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|  | POS╠îTA_logotip**Pošta Slovenije d.o.o.**Nabava in nepremičnineSlomškov trg 102500 MARIBOR**T:** (02) 449 2310**E:** info@posta.siwww.posta.si |

TENDER DOCUMENTATION

Subject:

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

Purchase of RFID system and

three-year maintenance

Public contract no.

0035/2020/0035/JNB/6

INVITATION TO TENDER

Pursuant to the Public Procurement Act (hereinafter: the ZJN-3), Pošta Slovenije d.o.o., of Slomškov trg 10, Maribor, invites tenderers to submit tenders in accordance with the tender documentation for the award of a public contract in a negotiated procedure without prior publication of a contract notice for the »Purchase of RFID system and three-year maintenance«.

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 Authority or completed by hand and scanned in .pdf format, and uploaded to the www.eponudbe.si portal under the announcement of this public contract.

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

Tenders shall be deemed to have been submitted on time if the Contracting Authority receives them via the eponudbe.si system **by 12.00 noon on 28 of January, 2021.**

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 Tenders may be withdrawn from the eponudbe.si portal under the profile of the tenderer that submitted the tender into the system, under the submitted tender, with the option of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 Amendments to tenders are carried out within the same system such that the submitted tender is first withdrawn, and a new tender is submitted before the tender submission deadline.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

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

Yours faithfully,

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|  |  | **Darja Ferlinc, MSc** |
|  |  | **Procurement Head** |

1. GENERAL PROVISIONS OF THE CONTRACT
	1. **Method of performance of the contract**

The Contracting Authority shall award a public contract titled »Purchase of RFID system and three-year maintenance« as a whole. Tenderers must tender for all the types of goods/services contained in the tender (i.e. partial tenders are not permitted).

The Contracting Authority shall carry out negotiations – one round or more rounds. Starting points for the negotiations will be laid down in the Invitation to tender.

After the contract award procedure has been carried out, the Contracting Authority shall conclude a Framework Agreement with one contractor.

* 1. Communication with the Contracting Authority

The communication between the Contracting Authority and the tenderer shall be exclusively in

writing. The name of the contact person of the Contracting Authority is provided in this

invitation to tender.

1.3 Language

The contract award procedure shall be conducted in the Slovenian and English language. The tenderer will submit its tender in English language, all communication with the Contracting enitity will be in English language.

* 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 Authority. 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 Authority for the implementation of the contract received, regardless of the number of subcontractors involved.

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

* list all the subcontractors and every segment of the public contract it plans to subcontract,
* list the contact data and statutory representatives of the proposed subcontractors,
* submit the completed European Single Procurement Documents (ESPD) in accordance with Article 79 of the ZJN-3; and
* enclose the subcontractor's request for direct payment if so required by a subcontractor.

During the implementation of the public contract, the primary contractor shall notify the Contracting Authority of any changes to the information referred to in the previous paragraph and send the information on new subcontractors, which it plans to include subsequently in the implementation of the contract, by no later than five days after the change. When including new subcontractors, the primary contractor must also present the information and documents referred to in the second, third and fourth 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. Admissible amendments, explanations and corrections to the tender, miscalculations

If it is established that the information or documentation presented by the tenderers is incomplete or erroneous, or if individual documents are missing, the tenderers may submit the missing documents or supplement, correct or clarify the relevant information or documentation accordingly in the period determined by the Contracting Authority. The Contracting Authority and the tenderer shall communicate via the electronic system. The submission of the missing document or the supplementation, correction or clarification of information or documentation may relate only to those elements of a tender which existed before the expiry of the deadline set for the submission of an application or tender and which can be objectively verified.

Tenderers may not amend or correct:

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

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

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

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

* 1. 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

The Contracting Authority shall carry out payment in the following manner:

* 30% of the value of the individual contract order upon awarding of said contract order
* 40% of the value of the individual contract order upon confirmation of receipt of hardware at PLC Ljubljana
* 30% of the individual contract order upon successful performance of SAT test at all locations that are the subject of the individual contract order.

Maintenance shall be paid each month for the previous month, depending on the number of RTLS portals already in operation or newly implemented in the previous month.

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

The invoice date may not be earlier than the date of delivery of the goods or provision of the service. The reference number of the Framework Agreement must be stated on the invoice.

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

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

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

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

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

* 1. Price

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

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

The price must include:

* purchase and supply of RTLS portals (HW) and application system support
* SAT test for individual locations
* implementation of the RFID system at individual locations
* all other possible services and costs associated with the performance of the contract and the successful operation of the RFID system.

Maintenance shall be charged separately from other contract orders.

The Contracting Authority will not accept additional charges from the selected tenderer.

* 1. **Criteria**

The tender assessment criterion is the lowest tender value.

* 1. **Framework Agreement**

Tenderers shall ***complete*** the sample Framework Agreement, ***sign and stamp it*** and enclose it to the chapter titled “Agreement”, thus confirming that they consent to the sample Framework Agreement.

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

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

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

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

* 1. **Suspension of the procedure**

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

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

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

* 1. **Termination of contractual obligations**

The Contracting Authority shall reserve the right to terminate the Framework Agreement with any supplier or contractor that breaches its provisions. Such supplier shall be barred from participating in the Contracting Authority’s other contract award procedures for the next three years.

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

If by way of a final decision the Contracting Authority 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 Framework Agreement shall cease to be valid.

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 in PDF format to the “Quote” section of the www.eponudbe.si information system; it shall be accessible 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 Authority 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 Authority a declaration or details of the participation of natural and legal persons in the ownership of the company, including the participation of silent partners, and details of the economic operators that, with regard to the provisions of the act regulating companies, are considered to be associated companies of the tenderer. In the case of natural persons, the above declaration shall contain the name and address and the ownership share.

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

***3. DESCRIPTION OF THE CONTRACT – TECHNICAL SPECIFICATIONS***

**3.1. Subject of the contract**

The subject of the contract is the purchase of RFID components (hardware and software), support for implementation and three years of maintenance for the RFID system in accordance with the technical requirements of the Contracting Authority, which are an integral part of the tender documents.

The RFID system comprises in particular:

* Purchase and delivery of 70 RTLS portals, which the Contracting Authority will order depending on actual needs within 24 months of signing the framework agreement, and of test RFID transponders for conducting the SAT test;
* Purchase and supply of application solutions through the purchase of licences and hardware, in accordance with the Contracting Authority’s technical requirements;
* Remote support for implementing and calibrating the RFID equipment and software applications, and for conducting the SAT test;
* 3-year maintenance of the data capture system in accordance with the Contracting Authority’s SLA requirements.

The RFID system will be implemented across the entire territory of Slovenia, at specific locations owned by the Contracting Authority and its subsidiaries and at Ljubljana Jože Pučnik Airport.

As part of the contract the tenderer shall offer optional on-site support, which the Contracting Authority will order as needed and which will be charged separately from the individual contract orders.

* 1. **Location, method and deadlines of performance of the contract**
* Delivery address: Poštno logistični center Ljubljana, Cesta v Mestni log 81, 1000 Ljubljana, Slovenia
* Validity of Framework Agreement: immediately upon signing and valid for 24 months from signing for the awarding of individual contract orders, and for three years from contract signing for maintenance.
* Contracting Authority’s contact person for performance of the contract: Simon Bukanovsky.

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

**Form**

OFFER TO TENDER

On the basis of a call for tenders for the award of a contract for the »Purchase of RFID system and three-year maintenance« following the negotiated procedure without prior publication of a contract notice, 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 FRAMEWORK 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 “Pro-forma invoice” section

**Form**

**2. TENDERER PRO-FORMA INVOICE**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item no.** | **Product** |  | **Price in € (without VAT) per unit** | **Quantity** | **Total price in € (without VAT)** |
| *1* | *2* | *3* | *4* | *5* | *6=4x5* |
| **Implementation** |
| 1. | LS4550 Gate Reader™ active/passiveincl. Active reader and exciter + passive reader and 2 antennas + mounting brackets | unit |  | 35 |  |
| 2. | LS4530 Gate Reader™ active/passiveincl. Active exciter + passive reader and 2 antennas + mounting brackets | unit |  | 35 |  |
| 3. | Power SupplyAC/DC PS, 24Vdc 2A 50W, 3pos connector output, cord input | unit |  | 70 |  |
| 4. | EDECS Portal LicenseRFID middleware | unit |  | 70 |  |
| 5. | Backend setup - new portalRequired per portal | unit |  | 70 |  |
| 6. | Site survey – DesktopValidation of equipment.To determine the correct amount of LS4500, access points and accessories (basedon drawings and photos from customer). | per site |  | 15 |  |
| 7. | Master data setupSupport to import, setup and validate master data.Master data must be filled out according to a template provided by LS. Thetemplate include naming, physical position, configuration, power level, channeland purpose of each read point. | per site |  | 15 |  |
| 8. | Installation support - RemoteRemote guidance on how to install and configure the RTLS portals to the specificpurpose.The service include guidance in setting up and adjusting RFID power levels andmotion sensors. Also including guidance in how to avoid cross reads and | unit |  | 70 |  |
| **Maintenance** |
| 9. | Business criticalIncl. Helpdesk, device monitoring, software maintenance, security package andhardware service. | Per unit /per month |  | 70 units\*36 months | \* |
| 10. | Hosted CRSIncl. CRS Hosting, CRS Helpdesk, and CRS software maintenance. | unit |  | 70 units\*36 months | \* |

\* Maintenance will be charged monthly, for services rendered in the past month. The amount charged for any given month will depend on the number of active portals and new (additional) portals implemented in the given month.

**TOTAL TENDER PRICE FOR THE IMPLEMENTATION**:

Total price EUR ……………………………...…………………………..………………... (excluding VAT)

**TOTAL TENDER PRICE FOR 36-MONTHS MAINTENANCE**:

Total price EUR ……………………………...…………………………..………………... (excluding VAT)

**2.1 The tender shall be valid** until at least 31 March 2021.

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

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