

Public Contract No: JNV-0001/2017-S-POG-STO

Date: 1 February 2017

## TENDER DOSSIER

### **Award of a public contract under an open procedure for “The implementation of digital media buying in 2017”**

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## INVITATION TO TENDER

On the basis of the Public Procurement Act (Official Gazette of the Republic of Slovenia [Uradni list RS], no. 91/2015 hereinafter: ZJN-3), the Slovenian Tourist Board, Dimičeva ulica 13, 1000 Ljubljana, Slovenia, invites tenderers to submit tenders in writing in accordance with the Tender Dossier based on the public contract under an open procedure for “The implementation of digital media buying in 2017” at the latest by:

**9 March 2017 at 9:00 a.m. to the Slovenian Tourist Board, Dimičeva ulica 13, 1000 Ljubljana, Slovenia.**

Tenders arriving by post or submitted in person shall be deemed to have arrived on time if they arrive at the address by the expiry of the stipulated deadline. It shall be mandatory for tenderers to submit tenders in a sealed envelope bearing the designation: **“DO NOT OPEN! – FOR THE PUBLIC CONTRACT – “The implementation of digital media buying in 2017”**. The sealed envelope must also bear the name and address of the tenderer.

The tenderer must submit the tender and all documents required in the Tender Dossier in a sealed envelope or package, so that it is possible to verify upon opening whether it remained sealed as it was submitted. If the tenderer fails to submit the tender as stipulated, the Contracting Authority shall not be responsible for misplacing the tender or for opening it early. The tenders shall be prepared in their entirety in accordance with the Tender Dossier and shall comply with all conditions for participation in this Invitation to Tender.

Any tenders that the Contracting Authority fails to include in the public opening owing to an incorrect designation shall be excluded from further procedure.

The Contracting Authority's contact person: Alenka Pahor Žvanut

All tenders that are submitted late shall be returned to the tenderers unopened after the completion of the tender opening procedure, with an indication that the tenders were late.

**The public opening of tenders shall be on 9 March 2017 at 10:00 a.m.** in the meeting room on the 2nd floor at the Slovenian Tourist Board, Dimičeva ulica 13, 1000 Ljubljana, Slovenia.

Prior to the commencement of the public opening of tenders, the tenderers' representatives must submit written authorisations for participation in the public opening.

Yours faithfully,

Director  
Maja Pak, Msc.

## I. GENERAL PROVISIONS OF THE PUBLIC CONTRACT

### 1. Public contract implementation method

The Contracting Authority shall award the contract for “The implementation of digital media buying in 2017” in its entirety. The public contract is not divided into lots. A tenderer shall offer all the types of services put up for tender (partial tenders are excluded).

The tenderer who participates in more than one bid, regardless of whether this is done independently or as a partner in a joint bid or as a subcontractor or as a partner whose capacities are used by the tenderer, may only participate in one bid for the same contract, otherwise all bids in which the tenderer participates shall be excluded.

### 2. Communication with the Contracting Authority

Tenderers shall communicate with the Contracting Authority solely in writing, as stipulated in the Tender Dossier.

### 3. Association of the Contracting Authority and the Tenderer

A tenderer may not be indirectly or directly associated with any person or persons who drew up this Tender Dossier.

### 4. Language

The Contracting Authority shall publish the Tender Dossier for the public contract in Slovenian and English on the public procurement portal, [www.enarocanje.si](http://www.enarocanje.si). The Tender Dossier in English shall not differ in terms of content from the Tender Dossier in Slovenian. In the event of a lack of clarity, the text in Slovenian shall take precedence with regard to the interpretation of the Tender Dossier provisions.

Tenderers may submit tenders in Slovenian or English. The contract for the implementation of this public procurement contract shall be signed in Slovenian and, if necessary, in English. In the event of a lack of clarity, the text in Slovenian shall take precedence with regard to the interpretation of the contractual provisions.

### 5. Status Changes

If the status of the tenderer changes at any time during the term of the public contract and before the expiry of the contract between the contractor and Contracting Authority based on this public contract, the tenderer shall prove that it is the universal legal successor of its predecessor and that it is capable of successfully performing and completing the public contract in terms of human resources, and financial and technical capabilities.

### 6. Joint tender

A group of economic operators, including temporary associations, may submit a joint tender. If the tender of a group of economic operators is selected, the Contracting Authority shall request that this group submits a legal document referring to the joint execution of the public contract prior to signing

the agreement on the execution of the public contract. The legal document on the joint performance of the public contract shall define in detail the tasks and responsibilities of the individual contractors for the performance of the public contract in full. Notwithstanding the above, they shall be jointly and severally liable to the Contracting Authority. Legal entities must name the persons responsible for the performance of this public contract.

The legal act on the joint performance of the public contract shall define in detail the tasks and responsibilities of the individual contractors for the performance of the public contract, namely the following at a minimum:

- appointment of the lead partner for the performance of the public contract;
- power of attorney to the lead partner and the responsible person of the lead partner for the conclusion and signing of the contract;
- scope of services that an individual tenderer shall render and its responsibilities;
- statement that all the tenderers in a joint tender have been familiarised with the Instructions for Tenderers and the Terms of Reference as well as the criteria for the award of the public contract, and that they agree with these in their entirety;
- statement that all tenderers have been familiarised with the payment terms stipulated in the Tender Dossier; and
- an indication that they shall be jointly and severally liable to the Contracting Authority.

The above-mentioned legal act on joint tendering shall be valid for the entire period in which such a consortium performs the public contract, as well as in the period of validity of the Performance Bond.

If a tenderer offers a joint tender, it shall mark on Form No. 1 that a joint tender is submitted, and it shall suitably complete Form No. 2.

A completed ESPD form shall be attached for each contractor in a joint tender individually, pursuant to Article 79 of the ZJN-3.

## 7. Subcontractors

A tenderer may subcontract a part of the public contract. A subcontractor shall be an economic operator which is a legal entity or natural person, and a person that supplies goods or provides services or carries out construction work directly related to the subject of the public procurement for the tenderer.

If a tenderer performs a public contract related to services with subcontractors, the tender must:

- list all subcontractors and each part of the public contract that they intend to subcontract;
- list all contact information and legal representatives of the proposed subcontractors;
- enclose the completed ESPD forms for these subcontractors pursuant to Article 79 ZJN-3 and
- enclose a subcontractor's requirement for direct payment, if requested by a subcontractor.

The main contractor shall inform the Contracting Authority during the performance of the public contract concerning any potential changes of information referred to in the preceding paragraph and

submit information about new subcontractors that they plan to additionally include in the performance of such services at the latest within five (5) days of the change. If new subcontractors are included, the main contractor shall also, in addition to the notification, send the data and documents referred to in indents two, three, and four of the preceding paragraph.

The Contracting Authority shall reject any subcontractor if there are any grounds for their exclusion, as stated in the Tender Dossier. The Contracting Authority may reject a proposal for the replacement of a subcontractor or for the inclusion of a new subcontractor even if this could affect the undisturbed performance or completion of works and if the new subcontractor fails to meet the conditions set by the Contracting Authority in the Tender Dossier relating to the awarding of a public contract. The Contracting Authority shall notify the main contractor concerning the possible rejection of a subcontractor at the latest within ten days of receiving the proposal.

Only if the subcontractor requires direct payment shall it be deemed that the subcontractor finds the direct payment mandatory and this obligation shall be binding for the Contracting Authority and the main contractor. When the tenderer intends to carry out a public contract with a subcontractor which has requested a direct payment, they should do the following:

- the main contractor shall contractually authorise the Contracting Authority to make direct payments to the subcontractors on the basis of a confirmed invoice or statement of situation of the main contractor;
- the subcontractor shall submit its consent, on the basis of which the Contracting Authority may, in lieu of the tenderer, settle the subcontractor's claim against the tenderer.
- the main contractor shall enclose with their invoice a statement regarding the situation of the subcontractor that confirmed it beforehand.

If direct payment to the subcontractor is not obligatory, the Contracting Authority shall request from the main contractor to send them a written statement and the subcontractor's written statement which state that the subcontractor received payment for the performed construction or for the supply of goods that are directly connected with the subject of the public contract.

The obligations referred to in this point shall also apply for the subcontractors of the subcontractors of the main contractor or any further subcontractors in the chain of subcontractors, whereby the provisions hereof shall apply *mutatis mutandis*.

If a tenderer offers to perform the contract with subcontractors, it shall mark on Form No. 1 that the tender includes subcontractors, and it shall suitably complete Form No. 2.

A completed ESPD form shall be attached for each subcontractor individually, pursuant to Article 79 of the ZJN-3.

## 8. The use of the capacities of other entities

With regard to the conditions concerning the economic and financial situation and the technical and expert ability, a tenderer can, if necessary, use the capacities of other entities when performing a public contract, regardless of the legal relationship between the tenderer and such entities. With regard to the education and professional training of the provider of services and of the managerial employees of a company and with regard to the conditions related to suitable professional experience, a tenderer can use the capacities of other entities only if such entities carry out the services for which such capacities are required. If a tenderer wishes to use the capacities of other entities, the tenderer shall prove to the Contracting Authority that the necessary resources will be available, for example by submitting the assurances of these entities issued for this purpose.

In the event that the entities, the capacities of which an economic operator intends to use, fail to meet the necessary conditions for cooperation and there are grounds to exclude them, the Contracting Authority shall require that the tenderer replaces the entity that fails to meet the cooperation criteria.

If a tenderer uses the capacities of other entities with regard to the conditions related to the economic and financial situation, the Contracting Authority shall require that the tenderer and the entities in question share joint responsibility for performing the public contract. Under equal conditions, a group of economic operators may use the capacities of the entities participating in this group or of other entities.

If a tenderer offers to perform the contract by using the capacities of other entities, it shall mark on Form No. 1 that the tender includes the use of the capacities of other entities, and it shall suitably complete Form No. 2.

A completed ESPD form shall be attached for each entity, the capacities of which are used by the tenderer, individually, pursuant to Article 79 of the ZJN-3.

## 9. Foreign tenderers

Tenderers who do not have head offices in the Republic of Slovenia shall meet identical conditions as tenderers with a head office in the Republic of Slovenia.

If the country in which a tenderer has its head office does not issue the documents designated in the Tender Dossier as proof of the (non)existence of grounds for exclusion or if they fail to include all examples of grounds for exclusion, a tenderer may submit a sworn declaration. If such a declaration is not foreseen in the country where the tenderer has its head office, the tenderer may give a statement of a designated person, submitted to the competent judicial or administrative authority, a public notary, or a competent professional or trade organisation in the country of origin of this person or in the country where the tenderer has its head office.

## 10. Ownership structure information

The selected tenderer shall provide the following data within eight days of being asked to do so by the Contracting Authority:



- the participation of natural persons (name and surname, address of residence and equity share) and legal entities owned by the tenderer,
- information on economic operators that are deemed to be their associated companies according to the provisions of the act governing companies.

## 11. Variant tenders

The Contracting Authority shall not take into consideration variant tenders. A tenderer shall only be able to submit one tender. A tenderer that submits more than one tender shall be excluded from the procedure.

## 12. Explanations of the Tender Dossier

Explanations concerning the content of the Tender Dossier may only be requested in writing through the Public Procurement Portal. Explanations shall be sent to the Public Procurement Portal.

If a tenderer requests any additional explanations with regard to this Dossier or with regard to the preparation of a tender, they shall submit such a request at the latest by 28 February 2017 at 12:00 a.m..

The Contracting Authority shall provide the additional explanation through the Public Procurement Portal at the latest by 1.3.2017, provided that the request was submitted in a timely manner. The Contracting Authority shall not respond to late requests.

## 13. Supplementation or amendment to the Tender Dossier

The Contracting Authority shall reserve the right to modify or amend the Tender Dossier. If the Contracting Authority modifies or amends the Tender Dossier within the period for submitting tenders, this shall be published on the Public Procurement Portal.

After the period for submitting tenders expires, the Contracting Authority shall not modify or amend the Tender Dossier.

If the Contracting Authority modifies or amends the Tender Dossier regarding the public contract by 3<sup>rd</sup> March 2017 or later, it shall suitably extend the deadline for receiving tenders considering the extent and the content of the changes.

Information submitted by the Contracting Authority to tenderers on or through the Public Procurement Portal shall be considered as modifications, amendments, or explanations of the Tender Dossier if it is evident that the content of this information modifies or amends the Dossier, or if an explanation eliminates ambiguity with regard to a statement in the Dossier. A modification, amendment, or explanation of the Tender Dossier shall become an integral part of the Tender Dossier.

If additional information has not been requested in a timely manner or if its meaning is negligible when preparing tenders, the extension of the deadline shall not be necessary.

By extending the deadline for the submission of tenders, the rights and obligations of the Contracting Authority and the tenderers shall relate to the new deadlines arising from the extended deadline for the submission of tenders.

#### 14. Tender permissibility

A permissible tender is a tender submitted by a tenderer for which there are no grounds for exclusion and which complies with the conditions required for participation, whose tender meets the needs and requirements of the Contracting Authority set out in technical specifications and in the documentation relating to the award of a public contract, which has arrived in a timely manner, for which no illegal negotiations or corruption has been proven, and which was not estimated by the Contracting Authority as being unusually low and the price of which does not exceed the allocated resources of the Contracting Authority.

The Contracting Authority reserves the right to verify the authenticity of all data. If the Contracting Authority is unable to verify the data, they shall not take it into account.

#### 15. Permissible supplementations to the tender, calculation errors

If the information or documentation that the tenderer must submit is or seems to be incomplete or incorrect or if individual documents are missing, the Contracting Authority shall require that the tenderer submits the missing documents within a suitable deadline or to amend, correct, or clarify suitable information or documentation, provided that such a requirement is in full compliance with the principles of equal treatment and transparency. The Contracting Authority shall request that the tenderer amend, correct, or change its tender only in cases when a certain fact cannot be verified by the Contracting Authority itself. The submission of a missing document or an amendment, correction, or clarification of information or documentation can only refer to the elements of the tender, the existence of which can be objectively verified prior to the expiration of the deadline set forth for the submission of the tender. If a tenderer fails to submit a missing document or to amend, correct, or clarify particular information or documentation, the Contracting Authority shall exclude that tenderer.

When a correction or amendment of an evident mistake does not result in a proposal for a new tender due to the correction or amendment mentioned beforehand, the tenderer must not amend or correct the following:

- price per unit excluding VAT, item price excluding VAT, total tender value excluding VAT, unless the total value changes regarding criteria in accordance with paragraph seven of Article 89 of the ZJN-3 and the tender;
- the part of the tender relating to technical specifications of the subject of the public contract;
- the elements of the tender that result or could result in a different ranking with respect to the other tenders which the Contracting Authority received in the public procurement procedure.

Irrespective of the previous paragraph, only the Contracting Authority may, upon written consent from the tenderer, correct calculation errors discovered upon the review and evaluation of tenders. In doing so, the quantity and price per unit excluding VAT shall not be changed. If during review and evaluation of tenders it is established that there was a calculation error made by the tenderer due to an incorrect pre-set mathematical operation, the Contracting Authority may correct the calculation error upon the tenderer's written consent by taking into account the price per unit excluding VAT and quantities offered by the tenderer, and calculate the tender value using the correct mathematical operation. Regardless of the preceding paragraph, the Contracting Authority may correct an incorrectly entered VAT rate upon the tenderer's written consent.

## 16. Providing misleading data

The Contracting Authority shall submit a proposal at the National Review Commission for the introduction of offence proceedings:

- in the event that the Contracting Authority finds justified grounds for suspicion that the tenderer submitted a false statement in the public procurement procedure or a counterfeit or modified document claiming it to be a true document pursuant to paragraph eleven of Article 89 of the ZJN-3,
- if the main contractor fails to act in accordance with Article 94 of the ZJN-3.

## 17. Cost of tendering

The tenderer shall bear all costs related to the preparation and submission of the tender. The Contracting Authority shall in no event be held responsible for any damage that might be incurred due to such costs, regardless of the course of the procedures related to the public contract and the final selection of tenderer.

## 18. Payment terms

The deadline for payment shall be 30 days from the receipt of a correctly issued invoice. The contractor shall submit the invoice for services rendered to the Contracting Authority within 8 days after the Contracting Authority approves the report after each implemented flight of advertising, according to the schedule defined in Section IV. BASIC FRAMEWORK FOR PREPARING AND IMPLEMENTING THE PUBLIC CONTRACT, 3. Schedule for the implementation of the public contract, whereby the following reporting deadlines shall be observed:

1. the selected tenderer is obliged to issue a report within 3 working days after the completion of each flight of advertising (e.g. after the first 30 days of advertising) and a final report for all advertising in 2017;
2. the Contracting Authority reviews and confirms the report within 3 working days of the receipt of each report, or rejects it with a request for supplementation. If amendments or further clarifications are needed, the Contracting Authority shall as soon as possible request the selected contractor to review them within the deadline for review and the contractor must respond within 3 working days from the receipt of the request for supplementation.

The reports may be submitted for review by e-mail for faster correspondence, while the final version of the successive (final) report after the approval must be submitted on paper to the Contracting Authority's address and be signed by the responsible project manager and authorised representative of the contractor, including a stamp.

## 19. Price

The estimated value of the public contract is €2,475,409.84 exclusive of VAT or €3,020,000.00 with 22% VAT. All digital media buying activities in 2017 shall be adjusted to the financial plan arising from Appendix 1: Financial Breakdown of Digital Media Buying in 2017 and to the schedule provided in Point IV. BASIC FRAMEWORK FOR PREPARING AND IMPLEMENTING THE PUBLIC CONTRACT, 3. The Schedule for the Implementation of the Public Contract shall not exceed €2,475,409.84 excl. VAT. Downward deviations shall be permitted up to a maximum of 0.1% of the value by individual country or groups of countries per individual medium for the entire duration of digital media buying in 2017.

The budget for the implementation of digital media buying in 2017 includes the actual purchase of advertising space, technical ad serving and other handling costs of the selected contractor for the implementation of this public contract, including all taxes and fees.

## 20. Abnormally Low Offers

If the Contracting Authority finds that, for a specific contract and considering its requirements, the tender is unusually low compared to market prices or that there is doubt regarding the possibility of fulfilling the contract, the Contracting Authority shall verify whether it is unusually low and it shall request that the tenderer clarify the price and the costs in the tender. The Contracting Authority shall also verify whether a tender is abnormally low in the event that the tender value is more than 50% lower than the average value of tenders submitted in a timely manner and more than 20% lower than the tender that is next in line for consideration, but only in the event that it has received at least four tenders submitted in a timely manner. When the Contracting Authority examines the permissibility of all tenders during the public procurement procedure, it shall verify pursuant to the preceding sentence whether a particular tender is abnormally low with respect to permissible tenders.

Before it excludes an abnormally low tender, the Contracting Authority shall request the tenderer in written form to submit detailed information and substantiation of the elements of the tender which are deemed to be of key importance for the execution of the public contract or which have an impact on the classification of tenders.

The Contracting Authority shall assess the clarifications by consulting with the tenderer. It shall reject a tender only if the submitted supporting documentation fails to sufficiently clarify the low levels of the proposed price or costs, whereby the elements arising from the preceding paragraph shall be taken into consideration.

If the Contracting Authority finds that the tender is unusually low because it is not in accordance with the valid obligations referred to in paragraph two of Article 3 of the ZJN-3, the Contracting Authority shall reject it.

## 21. Criteria for Contractor Selection

The criteria for contractor selection are as follows:

Ref. no.	Criterion	Share of the criterion in the total score (in %)
T1	Average CPM price for ads on web portals	40
T2	Minimum number of views for advertising on Facebook	5
T3	Minimum number of clicks for advertising on Facebook	10
T4	Minimum number of views for advertising on YouTube	5
T5	Minimum number of clicks for advertising on Instagram	5
T6	Minimum number of clicks for advertising on VKontakte	2
T7	Minimum number of views for advertising on LinkedIn	2
T8	Minimum number of clicks for search advertising	6
T9	Minimum number of clicks for native advertising	10
T10	Minimum number of views for programmatic video advertising	15
	<b>TOTAL</b>	<b>100</b>

The tenderer shall include in Form No 11: Pro Forma Invoice the tender which is also an individual criterion as per this public contract. Individual criteria are described below in more detail.

### 21.1 Average CPM price for ads on web portals

The tenderer shall include in Form No 11: Pro Forma Invoice the CPM prices for the required selection of ad formats for each of the required portals and for each required country or group of countries. Since different ad formats are available in different countries or groups of countries, the Contracting Authority has verified their existence and purchasing possibilities for each individual medium. The CPM price shall include the adserving costs, in addition to the price for purchasing advertising space (adserving). The countries or groups of countries where advertising shall take place and where the tenderer shall ensure advertising are as follows:

- Germany
- Austria
- Italy
- Benelux (Belgium, the Netherlands)
- United Kingdom
- Russia
- Hungary
- France and Switzerland
- Nordic countries (Denmark, Sweden, and Finland)
- The Czech Republic
- China

Each country or group of countries has its own selection of web portals specified by the Contracting Authority and for which the tenderer shall indicate the CPM prices for the required ad formats. For example, for Germany, CPM prices should be entered for the following portals: spiegel.de, suddeutsche.de, tripadvisor.de, and bergfex.de; and for Italy: Repubblica.it, Corriere.it, tripadvisor.it, and bergfex.it etc. Fixed budgets are anticipated for individual countries or groups of countries.

The tenderer shall enter in Form No 11: Pro Forma Invoice and in the Excel tables enclosed to Form No 11 prices excl. VAT. The prices that the tenderer provided in Form No 11: Pro Forma Invoice and its enclosures are fixed and may not change during the implementation of the subject of this public contract.

The tenderer that offers the lowest average price exclusive of VAT for the required ad formats within the average of all required formats, all web portals and within the average of all countries or groups of countries, according to this criterion, shall receive 40 points. Other tenderers shall receive a proportionately lower number of points, i.e. in accordance with the formula below:

$$T_{\text{tenderer A}} = 40 \times (O_{\text{min}}/O_{\text{ponA}})$$

- $T_{\text{tenderer A}}$  = final number of points based on the criterion of the average CPM for ad formats within the average of all countries or groups of countries.
- $O_{\text{min}}$  = lowest average CPM for ads within the average of all countries or groups of countries of all the tenders received.
- $O_{\text{pon A}}$  = tenderer's average CPM for ads within the average of all countries or groups of countries.

Detailed instructions on completing the Excel tables are in the Instructions on Completing the Excel Table, enclosure with Form No 11: Pro Forma Invoice.

#### 21.2 Minimum number of views for video advertising on Facebook

The tenderer shall include in Form No 11: Pro Forma Invoice the number of views for Facebook advertising, which consists of video ads, which are charged per 10 seconds, according to the CPV price model, for each of the required countries or groups of countries. Fixed budgets are anticipated for individual countries or groups of countries and for each ad type. The tenderer must enter the number of offered clicks in the table, as requested on Form No 11. All offered numbers of views shall be fixed for the entire duration of the validity of the tenderer's pro forma invoice and may not be changed during the implementation of the subject of this public contract.

The countries or groups of countries where advertising is to take place and where the tenderer is to ensure advertising are as follows:

- Germany
- Austria
- Italy
- the Benelux group (the Netherlands, Belgium, Luxembourg)

- United Kingdom and Ireland
- Hungary
- France and Switzerland
- Nordic countries (Denmark, Sweden, and Finland)
- The Czech Republic and Poland
- Spain
- USA and Canada

The tenderer that offers the highest minimum number of views for advertising on Facebook within the average of all countries or groups of countries shall receive 5 points according to this criterion. Other tenderers shall receive a proportionately lower number of points, i.e. in accordance with the formula below:

$$T_{\text{tenderer } n} = 5 \times (O_{\text{PON } A} / O_{\text{MAX}})$$

- $T_{\text{tenderer } n}$  = final number of points received on the basis of the criterion of the minimum number of views for advertising on Facebook, whereby it applies that {tenderer = 1, 2, 3, ..., n}.
- $O_{\text{MAX}}$  = highest minimum number of views for Facebook ads within the average of all countries or groups of countries among all received tenders.
- $O_{\text{PON}}$  = tenderer's minimum number of views for Facebook ads within the average of all countries or groups of countries among all received tenders.

Detailed instructions on completing the Excel tables are in the Instructions on Completing the Excel Table, enclosure to Form No 11: Pro Forma Invoice.

### 21.3 Minimum number of views and clicks for advertising on Facebook

The tenderer shall include in Form No 11: Pro Forma Invoice the number of clicks for Facebook advertising, which consists of:

- canvas ads according to the cost per click (CPC) pricing model,
- so-called carousel ads according to the cost per click (CPC) pricing model and
- so-called Page Like ads according to the cost per click (CPC) pricing model,

for each required country or group of countries. Fixed budgets are anticipated for individual countries or groups of countries and for each ad type. The tenderer must enter the number of offered clicks in the table, as requested on Form No 11. All offered clicks shall be fixed for the entire duration of the validity of the tenderer's pro forma invoice and may not be changed during the implementation of the subject of this public contract.

The countries or groups of countries where advertising is to take place and where the tenderer is to ensure advertising are as follows:

- Germany
- Austria
- Italy

- the Benelux group (the Netherlands, Belgium, Luxembourg)
- United Kingdom and Ireland
- Hungary
- France and Switzerland
- Nordic countries (Denmark, Sweden, and Finland)
- The Czech Republic and Poland
- Spain
- USA and Canada

The tenderer that offers the highest minimum number of clicks for Facebook advertising within the average of all countries or groups of countries shall receive 10 points according to this criterion. Other tenderers shall receive a proportionately lower number of points, i.e. in accordance with the formula below:

$$T_{\text{tenderer } n} = 10 \times (O_{\text{PON: A + B + C}} / O_{\text{MAX: A + B + C}})$$

- $T_{\text{tenderer } n}$  = final number of points received on the basis of the criterion of the minimum number of clicks for advertising on Facebook, whereby it applies that {tenderer = 1, 2, 3, ..., n}.
- $O_{\text{MAX: A + B + C}}$  = highest minimum number of clicks for Facebook ads within the average of all countries or groups of countries among all received tenders.
- $O_{\text{PON: A + B + C}}$  = tenderer's minimum number of clicks for Facebook ads within the average of all countries or groups of countries among all received tenders.

Detailed instructions on completing the Excel tables are in the Instructions on Completing the Excel Table, enclosure to Form No 11: Pro Forma Invoice.

#### 21.4 Minimum number of views for advertising on YouTube

The tenderer shall include in Form No 11: Pro Forma Invoice the number of views for YouTube advertising, which consists of the so-called True View ads, which are charged according to the CPV price model, for each of the required countries or groups of countries. Fixed budgets are anticipated for individual countries or groups of countries. The tenderer must enter the number of offered clicks in the table, as requested on Form No 11. All offered numbers of views shall be fixed for the entire duration of the validity of the tenderer's pro forma invoice and may not be changed during the implementation of the subject of this public contract.

The countries or groups of countries where advertising is to take place and where the tenderer is to ensure advertising are as follows:

- Germany
- Austria
- Italy
- the Benelux group (the Netherlands, Belgium, Luxembourg)
- United Kingdom and Ireland



The tenderer that offers the highest minimum number of views for advertising on YouTube within the average of all countries or groups of countries shall receive 5 points according to this criterion. Other tenderers shall receive a proportionately lower number of points, i.e. in accordance with the formula below:

$$T_{\text{tenderer } n} = 5 \times (O_{\text{PON A}} / O_{\text{MAX}})$$

- $T_{\text{tenderer } n}$  = final number of points received on the basis of the criterion of the minimum number of views for advertising on YouTube, whereby it applies that {tenderer = 1, 2, 3, ..., n}.
- $O_{\text{MAX}}$  = highest minimum number of views for YouTube ads within the average of all countries or groups of countries among all received tenders.
- $O_{\text{PON A}}$  = tenderer's minimum number of views for YouTube ads within the average of all countries or groups of countries among all received tenders.

Detailed instructions on completing the Excel tables are in the Instructions on Completing the Excel Table, enclosure to Form No 11: Pro Forma Invoice.

#### 21.5 Minimum number of clicks for advertising on Instagram

The tenderer shall include in Form No 11: Pro Forma Invoice the minimum number of clicks for advertising on Instagram for each required country or a group of countries. Fixed budgets are anticipated for individual countries or groups of countries. The tenderer must enter the number of offered video views as per CPC or Cost per Click, as requested on Form No 11. The offered number of views shall be fixed for the entire duration of the validity of the tenderer's pro forma invoice and may not be changed during the implementation of the subject of this public contract.

The countries or groups of countries where advertising shall take place and where the tenderer shall ensure advertising are as follows:

- Germany
- Austria
- Italy
- the Benelux group (the Netherlands, Belgium, Luxembourg)
- UK, Ireland,
- Hungary
- France and Switzerland
- Nordic countries (Denmark, Sweden, and Finland)
- The Czech Republic and Poland
- Spain
- USA and Canada

The tenderer that offers the highest minimum number of clicks for advertising on Instagram within the average of all countries or groups of countries shall receive 5 points according to this criterion. Other tenderers shall receive a proportionately lower number of points, i.e. in accordance with the formula below:

$$T5_{\text{tenderer } n} = 5 \times (O_{\text{PON } A} / O_{\text{MAX}})$$

- $T_{\text{tenderer } n}$  = final number of points received on the basis of the criterion of the minimum number of clicks for advertising on Instagram, whereby it applies that {tenderer = 1, 2, 3, ..., n}.
- $O_{\text{MAX}}$  = highest minimum number of views for Instagram ads within the average of all countries or groups of countries among all received tenders.
- $O_{\text{PON } A}$  = tenderer's minimum number of views for Instagram ads within the average of all countries or groups of countries among all received tenders.

Detailed instructions on completing the Excel tables are in the Instructions on Completing the Excel Table, enclosure to Form No 11: Pro Forma Invoice.

#### 21.6 Minimum number of clicks for advertising on VKontakte

The tenderer shall include in Form No 11: Pro Forma Invoice the number of clicks for advertising on the VKontakte social network (hereinafter: VK) for the Russian market. All offered clicks shall be fixed for the entire duration of the validity of the tenderer's pro forma invoice and may not be changed during the implementation of the subject of this public contract.

The tenderer that offers the highest minimum number of clicks for advertising on VK shall receive 2 points according to this criterion. Other tenderers shall receive a proportionately lower number of points, i.e. in accordance with the formula below:

$$T6_{\text{tenderer } n} = 2 \times (O_{\text{PON}} / O_{\text{MAX}})$$

- $T_{\text{tenderer } n}$  = final number of points received on the basis of the criterion of the minimum number of clicks for advertising on VK, whereby it applies that {tenderer = 1, 2, 3, ..., n}.
- $O_{\text{MAX}}$  = highest minimum number of clicks on VK among all tenders received.
- $O_{\text{PON}}$  = tenderer's minimum number of clicks on VK among all tenders received.

Detailed instructions on completing the Excel tables are in the Instructions on Completing the Excel Table, enclosure to Form No 11: Pro Forma Invoice.

#### 21.7 Minimum number of views for advertising on LinkedIn

The tenderer shall include in Form No 11: Pro Forma Invoice the number of views of sponsored content/news for advertising on the social network LinkedIn. All offered numbers of views of sponsored content shall be fixed for the entire duration of the validity of the tenderer's pro forma invoice and may not be changed during the implementation of the subject of this public contract.

The countries or groups of countries where advertising is to take place and where the tenderer is to ensure advertising are as follows:

- Germany
- Austria
- Italy

- United Kingdom and Ireland

The tenderer that offers the highest minimum number of views of sponsored content/news for advertising on LinkedIn within the average of all countries or groups of countries shall receive 2 points according to this criterion. Other tenderers shall receive a proportionately lower number of points, i.e. in accordance with the formula below:

$$T_{\text{tenderer } n} = 2 \times (O_{\text{PON A}} / O_{\text{MAX}})$$

- $T_{\text{tenderer } n}$  = final number of points received on the basis of the criterion of the minimum number of views of sponsored content/news for advertising on LinkedIn, whereby it applies that {tenderer = 1, 2, 3, ..., n}.
- $O_{\text{MAX}}$  = highest minimum number of views of sponsored content/news on LinkedIn, among all tenders received.
- $O_{\text{PON A}}$  = tenderer's minimum number of views of sponsored content/news on LinkedIn, among all tenders received.

Detailed instructions on completing the Excel tables are in the Instructions on Completing the Excel Table, enclosure to Form No 11: Pro Forma Invoice.

#### 21.8 Minimum number of clicks for search advertising

The tenderer shall include in Form No 11: Pro Forma Invoice the minimum number of clicks leading to [www.slovenia.info](http://www.slovenia.info) or other websites determined by the Contracting Authority within search advertising for all countries or groups of countries. All offered clicks shall be fixed for the entire duration of the validity of the tenderer's pro forma invoice and may not be changed during the implementation of the subject of this public contract. In addition to the actual purchasing of advertising space, the offered number of clicks must include the costs of ad serving and advertising optimisation. Fixed budgets are anticipated for individual countries or groups of countries.

The countries or groups of countries where advertising is to take place and where the tenderer is to ensure advertising via Google are as follows:

- Germany
- Austria
- Italy
- The Benelux group (the Netherlands, Belgium, Luxembourg)
- United Kingdom and Ireland
- Hungary
- France and Switzerland
- Nordic countries (Denmark, Sweden, and Finland)
- The Czech Republic and Poland

Search advertising via Yandex is implemented in the Russian market only.

The tenderer that offers the highest minimum number of clicks for search advertising within the average of all countries or groups of countries shall receive 6 points according to this criterion. Other tenderers shall receive a proportionately lower number of points, i.e. in accordance with the formula below:

$$T_{\text{tenderer } n} = 6 \times (O_{\text{PON A}} / O_{\text{MAX}})$$

- $T_{\text{tenderer } n}$  = final number of points received on the basis of the criterion of the minimum number of clicks for search advertising, whereby it applies that {tenderer = 1, 2, 3, .... n}.
- $O_{\text{MAX}}$  = highest minimum number of clicks for search advertising within the average of all countries or groups of countries among all received tenders.
- $O_{\text{PON A}}$  = tenderer's minimum number of clicks for search advertising within the average of all countries or groups of countries among all received tenders.

Detailed instructions on completing the Excel tables are in the Instructions on Completing the Excel Table, enclosure to Form No 11: Pro Forma Invoice.

#### 21.9 Minimum number of clicks for native advertising

The tenderer shall include in Form No 11: Pro Forma Invoice include the average number of clicks leading to [www.slovenia.info](http://www.slovenia.info) or other websites determined by the Contracting Authority within native advertising in the Outbrain network for all countries or groups of countries. All offered clicks shall be fixed for the entire duration of the validity of the tenderer's pro forma invoice and may not be changed during the implementation of the subject of this public contract. In addition to the actual purchasing of advertising space, the offered number of clicks must include the costs of ad serving and advertising optimisation. Fixed budgets are anticipated for individual countries or groups of countries.

The countries or groups of countries where native advertising is to take place are as follows:

- Germany
- Austria
- Italy
- United Kingdom and Ireland

The tenderer that offers the highest minimum number of clicks for native advertising within the average of all countries or groups of countries shall receive 10 points according to this criterion. Other tenderers shall receive a proportionately lower number of points, i.e. in accordance with the formula below:

$$T_{\text{tenderer } n} = 10 \times (O_{\text{PON A}} / O_{\text{MAX}})$$

- $T_{\text{tenderer } n}$  = final number of points received on the basis of the criterion of the minimum number of clicks for native advertising, whereby it applies that {tenderer = 1, 2, 3, .... n}.
- $O_{\text{MAX}}$  = highest minimum number of clicks for native advertising within the average of all countries or groups of countries among all received tenders.
- $O_{\text{PON A}}$  = tenderer's minimum number of clicks for native advertising within the average of all countries or groups of countries among all received tenders.

Detailed instructions on completing the Excel tables are in the Instructions on Completing the Excel Table, enclosure to Form No 11: Pro Forma Invoice.

21.10 Minimum number of views for programmatic video advertising

The tenderer shall include in Form No 11: Pro Forma Invoice the minimum number of video views for programmatic video advertising for each required country or a group of countries. Fixed budgets are anticipated for individual countries or groups of countries. The tenderer must enter the number of offered video views in the table, as requested on Form No 11. The offered number of views shall be fixed for the entire duration of the validity of the tenderer's pro forma invoice and may not be changed during the implementation of the subject of this public contract.

The countries or groups of countries where advertising is to take place and where the tenderer is to ensure advertising are as follows:

- Germany
- Austria
- Italy
- the Benelux group (the Netherlands, Belgium, Luxembourg)
- UK, Ireland
- Hungary
- France and Switzerland
- Nordic countries (Denmark, Sweden, and Finland)
- The Czech Republic and Poland
- Spain
- USA and Canada

The tenderer that offers the highest minimum number of views for programmatic video advertising within the average of all countries or groups of countries shall receive 15 points according to this criterion. Other tenderers shall receive a proportionately lower number of points, i.e. in accordance with the formula below:

$$T_{10_{\text{tenderer } n}} = 15 \times (O_{\text{PON A}} / O_{\text{MAX}})$$

- $T_{\text{tenderer } n}$  = final number of points received on the basis of the criterion of the minimum number of views for programmatic video advertising, whereby it applies that {tenderer = 1, 2, 3, ..., n}.
- $O_{\text{MAX}}$  = highest minimum number of views for programmatic video advertising within the average of all countries or groups of countries among all received tenders.
- $O_{\text{PON A}}$  = tenderer's minimum number of views for programmatic video advertising within the average of all countries or groups of countries among all received tenders.

Detailed instructions on completing the Excel tables are in the Instructions on Completing the Excel Table, enclosure to Form No 11: Pro Forma Invoice.

## 22. Joint assessment of tenders

The economically most advantageous tender may be awarded a maximum of 100 points. The Contracting Authority shall convert the tender price or the number of views or clicks to two decimals for the criteria T1–T10 by rounding up the values of points reaching or exceeding five thousandth of a point, while in other cases they shall remain unchanged (e.g. the value 2.236 shall be rounded to 2.24, the value 3.452 to 3.45).

The total number of points for an individual tender is the sum of the final number of points received under all criteria for an individual tenderer or as follows:  **$T_{\text{tenderer total}} = T1 + T2 + T3 + T4 + T5 + T6 + T7 + T8 + T9 + T10$** .

The tenderer with the highest total number of points shall be selected as the economically most favourable contractor for the entire public contract, Digital media buying in 2017, in all countries or groups of countries.

If two or more tenderers receive the same score, the tenderer with the highest number of points under the “Average CPM price for ads on web portals” criterion shall be selected. If two or more tenderers receive the same number of points also under the “Average CPM price for ads on web portals” criterion, the tenderer with the highest number of points under the “Minimum number of views and clicks for advertising on Facebook” criterion shall be selected.

## 23. Contract

When preparing their tender, the tenderer shall also take into account all obligations arising from the contract sample which is represented in an annex to this Tender Dossier. The tenderer shall initial each page of the sample contract, whereby it confirms that it agrees with the text thereof.

The selected tenderer shall receive a contract for signing, the content of which shall be identical to that of the contract sample. It shall be supplemented only with the data from the tender. The Contracting Authority shall not permit the selected tenderer to change the contractual provisions. If the tenderer fails to return a signed contract within 5 working days from the receipt of the contract, it shall be deemed to have withdrawn from the tender.

The Contracting Authority shall deem a withdrawal from the contract as a negative reference within the following three years, regardless of the grounds for withdrawal from the tender. The Contracting Authority shall separately charge the damage that it incurred due to the selected tenderer's failure to fulfil its contractual obligations or its withdrawal from the contract.

## 24. Data confidentiality

The Contracting Authority shall not disclose any information that the tenderer submits and labels as a trade secret, as stipulated in the act governing companies, provided that this or any other act does not stipulate otherwise. The Contracting Authority shall ensure the protection of the data that is pursuant to the provisions of the act governing personal data protection and classified data protection, personal or classified information.

Regardless of the preceding paragraph, the public information consists of the specifications of the tendered services and quantities arising from this specification, price per unit, value of individual item and the total tender value as well as all the information which influenced the classification of the tender within the context of other criteria.

All documents related to the awarding of a public contract shall be made public after the decision on the award of the public contract has been finalised, provided that they do not contain trade secrets, classified and personal data. Prior to this date, the provisions of the act governing the access to public information shall not apply.

## 25. Staying the procedure, rejection, withdrawal

The Contracting Authority may stay the procedure for awarding a public contract at any time prior to the deadline for the submission of tenders. The Contracting Authority may reject all tenders in any phase of the procedure following the deadline for the opening of tenders. After the decision on the awarding of a public contract becomes final, the Contracting Authority may, in the period prior to signing a public contract, withdraw from performing a public contract. The Contracting Authority shall publish its decision on staying the procedure for awarding a public contract or rejecting all tenders or withdrawing from the implementation of the public contract on the Public Procurement Portal.

The Contracting Authority shall not be liable for any damage or loss that the tenderers may incur on account of the staying of the procedure or rejection of all tenders, nor shall it be liable for any damage or loss to the selected tenderer on account of the contract not being concluded.

The Contracting Authority may, in the period until the decision on the awarding of a public contract becomes final, alter its decision on its own initiative and adopt a new decision, replacing the previous one with a view to eliminate the illegality of the preliminary determination of the merits.

## 26. Failure to meet contractual obligations

The Contracting Authority reserves the right to terminate the contract concluded with a supplier that is in breach of the contractual provisions. The Contracting Authority shall disable the participation of such a supplier in other public contracts of the Contracting Authority for the next three years.

## 27. Legal protection

A tenderer may file an application for audit pursuant to the provisions of Article 25 of the Legal Protection in Public Procurement Procedures Act (Official Gazette of the Republic of Slovenia [Uradni list RS], nos. 43/11, 60/11-ZTP-D, and 63/13 – ZPVPJN).

The applicant shall file the application for audit in writing directly with the Contracting Authority, while it shall simultaneously send a copy of the application to the ministry responsible for public procurement. The application for review must be filed by registered post, registered post with proof of receipt or in electronic format provided that the electronic signature is certified with a qualified certificate. The application shall contain all the elements stipulated by the first paragraph of Article 15 of the ZPVPJN.

The applicant filing the application for audit shall also append to the application a receipt certifying the payment of the fee. When the application for audit refers to the content of the publication, the Invitation to Tender or Tender Dossier, the fee shall amount to:

- €1,500 if the subjects of the public contract are goods or services and the public contract is awarded pursuant to the low-value contract award procedure;
- €2,500 if the subject of the public contract is construction awarded pursuant to the low-value contract award procedure;
- €3,500 if the subjects of the contract are goods or services awarded under an open procedure, limited procedure, competitive negotiated procedure, negotiated procedure without prior publication, or competitive dialogue;
- €7,000 if the subject of the contract is construction awarded under an open procedure, limited procedure, competitive negotiated procedure, negotiated procedure without prior publication, or competitive dialogue.

In all other cases, the fee shall amount to two per cent of the economically most favourable and permissible tender (inclusive of VAT) for a lot or public contract but not less than €500 and not more than €25,000. If the application for audit is filed before the opening of tenders, the fee under this paragraph shall be calculated based on an estimated value of the lot or public contract.

Notwithstanding the previous two paragraphs under this point, the fee shall amount to €1,000 if the application for audit refers to:

- individual contracts on the basis of a framework agreement,
- individual contracts within a dynamic purchasing system or
- an open competition.

The number of the transaction account of the Ministry of Finance is: SI56 0110 0100 0358 802, held with the Bank of Slovenia, Slovenska 35, 1505 Ljubljana, Slovenia.

When paying the fee, the reference number must always be provided to the approval number according to model 11.

1. model (11)
2. P1: code of the budget user (16110 – Ministry of Finance)
3. P2: sub-account number with a control number (7111290)
4. P3: consecutive number of the publication on the single information portal or a reference number of the account or other document from the Tender Dossier (6 digits + 2 digits for the year)

A hyphen is mandatory between fields P1 and P2 and between fields P2 and P3.

The Contracting Authority shall dismiss an application that does not have a receipt certifying the payment of the fee attached and applications where the receipt is attached but the fee is incorrect pursuant to the provision of the third paragraph of Article 26 of the ZPVPJN.



## 28. Insurance for seriousness of the bid

A tenderer shall (irrespective of the value of the tender) attach as a form of tender bond:

- a bank guarantee in the amount of €50,000.00 exclusive of VAT, or
- a suretyship insurance at an insurance company in the amount of €50,000.00 exclusive of VAT.

If a tenderer fails to submit a tender bond, the tender shall be excluded. The bank guarantee or suretyship insurance at an insurance company as a form of tender bond must be valid up to, and including, 30 June 2017, or until the signing of the contract with the selected tenderer for this public contract.

If the selected tenderer does not conclude a contract with the Contracting Authority or fails to meet other additional conditions irrespective of the reason, unless the reason is on the part of the Contracting Authority, the Contracting Authority shall call on the bank guarantee or suretyship insurance at an insurance company as a form of tender bond.

The Contracting Authority will redeem the tender bond in the following cases:

- if the tenderer withdraws the tender after the deadline for submitting tenders expires,
- if the tenderer who has been notified by the client on the acceptance of his tender within the validity period of the tender:
  - fails to fulfil or rejects the signing of the contract, or
  - fails to submit or refuses to submit the bank performance bond.

A tenderer must submit a bank guarantee or suretyship insurance as a form of tender bond whose content complies with the sample in Form No 6.

## 29. Performance bond

The selected tenderer shall submit an original bank guarantee or suretyship insurance at an insurance company as a form of performance bond, irrespective of the value of the tender, no later than ten days after the conclusion of the contract with the Contracting Authority, namely, in the amount of €120,000.00 exclusive of VAT. Submission of this insurance shall be a condition for the validity of the contract.

The performance bond shall be valid until 31 December 2017.

The contracting authority shall call on the performance bond in the following cases:

- if the contractual obligations are not performed in a timely and correct manner or if the contractor ceases to perform them unilaterally, and
- if the contract is terminated at the fault of the contractor.

If a tenderer fails to submit the required performance bond or if it submits a different type of financial insurance than envisaged in this Tender Dossier, it shall be deemed that the tenderer withdrew or modified the tender during the period of its validity as stated in the tender.

## II. QUALITATIVE SELECTION

The Contracting Authority shall, pursuant to Article 75 of the ZJN-3, exclude from the participation in the public procurement procedure the tenderer concerning which it finds grounds for disqualification. Such grounds include:

- Reasons related to criminal convictions,
- Reasons related to non-payment of taxes or social security contributions,
- Reasons related to insolvency, conflict of interest, or violation of professional rules,
- National reasons for exclusion.

The Contracting Authority shall exclude from the public procurement procedure the tenderer that fails to meet the conditions for participation related to:

- Capability to pursue a professional activity,
- Economic and financial capacity,
- Technical and professional competence.

The Contracting Authority shall, in replacement of certificates issued by public authorities or third parties, accept the European Single Procurement Document (ESPD). If a tenderer uses the capacities of other entities, the ESPD shall also contain the required information concerning the entities the capacities of which the tenderer is using.

The Contracting Authority can request at any point during the procedure that tenderers submit all supporting documentation or a part thereof related to the statements provided in the ESPD.

The Contracting Authority shall request the tenderer to whom it decided to award the public contract to submit the latest supporting documentation proving the fulfilment of all of the conditions stated in the relevant documentation related to the awarding of the public contract. The Contracting Authority shall reserve the right to request tenderers to supplement or clarify the submitted certificates.

A tenderer shall not be obliged to submit supporting documentation or other documents if the Contracting Authority can acquire certificates or other required information for free via direct access to a national information database of any Member State, such as the public procurement national register, electronic register of businesses, electronic system for storing documents or a prequalification system. A tenderer shall also not be obliged to submit supporting documentation if the Contracting Authority already has these documents from previous public procurement procedures or signed framework agreements, and these documents are still valid or include statements from the ESPD.

Information which is maintained in official records and for which no evidence has been provided by the tenderer may be verified by the Contracting Authority in a uniform information system, which represents a database containing data on tenderers and their tenders and which is kept by the ministry

responsible for public procurement, instead of in the official records, provided that the Contracting Authority is demonstrably confirmed in this system by the tenderer.

If the Contracting Authority can obtain the supporting documentation directly from the database, the ESPD shall also include the information that is required for this purpose, in particular the website of the database and identification data.

In the event of a joint tender, grounds for exclusion may not exist regarding any of the partners.

In the event that the tenderer has subcontractors, grounds for exclusion may not exist regarding any of the subcontractors.

In the event that the tenderer uses the capacities of other entities, grounds for exclusion may not exist regarding any of the other entities.

Unless this Tender Dossier provides otherwise for individual supporting documents, copies of supporting documents may be submitted. If the Contracting Authority subsequently requests an original document or supporting document, the tenderer shall submit it within the deadline set by the Contracting Authority, or the Contracting Authority shall otherwise exclude its tender from the procedure for the award of the public contract. Supporting documents shall reflect the actual and relevant legal status of the tenderer.

## 1. Reasons for exclusion

### 1.1. *Reasons relating to criminal convictions*

The Contracting Authority shall exclude a tenderer from participating in the public procurement procedure if through verifying in accordance with Articles 77, 79 and 80 of the ZJN-3, finds, or is otherwise made familiar with, the fact that the tenderer or person acting as member of the Administrative, Management or Supervisory Body of this company or which has authorizations for their representation or decision-making or control thereof was the subject of a final judgement that has elements of crimes, as defined in paragraph one of Article 75 of the ZJN-3.

The above grounds for exclusion have been transposed from Article 57(1) of Directive 2014/24/EU.

<b>PRELIMINARY EVIDENCE: completed ESPD form for all economic operators in the tender</b>
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***EVIDENCE: Extract from the relevant register, such as the court register, or, if this register does not exist, from an equivalent document issued by a competent judicial or administrative authority in the Republic of Slovenia, another Member State or the country of origin or the country where the economic operator has its registered offices, and from which it is apparent that there are no grounds for exclusion.***

### 1.2. *Reasons related to non-payment of taxes or social security contributions*

Contracting authorities shall exclude an economic operator from participation in a procurement procedure where they have established, by verifying in accordance with Articles 77, 79 and 80 of this Article, that the economic operator has not complied with its obligations relating to the payment of compulsory charges or other pecuniary non-tax liabilities under the law governing financial administration, collected by the tax authority in accordance with the regulations of the country in which it is established or with the regulations of the country of the Contracting Authority, where those unpaid overdue liabilities total €50 or more as at the date of the submission of the tender or request. An economic operator shall also be considered not to comply with its obligations as referred to in the preceding sentence if, by the date of the submission of the tender or request, it has not submitted all the withholding tax returns for income from the employment relationship for the period of five years preceding the date of the submission of the tender or request.

The above grounds for exclusion have been transposed from Article 57(2) of Directive 2014/24/EU.

**PRELIMINARY EVIDENCE: completed ESPD form for all economic operators in the tender**

***EVIDENCE: Certificate issued by the competent authority in the Republic of Slovenia, another Member State or third country.***

### *1.3 Reasons related to insolvency, conflict of interest, or violation of professional rules*

#### 1.3.1 Bankruptcy

The Contracting Authority shall exclude from the public procurement procedure the tenderer that is in bankruptcy.

**PRELIMINARY EVIDENCE: completed ESPD form for all economic operators in the tender**

***EVIDENCE: Extract from the relevant register, such as the court register, or, if this register does not exist, from an equivalent document issued by a competent judicial or administrative authority in the Republic of Slovenia, another Member State or the country of origin or the country where the economic operator has its registered offices, and from which it is apparent that there are no grounds for exclusion.***

#### 1.3.2 Insolvency

The Contracting Authority shall exclude a tenderer from the public procurement procedure if an insolvency or compulsory liquidation proceedings have been instituted against it according to the act governing insolvency and compulsory liquidation procedure, or a liquidation procedure according to the act governing companies, or if a proceeding has been instituted against it or a situation with equal legal consequences arose in accordance with the regulations of another state.

**PRELIMINARY EVIDENCE: completed ESPD form for all economic operators in the tender**

***EVIDENCE: Extract from the relevant register, such as the court register, or, if this register does not exist, from an equivalent document issued by a competent judicial or administrative authority in the***

***Republic of Slovenia, another Member State or the country of origin or the country where the economic operator has its registered offices, and from which it is apparent that there are no grounds for exclusion.***

[1.3.3 Conflict of interest due to the participation in the procedure for awarding a public contract](#)

The Contracting Authority shall exclude a tenderer from the public procurement procedure if there is a conflict of interest due to the tenderer's participation in the public procurement procedure.

**PRELIMINARY EVIDENCE: completed ESPD form for all economic operators in the tender**

[1.3.4. Direct or indirect participation in the preparation of this public procurement procedure](#)

The Contracting Authority shall exclude a tenderer from the public procurement procedure if the tenderer participates, directly or indirectly, in the preparation of the public procurement procedure.

**PRELIMINARY EVIDENCE: completed ESPD form for all economic operators in the tender**

[1.3.5. Misrepresentation, concealing information, inability to submit the required documentation, and obtaining confidential information concerning this procedure](#)

The Contracting Authority shall exclude a tenderer from the public procurement procedure if the tenderer misrepresents, conceals information, is unable to submit the required documentation, and obtains confidential information concerning this procedure.

**PRELIMINARY EVIDENCE: completed ESPD form for all economic operators in the tender**

[1.4 National reasons for exclusion](#)

[1.4.1. National regulation - records with negative references](#)

The Contracting Authority shall exclude the tenderer from the public procurement procedure if on the day when the deadline for the submission of tenders or applications expires, the tenderer is excluded from public procurement procedures due to its inclusion in the register of economic operators with negative references.

**PRELIMINARY EVIDENCE: completed ESPD form for all economic operators in the tender**

***EVIDENCE: Insight into the records of economic operators with negative references.***

[1.4.2 National provision – an offence related to payments for work](#)

The Contracting Authority shall exclude a tenderer from the public procurement procedure if in the three years prior to the deadline for the submission of tenders the tenderer was fined twice in accordance with a final decision of the competent authority of the Republic of Slovenia or another Member State or third country due to an offence in relation to payment for work.

**PRELIMINARY EVIDENCE: completed ESPD form for all economic operators in the tender**

**EVIDENCE: Extract from the records of the final decisions on the minor offences kept by the competent authority of the Republic of Slovenia, another Member State or third country.**

## 2. Participation criteria

### 2.1 Suitability

#### 2.1.1. Entry in the register of companies

The tenderer must be entered into relevant registers of companies kept in the Member State where the tenderer has its registered offices.

**PRELIMINARY EVIDENCE: completed ESPD form**

**EVIDENCE: Extract from relevant register of companies.**

### 2.2 Economic and financial capacity

#### 2.2.1 General annual revenue

A tenderer must have a general annual revenue in the total amount of at least €2,500,000 in the financial years of 2014 and 2015 each. General annual revenue shall be the net income from sales.

**PRELIMINARY EVIDENCE: completed ESPD form**

**EVIDENCE: Extract from public records, income (profit and loss) statement. In the event that the tenderer is a foreigner, such tenderer shall submit a copy of its income statement (profit and loss statement).**

#### 2.2.2 Other economic or financial requirements

Over the course of the last six months, as of the deadline for the submission of tenders, the tenderer did not have its accounts frozen.

**PRELIMINARY EVIDENCE: completed ESPD form**

**EVIDENCE: Extract from relevant register.**

### 2.3 Technical and professional competence

#### 2.3.1. Average annual number of employees

In 2014 and 2015, the tenderer had to have an average number of employees of at least 10 (taking into account both employees employed for an unspecified and for a specified time period).

***EVIDENCE: Statement concerning the average annual number of employees.***

2.3.2. Education and professional qualification of the tenderer's expert team

The tenderer shall provide an expert team consisting of 3 experts who have to meet the following criteria:

- **PROJECT MANAGEMENT – 1 expert:**
  1. the appointed expert – project manager – must have 5 years of work experience in managing international projects. Five reference projects of the appointed expert in the function of the project manager are required for the last 5 years<sup>1</sup>, of which the value of one project executed in the last 3 years<sup>2</sup> has to exceed €1 million exclusive of VAT;
  2. the appointed expert – project manager – must further prove their work experience in the field of optimising digital marketing campaigns, of which at least one work experience must be in managing a project within the period of proving work experience included in the provision of the aforementioned reference projects of the last 5 years.
- **MEDIA PLANNING, MANAGEMENT AND OPTIMISATION OF DIGITAL CAMPAIGNS – 1 expert:**
  1. the appointed expert has to prove 3 years of work experience in the field of media planning, management and optimisation of digital campaigns. Five reference projects in the last 3<sup>2</sup> years are required, of which the value of one project has to exceed €1 million exclusive of VAT within the required reference period.
- **MEDIA PLANNING, MANAGEMENT AND OPTIMISATION OF CAMPAIGNS ON SOCIAL NETWORKS – 1 expert,**
  1. the appointed expert has to prove 3 years of work experience in the field of media planning, management and optimisation of digital campaigns on social networks which are also the subject of this public contract. Five reference projects of managing campaigns on social networks in the last 3<sup>2</sup> years are required, of which the value of two projects has to exceed €100,000 exclusive of VAT within the required reference period.

The tenderer is obliged to submit originally validated references of the aforementioned experts for the type and scope of services performed within the required period. If the tenderer fails to meet the required condition on the submission of original certificates on the expert references of the tenderer, the Contracting Authority shall eliminate the tenderer's tender from further procedure.

If the HR structure of the expert team changes during the term of the contract due to unforeseen objective circumstances, the tenderer shall ensure the continuous HR composition of the expert team

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<sup>1</sup> The last 5 years shall be considered the period from 1 March 2012 to the day of the submission of the tender for this public contract. Completed projects shall be valid.

<sup>2</sup> The last 3 years shall be considered the period from 1 March 2014 to the day of the submission of the tender for this public contract. Completed projects shall be valid.



with staff that meet the required conditions from the Tender Dossier. The selected tenderer shall submit evidence of the new member of the expert team meeting the conditions to the Contracting Authority within 7 working days from the date of the change as stated above. The non-fulfilment of the condition by the selected tenderer shall be deemed as the reason for calling on the security – Performance Bond.

References of the tenderer/lead tenderer, tenderers and subcontractors shall be valid.

<b>PRELIMINARY EVIDENCE: completed ESPD form</b>
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***EVIDENCE: A completed Form 9: Expert Team.***



### III. INSTRUCTIONS ON DRAWING UP THE TENDER

The Tender Dossier shall comprise the following documents:

- Form No 1: Tender
- Form No 2: List of Economic Operators Participating in the Tender
- Form No 3: European Single Procurement Document – ESPD
- Form No 4: Authorisation for Acquiring a Certificate from Criminal Records – Legal Entities
- Form No 5: Authorisation for Acquiring a Certificate from Criminal Records – Natural Persons
- Form No 6: Tender Bond Form (Sample)
- Form No 7: Performance Bond Form (Sample)
- Form No 8: Statement on Ownership Relations
- Form No 9: Expert Team
- Form No 10: Reference Confirmation from Individual Contracting Authorities
- Form No 11: Pro Forma Invoice
- Form No 12: Request of a Subcontractor for Direct Payment
- Form No 13: Subcontractor's Consent
- Form No 14: Statement Concerning the Number of Employees
- Form No 15: Sample Contract
- Appendix 1: Financial Breakdown of Digital Media Buying in 2017
- Appendix 2: Sample Report

All tenderers must submit the following documents in their tender:

- **completed Form No 1: Tender**
- **completed Form 2: List of Economic Operators Participating in the Tender (if applicable)**
- **completed Form No 3: European Single Procurement Document – ESPD (for all economic operators in the tender)**
- **Form No 11: Pro Forma Invoice with Appendix of XLS sheets**
- **Tender bond in accordance with Form No 6: Tender Bond Form**

Prior to awarding the public contract, the Contracting Authority shall subsequently, require that the tenderer to whom it decided to award the public contract submit the following suitably completed forms and supporting documentation serving as evidence that they meet all the conditions stated in the Tender Dossier:

- **Form No 4: Authorisation for Acquiring a Certificate from Criminal Records – Legal Entities**
- **Form No 5: Authorisation for Acquiring a Certificate from Criminal Records – Natural Persons**
- **Form No 9: Expert Team**
- **Form No 10: Reference Confirmation from Individual Contracting Authorities**
- **Form No 12: A Request by a Subcontractor to Receive Direct Payment (if a subcontractor requests direct payment)**
- **Form No 13: Subcontractor's Consent (if a subcontractor requests direct payment)**
- **Form No 14: Statement Concerning the Number of Employees**

- **Form No 15: Sample Contract (initialled on every page)**

The Contracting Authority reserves the right to request tenderers to supplement or clarify the submitted certificates.

The Contracting Authority shall request the selected contractor to submit the completed Form No 8: Statement on Ownership Relations, which must be submitted within eight days of receiving the request from the Contracting Authority.

## **IV. BASIC FRAMEWORK FOR PREPARING AND IMPLEMENTING THE PUBLIC CONTRACT**

### **1. Key Starting Points of the Public Contract**

By means of this public contract, the Contracting Authority wishes to implement a uniform digital campaign for the promotion of Slovenia as a tourist destination among end consumers/tourists within its fundamental mission and key programme objectives for 2017. In doing so, the Contracting Authority is pursuing two key objectives:

1. to raise the recognisability and reputation of Slovenia as a tourist destination (i.e. awareness), and
2. increase the possibility that Slovenia will be selected as a preferential tourist destination (i.e. consideration).

For the purpose of implementing this digital campaign, the Contracting Authority's primary target groups generally include:

- families with children: looking for authentic local experiences, looking for a change or a departure from the everyday routine, seeking entertainment for their children, relaxation and rest;
- active people: specialised, thematic and general activities; they enjoy various outdoor activities; however, they are not interested in preserving nature, seeing it merely as a means to acquire personal experience;
- couples and seniors: looking for authentic local experiences, looking for a change or a departure from the everyday routine, relaxation and rest;
- the sustainably active, who care about sustainable activities and search primarily for authenticity and sustainability; take vacations in accord with their usual life-style.

The Contracting Authority shall deliver to the Contractor all of the required ad formats. During the first flight of the digital campaign, the Contracting Authority shall deliver to the selected Contractor all the already existing ad formats from the 2016 digital campaign, and it shall also subsequently deliver all the other missing ad formats to be premiered in 2017.

## 2. Promotion of Web Contents

When implementing the public contract of digital media buying in 2017, the selected contractor shall provide for the concrete promotion of the following web contents:

- primary promotion of the website, [www.slovenia.info](http://www.slovenia.info), and its sub-pages (depending on the content of the e-advertisement and language version);
- Social media:
  - [www.slovenia.info/facebook](http://www.slovenia.info/facebook),
  - [www.slovenia.info/youtube](http://www.slovenia.info/youtube),
  - [www.slovenia.info/linkedin](http://www.slovenia.info/linkedin),
  - [www.slovenia.info/instagram](http://www.slovenia.info/instagram) etc.

The connectivity of ads and the aforementioned web connections falls under the production section of the Contracting Authority's production process. The Contracting Authority is responsible for the suitability of the content on the aforementioned web connections for promotional purposes.

The ads within the digital campaign are being promoted as per different media, individual countries or groups of countries and are defined in more detail in Annex 1: Financial Breakdown of Digital Media Buying in 2017 of the Tender Dossier of this public contract.

## 3. Schedule of Implementation of the Public Contract

After signing the agreement on the implementation of this public contract, the selected contractor shall have up to 5 days to prepare a complete media plan, which must include:

- a framework financial plan for media buying for the entire duration of the digital campaign according to the type of media buying and as per the individual country or group of countries, and the plan for the attainment of results according to individual flights of advertising in 2017, and
- detailed financial and media plans with a specifically planned target reach for the first flight of advertising according to individual media and individual countries or group of countries.

The first day of advertising as per this public contract shall be determined by agreement between the tenderer and the Contracting Authority in accordance with the conditions of this public contract.

Immediately after signing the contract, the Contracting Authority shall undertake to organise a coordination meeting of expert representatives of the Contracting Parties, at which the each of the contractors shall introduce their expert team and, in coordination with the Contracting Authority, determine the details of the performance of the Contract in advance for the entire course of the 2017 digital campaign. The Contracting Authority shall also present the method of campaign coordination and monitoring with supported technology that enables this monitoring (ad servers – the Gemius technology

is also preferred<sup>3</sup>). The Contracting Parties shall also harmonise the final versions of the interim successive report and final reports; the former is attached as a draft in Annex 2 to this Tender Dossier. The digital campaign in 2017 in all the aforementioned countries or groups of countries shall continue until, and including, 15. November 2017, and shall be organised in several flights of advertising divided into units of 30 days, with the exception of the peak of the summer holidays from 17 July 2017 until, and including, 27 August 2017, as follows:

1. first flight of advertising: the first 30 days of the 2017 digital campaign (anticipated in April 2017),
2. second flight of advertising: the next 30 days of the 2017 digital campaign (anticipated in May 2017),
3. third flight of advertising: the next 30 days of the 2017 digital campaign (anticipated in June 2017),
4. fourth flight of advertising: the next 30 days or up to, and including, 17 July 2017 of the 2017 digital campaign,
5. fifth flight of advertising: after the peak of the summer tourist season, the next 30 days of the 2017 digital campaign (anticipated in September 2017),
6. sixth flight of advertising: the next 30 days of the 2017 digital campaign (anticipated in October 2017),
7. the last of advertising: up to, and including, 15 November 2017.

#### 4. Objectives of the Public Contract

The objectives that must be realised by the selected contractor during the digital media buying in 2017 are as follows:

1. the reach of the campaign in terms of unique visitors at a minimum frequency of 3 per individual market shall be a minimum (according to the statistics of the ad server) as per countries/groups of countries (without fixed content packages) as follows:
  - Germany: 1.5 million.
  - Austria: 1.4 million;
  - Italy: 4.5 million;
  - Benelux (the Netherlands, Belgium): 2.5 million;
  - United Kingdom: 0.5 million
  - Russia: 12 million;
  - Hungary: 0.8 million;
  - France and Switzerland: 2.2 million;
  - Denmark, Finland and Sweden: 5.8 million;
  - Czech Republic: 0.8 million;
  - China: 1.5 million.
2. at least 80 million ad impressions (applies to all web and mobile portals with the exception of content packages);
3. from advertising on social networks, there shall be at least:

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<sup>3</sup> The Contracting Authority shall use a marketing automation tool and a programmed API with the Gemius platform, with the objective of integrating and connecting the analytical data of the campaign and its automated monitoring.

- 100.000 new likes on Facebook page, facebook.com/slovenia.info, on the day of completion of the campaign, or the following number of new likes per individual country; Germany (at least 10.000), Austria (at least 8.000), Italy (at least 20.000), Benelux (at least 7.000), UK & Ireland (at least 10.000), USA & Canada (at least 20.000), Hungary (at least 7.000), France & Switzerland (at least 5.000), Nordic countries (at least 5.000), the Czech Republic & Poland (at least 4.000), Spain (at least 6.000);
  - reach of at least 50 million Facebook users who will be reached by Facebook ads by the end of the duration of media buying;
  - at least 3 million video advertisement impressions longer than 3 seconds on YouTube, whereby the average frequency in individual markets is 2.5, and at least 0.5 million video advertisement impressions in each of the aforementioned countries or group of countries;
  - reach of at least 1.5 million Instagram users and at least 10,000 new followers on the instagram page, @feelslovenia, as a result of advertising on Instagram;
  - reach of at least 5 million VK users
  - reach of at least 800,000 LinkedIn users, of which 150,000 in Germany, 30,000 in Austria, 250,000 in Italy and 370,000 in the UK.
4. from advertising on browsers Google and Yandex, there shall be at least 300,000 users (users according to Google Analytics) to the Contracting Authority's website.

## V. SUBJECT OF THE PUBLIC CONTRACT

The subject of the contract is the implementation of all activities of digital media buying in 2017 over the course of the project, i.e. in the prescribed manner and by achieving the required objectives – as defined in detail in the following activities of the public contract:

1. Activity: Purchasing of advertising space and technical ad serving;
2. Activity: Preparing, planning, organising and implementing a successive media plan by countries or the groups of countries included in digital media buying in 2017;
3. Activity: Monitoring of digital media buying in 2017;
4. Activity: Coordination of digital media buying in 2017;
5. Activity: Monthly measurement of effectiveness, drafting of monthly reports and the final report;
6. Activity: Adjusting and optimising digital media buying in 2017.

When carrying out the above activities, it shall also be mandatory for the contractor to observe all the provisions described in the previous Chapter IV. BASIC FRAMEWORK FOR PREPARING AND IMPLEMENTING THE PUBLIC CONTRACT.

### 1. Activity: Purchasing of advertising space and technical ad serving

The purchasing of advertising space includes all advertising formats per individual media, which are foreseen in the Appendix to Form No 11: Pro Forma Invoice, in all countries or groups of countries where digital media buying will be carried out for the entire duration of the media buying in 2017, including:

- the purchasing of advertising space on web portals with content packages,
- the purchasing of advertising space on web portals;
- the purchasing of advertising space on web portals with programmatic video advertising,
- the purchasing of advertising space on web portals with native advertising,
- the purchasing of advertising space on the social networks Facebook, YouTube, Instagram, LinkedIn and VK;
- the purchasing of advertising space (ad serving) in the Google and Yandex search engines (search ads only), and technical ad serving via ad servers.

The tenderer shall enable the setting or limitation of the number of ad impressions per individual user (so-called frequency cap) according to individual channels of media buying, and at the level of an individual portal when purchasing space on web portals.

The tenderer shall provide for ad visibility to be measured on all web portals where advertising takes place, with the exception of social networks and the Google browser.

The tenderer shall provide for advertising on portals with ad formats that comply with the guidelines of the global organisation for online advertising, the IAB (Interactive Advertising Bureau)



<http://www.iab.com/guidelines/iab-display-advertising-guidelines/> (for the purpose of clarity, the names of the advertising formats remain in English and only a few basic ones are listed):

- 300x250
- 300x600
- 160x600
- 900x250
- 980x400
- 240x400
- 620x310
- 100x250
- Wallpaper
- Billboard
- Video (pre-roll)
- Mobile Ad 320x250
- Content Ad
- Halfpage Ad etc.

Detailed descriptions of the aforementioned ad formats and their technical specification can be found at the following websites:

1. For advertising on web portals: <http://www.iab.com/guidelines/iab-display-advertising-guidelines/>. Media buying is implemented with advertisements programmed in html5 format.
2. Facebook advertising:
  - Video views: <https://www.facebook.com/business/ads-guide/video-views/>
  - Page likes: <https://www.facebook.com/business/ads-guide/page-likes/?toggle0=Photo>
  - Carousel ads: <https://www.facebook.com/business/ads-guide/clicks-to-website/carousel/?toggle0=Photo>
  - Canvas ads: <https://www.facebook.com/business/ads-guide/clicks-to-website/canvas/?tab0=mobile-news-feed>
3. YouTube advertising: Video views: <https://support.google.com/youtube/answer/2467968> in <https://support.google.com/partners/answer/6030919?hl=en>
4. Instagram advertising: Picture ads: <https://www.facebook.com/business/ads-guide/brand-awareness/instagram-photo/>
5. VK advertising: Advertisements leading to the Contracting Authority's website (image 90x60px + title (up to 25 characters) + description (up to 60 characters): <http://vk.com/ads>
6. LinkedIn advertising: Sponsored content: <https://business.linkedin.com/marketing-solutions/native-advertising>
7. Native ads through the Outbrain platform: <http://www.outbrain.com/uk/amplify-for-brands>
8. Video advertising via the Teads platform with Landscape ads: <http://teads.tv/teads-outstream-video-formats/>

Within search advertising, the media buying of advertising space is implemented for displaying ads on Google and Yandex browsers; these ads are triggered upon the purchase of individual keywords. Text

ads may be triggered only when matching with the entered purchased keyword in the search engine search box. Keywords with which the [www.Slovenia.info](http://www.Slovenia.info) portal already attains a good organic position (5<sup>th</sup> place or higher on the selected local search engines) are excluded from the advertising campaign unless the cost per click (CPC) per already optimised organic keyword does not exceed €0.05 exclusive of VAT.

All promotional and advertising activities shall be implemented at the level of 'reputation-image advertising' and the promotion of individual tourism providers (hotels, agencies, destinations etc.) is not possible. This special restriction also applies to the preparation of a selection of keywords for advertising. Only the advertising of generic topics and product keywords without naming specific tourism providers is permitted.

All advertising material, the selection of keywords, photographs, video and other material for advertising is provided by the Contracting Authority according to a prior specification of desired materials by the tenderer, as specified in point 4.1 Key Starting Points of the Public Contract.

## 2. Activity: Preparing, planning, organising and implementing a successive media plan

Activity 2 of the relevant public contract includes the preparation, planning, organisation and implementation of a successive media plan by countries or the groups of countries included in digital media buying in 2017. Pursuant to Chapter IV BASIC FRAMEWORK FOR PREPARING AND IMPLEMENTING THE PUBLIC CONTRACT, point 3. Schedule for the implementation of the public contract, the selected Contractor shall prepare a media plan for a 30-day advertising period as per individual flights of advertising. For each flight of advertising within the framework of the successive media plan, the selected contractor shall provide advertising as follows:

1. **Web ads** according to individual countries or groups of countries: all web portals determined by the Contracting Authority must be covered during the entire advertising period; however, not all of them have to be included in each successive media plan. Notwithstanding the above, an individual successive media plan proposed prior to each flight of advertising by the selected contractor shall comprise advertising on at least one (1) web portal specified by the Contracting Authority for an individual country or group of countries. Throughout the entire advertising period, all web portals by individual countries or groups of countries specified by the Contracting Authority must be covered.
2. **Social networks** according to individual countries or groups of countries: all social networks must be included in every successive media plan throughout the entire advertising period.
3. **Search advertising (Google and Yandex)** according to individual countries or groups of countries: all countries where such advertising is anticipated must be included in every successive media plan throughout the entire advertising period.
4. **Video advertising**, according to individual countries or groups of countries: all countries where such advertising is anticipated must be included in every successive media plan throughout the entire advertising period.
5. **Native advertising** according to individual countries or groups of countries: all countries where such advertising is anticipated must be included in every successive media plan throughout the entire advertising period.

6. **Content packages on individual online portals** according to individual countries or groups of countries: all portals according to individual countries determined by the Contracting Authority must be included throughout the entire advertising period.

Advertising in the 1<sup>st</sup> flight will be implemented in selected media, 7 days after signing the contract. Other terms must be applied as stated in the Activities 5: Monthly measurement of effectiveness, preparation of monthly reports and the final report of this Chapter.

### 3. Activity: Monitoring the performance of digital media buying in 2017

The selected contractor shall ensure ongoing monitoring of the effectiveness of the digital media campaign in 2017, and adjust it according to the measurement results and the set objectives; the contractor shall also provide for a comparison of the same effectiveness metrics in all countries where media buying is to take place.

The comparison of digital buying effectiveness between countries must be provided, whereby monthly measurement is required of all the metrics listed below. In the tool for reporting, the contractor shall also prepare monthly reports which include all portals, social networks and other advertising channels according to individual countries. Individual components shall be determined by the Contracting Authority. Furthermore, the Contracting Authority shall use a marketing automation tool and a tool for so-called social listening to monitor the results of digital media buying in 2017.

All ad formats on each selected portal, advertising network, and social network shall be tagged with Google UTM parameters that enable tracking in Google Analytics and in the tool selected for reporting. The contractor shall be obliged to communicate to the Contracting Authority a list of all links tagged with Google UTM parameters with each media plan.

The tenderer shall provide access with a password and username to the Contracting Authority or the contractor authorised by the Contracting Authority to up-to-date statistics of the ad server, all advertising accounts on social networks and the AdWords platform via a separate account for the entire campaign, i.e. 24 hours a day, every day. In this way, the Contracting Authority reserves the right to access current statistics and thus retain control of the entire campaign.

If the tenderer cannot provide the Contracting Authority with access to all key media channels (so-called web and mobile advertising, social networks, GDN and search advertising) via the ad server, additional access to all accounts must be provided by the Contracting Authority.

For Facebook and Instagram advertising purposes, the tenderer shall create a new user account in the Facebook/Instagram advertising system and assign 'manager' status to the Contracting Authority. The tenderer may not use this user account to advertise other contracting authorities. Upon the expiry of the contractual term, the tenderer shall transfer the aforementioned user account to the Contracting Authority so that the latter can use it.

For the purposes of YouTube advertising, the tenderer shall create a new user account in the YouTube advertising system and provide access to the Contracting Authority with a username and password. The tenderer may not use this user account to advertise other contracting authorities. Upon the expiry of the contractual term, the tenderer shall transfer the aforementioned user account to the Contracting Authority so that the latter can use it.

For the purposes of VKontakte advertising, the tenderer shall create a new user account in the VKontakte advertising system and provide access to the Contracting Authority with a username and password. The tenderer may not use this user account to advertise other contracting authorities. Upon the expiry of the contractual term, the tenderer shall transfer the aforementioned user account to the Contracting Authority so that the latter can use it.

For the purposes of Google search advertising, the tenderer shall create a new user account in the AdWords advertising system and provide access to the Contracting Authority with a username and password. The tenderer may not use this user account to advertise other contracting authorities. Upon the expiry of the contractual term, the tenderer shall transfer the aforementioned user account to the Contracting Authority so that the latter can use it.

For the purposes of LinkedIn advertising, the tenderer shall create a new user account in the LinkedIn Ads system and provide access to the Contracting Authority with a username and password. The tenderer may not use this user account to advertise other contracting authorities. Upon the expiry of the contractual term, the tenderer shall transfer the aforementioned user account to the Contracting Authority so that the latter can use it.

For the purposes of native advertising, the tenderer shall create a new user account in the Outbrain advertising system and provide access to the Contracting Authority with a username and password. The tenderer may not use this user account to advertise other contracting authorities. Upon the expiry of the contractual term, the tenderer shall transfer the aforementioned user account to the Contracting Authority so that the latter can use it.

For the purposes of video advertising, the tenderer shall create a new user account in the Teads advertising system and provide access to the Contracting Authority with a username and password. The tenderer may not use this user account to advertise other contracting authorities. Upon the expiry of the contractual term, the tenderer shall transfer the aforementioned user account to the Contracting Authority so that the latter can use it.

The data collected from ad servers and advertising platforms shall be deemed trade secrets and may not be divulged by the contractor to third parties without the consent of the Contracting Authority.

The selected contractor shall set up all campaigns on the ad server so that the Contracting Authority can track the following criteria:

- Campaign name
- Campaign duration

- Name of the web/mobile portal
- Ad format
- Planned number of ad impressions for each selected ad format
- Realised number of ad impressions for each selected ad format
- Realised number of unique ad impressions for each country, web portal, and selected ad format.
- Realised number of clicks per ad for each country, web portal, and selected ad format.
- Realised number of unique clicks per ad for each country, web portal, and selected ad format.
- Realised click-through rate (CTR) for each selected ad format
- Frequency for each selected web page and ad format.

If the tenderer's ad server does not enable the measurement of ad visibility, it can – for the purpose of said measurements – use the tools of providers which specialise in such measurements. The costs associated with such measurement shall be borne by the selected contractor.

In the event of advertising on social media, the campaign shall be set up so that the Contracting Authority can monitor the following criteria (adjusted as per the type of advertising: image or video) in individual social media:

- Campaign name
- Campaign duration
- Ad format
- Realised number of ad impressions for each selected ad format
- Realised number of unique ad impressions for each selected ad format
- Planned number of clicks per ad for each selected ad format
- Realised number of clicks per ad for each selected ad format
- Realised number of unique clicks per ad for each selected ad format
- Realised click-through rate (CTR) for each selected ad format
- Realised number of likes, shares, comments for all ad formats
- Realised impressions of videos
- Click-through rate (CTR) for videos
- Mid-point plays (50%) and complete plays (100%)

The selected contractor shall provide for the export of campaign data in one of the following formats:

- xls/xlsx and/or
- pdf.

#### 4. Activity: Coordination of digital media buying in 2017

The selected contractor – or the lead contractor in the event of a joint tender – shall be responsible for coordination between subcontractors or partners in a joint tender and the Contracting Authority. Through their Project Manager they shall also be responsible for coordination between the Contracting Authority and the end providers of marketing activities.

The selected contractor – or the lead contractor in the event of a joint tender – shall provide a project manager during project implementation who shall manage the project of digital media buying in 2017 on the selected contractor's behalf and through whom the majority of the operational communication between the contractor and the Contracting Authority shall take place, or a team member shall be selected to conduct uniform communication.

The Contracting Authority reserves the right to demand that a member of the selected contractor's expert team be replaced if it is established during the implementation of this public contract that a particular member of the expert team is evidently incompetent or has committed a serious professional error, or is clearly incompatible with the Contracting Authority's project members or such cooperation has resulted in poor quality performance of the relevant public contract.

In such a case, the Contracting Authority shall be obliged to submit a written notification to the contractor and state the facts which led to the conclusion that a particular expert is evidently incompetent or has committed a serious professional error, or is clearly incompatible with the Contracting Authority's project members. The Parties shall by common accord set the appropriate deadline within which the contractor must eliminate the alleged discrepancies for the individual expert or within which the contractor must eliminate the consequences of the alleged discrepancies. If the selected contractor fails to eliminate the discrepancies within the set deadline, it shall be deemed that the Contracting Authority has terminated the participation of the contractor's expert in the implementation with immediate effect and the contractor must replace this person immediately.

## 5. Activity: Monthly measurement of effectiveness, drafting of monthly reports and the final report

The selected contractor shall be obliged to submit to the Contracting Authority a successive report after each implemented flight of advertising with an analysis of campaign effectiveness in the preceding periods of advertising (the latter applies from the second flight of advertising onward), i.e. individually and summarily.

The successive report includes the period from the first to the last day of an individual flight of advertising, i.e. 30 days, irrespective of the date of the commencement of the campaign, e.g. from 28 May 2017 to 27 June 2017. The successive report must include at least the key performance indicators provided below or the following content and results achieved by individual countries (or groups of countries – applicable also to the text below):

- reach by individual portals and total reach of all portals in a country in terms of the number of unique visitors/clients;
- planned and realised number of ad impressions at a particular frequency;
- number of clicks and the CTR (click-through-rate);
- net CPM/CPC price;
- planned and realised spending budget in the month and a clear difference between the planned and realised spending in an individual flight of advertising.

For Facebook/Instagram/VK/LinkedIn advertising, the selected contractor's analysis per individual period (30 days) shall be supplemented with the following metrics:

- planned number of ad impressions;
- planned number of so-called social clicks;
- realised number of so-called social clicks;
- click-through-rate (CTR);
- number of likes and number of new likes for the entire page;
- number of so-called actions (likes, shares and comments);
- reach of advertising.

In the case of video advertising on Teads and YouTube, each period analysis (30 days) of the selected contractor shall be supplemented with the following metrics:

- planned number of ad impressions;
- realised number of ad impressions;
- number of clicks and the CTR (click-through-rate);
- share of video advertisements that were played and viewed in their entirety;
- share of video advertisements that were played and viewed over at least 50% of their length;
- share of video advertisements that were played and viewed over less than 50% of their length.

The Contracting Authority shall provide the selected contractor with access to its Google Analytics user account, within the scope of which it is desired that the tenderer monitor and report on campaign effectiveness is in line with the following metrics:

- bounce rate;
- number of views of all pages of a website;
- average time spent on the Contracting Authority's website.

All successive reports shall further comprise (this can be provided on a digital medium):

- print-screens of all web elements used in the campaign. The print-screens shall encompass the entire screen from the title bar of the Internet browser to the taskbar of the computer showing the time and date of the captured print-screen;
- recommendations for the optimisation of advertising in future periods and evaluated effects;
- display of exceeded/non-achieved ad impressions or clicks and the value of such surplus/non-achievement. If the number of realised ad impressions or clicks is lower than the planned number (underdelivery), the selected contractor shall notify the Contracting Authority thereof and cover the difference by the actual completion of digital media buying in 2017.

Depending on the results from individual and joint successive reports, subsequent optimisation of the further course of the campaign shall be required. The selected contractor shall submit to the Contracting Authority a successive report with a successive analysis of the effectiveness of the campaign in the previous period as per individual countries within 3 working days of the completion of an individual flight

of advertising. The Contracting Authority shall review the report within 3 working days of the receipt. If amendments or further clarifications are needed, the Contracting Authority shall as soon as possible request the selected contractor to review them within the deadline for review, and the contractor must respond within 3 working days from the receipt of the request for supplementation. The reports may be submitted for review by e-mail for faster correspondence, while the final version of the successive report after the approval must be submitted in paper form to the Contracting Authority's address and signed by the responsible project manager and authorised representative of the contractor, including the stamp of the contractor.

The Contracting Authority shall introduce to the contractor the most significant events and key terms in advertising that are important for the Slovenian tourism industry for the purpose of intensifying advertising prior to these key events during the entire period of the digital media buying. The selected contractor shall adjust the successive media plan depending on the campaign results over the preceding advertising flights and depending on the content of communication (seasons, tourist season, etc.) in line with the following plan:

- **MEDIA PLANNING:** A presentation of the media plan for the next advertising flight in the campaign of digital media buying in 2017 is expected by the project manager of the selected contractor within 5 working days prior to the commencement of the flight of advertising. For the suitable optimisation of the campaign, interim (meta) data on the effectiveness of the campaign shall be used which are available from the preparation of the media plan on the basis of the actual results measured as provided above. The Contracting Authority shall confirm the media plan no later than 3 working days prior to the actual commencement of advertising or media buying.
- **RESULTS AND REPORTING:** The Contracting Authority expects to receive a presentation from the project manager of the selected contractor of results in person at the Contracting Authority's head office in a transparent ppt or video format after a completed individual flight of advertising within the previously determined deadlines anticipated for the submission of an individual report.

After the completion of the campaign, the Contracting Authority requires the selected contractor to submit the final report on digital media buying in 2017 no later than by 20 November 2017. The presentation of the media plan and the (meta) results of the campaign shall be carried out by the contractor in person as well, at the head offices of the Contracting Authority, in Slovenian.

Specifically, the final report shall include all the parameters of the successive reports and a final opinion on the success of digital media buying in 2017 per individual reports, and the final opinion as follows:

- Report on the Effectiveness of the Completed Digital Media Buying in 2017 by Country and by Comparison between Countries
- Report on the Effectiveness of the Completed Digital Media Buying in 2017 for the entire duration of media buying for all countries as per individual advertising flights (Performance Trends) and Jointly for the Entire Campaign.
- Report on the Effectiveness of the Campaign by Communication Tools Used:



- web and mobile advertising;
- advertising on social networks;
- advertising in package offers;
- native advertising;
- advertising with programmatic buying;
- search advertising.

The selected contractor shall further be required to interpret the results of successive reports and the final report – a high-quality professional interpretation for each report is required. Samples of successive and final reports can be seen in Annex 2 of the Tender Dossier of this public contract; they shall be further coordinated by the selected contractor and the Contracting Authority, and ultimately approved by the Contracting Authority.

The above reports shall contain a display of implemented creative solutions for an individual medium (web text, video, or native ad, social network), graphical and tabular depictions of performance trends over the course of the campaign (from start to completion of the campaign) and the depiction of information on the quantitative criteria and trends of key performance indicators to present the realisation of campaign objectives. The designed creative ads and other visual elements, texts, and other material produced, including achieved advertising results per country or group of countries, for each medium and advertising format within this medium, are mandatory annexes to the present report. The report shall be drafted in a manner that shows summarised data per individual country or group of countries, as is evident from the Sample Report in Annex No 2 of this public contract.

All written reports shall be prepared in Slovenian, except for the tabular part of the anticipated successive reports, which must be prepared in English (due to uniform international terminology).

The media plan for digital media buying in 2017 shall be prepared in accordance with the total envisaged funds and the distribution of funds by countries or groups of countries as proposed in Annex 1: Financial Breakdown of Digital Media Buying in 2017. The successive media plans shall follow and comply with the entire anticipated use of funds as per target markets, tools and the implementation schedule, with the objective of utilising the entire budget earmarked for the implementation of digital media buying in 2017.

As a prerequisite for the final issued invoice, at the latest on 20 November 2017, in addition to the present report on works performed, the contractor shall also enclose a comprehensive final report or detailed report (in a transparent soft and hard copy) that includes a description of the entire project and also at least the following:

1. main data on the implemented public contract (name, no. of contract, contractual value, implementation schedule, the contractor's expert team);
2. the planned and realised objectives under this public contract for the implementation of digital media buying in 2017;

3. a content-related summary of the project, including a presentation of the timeline, financial distribution of funds, and the campaign performance based on aggregated data (in tabular and graphic displays);
4. project results (display of all creative features for all ads shown in all media in all markets, while the creative features by means of which the contractor achieved the best results through digital media buying in 2017 shall be highlighted and the results be reasonably justified);
5. based on the results of the implemented public contract, recommendations for improving digital campaigns in the future shall be prepared and a selection of at least three recommendations shall be provided to the Contracting Authority to implement future promotional activities for various advertising media.

For the purpose of further disseminating the project's end results, the selected contractor shall draft an abbreviated Powerpoint presentation of the project results – at the most 20 slides (in Slovenian and English). The content shall be subsequently finalised by the Contracting Authority and the contractor. The final presentation of the project results achieved shall be carried out by the selected contractor personally, at the head office of the Contracting Authority, in the previously agreed scope and at a previously agreed time.

The Contracting Authority expects the selected contractor to actively cooperate in all meetings where the contractor providing digital media buying in 2017 presents the new media plan and/or presents the report on the achieved results. The selected contractor shall further be required to interpret in greater detail the results of ongoing reports and the final report – a high-quality professional interpretation in Slovenian for each report is required.

## 6. Activity: Adjusting and optimising digital media buying in 2017

The campaign must be optimised and adjusted depending on the findings of the effectiveness measurements of digital media buying in 2017, which shall be performed concurrently. Depending on the initial response, the selected contractor shall dynamically adjust the campaign in terms of the following individual elements:

- advertising frequency;
- purchased positions on web and mobile portals and on social networks;
- current optimisation;
- redirection of promotional activities from advertising formats/positions/portals with a poorer response in an individual market to a more responsive format/position/portal in the target market, with the aim of achieving the objectives of the campaign.

## VI. SAMPLE TENDER FORMS

## Form No 1: TENDER

FULL NAME AND COMPANY NAME OF THE  
TENDERER:

REGISTERED OFFICE OF THE TENDERER:

CONTACT PERSON:

E-MAIL ADDRESS OF THE CONTACT PERSON:

TELEPHONE NO:

FAX:

TAX ID NO OF THE TENDERER:

REG. NO OF THE TENDERER:

TRANSACTION ACCOUNT NO:

PERSON AUTHORISED TO SIGN THE CONTRACT:

AUTHORISED REPRESENTATIVE OF THE  
TENDERER:

Based on public contract no. JNV-0001/2017-S-POG-STO carried out according to an open procedure for the implementation of "Digital media buying in 2017," we hereby provide the following tender (circle as appropriate):

- a.) **Independent tender**, as an independent tenderer;
- b.) **Joint tender**, whereby **we are** the leading partner;
- c.) **Tender with subcontractors**, as an independent tenderer with subcontractors;
- d.) **Tender with the use of the capacities of other entities**

Place and date: \_\_\_\_\_

Tenderer: \_\_\_\_\_

Stamp:

Signature: \_\_\_\_\_

## Form No 2: LIST OF ECONOMIC OPERATORS PARTICIPATING IN THE TENDER

In the event of a joint tender, the tenderer shall complete the following table:

	Partner 1	Partner 2	Partner 3
Name of partner			
Address			
Tax number			
Company registration number			

Bank account number			
Legal representative			
The portion of the public contract that it intends to carry out			

**In the event of a tender with subcontractors, the tenderer shall complete the following table:**

	Subcontractor 1	Subcontractor 2	Subcontractor 3
Name of the subcontractor			
Address			
Tax number			
Company registration number			
Bank account number			
Legal representative			
The value of the part of the public contract that it intends to carry out in % or in EUR			
The type of works that are to be performed by the subcontractor			
Request for direct payment (YES/NO)			

**In the event of a tender using the capacities of other entities, the tenderer shall complete the following table:**

	other entity 1	other entity 2	other entity 3
Name of the other entity			
Address			
Tax number			

Company registration number			
Legal representative			
The list of the capacities to be used by the tenderer: (the economic and financial condition/technical or expert ability)			

Place and date: \_\_\_\_\_

Tenderer: \_\_\_\_\_

Stamp:

Signature:

\_\_\_\_\_

***Instruction on completion***

*If multiple partners, subcontractors, or other entities participate in the tender, the form shall be photocopied.*

### Form No 3: ESPD – EUROPEAN SINGLE PROCUREMENT DOCUMENT

ESPD is a self-declaration used as preliminary evidence that an economic operator meets the required conditions for cooperation that are regulated by Article 76 of the Public Procurement Act (Official Gazette of the Republic of Slovenia [Uradni list RS], no. 91/15; hereinafter: ZJN-3) and that there are no grounds for exclusion with regard to such operators, as per Article 75 of the ZJN-3. The economic operator shall enter the required data directly into the electronic version of the ESPD.

For this public procurement procedure, the Contracting Authority completed the ESPD in advance, which it published together with the Tender Dossier in its public procurement notification. The tenderer shall import the ESPD file of the Contractor Authority by first saving it on its computer and then selecting the language (Slovenian or English) and the options “I am an economic operator” and “Import ESPD” on the website <https://ec.europa.eu/tools/espd> and finally selecting the file which it saved earlier on its computer. **The tenderer shall complete the web form, print it out, sign it, and send it to the Contracting Authority together with the tender.**

**Form No 4: AUTHORISATION FOR ACQUIRING A CERTIFICATE FROM CRIMINAL RECORDS –  
LEGAL ENTITIES**

CONTRACTING AUTHORITY:	<b>Slovenian Tourist Board, Dimičeva ulica 13, 1000 Ljubljana, Slovenia</b>
TITLE OF THE PUBLIC CONTRACT:	<b>Public contract “The implementation of digital media buying in 2017” by open procedure</b>
PUBLIC CONTRACT NUMBER:	<b>JNV-0001/2017-S-POG-STO</b>

NAME AND REGISTERED OFFICE OF THE TENDERER:	
TAX NUMBER:	
REGISTRATION NUMBER:	

**Applies to tenderers headquartered in the Republic of Slovenia:**

We hereby consent to the Contracting Authority obtaining from the Ministry of Justice, Division for Penal, Final Judgment, and Minor Offence Records, a certificate from the criminal records certifying that we, as the tenderer, have not been the subject of a final judgment with elements of crimes defined in Article 75 of ZJN-3, pursuant to Articles 79 and 89 of the Public Procurement Act – ZJN-3 (Official Gazette of the Republic of Slovenia [Uradni list RS], no. 91/15) and Article 22 of the Personal Data Protection Act (ZVOP-1, Official Gazette of the Republic of Slovenia [Uradni list RS], no. 94/07-UPB) for the purpose of verifying whether a tenderer meets the conditions in the procedure for the public procurement for the “The implementation of digital media buying in 2017” by open procedure.

**Applies to tenderers not headquartered in the Republic of Slovenia:**

We hereby agree that the Contracting Authority may obtain a certificate certifying that we, as the tenderer, have not been subject to a final judgment with elements of crimes defined in Article 75 of the ZJN-3 from the following state body, local community body or bearer of public authority:

..... *(specify as appropriate)*

(If the country in which a tenderer has its head office does not issue the documents designated in the Tender Dossier as proof of the (non)existence of grounds for exclusion or if they fail to include all examples of grounds for exclusion, a tenderer may submit a sworn declaration. If such a declaration is not foreseen in the country where the tenderer has its head office, the tenderer may provide a statement from a designated person to be submitted to the competent judicial or administrative authority, a public notary, or competent professional or trade organisation in the country of origin of this person or in the country where the tenderer has its head office.)

Place and date: \_\_\_\_\_

Grantor: \_\_\_\_\_

Stamp:

Signature: \_\_\_\_\_



**Form No 5: AUTHORISATION FOR ACQUIRING A CERTIFICATE FROM CRIMINAL RECORDS – NATURAL PERSONS**

CONTRACTING AUTHORITY:	<b>Slovenian Tourist Board, Dimičeva ulica 13, 1000 Ljubljana, Slovenia</b>
TITLE OF THE PUBLIC CONTRACT:	<b>Public contract “The implementation of digital media buying in 2017” by open procedure</b>
PUBLIC CONTRACT NUMBER:	<b>JNV-0001/2017-S-POG-STO</b>

<b>1. Name of tenderer:</b>	
Address of the bidder	
Tax Number:	
Company registration number:	

<b>2. The Grantor (name and surname):</b>	
Street (address of the place of permanent residence):	
Post code and town:	
Personal identification number (PIN):	

**Applies to grantors, residents:**

I, the undersigned Grantor, hereby consent to the Contracting Authority obtaining from the Ministry of Justice, Division for Penal, Final Judgment, and Minor Offence Records, a certificate from the criminal records certifying that I have not been the subject of a final judgment with elements of crimes defined in Article 75 of ZJN-3, pursuant to Articles 79 and 89 of the Public Procurement Act – ZJN-3 (Official Gazette of the Republic of Slovenia [Uradni list RS], no. 91/15) and Article 22 of the Personal Data Protection Act (ZVOP-1, Official Gazette of the Republic of Slovenia [Uradni list RS], no. 94/07-UPB) for the purpose of verifying the fulfilment of the conditions in the procedure for awarding the public procurement for the “The implementation of digital media buying in 2017.”

**Applies to grantors, foreigners:**

I hereby agree that the Contracting Authority may obtain a certificate certifying that I have not been subject to a final judgment with elements of crimes defined in Article 75 of the ZJN-3 from the following state body, local community body or bearer of public authority:

..... (specify as appropriate)

(If the country of origin of the Grantor does not issue the documents designated in the Tender Dossier as proof of the (non)existence of grounds for exclusion or if they fail to include all examples of grounds for exclusion, the Grantor may submit a sworn declaration. If such a declaration is not foreseen in the country of origin of the Grantor, the Grantor may provide a statement from a designated person to be submitted to the competent judicial or administrative authority, a public notary, or competent professional or trade organisation in the country of origin of this person or in the country of origin of the Grantor.

Place and date: .....

The Grantor:

Signature:

**Instruction for completion:**

*The form shall be completed by all persons who are members of the administrative, management or supervisory body of the tenderer, partner in a joint tender, and subcontractor or persons who are authorised to represent such an entity or make decisions and perform control thereof. In the event that a tenderer, a partner in a joint tender, or a subcontractor has multiple members of the administrative, management, or supervisory body of the tenderer or who are authorised to represent it, make decisions, or perform control thereof, a suitable number of authorisations shall be completed.*

## Form No 6: TENDER BOND FORM (SAMPLE)

*Data on Guarantor (insurance company/bank) or a SWIFT-key*

For: (the tenderer or the contractor awarded the public contract is entered)

Date: (date of issue is entered)

**BOND TYPE:** (type of bond is entered: suretyship insurance/bank guarantee)

**NUMBER:** (bond number is entered)

**GUARANTOR:** (name and address of the insurance company/bank in the place of issue is entered)

**PRINCIPAL:** (name and address of the Principal is entered, i.e. name of the candidate or tenderer in the public procurement procedure)

**OBLIGEE:** (the Contracting Authority is entered)

**UNDERLYING TRANSACTION:** the obligation of the Principal from its tender submitted in public procurement procedure No (publication number or internal number of the public procurement procedure is entered), whose subject is (the subject of the public contract is entered).

**AMOUNT IN EUR:** (the maximum amount in figures and words is entered)

**DOCUMENTS TO BE ATTACHED TO THE REQUEST FOR PAYMENT, IN ADDITION TO THE STATEMENT, AND WHICH ARE EXPRESSLY REQUIRED IN THE TEXT BELOW:** (none/documents are indicated)

**LANGUAGE OF THE REQUIRED DOCUMENTS:** Slovenian

in paper form by registered mail or any other form of express mail, or in person or electronically by SWIFT system to address (SWIFT address of the Guarantor is entered)

**PLACE OF SUBMISSION:** (The Guarantor enters the address of the branch where paper documents are to be submitted or e-mail address for submission in electronic format, such as the Guarantor's SWIFT address).

Notwithstanding the foregoing, paper documents may be submitted at any branch of the Guarantor on the territory of the Republic of Slovenia.

**VALIDITY DATE:** (DD/ MM/ YYYY (enter the validity date required in the Tender Dossier for the award of the relevant public contract or notification on the award))

**PARTY OBLIGED TO BEAR COSTS:** (name of the Principal is entered, i.e. name of the candidate or tenderer in the public procurement procedure)

We hereby irrevocably undertake in our capacity as Guarantor to pay to the Obligee any amount up to the amount of the bond when the Obligee submits an appropriate request for payment in the above submission form, signed by an authorised signatory(ies), together with other documents if listed above, and in any event together with a statement of the Obligee, which is either included in the text of the request for payment itself or in a separate signed document attached to, or referring to, the request for payment and which explains in what way the Principal failed to comply with its obligations from the underlying transaction.

The bond may be called on for the following reasons, which shall be listed in the Obligee's statement or request for payment:

1. the Principal withdraws the tender after the expiry of the deadline for the receipt of tenders or unduly changes the tender during its validity; or
2. the selected Principal fails to sign the contract upon the invitation to do so from the Obligee; or
3. the selected Principal fails to submit the performance bond in accordance with the conditions of the public contract.

Any request for payment of this bond must be received before, or on, the date of expiry of the bond in the above-mentioned place of submission.

Possible disputes with regard to this bond shall be resolved by the court in Ljubljana with subject matter jurisdiction, pursuant to the laws of the Republic of Slovenia.

Guarantor  
(stamp and signature)

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## Form No 7: PERFORMANCE BOND FORM (SAMPLE)

*Data on the Guarantor (insurance company/bank) or a SWIFT-key*

For: (the tenderer or the contractor awarded the public contract is entered)

Date: (date of issue is entered)

**BOND TYPE:** (type of bond is entered: suretyship insurance/bank guarantee)

**NUMBER:** (bond number is entered)

**GUARANTOR:** (name and address of the insurance company/bank in the place of issue is entered)

**CONTRACTING AUTHORITY:** (name and address of the Principal is entered, i.e. name of the candidate or tenderer in the public procurement procedure)

**BENEFICIARY:** (the Contracting Authority is entered)

**UNDERLYING TRANSACTION:** the obligation of the Principal from its tender submitted in public procurement procedure No (publication number or internal number of the public procurement procedure is entered), whose subject is (the subject of the public contract is entered).

**AMOUNT IN EUR:** (the maximum amount in figures and words is entered)

**DOCUMENTS TO BE ATTACHED TO THE REQUEST FOR PAYMENT, IN ADDITION TO THE STATEMENT, AND WHICH ARE EXPRESSLY REQUIRED IN THE TEXT BELOW:** (none/documents are indicated)

**LANGUAGE OF THE REQUIRED DOCUMENTS:** Slovenian

in paper form by registered mail or any other form of express mail, or in person or electronically by SWIFT system to address (SWIFT address of the Guarantor is entered)

**PLACE OF SUBMISSION:** (The Guarantor enters the address of the branch where paper documents are submitted or e-mail address for submission in electronic format, such as the Guarantor's SWIFT address).

Notwithstanding the foregoing, paper documents may be submitted at any branch of the Guarantor on the territory of the Republic of Slovenia.

**VALIDITY DATE:** (DD/ MM/ YYYY (enter the validity date required in the Tender Dossier for the awarding of the relevant public contract or notification on the awarding))

**PARTY OBLIGED TO BEAR COSTS:** (name of the Principal is entered, i.e. name of the candidate or tenderer in the public procurement procedure)

We hereby irrevocably undertake in our capacity as Guarantor to pay to the Obligee any amount up to the amount of the bond when the Obligee submits an appropriate request for payment in the above submission form, signed by an authorised signatory(ies), together with other documents if listed above, and in any event together with a statement of the Obligee, which is either included in the text of the request for payment itself or in a separate signed document attached to, or referring to, the request for payment and which explains in what way the Principal failed to comply with its obligations from the underlying transaction.

Any request for payment of this bond must be received before or on the date of expiry of the bond in the above-mentioned place of submission.

Possible disputes with regard to this bond shall be resolved by the court in Ljubljana with subject matter jurisdiction, pursuant to the laws of the Republic of Slovenia.

Guarantor  
(stamp and signature)

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## Form No 8: STATEMENT ON OWNERSHIP RELATIONS

In order to ensure the transparency of the transaction and to prevent corruption risks when entering into transactions pursuant to paragraph six of Article 14 of the ZintPK (Official Gazette of the Republic of Slovenia [Uradni list RS], nos. 45/10, 26/11, and 43/11) and paragraphs thirteen and fourteen of Article 71 of the ZJN-3, I, as the legal representative of the tenderer (independent tenderer/each partner in a joint tender) in the procedure for awarding the public contract no. JNV-0001/2017-S-POG-STO, the object of which is digital media buying in 2017, hereby make the following

### STATEMENT CONCERNING THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE OWNERSHIP OF THE TENDERER

#### INFORMATION ON THE TENDERER:

Note: enter data concerning a legal entity subject to private or public law, a natural person – sole trader, society, association, etc.

\_\_\_\_\_  
(Name and address of the bidder)

\_\_\_\_\_  
(registration no.)

\_\_\_\_\_  
(tax number)

#### THE PARTICIPATION OF NATURAL AND LEGAL PERSONS IN THE OWNERSHIP OF THE TENDERER

Note: enter the following data concerning the participation of natural and legal persons in the ownership of the tenderer:

- For natural persons: name and surname, permanent address, and share of ownership;
- For legal persons: name and address of the legal person and share of ownership.

The data shall be entered for all persons participating in the ownership, regardless of the ownership share. If multiple persons participate in the ownership of the tenderer, add lines in the table if the form is completed in electronic form or enclose them with the statement in the form of a list with all required data.

	NAME AND SURNAME/ NAME OF LEGAL ENTITY	ADDRESS OF RESIDENCE/ REGISTERED OFFICE OF LEGAL ENTITY	OWNERSHIP SHARE
1.			
2.			
3.			

#### DATA ON DORMANT PARTNERS

Note: if the participants in the ownership of a tenderer are dormant partners, the following data shall be entered for each dormant partner:

- For natural persons: name and surname, permanent address, and share of ownership;

- For legal persons: name and address of the legal person and share of ownership.

The data shall be entered for all dormant partners, regardless of the ownership share.

The table shall be completed by the tenderer in whose ownership the dormant partners participate.

	NAME AND SURNAME/ NAME OF LEGAL ENTITY	ADDRESS OF RESIDENCE/ REGISTERED OFFICE OF LEGAL ENTITY	OWNERSHIP SHARE
1.			
2.			
3.			

#### STATEMENT THAT THERE ARE NO DORMANT PARTNERS

Note: if no dormant partners are participating in the ownership of the tenderer, the tenderer shall make the following statement:

We hereby state that there are **no dormant partners** in the ownership of the tenderer (name and address of tenderer) \_\_\_\_\_.

#### ASSOCIATED COMPANIES

Note: if there are companies associated with the tenderer that are deemed to be associated with the tenderer pursuant to the provisions of the Act governing companies, the tenderer shall complete the table below with the following data:

- name and address of the associated company,
- type of association and/or ownership share.

The data shall be entered for all companies associated with the tenderer.

	NAME OF ASSOCIATED COMPANY	ADDRESS OF ASSOCIATED COMPANY	TYPE OF ASSOCIATION/ OWNERSHIP SHARE
1.			
2.			
3.			

#### STATEMENT THAT THERE ARE NO ASSOCIATED COMPANIES

Note: if no companies are associated with the tenderer, the tenderer shall make the following statement:

We hereby state that the tenderer (name and address of tenderer) \_\_\_\_\_

**has no associated companies that are deemed to be its associated companies according to the provisions of the Act governing companies.**



**By signing this Statement Concerning the Participation of Natural and Legal Persons in the Ownership of the Tenderer, we hereby guarantee the accuracy and authenticity of the data and hereby take full responsibility for the given statement. We have been made aware of the provision of the ZintPK, which stipulates that the contract shall be null and void in the event of a false statement or false data in the statement.**

Place and date: \_\_\_\_\_

Tenderer: \_\_\_\_\_

Stamp:

Signature:

\_\_\_\_\_

## Form No 9: EXPERT TEAM

CONTRACTING AUTHORITY:	Slovenian Tourist Board, Dimičeva ulica 13, 1000 Ljubljana, Slovenia
TITLE OF THE PUBLIC CONTRACT:	Public contract "The implementation of digital media buying in 2017" by open procedure
PUBLIC CONTRACT NUMBER:	JNV-0001/2017-S-POG-STO

NAME AND REGISTERED OFFICE OF THE TENDERER:	
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The tenderer shall complete Form No 9 pursuant to point 2.3. Technical and professional competence, 2.3.2. Education and professional qualification of the tenderer's expert team in Chapter II Qualitative selection.

We hereby declare that we have knowledge and experience of projects entailing the management of digital media buying in the international environment, which we further confirm by submitting original references from individual contracting authorities, issuers of references, who guarantee that projects were executed successfully.

In the tables below, the tenderer provides only media buying projects for which the original references by individual contracting authorities, issuers of references, will be submitted.

Name and surname of the project management expert: \_\_\_\_\_

E-mail address and telephone no. of expert: \_\_\_\_\_

We hereby prove our expert references with five reference projects of the **project management expert** in the role of project manager in the last 5 years, of which the value of one project implemented in the last 3 years exceeded €1 million exclusive of VAT.

Seq. No. of reference	Title of the project and value of media buying in EUR exclusive of VAT:	Contracting Authority's name:	Period of service implementation:
1.	<i>Value in EUR exclusive of VAT:</i>		
2.	<i>Value in EUR exclusive of VAT:</i>		
3.	<i>Value in EUR exclusive of VAT:</i>		
4.	<i>Value in EUR exclusive of VAT:</i>		

5.	<i>Value in EUR exclusive of VAT:</i>		
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Name and surname of the expert on media planning, management and optimisation of digital campaigns

E-mail address and telephone no. of expert: \_\_\_\_\_

We prove our expert references with five reference projects of the **expert on media planning** in the last 3 years, of which the value of one project implemented in the last 3 years exceeded €1 million exclusive of VAT.

Seq. No. of reference	Title of the project and value of media buying in EUR exclusive of VAT:	Contracting Authority's name:	Period of service implementation:
1.	<i>Value in EUR exclusive of VAT:</i>		
2.	<i>Value in EUR exclusive of VAT:</i>		
3.	<i>Value in EUR exclusive of VAT:</i>		
4.	<i>Value in EUR exclusive of VAT:</i>		
5.	<i>Value in EUR exclusive of VAT:</i>		

Name and surname of the expert on media planning, management and optimisation of digital campaigns  
– SOCIAL NETWORKS: \_\_\_\_\_

E-mail address and telephone no. of expert: \_\_\_\_\_

We prove our expert references with five reference projects of the **expert on media planning on social networks** in the last 3 years, of which the value of one project implemented in the last 3 years exceeded €100,000 exclusive of VAT.

Seq. No. of reference	Title of the project and value of media buying in EUR exclusive of VAT:	Contracting Authority's name:	Period of service implementation:
1.	<i>Value in EUR exclusive of VAT:</i>		
2.	<i>Value in EUR exclusive of VAT:</i>		
3.	<i>Value in EUR exclusive of VAT:</i>		

4.	Value in EUR exclusive of VAT:		
5.	Value in EUR exclusive of VAT:		

If the HR structure of the expert team changes during the term of the contract, the tenderer shall ensure the continuous HR composition of the expert team with staff that meet the required conditions from the Tender Dossier. Evidence that the new expert team member meets the conditions shall be submitted by the tenderer to the Contracting Authority for confirmation.

The Contracting Authority reserves the right to verify the references and to demand an expert team member be replaced if, during the course of the public contract, it is determined that a particular member of the expert team is evidently incompetent or has committed a serious professional error, or is clearly incompatible with the project members on the Contracting Authority's team or such cooperation has resulted in poor quality performance of the public contract.

*\* NOTE: The Contracting Authority wishes most of the communication with the selected contractor to be carried out through one person (the contractor's project manager). Nevertheless, the above experts must be available at any time for the Contracting Authority to contact them or include them in solving problems together with the project manager. This is why other experts' contacts (e-mail and phone) must also be provided, which will enable a response from the individual expert no later than within 24 hours, provided they are contacted on a working day.*

Place and date: \_\_\_\_\_

Tenderer: \_\_\_\_\_

Stamp:

Signature:

\_\_\_\_\_

## Form No 10: REFERENCE CONFIRMATION FROM INDIVIDUAL CONTRACTING AUTHORITIES

We declare under criminal and material liability that the data on reference works provided below are accurate and true. On the basis of an appeal, if so requested, we will submit to the Contracting Authority within the deadline further proof of the successful implementation of the stated reference works or successful business implementation of the tenderer if the Contracting Authority wishes to verify the authenticity of statements on the reference works.

<b>Contractor (the tenderer submitting the tender for this public contract):</b>	
<b>Contracting Authority ordering works (issuer of the reference):</b>	
<b>Address of the Contracting Authority:</b>	
<b>The Contracting Authority's contact person:</b>	
<b>Phone number of the Contracting Authority's contact person:</b>	
<b>Date and year of business implementation:</b>	
<b>Place and country of business implementation:</b>	
<b>Description of works implemented by the Contractor for whom the reference is being issued:</b>	

We hereby confirm that the aforementioned contractor completed the above reference work on the basis of our order to the required standard of quality, in due time and in accordance with the contractual provisions. This reference is issued at the request of the contractor, and may be used only for the purposes of submitting their tender to be awarded the relevant public contract.

Place and date:

Stamp

Signature of the Contracting  
Authority's responsible person:  
(issuer of the reference)

### **Instruction for completion:**

*The form is to be copied accordingly with regard to the number of references required for each individual work, by means of which the proposed experts confirm their work experience and knowledge on Form No 9: Expert Team. ONLY original statements on prescribed Form No 10: Reference Confirmation from Individual Contracting Authorities shall be provided, so the Contracting Authority recommends the use of a blue pen for the signature of responsible persons of contracting authorities/reference issuers.*

## Form No 11: PRO FORMA INVOICE

CONTRACTING AUTHORITY:	<b>Slovenian Tourist Board, Dimičeva ulica 13, 1000 Ljubljana, Slovenia</b>
TITLE OF THE PUBLIC CONTRACT:	<b>Public contract "The implementation of digital media buying in 2017" by open procedure</b>
PUBLIC CONTRACT NUMBER:	<b>JNV-0001/2017-S-POG-STO</b>

NAME AND REGISTERED OFFICE OF THE TENDERER:	
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Seq. No.	SUBJECT OF THE PUBLIC CONTRACT: Type of media buying	Quotation
T1	Average CPM price for ads on web portals	
T2	Minimum number of views for advertising on Facebook	
T3	Minimum number of clicks for advertising on Facebook	
T4	Minimum number of views for advertising on YouTube	
T5	Minimum number of clicks for advertising on Instagram	
T6	Minimum number of clicks for advertising on VKontakte	
T7	Minimum number of views for advertising on LinkedIn	
T8	Minimum number of clicks for search advertising	
T9	Minimum number of clicks for native advertising	
T10	Minimum number of views for programmatic video advertising	

*\*NOTE: The tenderer shall appropriately enter the numbers from the Excel table that is annexed to this form, i.e. numbers from cells that are coloured red in the Worksheet 1 entitled TOTAL.*

The tenderer is required to the addition of advertising where the selection criteria is set, to include also content packages, pre-defined on specific web portals and on selected foreign markets, with which the prices are fixed and predetermined. Media buying of content packages are not included among the criteria and does not affect the selection of the Contractor.

**The tender shall be valid until at least 20. November 2017.**

The prices shall be fixed and expressed in euros (EUR) exclusive of VAT. The prices shall include all the tenderer's costs, possible rebates and discounts, customs duties and other taxes.

The numbers of clicks or views provided for an individual type of media buying as stated in the table above shall be fixed and shall not be subject to change. The calculation of offered clicks or views within

each individual budgetary value as per the type of media buying for an individual country or group of countries shall include all the tenderer's costs, possible rebates and discounts, customs duties and other taxes.

The entire tender shall refer to the implementation of ALL AWARDED ACTIVITIES as described in Chapter V: Subject of the Public Contract. Partial tenders shall not be permitted and shall be eliminated from further consideration by the Contracting Authority as incomplete.

We have been made aware that the Contracting Authority **shall not permit** the selected tenderer to add any additional charges for services that are the subject of this public contract.

We consent to the Contracting Authority correcting manifest calculation errors that it discovers upon the review and evaluation of the tender. In doing so, the quantity and price per unit shall not be changed.

The annex to this form is the Instructions on Completing the Excel Table, and enclosed with Form No 11 is the Excel table to be completed by the tenderer and an additional worksheet TOTAL, which the tenderer leaves blank.

We are aware that if the Contracting Authority finds discrepancies between the figures indicated in the Excel table and those indicated on printed forms when reviewing the tender, it shall use the figures indicated on the printed forms.

Place and date: \_\_\_\_\_

Tenderer: \_\_\_\_\_

Stamp:

Signature:

\_\_\_\_\_

## Instructions on Completing the Excel Table, enclosure with Form No 11: Pro Forma Invoice

General instructions on completing the form:

- The tenderer shall complete **ALL empty green cells in the Excel Table** that are unlocked.
- The tenderer shall complete the worksheets of the Excel Table with the names of markets.
- The first worksheet, titled TOTAL, shall not be completed by the tenderer, as the calculation is automatic. The tenderer shall copy the numbers from the red coloured fields on this worksheet into the Quotation column in Form No 11.
- The tenderer must enclose a completed Excel table (all 5 worksheets) with Form No 11 printed in one copy and in an electronic medium (DVD, USB key). All documents must bear the place, date and name of the tenderer, including the signature of the authorised persons and official stamp.

*\* NOTE: If the Contracting Authority finds discrepancies between the figures indicated in the Excel table and those indicated on the printed forms when reviewing the tender, it shall use the figures indicated on the printed forms. All figures provided by the tenderer shall be rounded to 2 decimal places.*



## Form No 12: REQUEST OF A SUBCONTRACTOR FOR DIRECT PAYMENT

CONTRACTING AUTHORITY:	<b>Slovenian Tourist Board, Dimičeva ulica 13, 1000 Ljubljana, Slovenia</b>
TITLE OF THE PUBLIC CONTRACT:	<b>Public contract "The implementation of digital media buying in 2017" by open procedure</b>
PUBLIC CONTRACT NUMBER:	<b>JNV-0001/2017-S-POG-STO</b>

Name and registered office of the lead tenderer:	
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Name of the subcontractor:	
Registered office:	
Company registration number:	
Tax Number:	
Representative:	
Bank account no.	

Pursuant to the ZJN-3, we require that the Contracting Authority, the Slovenian Tourist Board, Dimičeva ulica 13, 1000 Ljubljana pay us directly, based on the approved invoice or interim invoice from the tenderer/supplier, for services rendered within the scope of the public contract for the "Implementation of Digital Media Buying in 2017" that was published on the Public Procurement Portal under \_\_\_\_\_ on \_\_\_\_\_.

Place and date: \_\_\_\_\_ Subcontractor: \_\_\_\_\_

Stamp:

Signature: \_\_\_\_\_

### **Instruction for completion:**

- If the tenderer submits a tender with subcontractors, this form shall be completed by a subcontractor requesting direct payment.
- If a large number of subcontractors require direct payment, this form shall be copied.

## Form No 13: SUBCONTRACTOR'S CONSENT

CONTRACTING AUTHORITY:	<b>Slovenian Tourist Board, Dimičeva ulica 13, 1000 Ljubljana, Slovenia</b>
TITLE OF THE PUBLIC CONTRACT:	<b>Public contract "The implementation of digital media buying in 2017" by open procedure</b>
PUBLIC CONTRACT NUMBER:	<b>JNV-0001/2017-S-POG-STO</b>

Name and registered office of the lead tenderer:	
--	--

Name of the subcontractor:	
Registered office:	
Company registration number:	
Tax Number:	
Representative:	
Bank account no.	

We hereby consent to the Contracting Authority, the Slovenian Tourist Board, Dimičeva ulica 13, 1000 Ljubljana paying the amount/-s owed to us by the lead tenderer instead of the lead tenderer, based on contract no. \_\_\_\_\_ and in accordance with the ZJN-3.

Place and date: \_\_\_\_\_ Subcontractor: \_\_\_\_\_

Stamp:

Signature: \_\_\_\_\_

### **Instruction for completion:**

- If the tenderer submits a tender with subcontractors, this form shall be completed by a subcontractor requesting direct payment.
- If a large number of subcontractors require direct payment, this form shall be copied.

## Form No 14: STATEMENT ON THE NUMBER OF EMPLOYEES

CONTRACTING AUTHORITY:	<b>Slovenian Tourist Board, Dimičeva ulica 13, 1000 Ljubljana, Slovenia</b>
TITLE OF THE PUBLIC CONTRACT:	<b>Public contract "The implementation of digital media buying in 2017" by open procedure</b>
PUBLIC CONTRACT NUMBER:	<b>JNV-0001/2017-S-POG-STO</b>

  

NAME AND REGISTERED OFFICE OF THE TENDERER:	
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We hereby declare that in 2014 the tenderer had an average of \_\_\_\_\_ employees and an average of \_\_\_\_\_ employees in 2015 (including employees employed for specified and unspecified periods).

**By signing this Statement on the Number of Employees, we hereby guarantee the accuracy and authenticity of the information and hereby take full criminal and material responsibility for the statement.**

Place and date: \_\_\_\_\_

Tenderer: \_\_\_\_\_

Stamp:

Signature:

\_\_\_\_\_

## Form No 15: CONTRACT SAMPLE

**The Slovenian Tourist Board**

**Dimičeva 13, 1000 Ljubljana**

**represented by Maja Pak, Director**

**VAT ID No: SI 93477902**

**Reg. no.: 6889859000**

**Bank account No.: SI56 0110 0600 0049 687 at Public Payments Administration of the Republic of Slovenia (UJP)**

(hereinafter: the Contracting Authority)

and

---

**represented by:**

**VAT ID No:**

**Registration No:**

**Transaction account no.:**

(hereinafter: the Contractor)

hereby conclude the following

**CONTRACT on the Implementation of Digital Media Buying in 2017  
no. JNV-0001/2017-S-POG-STO**

**Introductory provisions**

**Article 1**

The Contracting Parties initially establish that:

- the Contracting Authority carried out the public procurement procedure in accordance with the Public Procurement Act (Official Gazette of the Republic of Slovenia [Uradni list RS], no. 91/2015) pursuant to the Slovenian Tourist Board (STO) Work Programme for 2016 and 2017 adopted by the Agency Council at its 2<sup>nd</sup> regular session on 29 October 2015 and to which the Ministry of Economic Development and Technology consented on 4 January 2016, and the Amendments to the Slovenian Tourist Board (STO) Work Programme for 2016 and 2017 adopted by the Agency Council at its 7<sup>th</sup>

regular session on 26 October 2016, to which the Ministry of Economic Development and Technology consented on 27 December 2016, as per paragraph six of Article 60 of the Implementation of the Republic of Slovenia Budget for 2016 and 2017 Act (Official Gazette of the Republic of Slovenia [Uradni list RS], nos. 96/15, 46/16 in 80/16);

- the Contracting Authority has selected the Contractor by open public procurement procedure. The public contract by open procedure for “The implementation of digital media buying in 2017” (JNV-0001/2017-S-POG-STO) was published in the Official Journal of the European Union on ....., under publication number .....and on the e-naročanje public procurement portal on ....., under publication number .....
- the Contractor was selected as the most favourable tenderer based on the tender of ..... OR the Contractor was selected as the most favourable tenderer based on the joint tender of ..... (to be used in the case of a joint tender);
- the Tender Dossier for awarding a public contract under open procedure for the implementation of “Digital Media Buying in 2017” (JNV-0001/2017-S-POG-STO) of ..... (hereinafter: the Tender Dossier) and the Contractor’s tender of ..... form an integral part hereof;
- prior to the conclusion hereof, the Contractor submitted to the Contracting Authority a statement pursuant to the Integrity and Prevention of Corruption Act on the participation of natural persons and legal entities in the ownership of the Contractor, including dormant partners, as well as on the economic operators that are deemed to be the Contractor’s associated companies according to the provisions of the act governing companies.

## **Subject of the Contract**

### **Article 2**

The subject hereof is the implementation of all digital media buying activities in 2017 for the duration of the entire project in a prescribed manner and by achieving the required objectives as specified in **Chapter V: SUBJECT OF THE PUBLIC CONTRACT** of the Tender Dossier, including all other chapters in the Tender Dossier that form an integral part of this Contract:

1. Activity: Purchasing of advertising space and technical adsserving;
2. Activity: Preparing, planning, organising and implementing a successive media plan by countries or the groups of countries included in digital media buying in 2017;
3. Activity: Monitoring of digital media buying in 2017;
4. Activity: Coordination of digital media buying in 2017;
5. Activity: Monthly measurement of effectiveness, drafting of monthly reports and final report;
6. Activity: Adjusting and optimising digital media buying in 2017.

In the implementation of the above activities, the Contractor shall be obliged to observe all the provisions of Chapter IV: BASIC FRAMEWORK FOR PREPARING AND IMPLEMENTING THE PUBLIC CONTRACT of the Tender Dossier that forms an integral part of this Contract.

The Contractor shall be obliged to perform the above activities in accordance with the requirements of the Tender Dossier of ..... and its tender of....., which form an integral part hereof.

### **Implementation Schedule**

#### **Article 3**

After the date of the conclusion of the Contract, the Contractor shall have at its disposal up to 5 days to prepare a complete media plan, which must include:

- a framework financial plan for media buying for the entire duration of digital media buying according to the type of media buying and as per the individual country or group of countries and the plan for attaining results according to individual flights of advertising in 2017, and
- detailed financial and media plans, with a specifically planned target reach for the first flight of advertising according to individual media and individual countries or group of countries.

The Contractor and the Contracting Authority shall jointly determine the first day of advertising as per the provisions and conditions of this Contract, up to 7 days after the date of the contract signature.

The duration of the 2017 digital media buying, which is the subject of this Contract, shall be up to, and including, 15 November 2017 in all the aforementioned countries or groups of countries, and shall be implemented in several flights of advertising divided into complete sets of 30 days, with the exception of the peak of summer holidays from 17 July 2017 up to, and including, 27 August 2017, as follows:

1. first flight of advertising: the first 30 days of the 2017 digital media buying (anticipated in April 2017),
2. second flight of advertising: the next 30 days of the 2017 digital media buying (anticipated in May 2017),
3. third flight of advertising: the next 30 days of the 2017 digital media buying (anticipated in June 2017),
4. fourth flight of advertising: the next 30 days or up to, and including, 17 July 2017 of the implementation of 2017 digital media buying,
5. fifth flight of advertising: after the peak of the summer tourist season, the next 30 days of the 2017 digital media buying (anticipated in September 2017),
6. sixth flight of advertising: the next 30 days of the 2017 digital media buying (anticipated in October 2017),
7. the last flight of advertising: up to, and including, 15 November 2017.

### **Contractor's Obligations and Responsibilities**

#### **Article 4**

The Contractor undertakes to:

- perform its tasks professionally and with the due skill, care and diligence of an expert;
- render the services hereunder according to the rules of the profession, in accordance with the Contracting Authority's instructions and within the contractual deadlines;
- immediately notify the Contracting Authority in writing of any circumstances that could make attaining the quality and correct performance of services more difficult or prevent it;
- over the course of the performance hereof, ensure the availability of the tendered human resources, technological and organisational resources; replacements of declared human resources or subcontractors shall be permitted only with the prior written consent of the Contracting Authority;
- allow adequate control for the Contracting Authority;
- cooperate with the Contracting Authority and immediately communicate any and all documentation (financial, legal, substantive-project-related, etc.) and explanations at the Contracting Authority's request.

## **Article 5**

The objectives that must be realised by the selected contractor during the digital media buying in 2017 are as follows:

1. the reach of the campaign in terms of unique visitors at a minimum frequency of 3 per individual market shall be a minimum (according to the statistics of the ad server) as per countries/groups of countries (without fixed content packages) as follows:
  - Germany: 1.5 million.
  - Austria: 1.4 million;
  - Italy: 4.5 million;
  - Benelux (the Netherlands, Belgium): 2.5 million;
  - United Kingdom: 0.5 million
  - Russia: 12 million;
  - Hungary: 0.8 million;
  - France and Switzerland: 2.2 million;
  - Denmark, Finland and Sweden: 5.8 million;
  - Czech Republic: 0.8 million;
  - China: 1.5 million.
2. at least 80 million ad impressions (applies to all web and mobile portals with the exception of content packages);
3. from advertising on social networks, there shall be at least:
  - 100.000 new likes on Facebook page, facebook.com/slovenia.info, on the day of completion of the campaign, or the following number of new likes per individual country; Germany (at least 10.000), Austria (at least 8.000), Italy (at least 20.000), Benelux (at least 7.000), UK & Ireland (at least 10.000), USA & Canada (at least 20.000), Hungary (at least 7.000), France & Switzerland (at least 5.000), Nordic countries (at least 5.000), the Czech Republic & Poland (at least 4.000), Spain (at least 6.000);

- reach of at least 50 million Facebook users who will be reached by Facebook ads by the end of the duration of media buying;
  - at least 3 million video advertisement impressions longer than 3 seconds on YouTube, whereby the average frequency in individual markets is 2.5, and at least 0.5 million video advertisement impressions in each of the aforementioned countries or group of countries;
  - reach of at least 1.5 million Instagram users and at least 10,000 new followers on the instagram page, @feelslovenia, as a result of advertising on Instagram;
  - reach of at least 5 million VK users
  - reach of at least 800,000 LinkedIn users, of which 150,000 in Germany, 30,000 in Austria, 250,000 in Italy and 370,000 in the UK.
4. from advertising on browsers Google and Yandex, there shall be at least 300,000 users (users according to Google Analytics) to the Contracting Authority's website.

### **Obligations of Both Contracting Parties**

#### **Article 6**

Each Contracting Party shall be obliged:

- to perform its activities conscientiously and with quality, in accordance with the rules of the profession and with the due skill, care and diligence of a good manager;
- to ensure mutual notification of all relevant issues;
- to ensure mutual notification of possible damage or loss caused, or other mistakes relating to the performance of the transaction;
- to ensure timely and accurate communication of all information required for the quality and timely performance of this Contract;
- to fulfil other obligations affecting the course and implementation of the activities hereunder.

### **Contractual Value and Payment of Liabilities**

#### **Article 7**

The estimated value of the public contract is €2,475,409.84 excl. VAT or with 22% VAT, €3,020,000.00. The budget for implementing digital media buying in 2017 includes the actual purchase of advertising space, technical ad serving and other handling costs of the Contractor for the implementation of this public contract, including all taxes and fees.

The break-down of the estimated value is provided in the financial plan included in Annex 1 hereof: The financial breakdown for digital media buying in 2017 shall not exceed is €2,475,409.84 excl. VAT.



Downward deviations shall be permitted to a maximum of 0.1% of the value by individual country or groups of countries per individual medium for the entire duration of digital media buying in 2017.

The Contracting Authority shall be obliged to pay the Contractor the value of the advertising space actually purchased on individual media in individual countries or groups of countries.

The Contracting Authority shall effect payment to the Contractor to the transaction account number ..... held with bank .....

The funds required for the payment of services hereunder shall be drawn from item STO, SN \_\_\_\_\_ SM \_\_\_\_\_.

### **Article 8**

The deadline for payment shall be 30 days from the receipt of a correctly issued invoice by the Contractor. The Contractor shall submit the invoice for services rendered to the Contracting Authority within 8 working days after the Contracting Authority approves the report after each implemented flight of advertising as defined in Article 3 of this Contract, whereby the Contractor shall be obliged to observe the following reporting deadlines:

1. the Contractor is obliged to issue a report within 3 working days of completing each flight of advertising (e.g. after the first 30 days of advertising) and a final report for all the advertising rendered in 2017;
2. after the receipt of each report, the Contracting Authority shall review, approve or reject the report, with a requirement for further amendments within 3 working days. If amendments or further clarifications are needed, the Contracting Authority shall as soon as possible request the Contractor to review them within the deadline for review, and the Contractor must respond within 3 working days from receiving the request for supplementation.

The reports may be submitted for review by e-mail for faster correspondence, while the final version of the successive (final) report after approval must be submitted in paper form to the Contracting Authority's address and signed by the responsible project manager and authorised representative of the contractor, including a stamp.

### **Trade Secrets**

### **Article 9**

The Contracting Parties agree that all data which the Contractor collects on ad servers during the performance of activities which are the subject hereof constitute a trade secret and may not be divulged by the Contractor to third parties without the consent of the Contracting Authority.

## **Copyrights**

### **Article 10**

If the Contractor – when rendering the services hereunder – creates a piece of work that is copyrighted pursuant to the regulations governing copyright work, the Contractor shall assign all material copyrights of created copyrighted works to the Contracting Authority.

## **Bond**

### **Article 11**

Within 10 days of signing the Contract, the Contractor shall deliver a bank guarantee as a form of performance bond, or suretyship insurance at an insurance company as a form of performance bond, to the Contracting Authority in accordance with Form No 7 of the Tender Dossier in the amount of € .....

The submission of the bond referred to in the preceding paragraph shall be a precondition for the validity of the Contract. If the Contractor fails to submit a performance bond in accordance with this Contract, the Contract shall not enter into force.

The performance bond shall be valid until 31 December 2017.

## **Subcontractors**

### **Article 12**

*This article shall apply only if the Contractor performs the public contract with a subcontractor; otherwise it shall be deleted.*

List of subcontractors:

	Subcontractor 1	Subcontractor 2	Subcontractor 3
Name of subcontractor			
Address			
Tax number			
Company registration number			
Bank account number			

Legal representative			
The value of the part of the public contract that it intends to carry out in % or in EUR			
The type of works that are to be performed by the subcontractor			
Request for direct payment (YES/NO)			

The lead contractor shall inform the Contracting Authority during the performance of the public contract concerning any potential changes of information referred to in the preceding paragraph, and submit information about new subcontractors that they plan to additionally include in the performance at the latest within five (5) days of the change. If new subcontractors are included, the lead contractor shall also submit the following in addition to a notification:

- the names of the subcontractors and each part of the public contract that they intend to subcontract;
- list all contact information and legal representatives of the proposed subcontractors;
- the completed ESPD forms for these subcontractors, pursuant to Article 79 of the ZJN-3, and
- enclose a subcontractor's requirement for direct payment if requested by a subcontractor.

The Contracting Authority shall reject any subcontractor if there are any grounds for their exclusion, as stated in the Tender Dossier. The Contracting Authority may reject a proposal for the replacement of a subcontractor or for the inclusion of a new subcontractor even if this could affect the undisturbed performance or completion of works and if the new subcontractor fails to meet the conditions set by the Contracting Authority in the Tender Dossier relating to the awarding of a public contract. The Contracting Authority shall notify the lead contractor concerning the possible rejection of a subcontractor at the latest within ten days of receiving the proposal.

By signing this Contract, the Contractor authorises the Contracting Authority to effect payment to the subcontractor requesting direct payment for the liability arising from the supplied equipment, which it shall implement on the basis of invoices confirmed by the Contractor and issued by the subcontractor for the subject hereof. A subcontractor requesting direct payment agrees to such direct payments, which it shall confirm by signing the form on the consent to direct payments annexed hereto. The Contractor shall enclose the invoices of its subcontractors which it has previously confirmed with the invoices it issues to the Contracting Authority.

If direct payment to the subcontractor is not obligatory, the Contracting Authority shall request that the lead contractor send them at the latest within 60 days of the payment of the final invoice, or an interim certificate, a written statement and the subcontractor's written statement, which state that the subcontractor received payment for the performed construction or services or for the supply of goods that are directly connected with the subject of the public contract.

## Consortium

### Article 13

*This article of the Contract shall only apply if a consortium acts as the Contractor, otherwise it shall be crossed out.*

The legal act on the joint performance of the public contract of ..... and concluded between the members of the consortium shall form an integral part hereof and define the tasks and responsibilities of individual contractors for the performance of the public contract, namely the following at a minimum:

- appointment of the lead partner for the performance of the public contract;
- power of attorney to the lead partner and the responsible person for the conclusion and signing of the contract;
- scope of services that an individual tenderer shall render and its responsibilities;
- statement that all the tenderers in a joint tender are familiar with the Instructions for Tenderers and the Terms of Reference, as well as the criteria for the award of the public contract, and that they agree to these in their entirety;
- statement that all tenderers are familiar with the payment terms stipulated in the Tender Dossier; and
- an undertaking to be jointly and severally liable to the Contracting Authority.

The list of partners in a joint tender:

	Partner 1	Partner 2	Partner 3
Name of partner			
Address			
Tax number			
Company registration number			
Bank account number			
Legal representative			
The portion of the public contract that it intends to carry out			

## Final provisions

### Article 14

If any of the Contracting Parties fail to fulfil the obligations under this Contract, the other Party may withdraw from the Contract prior to its expiry without notice and without suffering any consequences.

If the Contracting Authority terminates the Contract due to the fault of the Contractor, it shall have the right to request that the Contractor carry out the services referred to herein under the conditions hereof until the Contracting Authority selects a new provider of services. If the Contracting Authority terminates this Contract due to the fault of the Contractor, it shall have the right to request from the Contractor the payment of a contractual penalty in the amount of 5% of the estimated contractual value. The Contracting Authority shall also have the right to request the contractual penalty if it suffered no damage due to the breach of obligations by the Contractor. If the damage incurred to the Contracting Authority is greater than the contractual penalty, the Contracting Authority shall have the right to claim the difference to the full indemnity.

#### **Article 15**

To the extent that the Contracting Authority fails to obtain funds from the fund provider (Ministry of Economic Development and Technology) to settle liabilities arising from this Contract or fails to obtain a sufficient quantity of assets, the Contracting Authority reserves the right to cancel this Contract or reduce the scope of the services contracted. The Contractor herewith disclaims any claims thereof. In the event of the emergence of circumstances mentioned in the preceding sentences, the Contracting Authority shall promptly inform the Contractor thereof and in an appropriate manner.

#### **Article 16**

This Contract shall be void if any party – on behalf, or for the account, of the other Contracting Party – promises, offers or provides any other undue advantage to a member of management and/or any employee of the Contracting Authority, representative or agent of a public sector body or organisation for the purpose of:

- obtaining a business deal; or
- concluding a business deal under more favourable conditions; or
- omitting *ex officio* supervision of the performance of contractual obligations or other act or omission which causes damage or loss to the Contracting Authority, or if this enables the acquisition of an undue advantage by management personnel and/or any employee of the Contracting Authority or an agent of a public sector body or organisation, the other Contracting Party or its representative, agent or intermediary.

#### **Article 17**

The Contractor undertakes to perform the public contract with professionally trained workers or staff, taking into account all occupational safety requirements and labour legislation requirements applicable in the Republic of Slovenia.

### Article 18

The Contracting Authority shall appoint as custodian of this Contract ..... (full name);  
.....@..... (e-mail); ..... (phone)

The Contractor shall appoint as custodian of this Contract ..... (full name);  
.....@..... (e-mail); ..... (phone)

All notifications relating to the fulfilment of contractual obligations shall be sent in writing by post, fax or e-mail.

### Article 19

The Contracting Parties shall attempt to resolve any possible disputes associated with this Contract consensually, amicably and without the intervention of a court. If disputes cannot be resolved in this manner, they shall be decided upon by a court in Ljubljana with subject matter jurisdiction pursuant to the laws of the Republic of Slovenia.

### Article 20

This Agreement has been concluded in Slovenian and English. In the event of a lack of clarity, the text in Slovenian shall take precedence with regard to the interpretation of contractual provisions.  
*(this article shall apply if the Contract has also been concluded in English, otherwise it shall be crossed out)*

### Article 21

This Contract is deemed to have been concluded on the day it is signed by both Contracting Parties under the suspensive condition laid down in Article 11 hereof, and remains in effect until 31 December 2017.

This Contract is drawn up in four (4) identical copies, of which the Contracting Authority receives three (3) copies and the Contractor receives one (1) copy.

Place and date: .....

Place and date: .....

Contracting Authority:

Contractor:

**The Slovenian Tourist Board**

**Director**

**Maja Pak, Msc**

Integral parts of this Contract:

- Appendix 1 to the Contract – Financial breakdown of digital media buying in 2017
- Tender Dossier of .....
- Contractor's tender of .... including detailed specification of ad formats in different countries (xls sheets)

## Appendix 1: Financial Breakdown of Digital Media Buying in 2017

KEY EUROPEAN MARKETS	WEBSITES/ PROGRAMMATIC	YOU TUBE	SOCIAL NETWORKS	SEARCH MARKETING	TOTAL
<b>GERMANY</b>	<b>290.000</b>	<b>30.000</b>	<b>70.000</b>	<b>30.000</b>	<b>420.000</b>
<i>spiegel.de</i>	60.000				
<i>suddeutsche.de</i>	50.000				
<i>focus.de (content pck.)</i>	40.000				
<i>Outbrain native</i>	60.000				
<i>Video programmatic</i>	60.000				
<i>tripadvisor.de</i>	10.000				
<i>bergfex.de</i>	10.000				
<i>Youtube</i>		30.000			
<i>Facebook</i>			40.000		
<i>Instagram</i>			10.000		
<i>LinkedIn</i>			20.000		
<i>Google search</i>				30.000	
<b>AUSTRIA</b>	<b>230.000</b>	<b>20.000</b>	<b>50.000</b>	<b>20.000</b>	<b>320.000</b>
<i>krone.at</i>	50.000				
<i>oe24.at</i>	60.000				
<i>kleinezeitung.at (content pck.)</i>	40.000				
<i>Outbrain native</i>	40.000				
<i>Video programmatic</i>	40.000				
<i>Youtube</i>		20.000			
<i>Facebook</i>			30.000		
<i>Instagram</i>			10.000		
<i>LinkedIn</i>			10.000		
<i>Google search</i>				20.000	
<b>ITALIA</b>	<b>270.000</b>	<b>20.000</b>	<b>50.000</b>	<b>30.000</b>	<b>370.000</b>
<i>Repubblica.it</i>	60.000				
<i>Corriere.it</i>	70.000				
<i>Outbrain native</i>	60.000				
<i>Video programmatic</i>	60.000				
<i>tripadvisor.it</i>	10.000				
<i>bergfex.it</i>	10.000				
<i>Youtube</i>		20.000			
<i>Facebook</i>			30.000		
<i>Instagram</i>			10.000		
<i>LinkedIn</i>			10.000		
<i>Google search</i>				30.000	



KLJUČNI EVROPSKI TRGI	SPLETNI PORTALI/ PROGRAMATIČNO OGLAŠEVANJE	YOU TUBE	SOCIALNA OMREŽJA	ISKALNI MARKETING	SKUPAJ
<b>BENELUX</b>	<b>145.000</b>	<b>15.000</b>	<b>30.000</b>	<b>10.000</b>	<b>200.000</b>
<i>hln.be</i>	50.000				
<i>nu.nl</i>	50.000				
<i>Video programmatic</i>	35.000				
<i>tripadvisor.nl</i>	10.000				
<i>Youtube</i>		15.000			
<i>Facebook</i>			20.000		
<i>Instagram</i>			10.000		
<i>Google search</i>				10.000	
<b>UK &amp; IRELAND</b>	<b>170.000</b>	<b>30.000</b>	<b>60.000</b>	<b>30.000</b>	<b>290.000</b>
<i>theguardian.com (cont.pck.)</i>	40.000				
<i>bbc-branded hub (cont.pck.)</i>	60.000				
<i>Outbrain native</i>	30.000				
<i>Video programmatic</i>	40.000				
<i>Youtube</i>		30.000			
<i>Facebook</i>			30.000		
<i>Instagram</i>			10.000		
<i>LinkedIn</i>			20.000		
<i>Google search</i>				30.000	
<b>RUSSIA</b>	<b>230.000</b>	<b>0</b>	<b>30.000</b>	<b>40.000</b>	<b>300.000</b>
<i>yandex.ru</i>	70.000				
<i>rambler.ru</i>	50.000				
<i>lenta.ru</i>	50.000				
<i>Video programmatic</i>	60.000				
<i>V-Kontakte</i>			30.000		
<i>Yandex search</i>				40.000	
<b>TOTAL</b>	<b>1.335.000</b>	<b>115.000</b>	<b>290.000</b>	<b>160.000</b>	<b>1.900.000</b>

OVERSEAS MARKETS	WEBSITES/ PROGRAMMATIC	YOU TUBE	SOCIAL NETWORKS	SEARCH MARKETING	TOTAL
<b>CHINA</b>	<b>100.000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.000</b>
<i>Wall street Journal</i>	100.000				
<b>USA &amp; CANADA</b>	<b>240.000</b>	<b>0</b>	<b>40.000</b>	<b>0</b>	<b>280.000</b>
<i>Cnn.com (cont.pck.)</i>	120.000				
<i>bbc-branded hub (cont.pck.)</i>	60.000				
<i>Video programmatic</i>	60.000				
<i>Facebook</i>			30.000		
<i>Instagram</i>			10.000		
<b>TOTAL</b>	<b>340.000</b>	<b>0</b>	<b>40.000</b>	<b>0</b>	<b>380.000</b>

OTHER EUROPEAN MARKETS	WEBSITES/ PROGRAMMATIC	YOU TUBE	SOCIAL NETWORKS	SEARCH MARKETING	TOTAL
<b>HUNGARY</b>	<b>40.000</b>	<b>0</b>	<b>30.000</b>	<b>0</b>	<b>70.000</b>
<i>origo.hu (news in travel)</i>	20.000				
<i>Video programmatic</i>	20.000				
<i>Facebook</i>			20.000		
<i>Instagram</i>			10.000		
<b>FRANCE &amp; SWITZERLAND</b>	<b>130.000</b>	<b>0</b>	<b>30.000</b>	<b>20.000</b>	<b>180.000</b>
<i>lemonde.fr</i>	50.000				
<i>blick.ch</i>	40.000				
<i>Video programmatic</i>	40.000				
<i>Facebook</i>			20.000		
<i>Instagram</i>			10.000		
<i>Google search</i>				20.000	
<b>NORDIC COUNTRIES (Denmark, Finland, Sweden)</b>	<b>220.000</b>	<b>0</b>	<b>50.000</b>	<b>30.000</b>	<b>300.000</b>
<i>bt.dk</i>	50.000				
<i>aftonbladet.se</i>	60.000				
<i>hs.fi</i>	60.000				
<i>Video programmatic</i>	50.000				
<i>Facebook</i>			40.000		
<i>Instagram</i>			10.000		
<i>Google search</i>				30.000	
<b>CZECH REP. &amp; POLAND</b>	<b>70.000</b>	<b>0</b>	<b>20.000</b>	<b>20.000</b>	<b>110.000</b>
<i>novinky.cz</i>	20.000				
<i>onet.pl, newsweek (cont.p.)</i>	30.000				
<i>Video programmatic</i>	20.000				
<i>Facebook</i>			10.000		
<i>Instagram</i>			10.000		
<i>Google search</i>				20.000	
<b>SPAIN</b>	<b>50.000</b>	<b>0</b>	<b>30.000</b>	<b>0</b>	<b>80.000</b>
<i>elmundo.es (cont.pck)</i>	50.000				
<i>Facebook</i>			20.000		
<i>Instagram</i>			10.000		
<b>TOTAL</b>	<b>510.000</b>	<b>0</b>	<b>160.000</b>	<b>70.000</b>	<b>740.000</b>

	WEBSITES/ PROGRAMMATIC	YOU TUBE	SOCIAL NETWORKS	SEARCH MARKETING	TOTAL
<b>TOTAL ALL MARKETS</b>	<b>2.185.000</b>	<b>115.000</b>	<b>490.000</b>	<b>230.000</b>	<b>3.020.000</b>

**All amounts are in € with included VAT!**

Appendix 2: Sample report for the country

Portal	Ad format *	Position on portal **	Planned ad impressions/costs	Delivered ad impressions/costs	Delivered unique visitors	Delivered Clicks	Delivered CTR	NO. of in-stream impressions	Frequency	Bounce rate (%) ***	Pages per visit ***	Average time on site ***	Nett CPV/CPV	Planned budget ****	Realized budget ****	Difference****
lapresse.de	Video pre-roll (RCS)	RCS														
soeddeutsche.de	Video pre-roll (RCS)	RCS														
fraport.de	30s/45s/1:30s	RCS														
TOTAL																

Placement	Planned video views / clicks	Realized video views	Realized clicks	CTR	Unique cookies	Frequency	Active view viewable impression	Delivered ad impressions	Video viewed up to 25%	Video viewed up to 50%	Video viewed up to 100%	CPV	CPM	CPC	Planned budget ****	Realized budget ****	Difference****
Youtube (non-skippable ads)																	
Youtube (true view)																	
IGN																	
others																	

Placement	Planned video views / clicks	Realized video views	Realized clicks	CTR	Page likes	Reach	Video viewed up to 25%	Video viewed up to 50%	Video viewed up to 100%	CPV	CPC	Planned budget ****	Realized budget ****	Difference****
Video														
Carousel														
Page like														
Instagram														

Comments

Recommendations

Source of all metrics (if not marked otherwise) have to be one of requested adserver, Youtube, Facebook&Instagram, Twitter, 300x250, 160x600, 728x90, 300x600, Wallpaper, Takeover, Billboard, Filmstrip, Portrait, Pushdown, Sidekick, Slider, Mobile, VIDEO (and others if planned)  
Homepage, Section, Article or RCS  
Data from Client's Google analytics  
Planned budget is value based on media plan and approved by client. Realized budget is value which occurred during period.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_