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| --- | --- |
|  | POS╠îTA_logotipPošta Slovenije d.o.o.Investments and Purchasing DivisionSlomškov trg 102500 Maribor Pošta SlovenijeTel: +386 2 449 2310Fax: +386 2 449 2379Email: info@posta.siwww.posta.si |

TENDER DOCUMENTATION

Subject:

Contract award in an negotiation procedure without publication

**Supply of RFID components –RTLS portals at Sorting Center Ljubljana and Sorting Center Maribor**

Public contract no

0038/2019/0038/JNB/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 negotiation procedure for the “Supply of RFID components –RTLS portals at Sorting Center Ljubljana and Sorting Center Maribor«.

Tenderers shall submit their tenders to the eponudbe.si (e-tenders) information system at [www.eponudbe.si](http://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 10.10.2019.**

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 Tenders may be withdrawn on the eponudbe.si portal under the profile of the tenderer that submitted the tender into the system, under the submitted tender, with the option of stating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 Amendments to tenders are carried out within the same system such that the submitted tender is first withdrawn, and a new tender is submitted before the tender submission deadline.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

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. **Method of performance of the contract**

After the contract award procedure has been carried out, the contracting entity shall conclude agreements with selected tenderer in accordance with the criteria indicated in the tender documentation.

* 1. **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. **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. **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. **Subcontracting/subcontratcors**

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. **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. **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. **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. **Cost for preparing tenders**

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

* 1. **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.

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. **Price**

The price must be expressed in EURO. The value added tax must be stated separately. Prices in the tender must cover all costs that the tenderer will incure in the performance of the contract.

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. **Criteria**

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

* 1. **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. **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. **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. **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. **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.

1. ***CONDITIONS OF PARTICIPATION***

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

1. ***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***

**TECHNICAL REQUIREMENTS FOR THE RTLS PORTALS**

1. The Client will replace the existing RFID antennas and readers at Sorting Center Ljubljana and Sorting Center Maribor with a new generation of RTLS portals in the estimated quantities\* as follows:

**Sorting Center Ljubljana:**

Master Portal LS4550 Quantity: 22

Slave Portal LS4530 Quantity: 17

Power Supplies Quantity: 39

 Wi-Fi is present at the location and only needs to be calibrated for the RTLS needs.

**Sorting Center Maribor**

Master Portal LS4550 Quantity: 9

Slave Portal LS4530 Quantity: 15

Power Supplies Quantity: 24

 Wi-Fi is present at the location and only needs to be calibrated for the RTLS needs.

*\*the actual quantities will be determined when the RTLS Site Master Data Table will be prepared.*

1. The bidder (in his offer) will give exact instructions on how the Wi-Fi needs to be set up for the RTLS purposes. The Client will then set up the Wi-Fi accordingly.
2. Required capabilities of the portals:



1. The Contractor must ensure that the system is IPC certified for Interconnect, Strobe and Unex data capture purposes.
2. The Contractor (with the help of the Client) must prepare the RTLS Site Master Data Table.
3. The Client will physically replace existing antennas with the new RTLS portals and do the initial calibration of each portal, in coordination with the Contractor.

The calibration of the system with an on-site Lyngsoe Engineer should however remain as an option in the contract.

1. Project management, system set up and remote installation support must be included in the offered price, alongside the equipment costs per unit and for estimated quantities:

|  |  |
| --- | --- |
|  | Number of units |
| Master Portal LS4550 | 31 |
| Slave Portal LS4530 | 32 |
| Power Supplies | 63 |
| Project management, Master Data Table preparation, system set up and remote installation support | 1 |

1. Data Flow needs to be set up in the following way:



Contracting entity’s contact person for execution of the agreement: Simon Bukanovsky, Intralogistics

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 “Supply of RFID components –RTLS portals at Sorting Center Ljubljana and Sorting Center Maribor” following the open procedure, we hereby submit our tender bid as follows:

1. **TENDERER DETAILS**

|  |  |
| --- | --- |
| TENDERER'S (COMPANY) NAME : |  |
| TENDERER'S ADDRESS: |  |
| PHONE: |  |
| VAT IDENTIFICATION NUMBER: |  |
| COMPANY ID NUMBER: |  |
| BANK ACCOUNT NUMBER: |  |
| PERSON AUTHORIZED TO SIGN THE AGREEMENT: |  |
| LEGAL REPRESENTATIVE(S) OF THE TENDERER: |  |

|  |  |
| --- | --- |
| Place and date: | Tenderer: |
|  | Signature and company seal: |

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

**Form**

**2. TENDER PRO-FORMA INVOICE**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Number of units | Price in EUR w/o VATPer unit | Price in EUR w/o VATFor total number of units |
| Master Portal LS4550 | 31 |  |  |
| Slave Portal LS4530 | 32 |  |  |
| Power Supplies | 63 |  |  |
| Project management, Master Data Table preparation, system set up and remote installation support | 1 |  |  |

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

|  |  |
| --- | --- |
| In/at: | Tenderer: |

|  |  |
| --- | --- |
|  | Stamp and signature: |

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Post code and city \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact person's E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
| **No.** | **We hereby declare:** |
| 1. | that we are fully aware of the scope and the complexity of the public contract; |
| 2. | when drawing up our tender we examined all the tender documentation available; |
| 3. | that the information provided in the tender documents is true and the photocopies of the documents submitted correspond to their originals; |
| 4. | that we accept full liability for the information provided, its veracity, and the accuracy of the photocopies; |
| 5. | that we fully agree with the contracting 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. |

|  |  |
| --- | --- |
|  |  |

……………………………………………………..

 Place and date Stamp …..………………………….........................

 Responsible person

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**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 the below “Statement” form in the “Other documents” section.

**Form**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**s t a t e s**

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

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

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

LEGAL 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

***DRAFT AGREEMENT***

**POŠTA SLOVENIJE d.o.o.**, Slomškov trg 10, 2500 Maribor, registration number 5881447000, VAT number SI25028022, ……………………………………,hereinafter: the ***contracting authority***

and

**………………………………………………………………………………………..**, represented by ………………… (to be completed by supplier), hereinafter: the ***supplier***

hereby conclude the following

### AGREEMENT No. 6600002547/EVB

**Article 1**

## Whereas

The contracting parties hereby establish:

– that the contracting authority awarded a public contract under a negotiated procedure without publication of a contract notice, and through resolution no …………………… of …………………… (date), adopted pursuant to a report on the awarding of a public contract under …………………… procedure, no. ……………………… of …………………… (date), selected the supplier, giving due consideration to the provisions of the act governing public procurement and the Rules on Public Procurement Procedures.

– that the supplier is the holder of the intellectual rights to an RFID device and is the UPU-authorised administrator of an RFID system in association with Lyngsoe Systems A/S, which manufactures and maintains the RFID systems for the supplier.

**Article 2**

***Subject of the agreement***

The subject of the agreement is the supply of RFID components (hereinafter: hardware), support for the implementation of the hardware at PLC Ljubljana and PLC Maribor, and final certification of the compliance of the system (hereinafter: services), pursuant to the contracting authority’s technical requirements as set out in the tender documentation and the supplier’s tender, which is enclosed to and is an integral part of this agreement.

Hardware and quantities to be supplied and implemented:

**For the PLC Business Unit, PLC Ljubljana:**

Main portal LS4550 Quantity: 22

Auxiliary portal LS4530 Quantity: 17

Power supply Quantity: 39

Wi-Fi is installed at the location, which will only have to be calibrated for the RTLS.

**For the PLC Business Unit, PLC Maribor:**

Main portal LS4550 Quantity: 9

Auxiliary portal LS4530 Quantity: 15

Power supply Quantity: 24

Quantities are referential and may vary depending on the contracting authority’s needs.

The supplier expressly agrees that at the moment of concluding this agreement the contracting authority does not know the exact amounts of the subject of the agreement, owing to which the contracting parties expressly agree that the contracting authority shall not be liable to the supplier for damages in the case that it orders quantities lower than the stated referential quantities, or does not order certain hardware or services.

The supplier shall ensure, after the implementation of the hardware, that an employee of Lyngsoe or IPC will calibrate and certify the compliance of the hardware at both locations, unless the contracting parties expressly agree otherwise.

**Article 3**

***Deadline, manner and place of delivery and provision of services***

The supplier shall deliver the hardware referred to in Article 2 of this agreement no later than \_\_\_\_\_\_\_ days (to be completed by supplier) after the concluding of this agreement.

After the conclusion of the agreement, the supplier will prepare a table containing the main data on the location of the hardware (Master Data Table) in cooperation with the contracting authority.

The implementation of the hardware will be carried out by the contracting authority according to the supplier’s instructions, including the settings of the Wi-Fi network for RFID operation. The contracting authority and the supplier shall agree subsequently on the date of the implementation and certification of compliance of the system.

Upon delivery, the parties shall sign a handover record listing all of the delivered hardware.

The aforementioned handover record shall also include technical documentation (a sketch of the installation of the hardware at the individual locations, the technical characteristics of the hardware and instructions for preventive maintenance) relating to the installed hardware. A translation of the instructions will be provided by the contracting authority if required.

Part of the system will be delivered, implemented and certified at the PLC Business Unit, PLC Ljubljana, Cesta v Mestni log 81, 1002 Ljubljana (recipient Blaž Vojskič) and part at the PLC Business Unit, PLC Maribor, Zagrebška cesta 106, 2102 Maribor.

**Article 4**

***Contract value and prices***

The contract value is **EUR ………………… excluding VAT** and is referential.

All unit prices of hardware are given in US dollars (USD) and are the same as in the quotation. They are fixed, and net of value added tax (VAT), whereby the final exchange rate from US dollars (USD) to euros (EUR) will be calculated on the day that the hardware is shipped from the manufacturer’s premises.

The prices for the services are the same as in the quotation. They are fixed and expressed in euros (EUR), net of value added tax (VAT).

The prices shall include all costs associated with the supply of the hardware, support for implementation and certification of compliance of the system, as follows:

* price of the supplied hardware
* price of support during the implementation of the hardware
* price of project management
* price of installation of the system
* price of remote installation support
* prices associated with certification of compliance of the system
* costs of packing and packaging
* all other costs

The prices specifically do not include:

* costs of shipping the hardware
* costs of accommodations and meals for personnel
* all travel time and waiting time (as follows from the supplier’s quotation, and are fixed and expressed in euros (EUR), net of value added tax (VAT)), under the conditions set out in the supplier’s quotation

The contracting authority will not accept additional charges from the supplier.

**Article 5**

***Payment terms***

Payments shall fall due within 30 days of receipt of the invoice. A signed handover report, including a delivery note (with a specification of the hardware) from the contracting authority shall be enclosed to the invoice. The invoice date shall not be earlier than the date of delivery of the hardware or provision of the service. The reference number of the agreement No. ……………… must be stated on the invoice.

Invoices shall be issued and sent to the company address: Pošta Slovenije d.o.o., Slomškov trg 10, 2000 Maribor.

**Article 6**

***Supplier’s obligations***

The supplier undertakes to:

* perform the services pursuant to this agreement professionally and correctly, in accordance with currently valid regulations and the rules of the profession,
* notify the contracting authority about all requirements necessary for the fulfilment of obligations under this agreement and submit to the contracting authority all data which could affect the provision of the services,
* collaborate with the contracting authority so as to provide for the efficient execution of the obligations under this agreement,
* respect the confidentiality of personal data and other data and documents that it comes into contact with when meeting its obligations under this agreement,
* protect all data and information obtained for and during the provision of the services that are the subject of this agreement as the contracting authority’s trade secrets, even after the agreement is no longer in force,
* appoint a contact person who will ensure the professional and timely implementation of the transaction that is the subject of this agreement, and resolve and coordinate the contracting authority’s complaints.

**Article 7**

***Contracting authority’s obligations***

The contracting authority undertakes to send the supplier all the necessary data relating to the performance of the assumed obligations, and to settle its obligations by the deadline set out in this agreement.

**Article 8**

***Claims and warranty***

The contracting authority shall be obliged to carry out a quantity acceptance of the hardware immediately, and to notify the supplier without delay of any errors in the delivered quantities.

The contracting authority shall report hidden defects in the hardware immediately following their identification, but no later than three (3) days from the fact. The supplier shall correct the defects or replace the hardware in question within ten (10) days of the receipt of the claim, all at its own expense.

If the contracting authority identifies a defect that arose in connection with a service rendered, it shall report this finding to the supplier in writing. The contracting authority shall reject any work not performed to a satisfactory level of quality. The costs relating to such work shall be borne by the supplier. The supplier shall eliminate identified deficiencies in the shortest possible time, but no later than five (5) business days after the receipt of a claim from the contracting authority.

The warranty period for the supplied hardware shall be at least twelve (12) months, and the warranty period for services rendered shall be at least twelve (12) months.

**Article 9**

***Quality and manner of the provision of the services***

The supplied hardware shall ensure the continuous, reliable, technical and functional operation of the quality control system. It shall also comply with the latest technical standards applicable in the European Union. Universal Postal Union (UPU) Standard S56 shall be applied for the RFID technology. The finally calibrated system must be certified by the IPC for data capture via Interconnect, Strobe and Unex.

The supplier shall provide the services pursuant to this agreement professionally and to the requisite level of quality, in line with applicable standards. Changes and deviations from the method of provision and the quality of materials or services shall only be permitted upon the contracting authority’s written consent.

All service-related activities under this agreement shall be documented.

**Article 10**

 ***Trade secrets***

The supplier shall be obliged to use all information disclosed to it by the contracting authority 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 authority shall deem all papers, specifications, programs, models, samples, 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 supplier 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 supplier shall handle the information it receives in the following manner:

* it shall be disclosed only to those employees of the supplier who are obliged to be familiar with it for the purposes of performance of this agreement,
* it shall be used only for the purpose of performance of this agreement,
* with the exception of disclosure to the supplier’s employees, the information shall not be copied, reproduced or duplicated in any other manner, in full or in part, without the prior consent of the other party,
* it shall not be disclosed to third parties in any manner.

After the expiration of this agreement, all documentation received by the supplier shall be returned within 8 business days at the contracting authority’s request. If the provisions of this article are breached, which the contracting authority must prove with evidence in writing, the contracting authority may terminate this agreement without a period of notice. In this event, the supplier shall be liable for damages.

**Article 11**

**Personal data for business communication**

For purposes of business communication under this agreement, the parties shall exchange and process each other’s data on the contracting authority/supplier or their contact persons/contract administrators. The parties shall process this personal data (e.g. company email address, first and last name of contact person/contract administrator, telephone number) lawfully on the basis of a concluded contract (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.

**Article 12**

***Contractual penalty***

In the case that the supplier *through its own fault* fails to fulfil its contractual obligations within the deadline set in this agreement (delayed fulfilment), it shall pay a contractual penalty amounting to 1% of the value of the individual piece of hardware or service for which the supplier is in arrears, for each day of delay. The amount of the contractual penalty charged may not exceed 10% of the value of the individual piece of hardware or service.

The contracting authority shall explicitly state that it reserves the right to a contractual penalty if the supplier is in arrears in meeting obligations pursuant to this agreement.

If the supplier through its own fault fails to meet its obligations under this agreement (*default*) it shall pay a contractual penalty amounting to EUR 2,000.00.

Should the supplier fail to meet its contractual obligations under this agreement, the contracting authority shall notify the supplier as to whether it requires that it meet the contractual obligations or pay a contractual penalty.

The contractual penalty shall be calculated separately and a separate invoice shall be issued for payment.

**Article 13**

***Grounds for withdrawal***

The contracting authority shall have the right to withdraw from the agreement **without a period of notice** via a written notification if the supplier fails to fulfil its contractual obligations on time and/or at the requisite level of quality, or otherwise breaches other contractual provisions. The contracting authority shall notify the supplier of its withdrawal through a notice of withdrawal sent by registered post. The agreement shall cease to be in force on the day after receipt of the notice of withdrawal unless the contracting authority enters a later date for termination of the agreement. If for any reason the supplier cannot be served the mail piece containing the notice of withdrawal, the agreement shall cease to be in force on the date the mail piece is posted at the post office. In such case the supplier shall not be entitled to any compensation, and shall be obliged to return or hand over to the contracting authority everything it received from the contracting authority on the basis of this agreement and everything carried out up to the contracting authority’s withdrawal, as well as everything that it receives after the withdrawal on the basis of the services provided for the contracting authority.

**Article 14**

***Anti-corruption clause***

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 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 15**

***Fire safety and occupational health and safety***

The supplier shall be liable to carry out fire safety and occupational health and safety measures when meeting obligations under this agreement. It shall also be obliged to provide for the monitoring and supervision of its employees. The supplier shall take into account the contracting authority’s building and fire safety provisions.

**Article 16**

 **Permits**

The supplier shall subsequently submit a list of employees who will carry out work at the locations of the postal logistics centres in Ljubljana and Maribor under this agreement, at the time that the need for the physical presence of the supplier’s personnel arises. Permits for entry into the contracting authority’s business facilities set out in Article 3 of this agreement shall be issued on the basis of the list of employees.

An entry permit and a list of employees are annexes hereto.

***Final provisions***

**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 that are generally known as *force majeure* under the applicable legislation, that are not dependent on the will of the contracting parties, and that 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.

**Article 18**

All communications between the contracting parties 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 who are disclosed 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 expressly agree that electronic communications shall not be used to withdraw from the agreement, and that withdrawals shall be sent by registered post.

**Article 19**

The contracting authority’s contract administrator and contact person is Simon Bukanovsky, tel.: +386 2 449 2230, email:  Simon.Bukanovsky@posta.si.

Control, quality acceptance and implementation at the PLC Business Unit, PLC Ljubljana shall be the responsibility of Blaž Vojskič, tel. +386 1 476 75 04, email: Blaz.Vojskic@posta.si

The supplier’s contact person is …………………., tel. …………………….., email: *.............. (to be completed by supplier)*

**Article 20**

The contracting parties hereby agree that the law governing contractual obligations shall apply to the regulation of relations arising from this agreement, unless they are otherwise regulated.

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 annexes to the agreement. If the amendments to the agreement are not formalised in a written annex hereto, the proposed amendments shall be considered invalid.

**Article 21**

The contracting parties shall resolve any disputes arising from this agreement amicably. If this is not possible, the court of jurisdiction in Maribor shall be competent to resolve disputes.

**Article 22**

This agreement shall enter into force when it is signed by both contracting parties and shall remain in force until the fulfilment of the contractual obligations.

**Article 23**

This agreement is executed in four (4) copies, of which each contracting party shall receive two (2) copies, one in the Slovenian and one in the English language. In the event of discrepancies between the two versions of the agreement, the Slovenian version shall prevail.

………………, …………….. Maribor, ………………….

|  |  |
| --- | --- |
| **SUPPLIER:** | **CONTRACTING AUTHORITY:****Pošta Slovenije d.o.o.****by authorisation of** **Darja Ljubec, MSc****Director of Technology and Global Logistics** |