

TENDER DOCUMENTATION

Subject:
Contract award in an open procedure

Air Transport of Postal Items

Public contract no
0027/2019/0027/JNS/6



INVITATION TO TENDER

Pursuant to the Public Procurement Act (ZJN-3), Pošta Slovenije d.o.o., Slomškov trg 10, Maribor, invites tenderers to submit tenders in accordance with the tender documentation and on the basis of a public contract following an open procedure for the "Air Transport of Postal Items".

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 entity 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 entity's documentation.

Tenders shall be deemed to have been submitted on time if the contracting entity receives them via the www.eponudbe.si system **by 12.00 noon on 2. August 2019**.

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 Tenders may be withdrawn on the eponudbe.si portal under the profile of the tenderer that submitted the tender into the system, under the submitted tender, with the option of stating a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 Amendments to tenders are carried out within the same system such that the submitted tender is first withdrawn, and a new tender is submitted before the tender submission deadline.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 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 entity's contact person: **Irena Klis Presker, Tel: + 386 2 449 2308**.

Yours faithfully,

Artur Olaj
Division Director

1 GENERAL PROVISIONS OF THE CONTRACT

1.1 Method of performance of the contract

The contracting entity shall award a public contract titled "**Air Transport of Postal Items**", which relates to the air transport of postal items from various airports for the following types of transport:

- priority transport of postal items;
- SAL transport of postal items.

The contracting entity shall evaluate the tenders in accordance with the criteria from the tender documentation.

After the contract award procedure has been carried out, the contracting entity shall conclude agreements with selected tenderers in accordance with the criteria indicated in the tender documentation and in accordance with analysis of prices of flights and the applicable schedules.

1.2 Communication with the contracting entity

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

1.3 Language

The contract award procedure shall be conducted in the Slovenian in English 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 entity is of opinion that the part of tender, which was not submitted in the Slovenian language, should be translated into Slovenian language, the contracting entity 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 entity. 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 entity 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) 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 entity 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 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 entity shall publish the documentation relating to the contract award on or via the public procurement portal. The information provided by the contracting entity 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 entity may no longer amend or supplement the documentation relating to the award of the public contract. The information provided by the contracting entity 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 entity. The contracting entity and the tenderer shall communicate via the 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 entity in the public contract procedure.

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

In the event that negotiations are held, the contracting entity 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 Terms of payment

Payments shall fall due within 30 days of invoice receipt. The reference number of the concluded agreement must be stated on the invoice. The invoice date may not be older than the date of provision of the service.

The contracting entity may refuse payment in the event of discrepancies with respect to an issued invoice. The air carrier must send the contracting entity proof of provision of services, i.e. confirmation of receipt from the receiving postal operator, with all detailed data on the mail dispatch as follows from the CN documents, or electronic data (an EDI message which contains all of the required data on the dispatch).

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

- the primary contractor shall authorise the contracting entity 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 entity 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 entity 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.

1.11 Price

The price must be expressed in DTS per 1kg of mail (gross weight), excluding value added tax (VAT), separated into priority and S.A.L. transport. The value added tax must be stated separately, as per the tender pro-forma invoice. Prices in the tender must cover all costs that the tenderer will incur in the performance of the contract.

Price includes:

- costs from handover of mail to the origin/dispatching airport to handover of mail to the receiving postal operator or authorised agent at the receiving airport;
- all other costs.

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

If a tender for the contract includes unusually low prices pursuant to Article 86 of the ZJN-3, the contracting entity 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.

1.12 Criteria

The criterion for assessment of tenders is the lowest tender value.

Should one or more tenderers offer an identical price for an individual destination, the tenderer that offers more suitable dispatch schedules to individual destinations and EDI messages will be selected.

1.13 Contract agreement

The Contract Agreement Template must be duly **filled in, signed, company seal affixed** and submitted within the "Contract" chapter. By filling in, signing and stamping it, the Tenderer confirms that he agrees with the Contract Agreement Template.

The tenderer selected will receive contract agreement to sign, the contents of which will be identical to the sample contract 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 contract agreement within 8 days of receipt, it shall be deemed to have withdrawn its tender. The contracting entity 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 entity 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 contract agreement.

The contract 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.

1.14 Data protection

The contracting entity shall protect all data in accordance with the provisions of the acts regulating public procurement. The contracting entity 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 entity 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 entity at any time.

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

The contracting entity may withdraw from this Agreement during its validity in accordance with Article 96 of the ZJN-3.

If by way of a final decision the contracting entity is informed that a competent government entity or court finds that labour, environmental or social legislation has been breached by the supplier of the agreement on the implementation of the public contract or its subcontractor, the Agreement shall cease to be valid.

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 applicant must lodge the request for revision with the contracting entity 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 entity 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 entity 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 entity, 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 dossier (6 digits + 2 digits for the year) is applied.

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

2 CONDITIONS OF PARTICIPATION

Each tenderer must submit the completed "Statements" form demonstrating that it has met the criteria for participation.

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 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 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 entity for all damage incurred by the latter.

The tenderer shall submit certificates or declarations as required under the "Condition for participation" section (if the required declarations are already included in the enclosed "Statements" form, the tenderer's stamp and signature on that form shall suffice and there shall be no need to enclose individual declarations), along with a completed, signed and stamped specimen framework agreement and the tender, to the "Other documents" section of the www.eponudbe.si information system.

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 entity 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.

4 DESCRIPTION OF THE CONTRACT – TECHNICAL SPECIFICATIONS

1. The subject of the contract is air transport services that the air carrier will provide for the transport of mail from the origin/dispatching to the receiving airport/post office or to a transit airport, in accordance with the agreed prices, dispatch schedules and estimated quantities of mail.

The destinations with quantities and critical times are shown in **Annex 1 – Tender pro-forma invoice – Destinations and quantities 2018**.

It shall be a condition that all of the flights are suitable, which means that they are flights which are scheduled to land before the stated critical times. The air carrier must provide space on the aircraft pursuant to the stated quantities of EMS and priority mail on a daily basis (from Monday to Saturday).

The contract will be divided into two categories:

- a) by destination
- b) by transport type (priority and SAL transport of mail)

The agreement will include:

- 1. EMS mail
- 2. Priority mail – letter mail and parcels
- 3. Non-priority mail (SAL mail – letter mail and parcels)
- 4. Empty mail bags

2. Obligations of the air carrier

The air carrier shall provide transport services pursuant to the agreement and the selected flights in the summer/winter schedule, which must be enclosed to the tender and will be an annex to the agreement.

The air carrier shall handle the mail consignments as set out in the agreement and in accordance with the required quality as follows from the "Prescribed quality" annex. Mail items must be adequately protected against inclement weather, dust, damage, loss and theft.

The air carrier may refuse to accept consignments in the following cases:

- the mail is delivered in damaged mail bags/transport units;
- the mail bags or parcels outside of bags are heavier than allowed by UPU regulations;
- the mail bags are equipped with illegible or poorly attached bag tags;
- the mail is delivered after the agreed time or to a different location.

The air carrier may also refuse to accept consignments when there are illegal or dangerous contents (which could damage/affect other consignments, goods or equipment belonging to the air carrier, its employees and third parties); when there are incorrectly packaged, damaged or plundered consignments; when the contracting entity fails to fulfil its financial obligations arising from the agreement. However, the air carrier may not refuse to hand over consignments at the final destination due to financial or any other disagreements with the contracting entity.

The air carrier shall assume responsibility for mail when it confirms acceptance in writing or by electronic means.

The air carrier shall be obliged to deliver the mail consignments to the best of its ability without unnecessary delays – this shall also be required in a suitable agreement with the handling agent at the receiving airport and in the provision of services in accordance with the agreement. The list of handling agents with whom the air carrier cooperates at individual airports shall be an integral part of tender documentation.

If the transport is interrupted, the air carrier must be able to return the mail consignments to the dispatch location or to store them temporarily until the transport is restarted. The air carrier shall notify the contracting entity about transport interruptions without delay. The air carrier shall provide transport of the agreed quantities within the agreed deadlines and with the quality as follows from the "Prescribed quality of individual types of shipments and critical handover times" annex.

The air carrier shall be authorised to carry out transport with other carriers or other subcontractors if necessary in order to achieve the agreed quality.

The air carrier shall be obliged to notify the contracting entity about new schedules, including restrictions with regard to quantity for individual flights at least one week before the new IATA season, and if possible 30 days in advance. It shall also be obliged to notify the contracting entity as soon as possible or at least one week before introducing changes.

The time of handover of the consignments at the origin/dispatching and receiving airport is shown in "Destinations and traffic volume 2018" annex. In order to ensure quality, in the event that the addressee postal operator is not able to accept the mail consignments from the air carrier, the time at which the air carrier attempted to hand over the consignments shall be deemed the handover time.

In the event of errors committed by the contracting entity during handover, the air carrier shall do everything in its power to deliver the mail consignments in the entire planned quantity or a part thereof. In the event that they are unable to guarantee quality, the air carrier shall notify the contracting entity if consignments were not sent and wait for the contracting entity's instructions. If the mail consignments cannot be delivered to the agreed destination, they shall be stored and the receiving postal operator must be contacted in order to agree on an alternate location. The contracting entity must be notified of this within 24 hours and shall bear any additional costs, unless the air carrier is at fault.

The air carrier must notify the contracting entity within 24 hours if the receiving postal operator refuses to accept consignments and if it refuses to confirm the acceptance of consignments. In the event that the receiving postal operator fails to issue instructions or if those instructions cannot be followed, the air carrier must notify the contracting entity thereof and shall be entitled

to return the consignments at the contracting entity's expense, about which it shall notify the contracting entity.

The air carrier must accept all mail consignments for transport whose content is acceptable in accordance with UPU regulations, and must be appropriately packaged and marked. Upon handover of consignments the carrier must check the consignments and documents, and after acceptance shall assume responsibility for them. The carrier must check the consignments on the basis of the documents or EDI messages received. If a discrepancy is identified, the carrier's or contracting entity's staff must draft new documents and/or correct the EDI message. Both parties must confirm the new documents and/or the EDI message.

The carrier is authorised to inspect the postal transport units without opening, visually or using technology (x-ray) in order to ensure security in accordance with air traffic security regulations, and if permitted, in accordance with national regulations. After acceptance of consignments and before dispatching, the carrier may at its own expense make corrections to the packaging or bag tags if it identifies deficiencies at its own premises. It may also notify the contracting entity and wait for instructions.

If the air carrier decides to hold the mail consignments because it suspects that they are damaged, or that theft was attempted or actually committed, it must notify the contracting entity thereof and wait for its instructions. It must allow an inspection of the consignments at its premises and draw up an inspection record. In the event that the consignment is returned or held by the air carrier, the contracting entity must be notified thereof within 24 hours.

3. Contracting entity's obligations

The contracting entity must issue estimates of the annual quantities per destination of the mail consignments it wishes to hand over to the air carrier. The contracting entity must notify the air carrier about its timetable no later than two weeks after the publication of the air carrier's new timetable. Mail consignments must be packaged and equipped with documents in accordance with the provisions of UPU regulations. The writing on the documents and bag tags must be legible and unambiguous. Upon handover to the air carrier, consignments must be sorted by flight number.

4. Obligations of both contracting parties

If EDI messages are used, the contracting entity must send a CARDIT message and the carrier must send a RESDIT message for all mail (dispatch).

5. Responsibility

The air carrier shall be responsible for delays, loss, theft, or damage to mail consignments which occur during the time when it is providing services pursuant to the agreement. Cases in which the air carrier may refuse to accept mail consignments are listed under Obligations of the air carrier. If it is not one of those cases and the air carrier erroneously failed to deliver the consignments, the contracting entity may dispatch the consignments using alternative transport and in such case (unless the air carrier notified the contracting entity of the cancellation of a flight or change of aircraft) shall be entitled to the coverage of any additional transport costs.

The liability of the air carrier may in no circumstance exceed the liability of the contracting entity with respect to the users of postal services. The contracting parties shall not be liable for consequences resulting from force majeure.

In the event of delays and dispatch of consignments on later flights, except in justified cases (inclement weather, flight cancellation), the contracting entity shall pay the carrier 85% of the contract price for the total weight of the individual dispatch that was sent for transport. In the event that the service provider through its own misconduct again fails to dispatch the mail items

on the following day, the contracting entity shall pay the service provider only 75% of the contract price for the total weight of the individual dispatch. In the event of a longer delay, the contracting entity shall pay the service provider only 50% of the contract price. If mail consignments are not dispatched from the airport without justification for more than 5 working days, the contracting entity shall not pay the carrier for transport.

All complaints must be submitted in writing.

6. Security and confidentiality of mail

The agreement on the air transport of mail consignments contains commercially sensitive information, therefore both parties agree that they shall treat the entire content of the agreement and its annexes as strictly confidential. Disclosure of information to third parties shall be withheld unless the consent of the opposite party is obtained in advance. The air carrier must ensure the security and confidentiality of the consignments from acceptance to handover of the consignments.

Validity of the agreement: the agreement shall be concluded for a period of one year.

If the air carrier fails to achieve the agreed level of quality of services or changes the timetable for an individual destination such that the contracting entity's requirements cannot be fulfilled, the agreement may be terminated partially or in its entirety. The provisions of UPU regulations shall apply to all cases not specifically set out in the agreement.

Contracting entity's contact person for execution of the agreement: Renata Šket,
International Mail Sector

Prescribed quality of individual types of shipments and critical handover times

The air carrier shall provide transport of mail in the agreed quantities within the agreed deadlines/by the critical times and in accordance with the quality standards set out below for the individual types of mail. The air carrier shall achieve the foreseen quality percentages for the individual types of mail. The achieved level of quality will be checked on a monthly basis. In the event of a failure to fulfil its obligations on the part of the air carrier, measures shall be agreed upon to improve the level of quality for period of 6 months.

Quality Standards:

1. EMS mail

With this service, the contracting entity offers the postal services user the fastest transport of mail. The delivery deadlines for EMS mail are either guaranteed or approximate (depending on the receiving country), but are significantly shorter than the delivery deadlines for all other mail. **EMS mail handed over to the air carrier must be 100% transported on the selected flights.**

2. Priority mail

- a) Priority letter mail is dispatched daily by the majority of countries around the world. The delivery deadlines are approximate but are significantly shorter than the delivery deadlines for non-priority letter mail. The transport quality for EU Member States, Iceland, Norway, Serbia and Switzerland are measured by independent quality measurement providers. Priority letter mail must be handed over to the receiving post office by the critical times (as set out in Annex 1) so that it can be delivered on the following working day. The measurement results thus affect both user satisfaction and the costs of invoicing between the dispatch and receiving post operators. According to the EU Postal Services Directive, 85% of priority letter mail must be delivered within D+3 working days (with D being the day the mail is posted). **At least 95% of priority letter mail handed over to the air carrier must be transported on the selected flights for Europe, and at least 90% for all other countries.**
- b) Priority parcel mail and international business parcels (EPG parcels) are dispatched daily to the majority of countries around the world. The delivery deadlines are approximate but are significantly shorter than the delivery deadlines for non-priority parcel mail. The quality of parcel transport is measured within the EPG network and at the level of the Universal Postal Union. The critical times for the individual post offices (as set out in Annex 1) are taken from the EPG network. If mail arrives at the receiving post office by the critical time, it will be delivered the next day. The quality standard for EPG parcels is 95% delivered on the day after arrival in the receiving country. **EPG parcels handed over to the service provider must be 100% transported on the selected flights. At least 90% of other parcels must be transported on the selected flights.**
- c) **Non-priority letter and parcel mail (SAL)**
The delivery deadlines for this type of mail are approximate. **Non-priority letter and parcel mail handed over to the air carrier must, if there is insufficient space on the flight, be dispatched within three working days.**

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 "Air Transport of Postal Items" following the open procedure, we hereby submit our tender bid as follows:

1. TENDERER DETAILS

TENDERER'S (COMPANY) NAME : TURKISH AIRLINES INC.

TENDERER'S ADDRESS: Opernring 3-5/2/214, 1010 Vienna, Austria

PHONE: +43 1 580 25 62

VAT IDENTIFICATION NUMBER: 8760047464

COMPANY ID NUMBER: 75184

BANK ACCOUNT NUMBER: (USD) TR35 0003 2000 0000 0017 661633
(EUR) TR12 0003 2000 0000 0017 661659

PERSON AUTHORIZED TO SIGN
THE AGREEMENT: MUSTAFA YAZ

LEGAL REPRESENTATIVE(S) OF
THE TENDERER: MEVLÜT HOSAFICI

Place and date:

VIENNA, 16.7.19

Tenderer: TURKISH AIRLINES INC.


Signature and company seal:

Opernring 3-5/2/214, 1010 Wien
T +43 1 580 25 51

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

Form

2. TENDER PRO-FORMA INVOICE

2.1. Tenderers shall fill out the tender pro-forma invoice in Annex 1 (Destinations and quantities) and enter the prices for the destinations for which they are submitting their tender.

We will provide EDI messages (circle as appropriate)

(YES)

NO

2.2. Period of Validity of Tender: at least until 31 October 2019.

In/at:

VIENNA, 16.7.19

Tenderer: TURKISH AIRLINES INC.

Stamp and signature:

**TURKISH
CARGO** 

Opernring 3-5/2/214, 1010 Wien
T +43 1 580 25 51

Mustafa YAZ

Cargo Vice President
Northern and Eastern Europe

 **TURKISH
CARGO**
Opernring 3-5/2/214, 1010 Wien
T +43 1 580 25 51

The tenderer shall submit the "Statements" form in the "ESPD" section.

Form

STATEMENT OF ACCEPTANCE AND FULFILMENT OF THE CONDITIONS SET OUT IN THE TENDER DOCUMENTS

Name of tenderer TURKISH AIRLINES INC.

Address Opernring 3-5/2/214, 1010 Vienna, Austria

Post code and city 1010 VIENNA

Contact person MEVLÜT HOSAFCI

Contact person's E-mail MHOSAFCI@THY.COM

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 entity'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 protect all of the contracting entity's data as a trade secret even after the expiration of this contract;
8. that we have sufficient technical capacities and technical and staff capacity to perform the public contract.

VIENNA 16.7.19

Place and date

Stamp


.....
Responsible person

**TURKISH
CARGO** 

Opernring 3-5/2/214, 1010 Wien
T +43 1 580 25 51

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

Form

DATA ON SUBCONTRACTOR

Type of work to be performed by subcontractor N/A

Name of subcontractor N/A

Subcontractor's address N/A

Subcontractor's registration number N/A

Subcontractor's VAT ID number N/A

Subcontractor's bank account number N/A

Subject of the work done by subcontractor N/A

Quantity of work by subcontractor N/A

Value of work by subcontractor N/A

Place where this work is performed N/A

Performance deadline N/A

VIENNA 16.7.18

Place and date

Company seal



* Copy form if necessary.

Opernring 3-5/2/214, 1010 Wien
T +43 1 580 25 51

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



TURKISH AIRLINES INC., THY GENEL YÖNETİM BİNASI ATATÜRK HAVALİMANI,
34149 YESİLKÖY, İSTANBUL, TURKEY
TAX: 8760047464
ID: 75184

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

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

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

LEGAL ENTITY: _____
(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 entity)

SILENT PARTNER: _____
(natural person or legal entity)

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


Responsible Person
**TURKISH
CARGO** 
Opernring 3-5/2/214, 1010 Wien
T +43 1 580 25 51

DRAFT AGREEMENT

POŠTA SLOVENIJE d.o.o., Slomškov trg 10, 2500 Maribor, VAT ID no SI25028022, registration no 5881447000, represented by (hereinafter: **contracting entity**)

and **TURKISH AIRLINES INC., THY GENEL YÖNETİM BİNASI ATATÜRK HAVALİMANI,**
34149 YESILKÖY, ISTANBUL, TURKEY
TAX: 8760047464
ID: 75184

(name and address of tenderer), VAT ID no, registration no, represented by (hereinafter: **contractor or air carrier**) (to be completed by tenderer)

hereby enter into the following

AGREEMENT NO 6600000.....

Introductory provision

Article 1

The contracting entity carried out an open public tendering procedure and, by way of decision no of, adopted on the basis of a report on a public contract award by an open public tendering procedure no of, selected the contractor, taking account of the provisions of the act regulating public procurement in the area of infrastructure and the Rules on Public Procurement Procedures.

Subject of the agreement

Article 2

The subject of this agreement is air transport services that the contractor will provide for the transport of postal items from the dispatching to the receiving airport/post office or to a transit airport, in accordance with the agreed prices, dispatch schedules and estimated quantities of postal items.

Annex 1 (tender pro-forma invoice – Destinations and quantities 2018) shows the destinations (receiving and transit airports) to which the contractor will send the postal items, the types of postal item, the quantities of individual types of postal item and the critical times. The contractor shall be obliged to provide suitable flights, which means that they are scheduled to land before the critical times given in Annex 1. The contractor shall provide space on the aircraft pursuant to the stated quantities of EMS and priority postal items on a daily basis (Monday to Saturday).

Annex 1 is at the same time both the tender pro-forma invoice and an integral part of this agreement.

The contractor shall provide transport for the following types of postal item:

1. EMS items
2. Priority postal items (letter mail and parcels)
3. Non-priority postal items (SAL items – letter mail and parcels)
4. Empty mail bags

in compliance with the contracting entity's technical specifications as set out in the tender documents, which are an integral part of this agreement.

Transport and quality standards

Article 3

The contractor shall provide the transport of postal items in the agreed quantities by the agreed deadlines/critical times and in accordance with the quality standards set out below for individual types of postal item. The contractor shall achieve the planned quality percentages for individual types of postal item. The achieved level of quality shall be checked on a monthly basis. In the event of a failure to fulfil its obligations on the part of the contractor over a period of six months, measures shall be agreed upon by the contracting parties to improve the level of quality. This shall be indicated in the records to be signed by both contracting parties, which shall consequently conclude an addendum to this agreement.

Quality standards:

1. EMS items

With this service, the contracting entity offers users of postal services the fastest transport of postal items. The delivery deadlines for EMS items are either guaranteed or approximate (depending on the receiving country), but are significantly shorter than the delivery deadlines for all other postal items. **100% of EMS items handed over to the contractor must be transported on the selected flights.**

2. Priority postal items

a) Priority letter mail is dispatched daily by the majority of countries around the world. The delivery deadlines are approximate, but are significantly shorter than the delivery deadlines for non-priority letter mail. The transport quality for EU Member States, Iceland, Norway, Serbia and Switzerland is measured by independent providers of quality measurement. Priority letter mail shall be handed over to the receiving post office by the critical times (as set out in Annex 1) so that it can be delivered on the following working day. The measurement results therefore affect both user satisfaction and the costs of invoicing between the dispatch and receiving post offices. According to the EU Postal Services Directive, 85% of priority letter mail must be delivered within D+3 working days (with D being the day the item is posted). **At least 95% of priority letter mail handed over to the contractor must be transported on the selected flights for Europe, and at least 90% for all other countries.**

b) Priority parcel mail and international business parcels (EPG parcels and Connect parcels) are dispatched daily to the majority of countries around the world. The delivery deadlines are approximate, but are significantly shorter than the delivery deadlines for non-priority parcel mail. The quality of parcel transport is measured within the EPG network, Connect network and at the level of the Universal Postal Union. The critical times for individual post

offices (as set out in Annex 1) are taken from the EPG network. If items arrive at the receiving post office by the critical time, it shall be delivered the next day. The quality standard for EPG parcels is 95% of parcels delivered on the day after arrival in the receiving country. **100% of EPG parcels handed over to the contractor shall be transported on the selected flights. At least 90% of other parcels shall be transported on the selected flights.**

c) Non-priority letter and parcel mail (SAL)

The delivery deadlines for these postal items are approximate. **Non-priority letter and parcel mail handed over to the contractor shall, if there is insufficient space on the flight, be dispatched within three working days.**

Handover of postal items and documentation

Article 4

The contracting entity shall ensure delivery of the postal items to Aerodrom Ljubljana/an airport abroad no less than two (2) hours before flight time or in accordance with an agreement with the contractor. The postal items shall be equipped with international forms in accordance with the provisions of the Universal Postal Convention.

If the contracting entity and the contractor use the Cardit/Resdit system (for EDI messages), reporting between the two shall be conducted using Cardit/Resdit messages in accordance with the standards of the Universal Postal Union.

Article 5

The contractor shall accept for transport all appropriately packaged and labelled postal items whose content is acceptable under the Universal Postal Union regulations. Upon the handover of mail, the contractor shall check the postal items and documents, since they shall be assuming responsibility for them after accepting them. The contractor shall check the postal items on the basis of the documents or EDI messages received. If a discrepancy is identified, the contractor's or contracting entity's staff shall draft new documents and/or correct the EDI message. Both parties shall confirm the new documents and/or the EDI message.

The contractor is authorised to inspect the postal transport units without opening, visually or using technology (X-ray) in order to ensure security in accordance with aviation security regulations, and if permitted, in accordance with national regulations. After accepting and before dispatching postal items, the contractor may, at its own expense, make corrections to the packaging or bag tags if it identifies deficiencies at its own premises. It may also notify the contracting entity and await instructions.

After accepting and before (further) dispatching postal items, the contractor may, at its own expense, make corrections to the packaging or bag tags if it identifies deficiencies at its own premises. It may also notify the contracting entity and await instructions.

If the contractor decides to hold the postal items because it suspects that they are damaged, or that theft was attempted or actually committed, it shall notify the contracting entity and await its instructions. It shall allow an inspection of the items at its premises and draw up an inspection record.

In the event that the items are returned or held by the air carrier, the contracting entity shall be notified within 24 hours.

Responsibility

Article 6

The contractor shall be responsible for delays, loss, theft, or damage to postal items that occur during the time it is providing services under this agreement, or when it confirms acceptance in writing or by electronic means.

The liability of the contractor may under no circumstance exceed the liability of the contracting entity with respect to the users of postal services. The contracting parties shall not be liable for consequences resulting from *force majeure*.

In the event of delays or the dispatch of postal items on later flights, the contracting entity shall pay the contractor 85% of the contract price for the total weight of the individual batch that was sent for transport, except in justified cases (inclement weather, flight cancellation). In the event that the contractor, through its own misconduct, again fails to dispatch the mail items on the following day, the contracting entity shall pay the contractor only 75% of the contract price for the total weight of the individual batch. In the event of a delay of three working days, the contracting entity shall pay the contractor only 50% of the contract price. If there is no justification for failing to dispatch postal items from the airport for more than five working days, the contracting entity shall not pay the contractor for the transport of those items.

If the contractor is late in fulfilling its contractual obligations, the contracting entity shall expressly state, upon obtaining the fulfilment of obligations or at the moment it is clear that a delay will occur, that it reserves the right to charge a contractual penalty.

All complaints shall be submitted in writing.

Obligations of the contractor

Article 7

The contractor undertakes to carry out its contractual obligations professionally and correctly, in accordance with the applicable regulations and rules of the profession, and appoint a contact person to ensure the professional and timely implementation of the public contract and to resolve and coordinate the contracting entity's claims.

The contractor shall provide air transport services under this agreement and the selected flights in the summer/winter schedule, which is enclosed with the tender and is an integral part of this agreement as Annex 2.

The contractor shall handle the postal items as set out in the agreement and in accordance with the required level of quality as per Article 3 of this agreement. The postal items shall be adequately protected against inclement weather, dust, damage, loss and theft.

The contractor may refuse to accept postal items in the following cases:

- the postal items have been placed in damaged mail bags/transport units;
- the mail bags, or parcels outside bags, are heavier than allowed by the Universal Postal Union regulations;
- the mail bags are equipped with illegible or poorly affixed bag tags;
- the postal items are delivered after the agreed time or to a different location.

The contractor may also refuse to accept postal items with illegal or dangerous contents (which could damage/affect other items, goods or equipment belonging to the contractor, its employees and third parties), when postal items have been incorrectly packaged, damaged or plundered, or when the contracting entity fails to fulfil its financial obligations arising from the agreement.

However, the contractor may not refuse to hand over shipments at the final destination because of financial or any other disagreements with the contracting entity.

If it is the contractor's fault that postal items were not delivered, the contracting entity may dispatch the items using alternative transport. In this case (unless the contractor notified it of the cancellation of a flight or change of aircraft), the contracting entity shall be entitled to the coverage of any additional transport costs.

Delays and temporary storage

Article 8

The contractor shall be obliged to deliver postal items to the best of its ability without unnecessary delays; this shall also be required in a suitable agreement with the handling agent at the receiving airport and in the provision of services in accordance with this agreement. The list of handling agents with whom the contractor cooperates at individual airports is an integral part of tender documentation. If the transport operation is interrupted, the contractor must be able to return the postal items to the dispatch location or to store them temporarily until the transport operation is restarted. The contractor shall notify the contracting entity of any transport interruptions without delay. The contractor shall provide transport of the agreed quantities on the agreed flights and to the level of quality set out in Article 3 of this agreement.

The contractor shall be authorised to carry out transport with other carriers or other subcontractors if this is necessary in order to achieve the agreed quality.

The contractor shall be obliged to notify the contracting entity of new schedules, including restrictions with regard to quantity for individual flights, at least one week before the new IATA season and, if possible, 30 days in advance of this. It shall also be obliged to notify the contracting entity as soon as possible or at least one week before the introduction of changes.

The time of handover of the postal items at the dispatching and receiving airport is shown in "Destinations and traffic volume 2018" annex. In order to ensure quality, in the event that the receiving postal operator is not able to accept the postal items from the contractor, the time at which the contractor attempted to hand over the shipments shall be deemed to be the handover time.

In the event of any errors committed by the contracting entity during handover, the contractor shall do everything in its power to deliver the postal items in the entire planned quantity or a part thereof. In such case, where the contractor is unable to guarantee the prescribed quality, it shall notify the contracting entity if postal items were not sent and shall await the contracting entity's further instructions.

If the postal items cannot be delivered to the agreed destination, they shall be stored and the receiving postal operator notified of the situation in order for an alternative location to be agreed upon. The contracting entity shall be notified of this within 24 hours and shall bear any additional costs, unless the contractor is at fault.

The contractor shall notify the contracting entity within 24 hours if the receiving postal operator refuses to accept postal items and if it refuses to confirm the acceptance of postal items. In the event that the receiving postal operator fails to issue instructions, or if those instructions cannot be followed, the contractor shall notify the contracting entity thereof and shall be entitled to return the postal items at the contracting entity's expense, of which it shall notify the contracting entity.

Obligations of the contracting entity

Article 9

The contracting entity shall issue estimates of the annual quantities per destination of the postal items it wishes to hand over to the contractor. The contracting entity shall notify the contractor of its timetable, showing the agreed flights, no later than two weeks after the publication of the contractor's new timetable, as laid down in the preceding article of this agreement. Postal items shall be packaged and equipped with documents in accordance with the provisions of the Universal Postal Union regulations. The writing on the documents and bag tags shall be legible and unambiguous. Upon handover to the air carrier, postal items shall be sorted by flight number.

The contracting entity undertakes to settle the contractual liabilities by the deadline set out in this agreement.

Security and confidentiality of postal items

Article 10

The agreement on the air transport of postal items contains commercially sensitive information; therefore, both parties agree that they shall treat the entire content of the agreement and its annexes as strictly confidential. Disclosure of information to third parties shall be withheld unless the consent of the other party is obtained in advance.

The contractor shall ensure the security and confidentiality of postal items from acceptance to handover of the items.

The contractor shall notify the contracting entity of any loss, damage or theft of postal items as soon as possible.

Flight changes and cancellations

Article 11

The contractor shall notify the contracting entity regularly and as quickly as possible of all changes to and cancellations of flights, if possible at least one week prior to the introduction of the changes.

In the event that the contractor causes flight delays for the contracting entity at an individual destination or several destinations, the contracting entity reserves the right, at that individual destination or several destinations, to hire another provider to dispatch the shipments, at the contractor's expense.

Contract value and prices

Article 12

The contract value is **DTS (EUR excluding VAT)**, is approximate and may deviate from the stated value.

The prices for individual destinations can be seen in the contractor's tender pro-forma invoice, which is Annex 1 to and an integral part of this agreement.

The price shall be expressed in DTS per 1 kg of postal items (gross weight), excluding value added tax (VAT), separated into priority and SAL transport. VAT shall be stated separately, as per the pro-forma invoice. Prices in the tender shall cover all costs that the tenderer will incur in the course of performing the contract.

The price includes:

- costs from the handover of mail at the dispatching airport to handover of mail to the receiving postal operator or authorised agent at the receiving airport;
- any other costs.

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

Terms of payment

Article 13

Payments shall fall due within 30 days of receipt of the invoice. The invoice date may not be earlier than the date of provision of the service. The reference number of the agreement (660000...../.....) shall be stated on the invoice.

The contracting entity may withhold payment in the event of discrepancies with respect to an issued invoice. The air carrier shall send the contracting entity proof of provision of services, i.e. confirmation of receipt from the receiving postal operator, with all detailed data on the mail batch as follows from the CN documents, or electronic data (an EDI message containing all the required data on the batch handed over).

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 services performed in the previous month, or via the PoštAR app, for which the contractor must register beforehand.

Trade secret

Article 14

The contractor shall be obliged to use all information disclosed to it by the contracting entity exclusively for the purposes of meeting obligations under this agreement, to protect it as a strictly confidential trade secret, and to prevent any intentional, unintentional or any other disclosure of said information to any party not authorised to receive it under this agreement. The protection of trade secrets shall apply for an indefinite period of time or until the designation is withdrawn.

The contracting entity shall deem all papers, specifications, plans, drawings, programs, data (including personal data), documents and information associated with the performance of this agreement, regardless of whether they are written or oral in nature, and other information that the contractor obtains in connection with the performance of this agreement and is unable to state at the moment, as a trade secret. However, information that is publicly available or known at the time of use or disclosure, unless disclosure to the public or availability was the result of a breach of the obligation to protect trade secrets as defined by law or this agreement, shall not be deemed to be a trade secret.

From the date of the entry into force of this agreement, the contractor shall handle the information it receives in the following manner:

- it shall be disclosed only to those employees of the contractor who are obliged to be familiar with it for the purposes of performance of this agreement. The contractor shall ensure that its employees are bound by a by-law on the protection of trade secrets, that the information remains confidential and undisclosed or that it instructs its employees on the particular manner of protecting disclosed information under this agreement;
- it shall be used only for the purpose of performance of this agreement;
- with the exception of disclosure to employees of the contractor, information shall not be copied or reproduced or duplicated in any other manner, in full or in part, without the prior consent of the other party, and shall not be disclosed in any way to third parties.

All documentation received by the contractor shall be returned after this agreement expires.

If the regulations governing trade secrets are breached, the contracting entity may terminate this agreement without a period of notice. In this event, the contractor shall be liable for damages.

Personal data for business communication

Article 15

For purposes of business communication under this agreement, the parties shall exchange and process the other's data on the contracting entity/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, computer ID for electronic communication) lawfully on the basis of a concluded agreement (Article 6 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 undertake to anonymise the data in the documents or redact/delete it, except where it is permanently retained/archived.

Personal data protection

Article 16

The contracting parties establish that data that is not data that could be used to identify an individual (e.g. data on weight and on the quantity of items in bundles, etc. as per the EDI form) shall be transmitted between the parties, for the purpose of the air transport of postal items, in automated form. Therefore, this part of the performance of obligations on the part of the contractor does not involve the processing of personal data under the GDPR and national regulations.

In the case of an individual postal item or the manual inspection of a postal item in response to a suspicion of the presence of dangerous substances, the contractor may also be apprised of the personal data from the address on the item. In this case, the parties shall both act as the controllers of personal data on a legal basis: the contracting entity as the postal services provider under national and international regulations on postal services, and the contractor as the air carrier of postal items in civil/freight aviation under national and international regulations on aviation.

Should it become acquainted with personal data in the course of providing services under this agreement, the contractor undertakes to protect the data in the manner required by the General Data Protection Regulation (GDPR), national legislation and the contracting entity's by-law on personal data protection, and shall use it exclusively for the purpose and as part of the tasks entrusted to it by the contracting entity under this agreement.

The contracting parties each confirm that they have, in accordance with the GDPR and the applicable national legislation on personal data protection and the securing of networks and information systems, put in place all the necessary organisational, technical and technical logistic procedures and measures for the purpose of securing and preventing the unintentional or intentional unauthorised destruction, modification, loss or unauthorised processing of the personal data referred to in the preceding indent of this paragraph of the article that could be disclosed to them or made accessible to them for inspection in the course of the provision of services under this agreement.

If either of the contracting parties prescribes special methods for protecting personal data and this significantly affects the other party's security and/or method of processing data, they shall be obliged to communicate this to the other party and to adjust or harmonise, as required, their own method of processing all the types of data that are the subject of this legal relationship between the parties.

The contracting parties hereby declare and agree that they have been apprised, before signing this agreement, of the legal basis, purpose and scope of processing of (personal) data, and that (personal) data constitutes part of the record of activities involving (personal) data, in connection with the transfer of postal items, that each party maintains itself and as part of performance of the activity.

In the event of a breach of obligations arising from the protection of (personal) data, the contracting parties shall be liable to each other, and to any individual whose personal data has been unlawfully processed, for any damage arising therefrom.

Force majeure

Article 17

The contracting parties shall not be liable for any breach of this agreement if the inability to fulfil the agreement or its individual provisions is the consequence of unforeseeable or unexpected events which are generally known as *force majeure* under the applicable legislation (substantive law of the Republic of Slovenia), which are not dependent on the will of the contracting parties, and which could not have been expected, prevented or avoided by the contracting parties. Both contracting parties shall be obliged, upon the appearance of such an event, to notify the other party in writing without delay.

Performance of contractual obligations by subcontractors

Article 18

(if the contractor works with subcontractors, who request direct payment, this article shall be added to the fair 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 entity: *(to be completed by the tenderer in the event that it already has requests for direct payment from its subcontractors during the phase of submitting the tender)*

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

That portion of services and/or supply to be provided by a *specific* subcontractor has been stated by the supplier in the 'Details of subcontractor' form.

Pursuant to Article 94 of the Public Procurement Act (ZJN-3), the contractor shall authorise the contracting entity 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 entity instead of the contractor settles the subcontractor's claims against the contractor is an annex to and an integral part of this agreement.

The contractor undertakes, in the event of any replacement of a subcontractor or the inclusion of a new subcontractor, to submit a written proposal or notice thereof to the contracting entity within five days of the change, to which it shall enclose the items of proof for the subcontractor referred to in the public contract tender documentation. The contracting entity shall issue an approval or rejection thereof pursuant to the fourth paragraph of Article 94 of the ZJN-3 within ten days of receipt of the proposal or notice from the supplier.

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

The contractor shall be liable to the contracting entity for the entire performance of the services, regardless of the number of subcontractors.

Final provisions

Article 19

This agreement shall be void if anyone on behalf of or on account of the other contracting party affords, promises or offers any undue benefits to the contracting entity, 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 entity incurs damage and/or either of the contracting parties is enabled to acquire undue benefits.

Article 20

The contracting entity reserves the right to **withdraw immediately from the agreement** without a period of notice should the following circumstances arise:

- if priority shipments are not dispatched to an individual destination on the selected flight three (3) times in a row;
- if the contractor fails to notify the contracting entity of flight cancellations on time;
- if the contractor does not have the capacities needed to dispatch the quantities handed over by the contracting entity with respect to traffic volume and data from the preceding year;
- if the contractor fails to achieve the agreed level of quality of services or changes the flight schedule such that the contracting entity's requirements cannot be met;

- if they fail to comply with or breach other provisions of this agreement.

The contracting entity shall notify the contractor of its withdrawal by means of a notice sent by registered post. Termination of the agreement shall take effect on the day after receipt of the notice of withdrawal, unless the contracting entity enters a later date for termination of the agreement. If the postal item containing the notice of withdrawal cannot be delivered to the contractor for any reason, the agreement shall cease to be valid on the 16th day after the day the letter was posted at the post office.

The contracting entity shall give a contractor whose agreement with the contracting entity has been terminated for the above reasons a negative reference at other public invitations to tender issued by the contracting entity for the next three (3) years.

Without prejudice to the provision of the first paragraph of this article, either party may withdraw from this agreement, at any time and without stating a reason, with a notice period of three (3) months. In this case, the party that intends to withdraw from the agreement shall notify the other party thereof by means of a notice of withdrawal sent by registered post. The notice period of three (3) months shall start to run on the day after the notice of withdrawal is received. If the notice of withdrawal could not be delivered to the other party, the notice period shall be deemed to have started on the day the registered letter was posted at the post office.

The contractor shall not be entitled to any compensation in the event of withdrawal from the agreement by contracting entity.

Resolutive condition

Article 21

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

- if the contracting entity is informed that a court finds, by virtue of a final decision, that the contractor or subcontractor has breached labour, environmental or social legislation, or
- if the contracting entity is informed that a competent government authority finds that during the performance of this agreement the contractor or subcontractor has committed at least two breaches 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 against the contractor or subcontractor by virtue of a final decision or multiple final decisions,

provided that there are still at least six months between the contracting entity learning of the breach and the expiry of the agreement or, if the contractor has engaged a subcontractor, they fail to replace this subcontractor, on account of an established breach by the 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.

In the event of the fulfilment of the circumstances and conditions referred to in the previous paragraph, the agreement shall be deemed void on the day of the conclusion of a new agreement

on the performance of the public contract. The contracting entity shall notify the contractor of the date on which the new agreement is to be signed.

If the contracting entity fails to initiate a new procedure to award the public contract within 30 days of learning of the breach, the agreement shall be deemed void 30 days after the contracting entity learned of the breach.

Article 22

The contact person and agreement administrator for the contracting entity's International Mail Division is **Renata Šket**, Tel +386 2449 2224, email **renata.sket@posta.si**.

Contractor's contact personGSM/Tel, email (to be completed by tenderer). MEVLÜT HOSAFICI, +43 1 580 25 62, darkbu@thy.com

Article 23

The contracting parties hereby agree that, unless otherwise provided for under this agreement, the provisions of the EU Postal Services Directive, the Universal Postal Convention and the Code of Obligations and other substantive law of the Republic of Slovenia shall apply directly to relations under this agreement.

Either contracting party may propose amendments to this agreement at any time, which shall be agreed upon and formalised in writing in the form of addenda to the agreement. If amendments to the agreement are not formalised in a written addendum, the proposed amendments shall be considered invalid.

The contracting parties shall resolve any disputes amicably. If they are unable to do so, the court in Maribor shall be competent to resolve the disputes and the procedural law of the Republic of Slovenia shall apply.

Article 24

The agreement shall be concluded once it has been signed by both contracting parties and shall be in force for one (1) year after the agreement is signed.

Article 25

This agreement is drawn up in two (2) identical copies, with each contracting party receiving one (1) copy.

This agreement is made in four (4) copies, two (2) in Slovenian and two (2) in English. Each contracting party shall receive one (1) copy of each language version of the agreement. In the event of any discrepancy between them, the copy of the agreement drawn up in Slovenian shall prevail (*in the event of the selection of a foreign tenderer*).

.....
VIENNA

Maribor,

CONTRACTOR:

**TURKISH
CARGO** 

Opernring 3-5/2/214, 1010 Wien
T +43 1 580 25 51

CONTRACTING ENTITY:

POŠTA SLOVENIJE d.o.o.

DESTINATIONS AND QUANTITIES (2018)

No.	COUNTRY	AIRPORT	CPT PARCELS	LAT/CTT LETTERS	PARCELS Prio	PARCELS S.A.L	LETTERS Prio	LETTERS S.A.L	EMS Prio	EMS S.A.L	SV Prio	SV S.A.L	QUANTITY (kg) Prio	QUANTITY (kg) S.A.L	SUM	AIR TRANZIT 17	RATE (EUR / KG) Prio	RATE (EUR / KG) S.A.L
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
1	ARGENTINA	Buenos Aires			295		2 215		6		3		2 519		2 519		€ 2,50	€ 2,50
2	AUSTRALIA	Sydney			10 771		8 738		40		62		19 611		19 611		€ 0,80	€ 0,80
3	AUSTRIA	Vienna			45 431		23 880		202		1 786		71 298		96 373	6 169	€ 0,80	€ 0,80
4	BELGIUM	Brussels	1	1	4 648		3 045	2 481	74		1 670		9 437		11 918		€ 0,80	€ 0,80
5	BRAZIL	Rio de Janeiro			961		991		0				1 953		1 953		€ 0,80	€ 0,80
6	BOSNIA AND H.	Sarajevo			2 137		5 357		239				7 732		7 732		€ 0,80	€ 0,80
7	BULGARIA	Sofia			1 808		1 546		18				3 372		3 372		€ 1,10	€ 1,10
8	CANADA	Toronto			1 847		7 579				194		12 619		13 873		€ 2,00	€ 2,00
9	CHINA(PEP)	Beijing			12 369		6 478		44		5 733		24 644		24 644		€ 1,30	€ 1,30
10	CYPRUS	Larnaka			1 387		415		4				1 806		1 806		€ 0,80	€ 0,80
11	CZECH REP	Prague			6 554		3 539		10		109		10 212		11 426		€ 0,80	€ 0,80
12	DENMARK	Copenhagen	1	1	3 458		2 249		11		38		5 757		5 757		€ 0,80	€ 0,80
13	DOMINICAN REP	Santo Domingo			603								603		603		€ 0,80	€ 0,80
14	EGYPT	Cairo					141		1		25		167		167		€ 1,70	€ 1,70
15	ESTONIA	Tallinn			920		750		69				1 738		1 738		€ 1,00	€ 1,00
16	FINLAND	Helsinki	1	1	2 637		2 214		11		224		5 085		5 085		€ 1,00	€ 1,00
17	FRANCE	Paris	1	1	11 703		9 838		31		374		21 945		25 501		€ 0,80	€ 0,80
18	GERMANY	Frankfurt							251				251		251	145 168	€ 0,80	€ 0,80
		Muenchen											-		-	92 412		
19	GREAT BRITAIN	Niederstadt, Regensburg, Nürnberg																
20	GREECE	London	1	1	20 391		16 109		39			1 531	36 538		44 632		€ 1,35	€ 1,35
21	HONG KONG	Athens	1	1	2 416		1 706		8			273	4 131		4 403		€ 1,45	€ 1,45
22	ICELAND	Hong Kong			1 197		997		22		88		2 304		2 304		€ 1,10	€ 1,10
23	INDIA	Reykjavik	1	1	1 074				9				1 083		1 083		€ 1,50	€ 1,50
24	IRELAND	Bombay					875		2		75		952		952		€ 1,50	€ 1,50
25	ISRAEL	Dublin	1	1	2 268		1 942		8		48		4 265		4 265		€ 1,50	€ 1,50
26	ITALY	Tel Aviv			1 102		1 674		31		116		2 923		2 923		€ 1,00	€ 1,00
		Rome											-		-			
27	JAPAN	Milan			17 681		10 677		105			209	28 462		42 736		€ 0,95	€ 0,95
28	KOREA(PEP)	Tokyo			8 458		3 039		197		93		11 787		11 787		€ 1,50	€ 1,50
29	KOSOVO	Seoul			3 600		1 227		42		71		4 940		4 940		€ 1,15	€ 1,15
30	LATVIA	Priština					2 580						2 580		3 135		€ 1,00	€ 1,00
31	LITHUANIA	Riga	1	1	911		999		1				1 717		1 717		€ 1,00	€ 1,00
32	LUXEMBOURG	Vilnius	1	1	826		890						2 100		2 100		€ 0,80	€ 0,80
33	MACEDONIA	Luxembourg	1	1	679		1 416		5				3 195		4 698		€ 0,90	€ 0,90
34	MALTA	Skopje			1 503		2 389		668		139		1 460		1 460		€ 1,50	€ 1,50
35	MEXICO	Valletta			1 452				9				536		536		€ 2,30	€ 2,30
36	MONTENEGRO	Mexico					531		5				4 692		4 692		€ 0,90	€ 0,90
37	NETHERLANDS	Podgorica			2 637		1 428		627				14 458		17 179		€ 0,80	€ 0,80
38	NEW ZEALAND	Amsterdam	1	1	8 500		5 370		36		552		7 297		7 297		€ 0,80	€ 0,80
39	NORWAY	Auckland			5 572		1 710		0		15		6 474		6 474		€ 1,30	€ 1,30
40	POLAND(PEP)	Oslo	1	1	4 171		2 091		50		161		9 972		11 736		€ 1,35	€ 1,35
41	PORTUGAL	Warszawa	1	1	6 444		3 182		26		321		4 240		4 240		€ 1,45	€ 1,45
42	ROMANIA	Lisboa	1	1	2 321		1 775		0		143		4 476		4 476		€ 1,10	€ 1,10
43	RUSSIAN FED.	Bucharest			2 147		2 325		5				21 293		22 358		€ 1,80	€ 1,80
44	SERBIA	Moscow			12 963		7 813		198		320		12 744		18 903		€ 1,35	€ 1,35
45	SINGAPORE	Belgrade	1	1	6 714		4 592		1 399		38		2 948		2 948		€ 1,30	€ 1,30
46	SPAIN	Singapore			1 458		1 410		80				13 180		15 148		€ 1,00	€ 1,00
47	SWEDEN	Madrid	1	1	8 896		3 607		94		584		8 976		10 746		€ 1,00	€ 1,00
48	SWITZERLAND	Stockholm	1	1	3 278		1 770		23		1 194		27 723		30 986	75 415	€ 1,00	€ 1,00
		Zurich			19 387		5 995		482		1 859		-		-			
49	TURKEY	Istanbul			1 010		1 119		4		247		2 380		2 380		€ 1,10	€ 1,10
50	UKRAINE	Kiev			1 746		703		10		7		2 466		2 466		€ 1,20	€ 1,20
51	USA		1		20 402		66 771		28 936			1 226	116 109		120 628		€ 2,30	€ 2,30

TURKISH CARGO REMARKS TO SLOVENIA POST TENDER

- We are not able to specify prices in SAL and we are not also able to specify VAT on our system. We have just all-in rates (x-ray, handling, VAT etc.).
- We are able to provide all the informations with CN51-CN66 at the agreement process, but we can't prepare and send you pro-forma invoice.
- We are sending EMS and all mails with the first flight but we can't guarantee to carry mails with the exact stated flights.
- "Transit charges for the transport of empty bags shall be paid by the (Slovenia)Post
- Mails of empty bags shall be subject to payment of 30% of the transit charges applicable to UPU rates"
- The requested capacity for JFK will be done on available flights.

CARDIT RESDIT message box for TK THY11

Resdit Events Name	Resdit Event Code
Received	74
Handover Received	43
Uplifted	24
Loaded	48
Assigned	6
Returned	82
Online Handover	41
Handover Transferred	42
Pending	57
Ready For Delivery	23
Transport Completed	14
Mail Arrived	40
Delivered	21



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