderer:

Signature and company seal:

The tenderer shall submit the Tender Quote form in the "Quote" section.

Form

2. TENDER PRO-FORMA INVOICE

No	Service	Unit	Monthly value in EUR (net of VAT)	Value of tender for three years including trial period in EUR (net of VAT)
1	2	3	4	5
1.	Independent measurement of transit times for priority and non-priority items of domestic correspondence	comp.		

TOTAL TENDER PRICE:

total price: EUR (excluding VAT)

+

value added tax: EUR.....

Tender price incl. VAT: EUR

2.1 The tender shall be valid until at least 30 November 2021.

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

In/at:

Tenderer:

Signature:

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

Form

DECLARATIONS/STATEMENTS OF ACCEPTANCE AND FULFILMENT OF CONDITIONS SET OUT IN TENDER DOCUMENTATION

Name of tenderer _____

Address _____

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 documentation available;
3.	that the information provided in the tender documents is true and the photocopies of the documents submitted correspond to their originals;
4.	that we accept full liability for the information provided, its veracity, and the accuracy of the photocopies;
5.	that we fully agree with the contracting authority's terms and conditions of the tender;
6.	that we will implement the contract professionally and correctly in accordance with the applicable regulations and rules of the profession;
7.	that we will appoint a contact person who will ensure the professional and timely implementation of the contract and resolve and coordinate the contracting authority's complaints;
8.	that we will protect all of the contracting authority's data as a trade secret even after the expiration of this contract;
9.	that we have sufficient technical capacities;
10.	that we have the technical and staff capacity to perform the public contract;
11.	that the services offered conform fully to the technical requirements of the contracting authority;
12.	that neither we as a legal entity, the members of our management, governance or supervisory bodies nor any person granted the authority to represent us, make decisions or oversee operations have been finally convicted of a criminal offence set out in the first paragraph of Article 75 of the ZJN-3 (condition C 1 of this tender documentation);
13.	that we have not been placed on the list of tenderers with negative references that is managed by the Ministry of Public Administration of the Republic of Slovenia (condition C 2);
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 C 3);
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, in accordance with condition C 4;
16.	that none of our bank accounts have been blocked in the last six months of operation (condition C 5);
17.	that our services offered conform fully to the technical requirements of the contracting authority (condition C 8).
18.	that we are not a provider of postal services or interchangeable postal services, nor are we directly or indirectly associated with providers of postal services or interchangeable postal services in the Republic of Slovenia (C 10).

.....
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 documents" section.

Obrazec

DATA ON SUBCONTRACTOR

Type of work to be performed by subcontractor _____

Name of subcontractor _____

Subcontractor's address _____

Subcontractor's registration number _____

Subcontractor's VAT ID number _____

Subcontractor's bank account number _____

Subject of the work done by subcontractor _____

Quantity of work by subcontractor _____

Value of work by subcontractor _____

Place where this work is performed _____

Performance deadline _____

.....
Place and date

.....
Responsible person

* Copy form if necessary.

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

Form

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

s t a t e s

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

In order to ensure the transparency of the business and to prevent the risk of corruption pursuant to Article 14(6) of the act regulating public sector integrity, in this statement we are providing data on the participation of natural persons and legal entities owned by the tenderer, including the participation of silent partners, and on companies which, in regard of the provisions of the act regulating companies, are considered to be associate companies of the tenderer.

Data on the participation of natural persons and legal entities owned by the tenderer

LEGAL AUTHORITY: _____
(company name, business address, reg. number, tax number, percentage of participation)

LEGAL AUTHORITY: _____
(company name, business address, reg. number, tax number, percentage of participation)

LEGAL AUTHORITY: _____
(company name, business address, reg. number, tax number, percentage of participation)

LEGAL AUTHORITY: _____
(company name, business address, reg. number, tax number, percentage of participation)

NATURAL PERSON: _____
(name and surname, residence and percentage of participation)

NATURAL PERSON: _____
(name and surname, residence and percentage of participation)

NATURAL PERSON: _____
(name and surname, residence and percentage of participation)

NATURAL PERSON: _____

(name and surname, residence and percentage of participation)

SILENT PARTNER: _____
(natural person or legal authority)

SILENT PARTNER: _____
(natural person or legal authority)

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

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

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

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

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

.....
Responsible person

POŠTA SLOVENIJE d. o. o., Slomškovo trgo 10, 2500 Maribor, VAT ID no. SI25028022, registration number 5881447, represented by Klemen Bončina, Technology, Network and Logistics Director, as the holder of a power of representation, hereinafter referred to as: the *Contracting Authority*

and

_____, _____ VAT ID number _____,
registration number _____, represented by _____, hereinafter referred to
as: the *Contractor*

hereby conclude the following

AGREEMENT no. 660000____/MVS

Article 1

Introductory provision

The Contracting Authority carried out a public procurement procedure following the procedure for awarding a low-value contract and by way of decision no. 0034/2021/0034/MVS/6 of _____ (date), adopted on the basis of a public procurement procedure report of _____ (date), selected the Contractor, taking account of the provisions of the act regulating public procurement and the Rules on carrying out public procurement procedures.

Article 2

Subject of the agreement

The subject of the agreement is the independent measurement of transit times of the priority and non-priority domestic mail for a period of three years from 1 January 2022 to 31 December 2024 with a trial period from 1 November 2021 to 31 December 2021 in accordance with the quality standards and the technical requirements in the Contracting Authority's tender documentation.

Article 3

Methods and times for execution of the contract

The measurement of priority mail items shall be performed by an independent contractor in accordance with the SIST EN 13850:2013 – Postal Services – Quality of Service – Measurement of the transit time of end-to-end services for a single item of priority mail and first class mail, i.e. EN 13850:2012.

The measurement of non-priority mail items shall be performed by an independent contractor in accordance with the SIST EN 14508:2016 Postal services – Quality of Service – Measurement of the transit time of end-to-end services for single piece non-priority mail and second class mail, i.e. EN 14508:2016 (hereinafter: the Quality Standards).

The independent contractor shall perform measurement in accordance with the requirements of stated standards and in accordance with the provisions of the public contract. Special emphasis in the measurement is placed on the study of the actual transit of letter mail and accurate calculations. The measurement results are expressed in percentages of items delivered in D + n days.

The Contractor is aware that the measurement must be performed by an independent external contractor that may not be associated with or owned by the Contracting Authority. The independent external contractor may not be a provider of postal services or interchangeable postal services, nor may it be directly or indirectly associated with providers of postal services or interchangeable postal services in the Republic of Slovenia.

Measured flows of actual mail shall serve as the basis for the development of the model. The basis shall include the entire system of existing actual flows of items of correspondence in the area of analysis, i.e. the territory of the Republic of Slovenia (standard basis for the model). The basis for the model shall be provided by the Contracting Authority ordering the measurements, which has carried out an analysis of actual mail and flow measurements. The integrity of the measurements must be guaranteed unconditionally. The Contractor is aware that it must provide a selection of senders and recipients (hereinafter panellists) that are independent of the postal operator. Persons who could affect the measurement results may not participate. The group of panellist senders and recipients must be independent of postal operators and must act in accordance with the ICC/ESOMAR International Code on Market and Social Research and its addenda.

The postal operator may not know the exact location of the entry points of a test letter into the postal network or the exact location of the delivery points. As set out in the information annex of the Quality Standards owing to the danger of disclosure of the identity of a panellist the report may not contain the entire postcode, but the last number in the postcode shall be replaced with an "X" so that the name of the post office is not disclosed.

Test letters must contain electronic chips (transponders) and may not be dissimilar in their external appearance and feel from other letters in postal transit.

The Contractor's services shall include a developed model of measurement of quality with a sufficiently large sample size, number of test letters and panellists. The model must include 3,500 priority test letters and 3,700 non-priority test letters, which corresponds to the quality of over 90%.

The measurement system excludes placement into PO boxes and must neutralise side effects which could appear in the mail rooms of large companies.

The measurement system must provide monthly results for D + 1, D + 2 and D + 3 for priority letter items and D + 3 for non-priority letter items and the same monthly cumulative results for the current month for both types of letter items. The results shall be presented in monthly reports, and the total annual result in the annual report.

The Contractor shall perform preliminary test measurements lasting up to two months, pursuant to an agreement with the Contracting Authority, which must be completed no later than 31 December 2021.

The measurement period shall comprise one calendar year and shall be divided into twelve calendar months. All of the test letters delivered in an individual month/year shall be taken into account. Letters posted at the end of a measurement period and are not delivered in the same period shall be accounted in the following measurement period. Measurement periods shall be based on letters delivered in the time period.

Monthly reports shall be issued no later than the 15th day of the month following the month to which the measurements relate. Annual reports shall be issued no later than the end of February for the measurements of the quality from the previous year. The one-year measurement period will be based on the calendar year.

The Contractor shall use a system of receivers for the electronic registration of the time of delivery at every panellist's letterbox, which record the moments when the test letters arrive at the intended delivery point.

The Contractor shall provide a suitable number of panellists.

The selected panellists must have a suitable residential letterbox for receiving deliveries in line with the Postal Services Act. Panellists may not have delivery via a freestanding letterbox, nor may they be users of post office boxes (users of post office boxes may participate as panellists only in sending test letters but may not be the addressees of test letters). All panellists as addressees must have letterboxes equipped with electronic devices for automatic capture of data on the date and time of delivery of the test letter using transponders.

The transponder system must be compatible with the technology and use the existing diagnostic equipment installed in Pošta Slovenije's postal network (Technology: Lyngsoe Systems, AMQM System – Automatic Mail Quality Measurement System). The Contractor undertakes to equip letterboxes of all panellists in the role of addressees with the devices no later than the beginning of the last month of the test period. The organisation that manages the measurement system (Lyngsoe Systems) must carry out all measures to ensure that the diagnostic system:

- does not introduce bias into the results of the EtE transit times,
- cannot be detected at any distribution phase, and
- does not disturb the automated distribution processes.

All test letters must contain transponders which allow the recording of data on the delivery of the letter. The transponders must be passive and compatible with the existing systems and devices installed in the Contracting Authority's postal network, particularly at the inputs and outputs to the postal logistics centres. The number of transponders must allow the delivery of the planned number of valid test letters per month or year. The measurement contractor (independent contractor) shall supply and code the transponders.

The measurement contractor shall prepare and use the transponders in accordance with a subsequent agreement with the Contracting Authority (content of text on a transponder in the event of loss). A transponder shall be placed in a test letter and shall facilitate the tracking of that letter using the diagnostics in Pošta Slovenije's existing system. A letter equipped with a transponder shall be designed in such a way that it cannot be identified as a test letter during transport (without the sender's address and similar attributes that might reveal the methodology of test letters).

The differentiating characteristics and sample size of priority and non-priority test letters set out in the tender documentation may be amended before the beginning of measurement or at the beginning of a new calendar year, which the Contracting Authority shall report no less than 30 days before the beginning of the new period.

Panellists must be suitable natural or legal persons that are qualified to implement the task of sending and accepting test letters and recording the data. The panellists must be given instructions in the Slovene language. The Contractor shall submit a sample of the instructions to the Contracting Authority before the beginning of measurement, in order to verify that they conform to the standard and to the terms and conditions of the tender.

Article 4

Contract value

The contract value amounts to EUR _____ excluding VAT and is fixed for the entire contract period. All costs, *including those of the preparatory (test) period*, incurred by the Contractor through the fulfilment of the order are calculated in the price of the measurement period, i.e. 36 months. The Contracting Authority will not accept additional charges.

The Contractor's tender and the tender pro-forma invoice are *annexes* to this Agreement.

Article 5

Terms of payment

The Contracting Authority shall pay the invoice within 30 days of the receipt of the invoice.

The Contractor shall issue invoices monthly, at the end of each month of measurement of transit times. A description of the work and tasks carried out must be enclosed with each invoice, or a monthly or annual report must be issued on the level of quality achieved. Monthly reports shall be issued no later than the 15th day of the month following the month to which the measurements relate. Annual report shall be issued no later than by the end of February. The reference number of the concluded agreement must be stated on the invoice.

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

Invoices shall be issued and sent to the company address: Pošta Slovenije d.o.o., Slomškov trg 10, 2000 Maribor, Slovenia, no later than the 15th day of the month for deliveries performed in the previous month, or via the Poštar app, for which the Contractor must register beforehand.

(the following two paragraphs to appear in the clean copy of the contract if the Contractor will be performing services with a subcontractor)

If a subcontractor requests direct payment in the manner defined in Article 94 of the Public Procurement Act (ZJN-3):

- in the contract the primary contractor must authorise the Contracting Authority to pay the subcontractor directly on the basis of an invoice or interim statement approved by the primary contractor;
- the subcontractor must provide a letter of consent, on the basis of which the Contracting Authority shall settle the subcontractor's claims against the tenderer;

- the primary contractor must enclose with its invoice or interim statement an invoice or interim statement issued by the subcontractor that it has previously approved.

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

Article 6

Obligations of the Contractor

The Contractor undertakes to:

- perform the services pursuant to this Agreement professionally and correctly, in accordance with currently valid regulations, standards and the rules of the profession, and the provisions of this Agreement,
- appoint a contact person who will ensure the professional and correct implementation of the contractual obligations and resolve and coordinate the Contracting Authority's claims,
- protect all of Contracting Authority's data as a trade secret even after the expiration of these contractual relations.

Article 7

Obligations of the Contracting Authority

The Contracting Authority undertakes to settle its obligation to the Contractor's bank account within the deadline stated in Article 5.

The Contracting Authority shall submit to the Contractor a price list and stamps for sending test letters within the territory of the Republic of Slovenia. Stamps shall be provided for a period of three months on the basis of an order placed in advance by the Contractor.

Article 8

Contractual penalty

In the case that Contractor through its own misconduct fails to fulfil the contractual obligations foreseen in this Agreement (delayed performance), it shall undertake to pay a contractual penalty amounting to five (5) per mil of the contract value for each day of delay. The amount of the contractual penalty charged may not exceed five (5) per cent of the total contractual value.

The parties expressly agree that in the event of any delay in performance on the part of the Contractor, the Contracting Authority has no obligation to specifically notify the service provider of reserving the right to charge a contractual penalty upon accepting performance, and the contractual penalty may be charged in accordance with the provisions of this Agreement upon any delay without notice.

In the case that Contractor through its own misconduct fails to fulfil its contractual obligations (failure to fulfil obligations) it shall undertake to pay a contractual penalty amounting to five (5) per cent of the total contractual value.

If the Contractor fails to fulfil its contractual obligations, the Contracting Authority shall inform it whether it demands the fulfilment of the contractual obligations or the payment of the contractual penalty.

The Contracting Authority shall calculate the amount of the Contractor’s contractual penalty and issue an invoice for payment.

Despite the contractual penalty agreement, the Contractor shall compensate the Contracting Authority for any damage incurred as a result of the former’s breach of its contractual obligations (e.g. damage due to any fine resulting from a minor offence).

Article 9

Implementation of contractual obligations through subcontractors

(if the Contractor works with subcontractors that request direct payment under Article 94 of the ZJN-3, this article shall be added to the clean copy of the agreement)

The Contractor shall bear full responsibility vis-à-vis the Contracting Authority for the fulfilment of a received order, regardless of the number of subcontractors involved.

In performing its contractual obligations under this Agreement, the Contractor shall cooperate 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 tender submission)*

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

That portion of services and/or delivery to be provided by a specific subcontractor has been stated by the Contractor in the form “Data on Subcontractor”.

Pursuant to Article 94 of the ZJN-3, the Contractor shall authorise the Contracting Authority to make payments directly to 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, in place of the Contractor, settles the subcontractor’s claims against the Contractor, is an annex to and an integral part of this Agreement.

Article 10

During the execution of its obligations under this Agreement, the Contractor shall notify the Contracting Authority of any changes to the information referred to in the previous article 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 together with the notification also present 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 and enclose the subcontractor's request for direct payment if so required by a subcontractor.

Article 11

Trade secret

The Contractor shall be obliged to protect at all times all information disclosed to it by the Contracting Authority under this Agreement or in relation to it as a strictly confidential trade secret according to the highest standards for the confidential information protection. The Contractor may not forward the said information to any third parties and is obliged to treat it in way that prevents any unauthorized disclosure. The Contractor shall not use confidential information in any other way or for any purpose that is not in accordance with the realisation of the common business objective without the Contracting Authority's explicit prior written consent and shall not retain any confidential information in its possession or under its control or retain copies thereof. It shall ensure that all of its employees and subcontractors who provide services for the Contracting Authority are aware of the requirement to safeguard trade secrets, and that they adhere to that requirement, and the same shall apply to any providers of quality control and auditing. The Contractor shall also be liable for any unauthorised disclosure, use or abuse of data by its employees and subcontractors.

The Contractor explicitly grants the Contracting Authority its consent and authorisation, on the basis of this Agreement, and to the extent that is absolutely necessary, to store, process and supply to any affiliates in the sense of the Companies Act, and to other persons who are required to be familiar with the content of this agreement owing to the nature of the services they provide for the Contracting Authority or its affiliates, all data and information about this Agreement and in connection with this Agreement that the Contracting Authority has obtained in any manner in connection with the performance of this Agreement or in the context of the business relationship under this Agreement, and which are not trade secrets, and to request and obtain such data, or data otherwise obtained by those affiliates, from those affiliates. The Contractor also hereby gives prior consent to its data hereunder being used, stored, entered into databases and computer processed for the needs of the Contracting Authority's operations. The Contracting Authority may forward this data to its parent, affiliate and similar companies, in the sense of the provisions of the Companies Act, which explicitly includes the exporting of such data outside the Republic of Slovenia in the case that the registered offices of such companies are outside the Republic of Slovenia, provided that these companies uphold the commitments set out in this article. If the implementation of this article requires the signing of any sort of agreement, the parties shall conclude such agreement in a timely manner.

If the regulations governing trade secrets are breached, the Contracting Authority may terminate this Agreement immediately. In this event, the Contractor shall be liable for damages.

Article 12

Personal data for business communication

For purposes of business communication under this Agreement, the parties shall exchange and process the other's data on the Contracting Authority/Contractor or their contact persons/agreement administrators. The parties shall process this personal data (e.g. company email address, name and surname of contact person/agreement administrator, telephone number) lawfully on the basis of a concluded agreement (Article 6 of GDPR).

This personal data shall remain subject to the right to manage personal data for both parties (each for its own employees), while the opposite party may manage the data on the contact persons of the other party and save it for only so long as legally required with respect to the keeping and storage of business documentation together with personal data. After the expiry of this time limit, the parties shall undertake to anonymise the data in the documents or redact/delete it, except in the event of its permanent storage/archiving.

Article 13

Communications

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

Final provisions

Article 14

Grounds for withdrawal

The Contracting Authority shall have the right to withdraw from the Agreement without a period of notice with a written notice if the Contractor fails to execute its contractual obligations on time or breaches the contractual provisions in any other way, and in accordance with Article 96 of the ZJN-3. The Contracting Authority reserves the right to withdraw from the Agreement without a notice period by way of a written notification if the Contractor fails to provide its services within the agreed deadlines and/or according to the required standard and in line with Article 96 of the ZJN-3. The Contracting Authority shall send the contractor a written notice of withdrawal by registered mail.

The Contracting Authority shall bar a contractor whose agreement with the Contracting Authority has been terminated for the stated culpable reasons from taking part in any other public procurement procedure published by the Contracting Authority for the next three (3) years.

In the event of withdrawal from the Agreement under this article, the Contractor shall not be entitled to compensation or to any other claim.

Article 15

Condition subsequent

This contract is concluded under a condition subsequent, which is realised in the event of one of the following circumstances occurring:

- if the Contracting Authority learns that a court has found, by virtue of a final decision, that the Contractor or subcontractor has breached labour, environmental or social legislation, or
- if the Contracting Authority learns that a competent government authority has determined that the Contractor or its subcontractor has committed two or more breaches during the implementation of this contract in connection with:
 - o remuneration for work;
 - o working hours;
 - o rest periods;
 - o the performance of work under civil-law contracts despite the existence of elements of employment or in connection with undeclared work,where a fine for an offence has been imposed by virtue of a final decision or multiple final decisions;

and under the condition that there are still at least six months from the time the Contracting Authority learns of the violation to the expiry of the contract or, if the Contractor has engaged a subcontractor, after establishing a violation on the part of the subcontractor the Contractor fails to substitute or replace this subcontractor in the manner set out in Article 94 of the ZJN-3 and the provisions of this contract within 30 days of learning of the violation.

If any of the circumstances and conditions referred to in the preceding paragraph occur, this contract shall be deemed to be null and void as of the day on which a new contract on the performance of this public contract is concluded. The Contracting Authority shall notify the Contractor of the date on which the new contract is to be signed.

If the Contracting Authority fails to initiate a new public procurement procedure within 30 days of learning of the breach, the contract shall be deemed null and void 30 days after the Contracting Authority learned of the breach.

Article 16

Contact persons and agreement administrators

The Contracting Authority's contact person is Petko Čakrevski, phone: +386 2 449 2275 in e-mail: petko.cakrevski@posta.si.

The Contractor's contact person is _____, phone: _____, e-mail: _____.

Article 17

Anti-corruption clause

This Agreement shall be annulled if anyone on behalf of or on account of the other Contracting Party gives, promises or offers the Contracting Authority, its representative or agent any unauthorised benefits in order to obtain business, to conclude business transactions under more favourable terms and conditions, to omit obligatory supervision of the fulfilment of contractual obligations or other conduct or omission through which the Contracting Authority would incur damages or whereby any of the Contracting Parties would have the opportunity to obtain unauthorised benefits.

Article 18

The Contracting Parties hereby agree that the law of the Republic of Slovenia and legislation regulating contractual obligations shall apply to the regulation of their contractual relations, unless they are otherwise regulated in this Agreement.

Article 19

Any dispute arising from this Agreement which the Contracting Parties fail to settle by mutual arrangement shall be settled by the court of subject-matter jurisdiction in Maribor, Republic of Slovenia.

Article 20

This Agreement is drawn up in two (2) copies in Slovene and two (2) copies in English. Each of the Contracting Parties shall receive one (1) copy in each language. For objections priority shall be given to the Agreement in Slovene.

Article 21

This Agreement shall be concluded on the day it is signed by both Contracting Parties and shall be effective for a period of three years from 1 January 2022 to 31 December 2024 with a mandatory trial period from 1 November 2021 do 31 December 2021.

Maribor, Slovenia

CONTRACTING AUTHORITY:
POŠTA SLOVENIJE d. o. o.

The holder of a power of representation:

Klemen Bončina
Director
Technology, Network and Logistics