

TENDER DOCUMENTATION

Subject:

**Contract award in a negotiated procedure without
prior publication of a contract notice**

Air cargo warehouse services at Zagreb Airport

Public contract no.
0004/2020/0004/JNS/6



Pošta Slovenije d.o.o.

Maribor District Court, Company Registration No: 5881447000, Activity code: 53.100, Chairman of the Supervisory Board: Matjaž Šifkovič.
Share capital: €121,472,482, Current account: 0451 5000 1110 867, Current account: 0228 0001 6990 351.
VAT No.: SI 25028022

INVITATION TO TENDER

Pursuant to the Public Procurement Act (ZJN-3), Pošta Slovenije d.o.o., Slomškovo trg 10, Maribor (hereinafter: »the contracting authority« or Pošta Slovenije«), invites tenderers to submit tenders in accordance with the tender documentation and on the basis of a public contract following a negotiated procedure without prior publication of a contract notice for the »Air cargo warehouse services at Zagreb Airport«.

Tenderers shall submit their tenders to the eponudbe.si (e-tenders) information system at www.eponudbe.si. Tenders must be submitted in electronic form using the forms supplied by contracting authority or completed by hand and scanned in .pdf format, and uploaded to the www.eponudbe.si portal under the announcement of this public contract.

To submit tenders, tenderers must register in the eponudbe.si system. Tenderers do not require a certificate, but a working email address and a GSM device that can receive a unique SMS code upon each login. The eponudbe.si system can be used in Slovene, English and German; tender documents shall be submitted in the language specified in the contracting authority's documentation.

Tenders shall be deemed to have been submitted on time if the contracting authority receives them via the www.eponudbe.si system **by 12.00 noon on 1.6. 2020**.

Tenderers may amend or withdraw tenders by the tender submission deadline. Tenders may be withdrawn on the eponudbe.si portal under the profile of the tenderer that submitted the tender into the system, under the submitted tender, with the option of stating a reason for the withdrawal. Amendments to tenders are carried out within the same system such that the submitted tender is first withdrawn, and a new tender is submitted before the tender submission deadline.

Tenders may no longer be submitted after the submission deadline has passed.

Requests for amendment and submission of proofs, clarifications and explanations of unusually low prices will be conducted via the same information system used for submitting tenders.

The link for submission of electronic tenders in this public procurement procedure can be accessed at <https://www.eponudbe.si>.

INFORMATION REGARDING ENQUIRY FOR ECONOMIC OPERATOR

The contracting authority is carrying out the contract award procedure on its own behalf and on behalf and for the account of Intereuropa d.d., Vojkovo nabrežje 32, Koper – Capodistria (hereinafter: Intereuropa), which has authorised the contracting authority to carry out enquiries (acquisition of bids) in connection with Intereuropa's needs for air cargo warehouse services at Zagreb Airport.

Intereuropa is not the contracting authority in the sense of the provisions of the ZJN-3, and consequently is not subject to the regulations in the area of public procurement, and at the same time the evaluation and eventual acceptance of a tender on the basis of this enquiry for Intereuropa are not subject to proceedings before the National Review Commission for review of

public contract award procedures. In order to avoid uncertainty, the contracting authority hereby informs tenderers that in the event of the acceptance of the most favourable tender, i.e. the concluding of a framework agreement, Intereuropa will not adopt a decision on selection as a special declaration of intent. During the negotiations, Intereuropa is also free to make agreements with tenderers on changes to the essential components of the agreement, if the tenderer and Intereuropa mutually agree thereto. As an economic operator that is not obliged to conduct public procurement procedures, Intereuropa is not obliged to participate in negotiations, accept any bid or the most favourable bid, and is not obliged to conclude an agreement. The contracting authority will notify tenderers if it will also be authorised to conduct negotiations.

Tenderers shall submit separate tenders for the needs of the contracting authority and for the needs of Intereuropa. They can do this in one document, or in two documents within the same tender, and they can also submit a tender for just one of the two managing authorities. For tenders for the needs of Intereuropa, tenderers can also use the www.eponudbe.si system.

The procedure of enquiries, potential negotiations, and acceptance of a tender i.e. conclusion of a framework agreement for the needs of Intereuropa are subject in their entirety to the provisions of the Code of Obligations (Official Gazette of the Republic of Slovenia no 97/07-UPB).

The content of the enquiry (tender documentation) can serve (mutatis mutandis) as instructions for compiling a tender for the needs of Intereuropa, if each heading or subheading (whereby it shall apply to the entire point) and/or the text of an individual point (whereby it shall apply solely to the individual sentence or paragraph within that point) is marked "Applies to Intereuropa".

Intereuropa shall not assume any liability for costs incurred by tenderers due to and in connection with the compiling of tenders and/or potential negotiations. The same also applies to the contracting authority Pošta Slovenije d.o.o.

INFORMATION IN CONNECTION WITH THE OPENING OF TENDERS

The opening of tenders will proceed automatically directly after the expiry of the tender submission deadline in the www.eponudbe.si system under the announcement of this public contract. The minutes of the opening of tenders will be publicly accessible.

Contracting authority's contact person: **Irena Klis Presker, Tel: + 386 2 449 2308.**

Yours faithfully,

**Darja Ferlinc, MSc
Procurement Head**

GENERAL PROVISIONS OF THE CONTRACT

1.1 Method of performance of the contract

The contracting authority hereby announces a public procurement contract for "Air cargo warehouse services at Zagreb Airport".

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

The subject of the public contract is air cargo warehouse services at Zagreb Airport in accordance with the technical characteristics for Pošta Slovenije, to which an enquiry for Intereuropa is attached, whereby said enquiry is subject to the rules set out in the document "Information Regarding Enquiry for Economic Operator".

The contracting authority will conduct one or more rounds of negotiation. The contracting authority will set out the bases for negotiation in the invitation to negotiate, which will also indicate whether Intereuropa will participate in the negotiations.

The contracting authority will conclude a framework agreement with the contractor after the completion of the contract award procedure.

1.2 Communication with the contracting authority (applies to Intereuropa)

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 (applies to Intereuropa)

The contract award procedure shall be conducted in Slovene. 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 a foreign language. If during revision and evaluation of tenders, the contracting authority is of opinion that the part of tender, which was not submitted in Slovene, should be translated into Slovene, 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 Slovene language and the part of the tender in the certified translation into the Slovene language shall be used as a reference.

1.4 Tenders submitted by a grouping of tenderers (applies to Intereuropa)

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 (applies to Intereuropa, without obligations relating to the provisions of the ZJN-3).

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,
- submit the completed European Single Procurement Documents (ESPD) issued by the subcontractors in accordance with Article 79 of the ZJN-3; and
- 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, third and fourth indents of the previous paragraph with the notification.

1.6 Variant tenders (applies to Intereuropa)

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 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 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);
- 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.

1.8 Cost for preparing tenders (applies to Intereuropa)

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

1.9 Terms of payment

Payments shall fall due within 30 days of invoice receipt. The date on the invoice may not be older than the date of provision of the service. The reference number of the concluded framework 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 contractor send it the following within 60 days of the final invoice or interim statement payment: its written statement and the written statement of the subcontractor indicating that the subcontractor received payment for construction or services 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.

For the needs of Intereuropa, tenderers shall tender at least a 30-day payment deadline, while all other provisions relating to terms of payment shall be set out in the framework agreement.

1.10 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 proforma invoice form (tender quote form). Tendered prices must cover all the costs of the tenderer incurred due to the realization of the contract (applies to Intereuropa).

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 price shall include (applies to Intereuroa):

- cargo warehouse services (handling, X-ray and security checks, record-taking, insurance, export and customs warehousing);
- the removal of a postbag if there are grounds for suspecting that the bag contains an item that may not be carried by air;
- all other costs.

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

1.11 Criteria

The evaluation criterion is the most economically advantageous tender, i.e. the **lowest bid price**.

1.12 Framework agreement

Tenderers shall **complete** the sample (draft) framework agreement, **sign and stamp it** and enclose it to the chapter titled "Agreement", thus confirming that they consent to the sample framework agreement.

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

The 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 contractor; or
- an immaterial change, regardless of the value.

An agreement with Intereuropa shall be concluded in writing only if Intereuropa and the tenderer whose tender is accepted by Intereuropa so agree.

1.13 Data protection

The contracting authority shall protect all data in accordance with the acts governing public procurement. The contracting authority shall ensure that all information designated by tenderers as confidential under the act governing companies shall be treated as a trade secret. Under the provisions of Article 35 of the ZJN-3, the contracting authority shall only regard information as a trade secret if it is explicitly designated as such by the tenderer.

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

Tenders for the needs of Intereuropa shall be treated as trade secrets if so marked by the tenderer.

1.14 Suspension of the procedure

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

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

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

1.15 Termination of contractual obligations

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

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

1.16 Review/Revision of the procedure

A request for a revision of the procedure may be submitted by any person with an interest in the award of a tender, conclusion of a 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 applicant must lodge the request for revision with the contracting authority directly in writing, by registered post or by registered post with advice of delivery, or by electronic means. The request for review may be lodged by electronic means if the contracting authority has an information system for receiving electronic applications in accordance with the law governing electronic commerce and electronic signatures. In this event the request for review must be signed with a secure electronic signature with verified certification. The applicant must

simultaneously send a copy of the request for review to the ministry responsible for finance. The contracting authority must notify the tenderers who submitted tenders in the public procurement procedure about the lodging of the request for review within three 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 €4,000 if the request for review relates to the content of the notice, the invitation to tender or the tender documentation.

The transaction account number is: 01100-1000358802.

In the payment of the administrative fee, the approval reference number in line with template 11 must always be cited.

1. Template 11

2. P1: budget spending unit code (16110 – Ministry of Finance – four-digit number plus check number)

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

4. P3: Publication serial number from the standard information portal or account reference number, or another document from the public tender documents (6 digits + 2 digits for the year) is applied.

A dash is mandatory between P1 and P2 and between P2 and P3.

2 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 shall upload the completed "Tender pro-forma invoice" form as PDF file to the "Quote" section of the www.eponudbe.si information system, which shall be published at the public opening of tenders.

Tenderers shall upload a completed, signed and stamped framework agreement together with their tender into the "Other enclosures" section of the www.eponudbe.si system.

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 preceding three paragraphs also apply to Intereuropa.

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.

Tenderers shall be obliged to enclose the following declaration to their tenders for Intereuropa:

Any agreement whereby anyone promises, offers or gives any undue advantage to a representative or agent of Intereuropa d.d. on behalf or for the account of the tenderer in order to:

- obtain business or
 - conclude a transaction under more favourable terms or
 - omit due oversight of the performance of the contractual obligations or
 - engage in any other act or omission that causes damage to Intereuropa or provides an undue advantage to a representative of Intereuropa, the tenderer, or its representative or agent;
- shall be null and void.

3 DESCRIPTION OF THE CONTRACT – TECHNICAL SPECIFICATIONS

3.1 Subject of the public contract

The subject of the contract is air cargo warehouse services at Zagreb Airport for: Pošta Slovenije, to which an enquiry for Intereuropa is attached.

The following services comprise the subject of the public contract:

- cargo warehouse services (handling, X-ray and security checks, record-taking, insurance, export and customs warehousing);
- the removal of a postbag(postal item if there are grounds for suspecting that the bag contains an item that may not be carried by air. A record shall be drawn up and the postbag containing the suspect item delivered to Pošta Slovenije's carrier or Intereuropa's carrier the same day or upon its next arrival at the airport;
- the volume of mail handed over is tied to the agreements concluded with air carriers for despatch from Zagreb.

3.2 Obligations of the contractor – Lot 1 – for Pošta Slovenije

- to perform its contractual obligations professionally and on time in accordance with the applicable regulations;
- to confirm the carrier's documentation relating to the mail sacks received;

- the timely handover of mail sacks (dispatches) to Croatia Airlines or other air carriers for despatch from Zagreb on flights selected by the contracting authority – Pošta Slovenije is bound by international quality standards. Priority mail sacks (dispatches) must be despatched on selected flights, while SAL mail sacks (dispatches) may be despatched within three days;
- the provision of free-of-charge warehousing of postal items (SAL mail sacks (dispatches), possible flight cancellations, etc.);
- the protection of postal items from receipt to handover to the airline and adequate protection of items against inclement weather, dust, damage, loss and theft. The contracting authority shall be notified of the loss, damage or theft of items as soon as possible. In the event of the loss, theft or damage of items while they are the responsibility of the contractor, the latter shall assume liability for the compensation to be paid to customers, in accordance with the provisions of the Universal Postal Convention. Liability is excluded in the event of *force majeure*;
- the contractor shall be liable to pay a contractual penalty for the non-provision of services;
- the protection of the contracting authority's data and information as a trade secret even after the contract expires.

3.3 Obligations of the contractor for the needs of Intereuropa

- To perform its contractual obligations professionally and on time in accordance with the applicable regulations.
- To confirm the carrier's documentation relating to the shipments received.
- On-time delivery/acceptance, which must be performed upon arrival to/departure from Zagreb on flights selected by Intereuropa, shall be subject to international quality standards.
- Provision of free-of-charge warehousing of mail items (possible flight cancellations, etc.).
- Protection of mail items from acceptance to handover to the air carrier or final recipient and adequate protection of items against inclement weather, dust, damage, loss and theft. The contracting authority shall be notified of the loss, damage or theft of items as soon as possible. In the event of the loss, theft or damage of items while they are the responsibility of the contractor, the latter shall assume liability for the compensation to be paid to customers, in accordance with the provisions of Zagreb Airport and international conventions.
- The contractor shall be liable to pay a contractual penalty for non-provision of services.
- The protection of the contracting authority's data and information as a trade secret even after the contract expires.
- The services shall include:
 - Goods handling
 - Registration of goods
 - Record-keeping and discharge
 - Customs inspection
 - Use of forklifts
 - Weighing shipments
 - Storage (customs and non-customs warehouse)
 - Warranty/insurance
 - Any other services agreed to separately.

3.4 Obligations of the contracting authority

- the handover of postal items and accompanying documentation (forms in accordance with the Universal Postal Convention) within the agreed timeframes/by 6 am;
- the handover of other shipments and accompanying documentation;

- the timely settlement of liabilities.

3.5 Obligations of Intereuropa

- the handover of goods and accompanying documentation;
- the timely settlement of liabilities.

3.6 Other terms and conditions

The contractor shall state in the tender the options and conditions for a price discount relative to annual turnover. The provisions of the Universal Postal Convention shall apply to all issues not specified in the contract.

3.7 Location, method and deadlines for performance of the contract

- **Location and deadlines:**
 - **Location of performance/delivery:** MZLZ-Zemaljske usluge d.o.o., Ulica Rudolfa Fizira 1, Grad Velika Gorica, p.p. 79, HR-10410 Velika Gorica
 - **Validity and duration of the framework agreement:** the framework agreement shall enter into force on 9 August 2020 and shall be concluded for a period of three (3) years.
 - **Contracting authority's contact person for execution of the framework agreement:** Renata Šket, +386 (0)2 449 2224

The contract period is three years, with the option of cancellation of the agreement without stating a reason, with a two-month period of notice.

The quantities of goods handed over for purposes of provision of services are indicative, and Intereuropa can neither predict them in advance nor commit to the handover of a certain quantity of goods.

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

Form 1

OFFER TO TENDER
Tender Submission Form

In accordance with the tender documentation for the awarding of a public contract in a negotiated procedure without prior publication of a contract notice for 'Cargo warehouse services', we hereby submit our tender bid as follows:

1. TENDERER DETAILS

TENDERER'S (COMPANY) NAME _____

ADDRESS _____

CONTACT PERSON _____

CONTACT PERSONS' E-MAIL _____

PHONE _____

FAX _____

VAT IDENTIFICATION NUMBER _____

COMPANY REGISTRATION NUMBER _____

BANK ACCOUNT NUMBER _____

PERSON AUTHORIZED TO SIGN THE AGREEMENT _____

AUTHORIZED REPRESENTATIVE OF THE TENDERER _____

Place and date:

Tenderer:

Signature and company seal:

The tenderer shall submit/upload the Tender Quote form (Tender pro-forma invoice) in the "Quote" section.

Form 2

2. TENDER PRO-FORMA INVOICE

Pošta Slovenije

Goods	Price in EUR (excluding VAT)	Price in EUR (including VAT)
2	3	4
Cargo warehouse services (handling, X-ray and security checks, record-taking, insurance, export and customs warehousing). The removal of a postbag if there are grounds for suspecting that the bag contains an item that may not be carried by air.		

Intereuropa d.d.

Goods	Price in EUR (excluding VAT)	Price in EUR (including VAT)
2	3	4
Cargo warehouse services. The removal of a postbag if there are grounds for suspecting that the bag contains an item that may not be carried by air.		

The tenderer shall enclose with the pro-forma invoice a valid pricelist showing the price of a specific service defined in the tender pro-forma invoice.

2.1 The tender shall be valid at least up to 8 August 2020.

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

In/at:

Tenderer:

Company seal and signature:

The tenderer shall submit/upload the "Data on subcontractor" form in the "Other documents" section.

Form 3

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

Company seal

.....
Responsible Person

* Copy form if necessary.

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

Form 4

(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)

.....
Company seal and signature

DRAFT FRAMEWORK AGREEMENT

Pošta Slovenije d.o.o., Slomškovo trg 10, 2500 Maribor, VAT number SI25028022, registration number 588144700, represented by, hereinafter: the **contracting authority**

and

(name and address of company), VAT ID no, registration no, represented by hereinafter: the **contractor** *(to be completed by the bidder)*

hereby conclude the following

FRAMEWORK AGREEMENT No

Article 1

Introductory provision

The contracting authority has conducted a public contract award procedure by negotiated procedure without prior publication of a contract notice and decision no. *(to be completed by the contracting authority)* of, adopted on the basis of a report on the awarding of a low-value public contract no. *(to be completed by the contracting authority)* of, and selected the contractor, with due regard to the provisions of the act regulating public procurement in the area of infrastructure and the Rules on Public Procurement Procedures.

Article 2

Subject of the framework agreement

The subject of the framework agreement is the provision of **cargo warehouse services** (hereinafter: *services*) for a period of three (3) years for items despatched abroad from Slovenia. The services under this framework agreement include: handling, insurance and record-taking on items, x-ray and security screening, export and customs warehousing.

The contractor is obliged to remove a mail sack if there are grounds for suspecting that it contains an item that may not be carried by air, compile a record of the removal and deliver the mail sack containing the suspect item to the contracting authority's carrier on the same day or upon its next arrival at the airport.

Items for which cargo warehousing services are performed may be items from any part of Slovenia being sent abroad (export). The items shall be handed over to the contractor in mail sacks.

The contractor expressly agrees that at the moment this framework agreement is concluded, the contracting authority does not know the precise volume of services to be provided under this agreement. Owing to this, the parties to this framework agreement expressly agree that the contracting authority shall not be liable to pay the contractor compensation for damages irrespective of the volume of the services that are the subject of the agreement.

The tender, bid quote and pricelist are annexes to and integral parts of this framework agreement.

Article 3

Location, deadlines and method of provision of the services

The contractor shall provide the services at the following location: MZLZ-Zemaljske usluge d.o.o., Ulica Rudolfa Fizira 1, Grad Velika Gorica, p.p. 79, HR-10410 Velika Gorica.

The contractor shall commence the provision of the services under this framework agreement on 9 August 2020.

Mail sacks must be delivered by the contractor to the air carrier (at the time of concluding this framework agreement this is Croatia Airlines) in a timely manner, such that the transport of items can be carried out in accordance with the flights selected by the contracting authority, where priority items must be despatched daily on selected flights, while SAL items must be despatched within three days. Under this agreement, the contractor shall be responsible for the timely delivery of priority and SAL items to the air carrier, in order to ensure that they are delivered to the contracting authority's selected flights on time.

The parties to this framework agreement hereby agree that from the moment of the handover of the items from the contractor to the air carrier, the responsibility with regard to further distribution, despatching and delivery of the items shall be transferred to the air carrier.

Article 4

Prices

The prices can be seen from the contractor's bid quote, which is an annex to and an integral part of the framework agreement. The prices are expressed in EUR for one (1) kg of mail items per individual service and shall cover:

- Cargo warehouse services (handling, x-ray and security screening, record-taking, insurance, export and customs warehousing);
- The removal of a mail sack if there are grounds for suspecting that the bag contains an item that may not be carried by air;
- All other costs.

The price shall be fixed and expressed in euros (EUR), excluding value added tax (VAT). All costs shall be included in the price. VAT shall be stated separately, as per the bid quote. The prices in the tender shall cover all costs that the bidder will incur in the course of performing the contract, as the contracting authority shall not permit the contractor to charge additional costs.

Article 5

Terms of payment

The contracting authority undertakes to remit its obligations to the contractor's current account within thirty (30) days of receiving an invoice. Inventory lists of the items, broken down by destination (city), shall be enclosed with the invoices. Invoices shall be issued and sent to the company address below: Pošta Slovenije d.o.o., Slomškov trg 10, 2000 Maribor, no later than the 15th day of the month for services rendered in the previous month. The date on the invoice may not be earlier than the date of provision of the services.

In the event of early payment the contracting authority shall be awarded a discount on services rendered. *(to be completed by the bidder)*

The reference number of this framework agreement (framework agreement no) shall be stated in the invoice.

If the contractor provides the services using a subcontractor/

Only in the event that the main contractor and the subcontractor submit an explicit declaration to the contracting authority that a part of the payment shall be transferred to the subcontractor may payment be effected directly to the subcontractor, but in such case the invoice for services rendered shall be issued by the main contractor. The invoice must include unambiguous information regarding which services (and the corresponding value) were provided by the main contractor and which were provided by the subcontractor.

Article 6

Responsibility for and security and confidentiality of mail items

The contractor undertakes to protect the items received from receipt to handover to the air carrier, and to provide adequate protection for said items against inclement weather, dust, damage, loss and theft. The contractor shall notify the contracting authority without delay in the event of loss, damage or theft of items.

In the event of loss, damage or theft of items during the time that the contractor is responsible for their security and confidentiality, the contractor shall also be liable for compensation paid to customers that incur damages due to the appearance of the above-listed circumstances, in accordance with the provisions of the Universal Postal Convention. The contractor's liability is excluded solely in the event of force majeure. The contractor shall ensure the security and confidentiality of mail items from their receipt from the contracting authority to their handover to the air carrier.

Article 7

Contractor's obligations

The contractor undertakes to:

- Discharge its contractual obligations correctly, in accordance with the applicable regulations and the rules of the profession, and in cooperation with the contracting authority;
- Appoint a person to ensure that the contract is performed in a professional and timely manner and to resolve any complaints the contracting authority may have;
- Confirm the carrier's documentation relating to the mail sacks received;
- Seal the contracting authority's vehicle appropriately upon its return to Ljubljana, if the vehicle contains items for Pošta Slovenije from foreign postal operators;
- Hand over mail sacks to Croatia Airlines in good time for despatch from Zagreb on flights as selected by the contracting authority, as the contracting authority is bound by international quality standards for mail delivery. SAL items may be despatched within three days. The contractor shall be responsible for the timely delivery of priority and SAL mail items to the air carrier in order to ensure that the items are despatched on the flights selected by the contracting authority. The contracting parties agree that after the handover of the priority and SAL mail items to the air carrier, the contractor shall no longer be responsible for the further handling of the mail items in question under this framework agreement.
- Provide free-of-charge warehousing of mail items (SAL mail sacks, possible flight cancellations, etc.);
- Obtain the contracting authority's written consent should it wish to use the completed contractual obligation as a reference.

Article 8

Contracting authority's obligations

The contracting authority hereby undertakes to:

- Notify the contractor of the sending of mail items in the manner agreed upon by the contracting parties;
- Hand over the mail items with their accompanying documentation within the agreed timeframes by 6 am;
- Settle its obligations to pay for services provided under this framework agreement on time.

Article 9

Performance of obligations by 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)

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 bidder in the event that it already has requests for direct payment from its subcontractors during the phase of submitting the tender)*

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

The type of work, quantity, value, location and performance deadline of the work to be performed by the subcontractors have been stated by the contractor in the form "Data on Subcontractor".

Pursuant to Article 94 of the Public Procurement Act (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 to its invoice or interim statement the invoices or interim statements of the subcontractors that it has approved.

The consent of the subcontractor on the basis of which the contracting authority instead of the contractor settles the subcontractor's claims against the contractor is an annex to and an integral part of this agreement.

In the event that direct payment to a subcontractor is not required, the contracting authority shall request that the main 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 10

Contractual penalty

In the case that the contractor through its own misconduct **fails to fulfil the contractual obligations set out in Article 2 of this framework agreement within the deadline** set out in this framework agreement (*delayed performance*), it shall pay a contractual penalty amounting to 10% (ten percent) for each day of delay. The amount of the contractual penalty charged may not exceed 50% (fifty percent) of the value of the individual service in arrears.

In the case that the contractor through its own misconduct **fails to fulfil the contractual obligations set out in Article 2 of this framework agreement** (*default*), it shall pay a contractual penalty amounting to 50% (fifty percent) of the value of the service it failed to provide.

The contracting parties expressly and irrevocably agree that, in the event of a delay in fulfilling its obligations on the part of the contractor, the contracting authority shall not be obliged to notify the contractor that the contracting authority reserves the right to assess a contractual penalty, and a contractual penalty may be assessed pursuant to the provisions of this agreement upon every delay without notification.

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

Article 11

Withdrawal from the framework agreement

Should circumstances arise which compel the contracting authority to withdraw from the contract under this framework agreement, the contracting authority shall be free of obligations under this framework agreement. The circumstances that could lead to withdrawal from this framework agreement include, in particular:

- a failure to meet conditions relating to the recognition of qualifications in accordance with the regulations governing public procurement;
- termination of the contractor's business;
- inadequate compliance with the provisions of this framework agreement;
- the provision of services that do not conform to the agreed types of and quality of service;
- non-compliance with the provisions of this framework agreement.

The contracting authority shall have the right to withdraw from the framework agreement without a period of notice by means of a written notice of withdrawal if the contractor fails to discharge its obligations under this agreement or fails to discharge those obligations in a timely manner and/or at a sufficient level of quality, or if it breaches the provisions of this framework agreement in any other way. The contracting authority shall notify the contractor of its withdrawal by means of a notice sent by registered post. Termination of the framework agreement shall take effect from the day the contracting authority sends a written notice of withdrawal. In this case, the contractor shall not be entitled to any compensation.

The contracting authority may withdraw from the contract at any time and without stating any reason, *with a notice period of two (2) months*. The contracting authority shall notify the contractor of its withdrawal by means of a notice of withdrawal sent by registered post. The period of notice shall start on the day after receipt of the notice of withdrawal. If the mail item containing the notice of withdrawal cannot be delivered to the contractor for any reason, the framework agreement shall cease to be valid one month after the date the mail item was posted at the post office. In the event of withdrawal from the agreement under this paragraph, the contractor shall not be entitled to compensation or to any other claim.

The framework agreement shall cease to be in effect if the contracting authority learns that a competent national authority or court has found, by virtue of a final decision, that labour, environmental or social legislation has been breached by the contractor undertaking the public contract or its subcontractor.

If the framework agreement is terminated for the reasons listed above, the contracting authority shall bar the contractor from participating in any of the contracting authority's other contract award procedures for the next three (3) years.

Article 12 **Condition precedent**

This framework agreement is concluded under a condition precedent, which is breached in the event of the occurrence of one of the following circumstances:

- 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 agreement in connection with:
 - o remuneration for work,
 - o working hours,
 - o rest periods, and
 - o the performance of work under civil-law contracts, despite the existence of elements of an employment relationship or in connection with undeclared work,

where a fine for a breach has been imposed by virtue of a final decision or a series of final decisions,

and under the condition that there are still at least six months from the time the contracting authority learns of the breach until the expiry of the agreement (framework agreement) or, if the contractor/supplier has engaged a subcontractor, after establishing a breach by the subcontractor, the contractor/supplier fails to replace that subcontractor in the manner set out in Article 94 of the ZJN-3 and the provisions of this agreement within 30 days of learning of the breach.

If the circumstances and conditions referred to in the previous paragraph arise or are fulfilled, the framework agreement shall be deemed null and void on the day a new agreement (framework agreement) on the performance of the public contract in question is concluded. The contracting authority shall notify the contractor/supplier of the date on which the new agreement (framework agreement) is to be concluded.

If the contracting authority fails to initiate a new procedure to award the public contract within 30 days of learning of the breach, the framework agreement shall be deemed null and void on the thirtieth day after the date the contracting authority learned of the breach.

Final provisions

Article 13

The contracting authority's contact person is **Renata Šket**, Technology, Network and Logistics, Logistics Department, Tel: +386 (0)**2 449 2224**.

The contractor's contact person is, Tel: *(to be completed by the bidder)*

Article 14

(communication between the parties)

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

Oral communication shall also be deemed legally binding communication where it is expressly deemed as such in this agreement.

Article 15

(trade secrets)

The contractor undertakes to protect as a trade secret all information on the contracting authority obtained pursuant or in relation to this agreement, and to do so on a permanent basis and in accordance with the highest standards applying to the protection of confidential information, undertakes not to supply that information to third parties, and undertakes to handle and use it in a way that prevent its unauthorised disclosure. The contractor shall not use confidential information in any other way or for any purpose that is not in line with the realisation of a common business objective without the contracting authority's explicit prior written consent, and shall not retain any confidential information in its possession or under its control or retain copies thereof. It shall ensure that all of its employees who provide services for the contracting authority are aware of the requirement to safeguard trade secrets, and that they adhere to that requirement. The 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 office of such company is outside the Republic of Slovenia, on the condition that such 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 16

(personal data for business communication)

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

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

Article 17

(anti-corruption clause)

This framework agreement shall be void if anyone, on behalf or for the account of the other contracting party, grants, promises or offers any undue benefits to the contracting authority, its representative or agent in order to obtain business, conclude business under more favourable conditions, or bring about the omission of due supervision of the implementation of contractual obligations or other acts or omissions by which the contracting authority incurs damage, and/or either of the contracting parties is enabled to acquire undue benefits.

Article 18

(force majeure clause)

The parties to the framework agreement shall not be liable for any breach hereof if the inability to fulfil the framework agreement or its individual provisions is the consequence of unforeseeable or unexpected events that are generally known as force majeure or that constitute force majeure under the applicable legislation, that are not dependent on the will of the contracting parties and that the contracting parties could not have expected, prevented or avoided. Each of the parties to the framework agreement shall be obliged to notify the other party of the appearance of such an event in writing without delay.

Article 19

The parties to this framework agreement agree that the law governing obligations in the Republic of Slovenia shall apply to the regulation of relationships arising from this agreement unless otherwise regulated. The provisions of the Universal Postal Convention and of the Universal Postal Union in general shall apply to all issues not specified in the agreement between the contracting authority and the contractor.

Each of the parties to this agreement may propose amendments hereto at any time. Any such amendments shall be agreed upon and formalised in writing in the form of annexes to the framework agreement. If any amendments proposed to this framework agreement are not formalised in the form of written annexes, they shall be considered invalid.

Article 20

The contracting parties shall resolve any disputes arising from this framework agreement amicably. If this is not possible, the court of subject-matter jurisdiction in Maribor shall be competent to resolve disputes, and shall resolve disputes under Slovenian material and procedural law.

Article 21

This framework agreement has been concluded in two (2) copies in Slovenian and two (2) copies in English. Each contracting party shall receive one (1) copy of the agreement in each language. In the event of a discrepancy between the language variants, the framework agreement concluded in Slovene shall apply.

This framework agreement shall enter into force on the day it is signed by both contracting parties and shall begin to be applied from 9 August 2020 onwards. This framework agreement is concluded for a period of three years from the date of the signing of the framework agreement.

.....,

Maribor,

CONTRACTOR:

CONTRACTING AUTHORITY:

.....

Pošta Slovenije d.o.o.