

Public contract number: **JNM-0005/2020-S-POG-STO**
Date: **22 February 2020**

DOCUMENTATION ON AWARDING THE PUBLIC CONTRACT

Subject of the public contract:
**Marketing activities on the markets of the USA and Canada from March 2020 until the end of
February 2021**

Public contract number:
JNM-0005/2020-S-POG-STO

The public contract that in accordance with the **procedure for low-value contracts** was published on
the public procurement portal under publication number _____ on _____.

INVITATION TO TENDER

Pursuant to the Public Procurement Act (Official Gazette of the Republic of Slovenia [*Uradni list RS*], Nos. 91/15 and 14/18; hereinafter: ZJN-3), the Slovenian Tourist Board, Dimičeva ulica 13, 1000 Ljubljana, invites bidders to submit their bids in accordance with the documentation related to the awarding of a public contract pursuant to the procedure for low-value contracts, whereby the subject of the contract is "Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021." Bids must be submitted at the latest by: **20 February 2020 by 12:00 Central European Time.**

Bidders shall submit their e-bid through the following link: <https://ejn.gov.si>.

Bidders must submit their bids through the eJN information system at <https://ejn.gov.si> in accordance with point 3 of the Instructions for the use of the information system for the electronic submission of bids in eJN: BIDDERS (hereinafter: Instructions on the use of eJN), which is part of these documents and published at <https://ejn.gov.si/dam/jcr:d5e55783-1bb6-43a9-bf12-6bf11bf5fe2b/Navodila%20za%20uporabo%20aplikacije%20eJN2-ponudniki%20koncna%202.10-nov.pdf> (copy link) .

Before submitting a bid, bidders must register at <https://ejn.gov.si> in accordance with the Instructions on the use of eJN. If a bidder has already registered in the eJN information system, they should log in to the application at the same address.

The user, authorised in the eJN information system to submit bids, shall submit the bid by clicking the "ODDAJ" (SUBMIT) button. Upon the submission of the bid, the eJN information system will record the user's identity and the time the bid was submitted. When submitting the bid, the user declares and expresses the intention to submit a binding bid in the name of the bidder (Article 18 of the Code of Obligations (Official Gazette of the Republic of Slovenia [*Uradni list RS*], Nos. 97/07, 64/16 – Constitutional Court Decision and 20/18 – OROZ631)). After the submission, the bid shall remain binding for the period determined in the bid unless the user withdraws or changes it before the expiry of the bid submission deadline.

A bid shall be deemed submitted on time if the Contracting Authority receives it through the eJN system at <https://ejn.gov.si> at the latest by the above deadline. A bid shall be deemed submitted if it is designated as "ODDANO" (SUBMITTED) in the eJN information system.

Bidders may withdraw or amend their bids before the bid submission deadline. If a bidder withdraws their bid from the eJN information system, the bid is deemed not submitted, and the Contracting Authority will not see it in the eJN information system. If a bidder amends their bid in the eJN information system, the last submitted bid is open in the eJN information system for the Contracting Authority.

Bids may not be submitted after the submission deadline.

THE OPENING OF BIDS

Bids shall be opened automatically in the eJN information system on **20 February 2020 Central European Time** and shall start at **12:05** at <https://ejn.gov.si>.

The opening shall be carried out in such a way that the eJN information system, at the time determined for the public opening of bids, automatically displays the information on bidders and variants if required or permitted, and facilitates access to PDF files uploaded by bidders in the eJN system under "Predračun" (Bid Estimate).

The Contracting Authority's contact person: Maša Puklavec and Lucija Jager

Director
Mag. Maja Pak

I. GENERAL PROVISIONS OF THE PUBLIC CONTRACT

1. Public contract implementation method

The Contracting Authority shall award the contract for **Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021** in its entirety. The public contract is not divided into lots. A bidder shall offer all the types of services put up for tender (partial bids are excluded).

The bidder 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 a partner whose capacities are used by the bidder, may only participate in one bid for the same contract, otherwise all bids in which the bidder participates shall be excluded.

2. Communication with the Contracting Authority

Bidders may communicate with the Contracting Authority solely in writing, as stipulated in the tender documents.

3. Association of the Contracting Authority and the Bidder

A bidder may not be indirectly or directly associated with any person or persons who drew up these tender documents.

4. Language

The Contracting Authority shall publish tender documents for the public contract in Slovenian and English on the public procurement portal www.enarocanje.si. Tender documents in English do not differ in terms of content from tender documents in Slovenian. In the event of a lack of clarity, the text in Slovenian shall take precedence with regard to interpreting the provisions of tender documents.

Bidders may submit bids in Slovenian or English. The agreement on the implementation of this public contract shall be concluded 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 contractual provisions.

5. Status changes

If the status of the bidder changes at any time during the term of the public contract and before the expiry of the agreement between the Contractor and Contracting Authority based on this public contract, the bidder 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 capacity.

6. Joint bid

A group of economic operators, including temporary associations, may submit a joint bid. If the bid of a group of economic operators is selected, the Contracting Authority shall request that this group submit 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 execution of the public contract shall define in detail the tasks and responsibilities of the individual contractors for the implementation of the entire public contract. Notwithstanding the above, they shall be jointly and severally liable to the Contracting Authority. Legal entities must name the persons responsible for implementing this public contract.

The legal act on the joint execution of the public contract must define in detail the tasks and responsibilities of individual contractors for the implementation of this public contract, i.e. at a minimum:

- a. appointment of the lead partner for the implementation of the public contract;
- b. power of attorney to the lead partner and the responsible person of the lead partner for the conclusion and signing of the agreement with the Contracting Authority;
- c. scope of services that an individual bidder is to provide and their responsibilities;
- d. statement that all the bidders in a joint bid are familiar with the instructions for bidders and the terms of reference, as well as the criteria for awarding the public contract, and that they agree to these in their entirety;
- e. statement that all bidders are familiar with the terms of payment stipulated in the tender documents, and
acknowledgement that they shall be jointly and severally liable to the Contracting Authority.

The above legal act on a joint bid shall be valid for the entire period in which such a consortium implements the public contract.

If a bidder offers a joint bid, they shall mark on Form No. 1 that a joint bid is being submitted, and suitably complete Form No. 2.

7. Subcontractors

A bidder may subcontract a part of the public contract. A subcontractor is 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 contract for the bidder.

If a bidder performs a public contract related to services with subcontractors, the bid must:

- f. list all subcontractors and each part of the public contract that they intend to subcontract;
- g. list all contact information and legal representatives of the proposed subcontractors;
- h. include a subcontractor's requirement for direct payment if so requested by the subcontractor.

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 of such services at the latest within five days of the change. If new subcontractors are included, the Lead Contractor shall also, in addition to the notification, send the data and documents referred to in indents two and three of the preceding paragraph.

If the subcontractor requires direct payment, it shall be deemed that the subcontractor finds direct payment mandatory, and this obligation shall be binding on the Contracting Authority and the Lead Contractor.

If direct payment to the subcontractor is not mandatory, 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, stating that the subcontractor received payment for the performed works or services 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 to the subcontractors of the subcontractors of the Lead Contractor or any further subcontractors in the chain of subcontractors, whereby the provisions herein shall apply *mutatis mutandis*.

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

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 bidder may, if necessary, use the capacities of other entities when performing a public contract, regardless of the legal relationship between the bidder and such entities. Relating 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 bidder may use the capacities of other entities only if such entities provide the services for which such capacities are required. If a bidder wishes to use the capacities of other entities, the bidder shall prove to the Contracting Authority that the necessary resources will be available, for example, by submitting assurances of these entities issued for this purpose.

In the event that the entities, the capacities of which a bidder intends to use, fail to meet suitable conditions for cooperation and there are grounds to exclude them, the Contracting Authority shall require that the bidder replace the entity that fails to meet the cooperation criteria.

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

9. Foreign bidders

Bidders who do not have head offices in the Republic of Slovenia must meet identical conditions as bidders with head offices in the Republic of Slovenia.

10. Ownership structure information

The selected bidder must submit information on the following:

- i. participation of natural persons (name and surname, address of residence and equity share) and legal entities involved in the bidder's ownership,
- j. economic operators that are deemed to be their associated companies according to the provisions of the act governing companies.

11. Variant bids

The Contracting Authority shall not take into consideration variant bids. Each bidder may submit only one bid. A bidder that submits more than one bid shall be excluded from the procedure.

12. Explanations of the tender documents

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

If a bidder requests any additional explanations with regard to these documents or with regard to the preparation of their bid, they shall submit such a request at the latest by 13 February 2020 by 10:00 Central European Time.

The Contracting Authority shall provide the additional explanation regarding these documents through the Public Procurement Portal at the latest by 17 February 2020 by 16:00 Central European Time, 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 documents

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

After the period for submitting bids expires, the Contracting Authority shall not modify or amend the tender documents.

If the Contracting Authority amends or supplements the documentation on awarding the public contract, the Contracting Authority shall duly extend the deadline for the submission of bids according to the scope and content of the amendments.

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

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

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

14. Bid permissibility

A permissible bid is a bid submitted by a bidder for which there are no grounds for exclusion and which complies with the conditions required for participation, whose bid meets the needs and requirements of the Contracting Authority set out in the technical specifications and in the documents relating to the award of the public contract, which has arrived in a timely manner, regarding which no illegal negotiations or corruption have been determined, and which was not assessed 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, such data shall not be taken into account.

15. Permissible supplementing of the bid, calculation errors

If information or documentation that the bidder must submit is or seems to be incomplete or incorrect or if individual documents are missing, the Contracting Authority shall require that the bidder submit 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 bidder amend, correct, change or clarify its bid 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 documents may only refer to the elements of the bid, the existence of which may be objectively verified prior to the expiry of the deadline set for the submission of bids. If a bidder fails to submit a missing document or to amend, correct, or clarify particular information or documentation, the Contracting Authority shall exclude that bidder.

When a correction or amendment of an evident mistake does not result in a submission of a new bid due to the correction or amendment mentioned beforehand, the bidder must not amend or correct the following:

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

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

16. Providing misleading data

The Contracting Authority shall submit a proposal to the National Review Commission to initiate offence proceedings:

- if the Contracting Authority finds justified grounds to suspect that the bidder submitted a false statement in the public contract procedure, or a counterfeit or modified document, claiming it to be a genuine document pursuant to paragraph eleven of Article 89 of the ZJN-3,
- if the Lead Contractor fails to act in accordance with Article 94 of the ZJN-3.

17. Cost of bidding

The bidder shall carry all costs related to the preparation and submission of the bid, including costs of information material and catalogues if the Contracting Authority requests them. 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 bidder.

18. Payment terms

The Contracting Authority shall pay for the services on a monthly basis. The deadline for payment shall be 30 days from the receipt of a correctly issued invoice. The Contractor shall submit to the Contracting Authority monthly reports on the services performed in each month on **the 4th day of the following month.**

For quicker correspondence, reports may be submitted for review by e-mail.

19. Price

The estimated value of the public procurement is EUR 80.000 excluding VAT or EUR 97.600 including VAT, i.e.

- EUR 66.000 excluding VAT or EUR 80.520 including VAT for implementation of services
- EUR 14.000 excluding VAT or EUR 17.080 including VAT for travel expenses of the selected bidder incurred when implementing the service 'support to the Contracting Authority and attendance at events'.

The prices in the bid expressed in euros (EUR) shall be final and fixed and must include all elements of which they will consist. The bid prices are exclusive of VAT and are fixed for the entire duration of the contract.

20. Abnormally low bids

If the Contracting Authority finds that, for a specific contract and considering its requirements, the bid 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 bidder clarify the price or the costs in the bid. The Contracting Authority shall also verify whether a bid is abnormally low if its value is more than 50% lower than the average value of bids submitted in a timely manner, and more than 20% lower than the bid placed second, but only if it has received at least four bids submitted in a timely manner. When the Contracting Authority examines the permissibility of all bids during the public contract procedure, it shall verify pursuant to the preceding sentence whether a particular bid is abnormally low with respect to permissible bids.

Before it excludes the abnormally low bid, the Contracting Authority shall request that the bidder submit in written form detailed information and substantiation of the elements of the bid which are deemed to be essential for the execution of the public contract or which have an impact on the classification of bids.

The Contracting Authority shall assess the clarifications by consulting with the bidder. It shall reject the bid 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 bid 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:

Seq. no.	Criterion	No. of points
1	Lowest offered price for implementation of services without VAT	50
2	Assessment of the proposal of the plan for communicating with the business public	25
3	Evaluation of the sample pitch	25

CRITERION 1: Lowest offered price for implementation of services without VAT (50 points)

The bidder offering the lowest price for implementation of services without VAT shall receive 50 points and other bidders proportionately less according to the following formula:

No. of points = (lowest offered price for implementation of services / price offered in the bid being assessed) * 50.

The Contracting Authority shall convert the bid price to two decimals by rounding up the values of points reaching or exceeding five thousandths of a point, while in other cases they will remain unchanged (e.g. the value 2.236 is rounded to 2.24, the value 3.452 to 3.45).

CRITERION 2: Assessment of the proposal of the plan for communicating with the business public (25 points)

This criterion will be assessed by an expert committee that the contracting authority will appoint from among the experts in the area covered by the public contract. The expert committee will give one assessment for each tenderer.

In addition to the required forms, in its tender the tenderer shall also include proposal of the plan for communicating with the business public (representatives of travel agencies and tour operators) in the US and Canada, taking account the key activities demanded by the contracting authority.

Assessment of the proposal of the plan for communicating with the business public:

P1. Market overview and forecast (0–12 points)

P2. Proposal of the best activities for communicating with business public in the US and Canada (0–13 points)

The proposal of the plan for communicating with the business public should include:

P1. Market overview and forecast.

The tenderer shall briefly present the following:

- a. An overview of the status quo in the US and Canadian tourism markets;
- b. The leading tour operators and travel agencies in the US and Canadian markets (at least ten per market);
- c. Next-year trends and forecasts in leisure travel and travel packages sold by tour operators and travel agencies (with emphasis on selling European destinations);
- d. The challenges and opportunities for promoting Slovenia as a tourist destination based on the status quo, trends and forecasts.

With the “market overview and forecast” sub-criterion, the evaluator can grade the tenderer’s answers the following way:

- a. 0 points: no presentation provided, 2 points: presentation provided, 3 points: presentation is well-grounded and substantiated with additional data sources;
- b. 0 points: no answer provided, 2 points: answer provided only for one market (the US or Canada), 3 points: answer provided for both markets (the US and Canada);
- c. 0 points: no presentation provided, 2 points: presentation provided, 3 points: presentation is well-grounded and substantiated with additional data sources;
- d. 0 points: no presentation provided, 2 points: presentation provided, 3 points: presentation is well-grounded and substantiated with additional data sources;

With the “market overview and forecast” sub-criterion, the tenderer can score a maximum of 12 points.

P2. Proposal of the best activities for communicating with business public in the US and Canada.

Provide an example of the best set of activities, based on experience and the current situation in the market:

- a. To reach the tour operators’ key decision-makers with the purpose of including Slovenia in their travel packages;
- b. To reach the extension the length of stay (i.e., number of days) in Slovenia offered by current travel packages.
- c. For providing effective training on Slovenia as a tourist destination to representatives of travel agencies and tour operators.

With the “proposal of the best activities for communicating with business public in the US and Canada” sub-criterion, the evaluator can grade the tenderer’s answers the following way:

- a. 0 points: no answer provided, 2 points: answer provided, 4 points: answer provided and substantiated;
- b. 0 points: no answer provided, 2 points: answer provided, 4 points: answer provided and substantiated;
- c. 0 points: no answer provided, 2 points: answer provided, 5 points: answer provided and substantiated.

With the “proposal of the best activities for communicating with business public in the US and Canada” sub-criterion, the tenderer can score a maximum of 13 points.

The maximum number of points the tenderer can score for the criteria related to the proposal of the plan for communicating with the business public is 25.

CRITERION 3: Evaluation of the sample pitch (25 points)

This criterion shall be assessed by an expert committee appointed by the Contracting Authority and selected among the experts in the field of the relevant public contract. The expert committee will give one assessment for each tenderer.

In addition to relevant forms, the bidder shall also provide a sample PR text on the topic of Slovenia as a tourist destination that offers unique experiences for guests from the USA and Canada throughout the year. With the text, the bidder must show that Slovenia is a destination offering diverse experiences in all seasons. The text must address guests classified under the segment, Sociable Foodies¹. It must be written in English in order to communicate with media in the USA and Canada, which address the selected segment group. The message must consist of one standard page (one standard page consists of 1,500 characters without spaces).

The expert committee shall assess the received addresses to the media according to the following parameters:

P1 Style and tone of writing and appropriate quantity of information (0–10 points)

P2 Suitability of English terminology with reference to informing the media (comprehensibility and clarity of the communicated message) (0–5 points)

P3 Suitable knowledge of the topic proposed and segment group (0–10 points)

P1 Pitch writing style and tone and appropriate quantity of information

The message must draw the interest of the media to Slovenia, encourage thinking about new stories that could be written down, and stimulate engagement, attention and curiosity. It must be written in a suitable style and tone, which includes positivity and highlighting suitable comparative advantages vis-à-vis competitive destinations as the leading information we wish to emphasise.

The evaluator may assess the sample pitch submitted by the bidder with points from 0 to 10 according to the sub-criterion, pitch writing style and tone and appropriate quantity of information, from the lowest grade (the criterion was not fully met – 0 points) to the best grade (the criterion was fully met –10 points). The criterion is not fully met when the bidder’s pitch fails to meet all elements provided in the preceding paragraph. The criterion is considered fully met when the bidder’s pitch meets all elements provided in the preceding paragraph. The expert committee may also assess provided pitches with interim grades, i.e. by individual points, e.g. 1 point, 2 points, 3 points and so on to 10 points, as per poorer or better

¹ Characteristics of the segment are defined in more detail in the report, Personas of Slovenian tourism, published at https://www.slovenia.info/uploads/poslovno/raziskave_analize/personae_anglesko/segmentation_-_personas.pdf

inclusion of elements determining the sub-criterion, pitch writing style and tone and appropriate quantity of information.

P2 Suitability of English terminology with reference to informing the media (comprehensibility and clarity of the communicated message)

The text in English complies with the purpose and segment group. It has no grammar mistakes and its selected terminology is clear and comprehensible to the media.

The evaluator may assess the sample pitch submitted by the bidder with points from 0 to 5 according to the sub-criterion, suitability of English terminology with reference to informing the media, from the lowest grade (the criterion was not fully met – 0 points) to the best grade (the criterion was fully met – 5 points). The criterion is not fully met when the bidder's pitch fails to meet all elements provided in the preceding paragraph. The criterion is considered fully met when the bidder's pitch meets all elements provided in the preceding paragraph. The expert committee may also assess provided pitches with interim grades, i.e. by individual points, e.g. 1 point, 2 points, 3 points and so on to 5 points, as per poorer or better inclusion of elements determining the sub-criterion, suitability of English terminology with reference to informing the media.

P3 Suitable knowledge of the topic proposed and segment group

The sample pitch must incorporate current developments, correct data and sufficient information for the selected segment group on the topic of Slovenia as a year-round tourist destination. The topic must be represented to such an extent that the media obtain sufficient information about Slovenia as a tourist destination.

The evaluator may assess the sample pitch submitted by the bidder with points from 0 to 10 according to the sub-criterion, suitable knowledge of the topic proposed and segment group, from the lowest grade (the criterion was not fully met – 0 points) to the best grade (the criterion was fully met – 10 points). The criterion is not fully met when the bidder's pitch fails to meet all elements provided in the preceding paragraph. The criterion is considered fully met when the bidder's pitch meets all elements provided in the preceding paragraph. The expert committee may also assess provided pitches with interim grades, i.e. by individual points, e.g. 1 point, 2 points, 3 points and so on to 10 points, as per poorer or better inclusion of elements determining the sub-criterion, suitable knowledge of the topic proposed and segment group.

The maximum number of points that the bidder may receive for criteria relating to the evaluation of the sample pitch is 25.

The contract shall be awarded to the bidder who collected the highest number of points, i.e. the sum of points received under each criterion:

- **CRITERION 1: Lowest offered price for implementation of services without VAT (50 points)**
- **CRITERION 2: Assessment of the proposal of the plan for communicating with the business public (25 points)**
- **CRITERION 3: Evaluation of the sample pitch (25 points)**

23. Agreement

When preparing their bid, the bidder shall also take into account all obligations arising from the sample agreement, which is an annex to these tender documents. The bidder shall initial each page of the sample agreement, whereby confirming that they agree with the text thereof.

The selected bidder shall receive an agreement to sign, the content of which shall be identical to that of the sample agreement. It shall be supplemented only with the data from the bid. The Contracting Authority shall not permit the selected bidder to change the contractual provisions.

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

24. Data confidentiality

The Contracting Authority shall not disclose any information that the bidder submits and labels as a business 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 data that, pursuant to the provisions of the act governing personal data protection and classified data protection, is personal or confidential 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 bid value as well as all the information that affected the classification of the bid 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, unless they contain business secrets, classified or personal data. Prior to this date, the provisions of the act governing access to public information shall not apply.

25. Staying the procedure, rejection, withdrawal

The Contracting Authority may stay the procedure for awarding the public contract at any time prior to the deadline for the submission of bids. The Contracting Authority may reject all bids in any phase of the procedure following the deadline for the opening of bids. After the decision on the awarding of the public contract becomes final, the Contracting Authority may, in the period prior to signing the public contract, withdraw from performing the public contract. The Contracting Authority shall publish its decision on staying the procedure for awarding the public contract or rejecting all bids 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 bidders may incur due to the staying of the procedure or rejection of all bids, nor shall it be liable for any damage or loss to the selected bidder due to the agreement not being signed.

Until the decision is final, the Contracting Authority may alter its decision on its own initiative, and adopt a new decision, replacing the previous one with a view to eliminating an illegality in the preliminary determination of the merits.

26. Failure to meet contractual obligations

The Contracting Authority reserves the right to terminate the agreement entered into with a supplier that is in breach of the contractual provisions. The Contracting Authority shall not allow the participation of such a supplier in other public contracts of the Contracting Authority for the next three years.

27. Legal protection

A bidder 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 in 63/13, 90/14 – ZDU-1, 60/17 and 72/19; hereinafter: ZPVPJN).

II. QUALITATIVE SELECTION

All economic operators participating in the performance of the relevant public contract shall submit the form "Statement" within the tender documents in order to show that they meet the conditions described below.

The Contracting Authority reserves the right to verify the existence and content of the statements in the bid in accordance with paragraph three of Article 47 of the ZJN-3 if it doubts that the bidder's statements are true.

1. Reasons for exclusion

1.1. *Reasons relating to criminal convictions*

The Contracting Authority shall exclude an economic operator from participating in the public contract if it finds, through verification in accordance with Articles 77, 79 and 80 of the ZJN-3, or is otherwise made familiar with the fact that the economic operator or a person acting as member of the administrative, management or supervisory body of this economic operator or who has authorisations for their representation or decision-making or supervision thereof was the subject of a final judgement that has elements of criminal offences, as defined in paragraph one of Article 75 of the ZJN-3.

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

The Contracting Authority shall exclude an economic operator from participation in the public contract when it is established, by verification in accordance with Articles 77, 79 and 80 of the ZJN-3, 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 act governing financial administration collected by the tax authority in accordance with the regulations of the country in which it has its head office or with the regulations of the country of the Contracting Authority if such unpaid overdue liabilities total EUR 50 or more as at the date of the submission of the bid or application. A bidder shall also be considered not in compliance with its obligations as referred to in the preceding sentence if, by the date of the submission of the bid or application, 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 bid or application.

1.3 *National reasons for exclusion*

1.3.1 *National provision – records with negative references*

The Contracting Authority shall exclude an economic operator from the public contract if, on the day when the deadline for the submission of bids expires, the economic operator is excluded from the public contract due to their inclusion in the register of economic operators with negative references.

1.3.2 *National provision – violations in the field of employment relations and undeclared employment*

The Contracting Authority shall eliminate from the public contract procedure any economic operator if, in the three years before the expiry of the deadline for the submission of bids or applications, a

competent body in the Republic of Slovenia or another Member State or a third country established at least two violations by this economic operator in relation to payment for work, working time, rest, performance of work on the basis of civil law contracts despite the existence of elements of a labour relationship or in relation to undeclared employment, for which it has been fined with a final decision or multiple final decisions.

2. Participation criteria

- A) The bidder must have performed activities as a PR agency since at least 1 January 2017. A PR agency is (definition by Forbes: <https://www.forbes.com/sites/robertwynne/2013/04/10/what-does-a-public-relations-agency-do/#11822b4c75d9>) an agency which strives to have best relations possible with the media and maintains relations with individual media in a certain market. It also strives to highlight individual products/companies/brands/destinations through editorial boards of various media.
- B) The bidder must have its head office or branch office or subsidiary or a unit organised in another way in the USA (East Coast) from where they would perform activities for the Contracting Authority, which are the subject of this public contract.
- C) The bidder shall provide two experts who must meet the following conditions:

- **Expert 1:**

The appointed expert must have at least three years of work experience and knowledge in the field of PR. The must have a good knowledge of media in the USA and Canada, and maintain good connections with them. They must also be skilled at creative writing of texts in English in the field of tourism.

It is necessary to provide three reference projects that the expert implemented between 1 January 2017 and the day of the publication of the public contract. Only completed projects shall apply, each in the value of at least EUR 30,000 excluding VAT.

At least two reference projects must refer to the field of tourism, i.e. cooperation with tourist organisations and other entities in tourism.

Bidders must submit a list of references of the above expert for the type and scope of services performed within the required period on Form No. 3. Bidders must submit validated references of the above expert for the type and scope of services performed within the required period on Form No. 3a. If the relevant expert is replaced during the implementation of the contract, the bidder shall provide a replacement that meets the required conditions from the tender documents. Evidence that the new expert meets the conditions shall be submitted by the bidder to the Contracting Authority for confirmation.

- **Expert 2:**

The appointed expert must have at least three years of work experience and knowledge in communicating with the business public in tourism (representatives of travel agencies and tour operators). They must have good knowledge of the tourist market in the USA and Canada, and maintain good relations and connections with representatives of the tourist business public. The expert must have work experience in cooperating with other national tourist organisations in the field of business public relations.

It is necessary to provide three reference projects that the expert implemented between 1 January 2017 and the day of the publication of the public contract. Only completed projects shall apply, each in the value of at least EUR 30,000 excluding VAT.

At least two reference projects must refer to cooperation with tourist organisations.

Bidders must submit a list of references of the above expert for the type and scope of services performed within the required period on Form No. 4. Bidders must submit validated references of the above expert for the type and scope of services performed within the required period on Form No. 4a. If the relevant expert is replaced during the implementation of the contract, the bidder shall provide a replacement that meets the required conditions from the tender documents. Evidence that the new expert meets the conditions shall be submitted by the bidder to the Contracting Authority for confirmation.

III. INSTRUCTIONS FOR THE PREPARATION OF BIDS

The tender documents shall comprise the following documents:

- Form No. 1: Bid
- Form No. 2: Statement
- Form No. 3: References of Expert 1
- Form No. 3a: Reference Confirmation from Individual Clients
- Form No. 4: References of Expert 2
- Form No. 4a: Reference Confirmation from Individual Clients
- Form No. 5: Bid Estimate
- Form No. 6: Statement (Qualitative Selection)
- Form No. 7: Statement Concerning the Participation of Natural Persons and Legal Entities in the Ownership of the Bidder
- Form No. 8: Subcontractor Information and Subcontractor's Request for Direct Payment/Statement of the Subcontractor Stating that They do not Request Direct Payment *(if suitable)*
- Form No. 9: Sample Agreement

In their bids, bidders must submit the following documents:

- completed Form No. 1: Bid
- completed Form No. 2: Statement
- completed Form No. 3: References of Expert 1
- completed Form No. 3a: Reference Confirmation from Individual Clients
- completed Form No. 4: References of Expert 2
- completed Form No. 4a: Reference Confirmation from Individual Clients
- completed Form No. 5: Bid Estimate
- completed Form No. 6: Statement (Qualitative Selection)
- completed Form No. 7: Statement Concerning the Participation of Natural Persons and Legal Entities in the Ownership of the Bidder
- completed Form No. 8: Subcontractor Information and Subcontractor's Request for Direct Payment/Statement of the Subcontractor Stating that They do not Request Direct Payment *(if suitable)*
- Form No. 9: Sample Agreement initialled on each page
- Communication plan in the field of PR for the USA and Canada between March 2020 and February 2021 as provided in the subject of the contract *(no anticipated form)*
- Plan for communicating with the business public in the USA and Canada as provided in the subject of the contract *(no anticipated form)*

- one example of a sample pitch for the media (in English on the topic of Slovenia's comparative advantages (up to one standard page²) drafted by the expert provided in Form No. 5 (*no anticipated form*))

The Contracting Authority reserves the right to ask bidders to supplement or clarify statements in their bids.

Submission of bid documents:

After registration or logging in the eJN system at <https://ejn.gov.si/eJN2>, the bidder should submit the bid documents under the option "Participate in the public contract", which opens the page for the preparation of the bid.

The bidder uploads:

- a PDF format of completed Form No. 5: Bid Estimate under the section 'Bid Estimate',
- under other sections, the bidder may upload other documents in any format.

The eJN system enables the upload of one file of up to 100 MB and a total size of 150 MB for all documents. After entering the data and documents, the bidder must save the data and documents in the system and submit them with a qualified electronic signature. Detailed instructions concerning the manner of preparing and submitting bids are provided in the Instructions for use of eJN, which are published at <https://ejn.gov.si/eJN2>.

Bid Estimate:

Under the 'Bid Estimate' section in the eJN information system, the bidder must upload a complete Form No. 5: Bid Estimate in the *.pdf file, which will be accessible at the public opening of bids.

² One standard page consists of 1,500 characters without spaces.

IV. SUBJECT OF THE PUBLIC CONTRACT

1 CONCEPT AND BACKGROUND OF THE SUBJECT OF THE PUBLIC CONTRACT

The subject of the public contract is the implementation of all activities in the field of **Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021** in a prescribed manner and by attaining required objectives – as defined in more detail further in the tender documents:

The Contracting Authority, the Slovenian Tourist Board (hereinafter: STO), is a public national tourist organisation managing the planning and implementation of Slovenia's promotion as a tourist destination. The STO applies all modern methods, approaches and tools, and performs activities of Slovenia's global promotion.

The strategic vision of Slovenian tourism states: **Slovenia is a global green boutique destination for high-end visitors seeking diverse and active experiences, peace of mind and personal benefits.**

The main promotional topic in 2020–2021 is Slovenia as a world-class gastronomic destination. The STO activities in 2020 will be targeted particularly at Slovenia's recognisability as a sustainable tourist destination promoting innovative tourist products and stories of Slovenian tourism that especially deal with gastronomy tourism.

An American guest in Europe more and more frequently selects destinations that provide a good ratio between the quality and price, ensure safety, diverse cultural content, and above all, offer the visitor authentic experiences. According to research, the main travelling motives of American guests remain visits to popular tourist attractions, cultural sights, galleries and museums; however, the segment of tourists who want to learn about the local culture and explore new and less known destinations is rapidly growing. The market represents a great potential to visit Slovenia before and after the main season or to extend the season.

In the summer, American guests most frequently visit Ljubljana and mountain municipalities. In the winter, the majority of overnight stays were also recorded in Ljubljana and mountain municipalities, but a severe drop can be detected depending on the season. American guests most often visit Slovenia from May to September. They usually stay in hotels, but also in private apartments and other accommodation facilities of higher categories.

In the American market, we particularly wish to address the segment of so-called lifestyle guests:

these are **guests interested mostly in cities, culture and gastronomy** (*so-called lifestyle guests*) who seek authenticity to "live like a local", pleasure (cuisine, consumption, experience) and diverse experience. These are more extrovert and social personas with a broad array of interest: from small towns to capitals, other tourist places and natural sights. They also show interest in places and events providing social experiences. In this group of personas, the opportunities lie in authentic accommodation and tours "in the footsteps of the locals", in less known tourist sights and authentic local (culinary, artistic and cultural) sights of interest. This group mainly consists of couples and individuals. Key **personas of Slovenian tourism** belonging to this segment include sociable foodies and urban consumers.

Large advertising campaigns of the STO carried out on the American market in 2020 include the MAY WAY digital campaign (native advertising, content advertising, social networks, search advertising, e-mail marketing). More information on campaigns is published at the following links: example of global digital campaign 2019 <https://www.slovenia.info/sl/digitalna-kampanja-2019>. In 2019, the STO carried out six high-profile digital campaigns – more information: <https://www.slovenia.info/sl/novinarsko->

[sredisce/sporocila-za-javnost/10985-digitalne-kampanje-sto-v-letu-2019-skupno-dosegle-skoraj-eno-milijardo-prikazov-oglasov](https://www.slovenia.info/en/press-centre/press-releases/10985-in-2019-the-digital-campaigns-of-the-slovenian-tourist-board-achieved-a-total-of-one-billion-ad-impressions); English version: <https://www.slovenia.info/en/press-centre/press-releases/10985-in-2019-the-digital-campaigns-of-the-slovenian-tourist-board-achieved-a-total-of-one-billion-ad-impressions>.

In the field of relations with business public, the STO has been implementing activities in the US market for several years. In the past years, the following promotional events were carried out by the STO for business public:

- October 2016: evening event in New York
- June 2017: workshops on Slovenian tourism in New York and Toronto
- September 2019: workshops on Slovenian tourism in San Francisco and Los Angeles

Since 2017, the STO has been actively cooperating with the USTOA and regularly attends their annual conferences. The STO also became a member of Virtuoso in 2017 through which it carries out marketing activities in the US and Canadian markets, and attends their central annual events in Las Vegas and certain regional events.

2 SPECIFICATION OF THE SUBJECT OF THE CONTRACT

The STO wishes to acquire a competent and competitive agency for public relations in the US and Canadian markets, which operates in these markets and would implement for the STO the following activities between March 2020 and 31 February 2021:

- **represent the Contracting Authority and Slovenia as a tourist destination** in the US and Canadian markets in the field of public relations;
- prepare an **annual work plan**, determine **key performance indicators** and their monthly monitoring;
- prepare a **list of most-watched and widely read media in the US and Canadian markets in 2020**, providing also the data source: the list should consist of 10 digital and 10 print media and 10 television and radio stations with the greatest reach; 10 digital and print media specialising in tourism and 5 television and radio media specialising in tourism (or those with most-watched/listened-to tourist broadcasts). Furthermore, 10 digital and print media specialising in gastronomy and 5 television and radio media specialising in gastronomy (or those with most-watched/listened-to broadcasts on gastronomy).
The list must include at least: name of the media, website, reach, periodicity of the media, assessed value of advertisement.
- prepare pitch for the media based on the Contracting Authority's communication policy; prepare **at least 20 messages/pitches (up to 2 standard pages³)** for the media, packages of media information for the press and additional writing of texts on the ad-hoc basis until the end of the duration of the contract;
- edit, proofread, rewrite and revise the already existing texts and revise the already translated content from Slovenian into English adapted for the American market and provided by the Contracting Authority – **at least 20 texts (up to 3 standard pages⁴)** until the end of the duration of the contract;
- prepare and distribute press releases and newsletters – **at least once a month**; distribution is based on at least 500 leading media in the USA and Canada;

³ One standard page consists of 1,500 characters without spaces.

⁴ One standard page consists of 1,500 characters without spaces.

- compile and maintain a database on the US and Canadian media; a database of at least 500 leading media in these markets; the Contracting Authority may request an insight into the database, but it cannot use it for its purposes. The list must be balanced according to the type of media (TV, radio, website, social networks, print);
- keep records on all types of media demand from the US and Canadian markets (reactive and proactive);
- support and provide opinion on requests and so-called media forms for study travels provided by the Contracting Authority and which were submitted through the web form;
- **study travels for traditional media:** selection of journalists, and identification of at least 10 journalists to visit Slovenia before the end of the duration of the contract, preparation of invitations, acquisition of the media from newspapers, magazines, television and radio stations, communication with media representatives, reporting and managing RSVP lists, forwarding information and visual material to journalists after study travels. Travel programmes are harmonised and prepared by the Contracting Authority. At least three media per year must have the largest readership in the US and Canadian markets (among top 20); source: USA – <http://www.digitalnewsreport.org/survey/2019/united-states-2019/>;
- help when purchasing advertising space when this is necessary and support in creative, editorial and advertising fields in the US and Canadian markets;
- cooperate with suitable air carriers to provide free tickets for the media where possible in order to reduce the costs of travelling;
- seek and realise media opportunities that are not subject to direct visit of journalists to Slovenia and efforts that Slovenia would appear in the media at least twice a month;
- prepare monthly clippings, work reports and Slovenia's exposure in the US and Canadian media, including an annual report at the end of the year (with assessed value of articles on a monthly and annual level). The reports must be prepared according to the table provided by the Contracting Authority in the appendix; reports must be drafted no later than by the 4th day of the month for the previous month;
- provide support during crisis communication in the US and Canadian markets (if the Contracting Authority needs this service due to unforeseen circumstances).

Activities in the field of relations with business public or B2B activities

- Represent the Contracting Authority and Slovenia as a tourist destination in the US and Canadian markets in the field of relations with business public (travel agents and tour operators);
- monitor development of the tourism industry and trends in the USA and Canada, and draft the half-year report on this topic;
- draft the list of key tour operators and travel agencies, which according to the field of work (existing tourist programmes in Slovenia or nearby European destinations) could potentially be an important partner for further enhancing or establishing tourist visits of US and Canadian guests to Slovenia. The list should include at least: name of the agency, website, short description of the agency, data on whether the offer of a programme for Slovenia already exists. The list should incorporate a selection of **at least 30 key tour operators and travel agencies of which at least 10 should be tour operators**;
- support the Contracting Authority and participate at events (business and media) in the USA and Canada: communication support to the Contracting Authority at **4 events** until the end of the duration of the contract, suitable preparation, follow-up and communication after each event. If travel costs (accommodation, airline ticket, taxi etc.) are incurred when implementing this service, the Contractor is eligible for payment on the basis of evidence (invoice). If accommodation or purchase of an airline ticket is necessary due to the location of an individual event, the Contractor shall be obliged to harmonise these expenses in advance with, and charge them to, the Contracting Authority;
- establish and maintain contact with the representatives of travel agencies and tour operators in the USA and Canada in order to inform them about Slovenia as a tourist destination;

- reply to questions by representatives of tour operators and travel agencies, provide information about Slovenia, direct them to the website www.slovenia.info (general pages, business pages, Media Library etc.);
- support and provide opinion about requests for marketing contributions to tour operators when marketing their programmes on Slovenia. Financial contribution for marketing activities is subject to a separate public contract settled by the STO to the Contractor directly;
- implement education courses for travel agents and tour operators about Slovenia as a tourist destination through various communication channels according to experience in the market: presentations at the head office of the agency, web presentations or webinars, presentations at business events etc. **At least one activity a month for at least ten attending travel agents at one presentation;**
- encourage tour operators and travel agencies to incorporate Slovenia in their tourist programmes (at the level of product managers and decision-makers). **At least five activities per month;**
- encourage tour operators and travel agencies to extend the number of days staying in Slovenia in their existing tourist programmes (communication at the level of product managers and decision-makers). **At least five activities per month;**
- ensure participation of **at least two travel agents/tour operators from the USA and at least two travel agents/tour operators from Canada** at the annual key business event of Slovenian tourism, the Slovenian Incoming Workshop, which will take place between 14 and 16 May 2020 in Portorož in Slovenia;
- cooperate with suitable air carriers to provide free tickets for the representatives of travel agencies and tour operators where possible in order to reduce the costs of travelling (e.g. when attending the Slovenian Incoming Workshop);
- prepare and distribute news about Slovenia – at least once a month; distribution is based on at least 20,000 representatives of travel agencies in the USA and Canada;
- prepare a list of key media for expert tourist public or B2B media (web platforms, print media) and help when purchasing advertising space and with marketing activities when this is necessary, and provide support in creative, editorial and advertising fields.

All activities in the US and Canadian markets should lead towards improving communication and promotion of Slovenian tourist services and enhancing the national 'I feel Slovenia' brand.

V. FORMS

Form No. 1

BID

Pursuant to public contract no. JNM-0005/2020-S-POG-STO as per the procedure for low-value contracts for "Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021", we hereby submit the bid as follows (circle accordingly):

- a.) **independent bid** as an independent bidder;
b.) **joint bid**, whereby we act as a **lead partner/participating partner** (circle accordingly);
1. **bid with subcontractors** as an independent bidder with subcontractors.

1. DATA ON THE BIDDER AND PARTNERS (in the case of a joint bid)

FULL NAME AND COMPANY NAME OF THE BIDDER:	
ADDRESS OF THE BIDDER:	
CONTACT PERSON:	
E-MAIL ADDRESS OF THE CONTACT PERSON:	
PHONE:	
FAX:	
ID FOR VAT:	
REGISTRATION NUMBER:	
BANK ACCOUNT NUMBER AND BANK NAME:	
PERSON RESPONSIBLE FOR SIGNING THE AGREEMENT (including their position):	
LEGAL REPRESENTATIVES:	
THE BIDDER IS A SME – as defined in Commission Recommendation 2003/361/EC	YES NO

Date and place:

Stamp and signature of the bidder:

5

Instructions on completion:

- The bidder marks on the form whether they are submitting an independent or a joint bid, or a bid with subcontractors.
- The form must be completed by an independent bidder, each of the partners in a joint bid (including the lead partner), and the lead contractor when submitting a bid together with subcontractors.
- If there are several partners, the form should be photocopied.

STATEMENT

I, the undersigned, <representative/authorised person> of the bidder or a partner in the joint bid relating to the public contract marked JNM-0005/2020-S-POG-STO for "Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021" hereby state with full responsibility that:

- we reviewed and examined all the documentation relating to the award of the public contract when drafting the bid;
- we are familiar with the terms and conditions, requirements, criteria, technical specifications and other content of documentation, and we fully agree to them, and accept them without any reservations;
- we have been fully informed of the scope and complexity of the public contract;
- we will not claim any compensation for damages from the Contracting Authority if we are not selected for the implementation of the public contract, or in case of suspension of the procedure, rejection of all bids or withdrawals from the execution of the public contract, we shall not request reimbursement of any costs that we have incurred during the preparation of the bid documentation;
- we have provided accurate and reliable statements.

If we are selected for the implementation of the public contract:

- the public contract shall be carried out professionally and with quality according to the rules of the profession as per the applicable regulations (acts, rules, standards, technical consents), technical instructions, recommendations and norms;
- we shall carry out 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.

The bid must be valid until 31 December 2020. The Contracting Authority may, in exceptional circumstances, request that the bidders extend the validity of their bids for a specific period.

Date and place:

Stamp and signature of the bidder:

6

Instructions on completion:

- The bidder marks on the form whether they are submitting an independent or a joint bid, or a bid with subcontractors.
- The form must be completed by an independent bidder, each of the partners in a joint bid (including the lead partner), and the lead contractor when submitting a bid together with subcontractors.
- If there are several partners, the form should be photocopied.

REFERENCES OF EXPERT 1

CONTRACTING AUTHORITY	Slovenian Tourist Board, Dimičeva ulica 13, 1000 Ljubljana, Slovenia
TITLE OF PUBLIC CONTRACT:	Public contract "Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021" as per the procedure for low-value contracts
PUBLIC CONTRACT NUMBER:	JNM-0005/2020-S-POG-STO
NAME AND REGISTERED OFFICE OF THE BIDDER:	

We hereby state that the expert has knowledge and at least three years of experience (from 1 January 2017 to the day of publication of the public contract) in the field of support to "Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021".

Name and surname of the expert: _____

E-mail address and phone no. of the expert: _____

We submit references by providing at least three reference projects that the relevant expert carried out from 1 January 2017 to the day of publication of the public contract. Only completed projects shall apply, each in the value of over EUR 30,000 excluding VAT.

At least two reference projects must refer to the field of tourism, i.e. cooperation with tourist organisations and other entities in tourism.

	Reference 1	Reference 2	Reference 3
Title of the project			
Client's name:			
Period of service implementation:			

If the relevant expert is replaced during the implementation of the contract, the bidder shall provide a replacement that meets the required conditions from the tender documents. Evidence that the new expert meets the conditions shall be submitted by the bidder to the Contracting Authority for confirmation.

The Contracting Authority reserves the right to verify the references and to demand the expert be replaced if, during the course of the public contract, it is determined that they are evidently incompetent or have 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 relevant public contract.

Place and date: _____

Bidder: _____

Stamp:

Signature:

REFERENCE CONFIRMATION FROM INDIVIDUAL CLIENTS

We hereby 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, by the deadline, further proof of the successful implementation of the stated reference's work or successful business implementation of the bidder if the Contracting Authority wishes to verify the authenticity of statements on the reference's work.

Contractor (the bidder submitting the bid for this public contract):	
EXPERT, for whom this reference confirmation is issued	
Client ordering works (issuer of the reference):	
Address of the Client:	
The Contracting Authority's contact person:	
Phone number of the Client's contact person:	
Date and year of business implementation:	
Place and country of business implementation:	
Description of works implemented by the contractor for whom the reference is being issued:	

We hereby confirm that the aforementioned contractor completed the above work on the basis of our order to the required quality standard, 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 its bid to be awarded the public contract, JNM-0005/2020-S-POG-STO, "Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021" implemented by the Slovenian Tourist Board.

Place and date:

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

Stamp:

Instructions on completion:

The form is to be copied accordingly with regard to the number of references required for each individual project, by means of which the proposed expert confirms their work experience and knowledge on Form No. 3.

REFERENCES OF EXPERT 2

CONTRACTING AUTHORITY:	Slovenian Tourist Board, Dimičeva ulica 13, 1000 Ljubljana, Slovenia
TITLE OF PUBLIC CONTRACT:	Public contract "Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021" as per the procedure for low-value contracts
PUBLIC CONTRACT NUMBER:	JNM-0005/2020-S-POG-STO
NAME AND REGISTERED OFFICE OF THE BIDDER:	

We hereby state that the expert has knowledge and at least three years of experience (from 1 January 2017 to the day of publication of the public contract) in the field of support to "Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021".

Name and surname of the expert: _____

E-mail address and phone no. of the expert: _____

We submit references by providing at least three reference projects that the relevant expert carried out from 1 January 2017 to the day of publication of the public contract. Only completed projects shall apply, each in the value of over EUR 30,000 excluding VAT.

At least two reference projects must refer to cooperation with tourist organisations.

	Reference 1	Reference 2	Reference 3
Title of the project			
Client's name:			
Period of service implementation:			

If the relevant expert is replaced during the implementation of the contract, the bidder shall provide a replacement that meets the required conditions from the tender documents. Evidence that the new expert meets the conditions shall be submitted by the bidder to the Contracting Authority for confirmation.

The Contracting Authority reserves the right to verify the references and to demand the expert be replaced if, during the course of the public contract, it is determined that they are evidently incompetent or have 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 relevant public contract.

Place and date: _____

Bidder: _____

Stamp:

Signature:

Form No. 4a**REFERENCE CONFIRMATION FROM INDIVIDUAL CLIENTS**

We hereby 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, by the deadline, further proof of the successful implementation of the stated reference's work or successful business implementation of the bidder if the Contracting Authority wishes to verify the authenticity of statements on the reference's work.

Contractor (the bidder submitting the bid for this public contract):	
EXPERT, for whom this reference confirmation is issued	
Client ordering works (issuer of the reference):	
Address of the Client:	
The Contracting Authority's contact person:	
Phone number of the Client's contact person:	
Date and year of business implementation:	
Place and country of business implementation:	
Description of works implemented by the contractor for whom the reference is being issued:	

We hereby confirm that the aforementioned contractor completed the above work on the basis of our order to the required quality standard, 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 its bid to be awarded the public contract, JNM-0005/2020-S-POG-STO, "Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021" implemented by the Slovenian Tourist Board.

Place and date:

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

Stamp:

Instructions on completion:

The form is to be copied accordingly with regard to the number of references required for each individual project, by means of which the proposed expert confirms their work experience and knowledge on Form No. 4.

Form No. 5**BID ESTIMATE**

CONTRACTING AUTHORITY:	Slovenian Tourist Board, Dimičeva ulica 13, 1000 Ljubljana, Slovenia
TITLE OF PUBLIC CONTRACT:	Public contract "Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021" as per the procedure for low-value contracts
PUBLIC CONTRACT NUMBER:	JNM-0005/2020-S-POG-STO
NAME AND REGISTERED OFFICE OF THE BIDDER:	

PRICE OF SERVICES PER MONTH IN EUR (EXCLUSIVE OF VAT): _____
(specify)

TOTAL PRICE OF SERVICES FOR THE ENTIRE CONTRACT PERIOD (EXCLUSIVE OF VAT):

(specify)

The entire bid shall refer to the implementation of ALL AWARDED ACTIVITIES as described in Chapter V: Subject of the Public Contract. Partial bids 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 bidder 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 are discovered upon the review and evaluation of the bid. In doing so, the quantity and price per unit shall not be changed.

The bid must be valid until 31 February 2021.

Place and date: _____

Bidder: _____

Stamp:

Signature:

Bidder: _____

STATEMENT (QUALITATIVE SELECTION)

In connection with public contract no. JNM-0005/2020-S-POG-STO and the subject of the public contract, "Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021", we hereby state under criminal and material responsibility that:

No.	Conditions
1.	We, as a legal person, members of our administrative, management and supervisory body, and the person authorised to represent us or make decisions or supervise us, have not been finally convicted due to any crimes, as provided by paragraph one of Article 75 of the Public Procurement Act (ZJN-3).
2.	We comply with compulsory levies and other financial non-tax obligations according to the act governing financial administration and collected by the tax authority as per the regulations of the country where our head office is registered or regulations of the country of the Contracting Authority, and the value of overdue liabilities at the date of the submission of the bid or application is EUR 50 or less. As of the date of bid submission, we have submitted all accounts of the withholding tax on income from employment for the last five years up to the date of the submission of the bid or application.
3.	We have not been removed from any public procurement procedures due to being classified as a company with negative references as of the date when the deadline for submitting bids expires.
4.	In the last three years prior to the expiry of the deadline for the submission of bids or applications, a competent body in the Republic of Slovenia or another Member State or a third country established no more than one violation relating to payment for work, working time, rest, performance of work on the basis of civil law contract despite the existence of elements of a labour relationship or in relation to undeclared employment, for which we were fined with a final decision or multiple final decisions.
5.	We have the required economic and financial capacity to perform the public contract.
6.	We have the necessary human and technical resources, and experience in the implementation of a public contract in accordance with a suitable quality standard.

By signing this statement, we hereby declare that we meet all conditions of the second chapter of this documentation, and as stated, fulfilment is confirmed by signing this statement.

The Contracting Authority may verify the existence and content of the statements in the bid pursuant to paragraph three of Article 47 of the ZJN-3 if they doubt the truth of the bidder's statements. We hereby agree that the Contracting Authority may acquire data from public records for the needs of this public contract.

Place and date: _____

7

Stamp and signature of the bidder: _____

Instructions on completion:

- The form must be completed by an independent bidder, each of the partners in a joint bid (including the lead partner), and the lead contractor when submitting a bid together with subcontractors, and all subcontractors.

- If there are several partners or subcontractors, the form should be photocopied.

To ensure the transparency of this business and prevent corruption risks when doing business 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 paragraph six of Article 91 of the ZJN-3, I, as the legal representative of the bidder (independent bidder/each partner in a joint bid) in the procedure for awarding public contract no. JNM-0005/2020-S-POG-STO, the subject of which is "Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021", hereby make the following

STATEMENT CONCERNING THE PARTICIPATION OF NATURAL PERSONS AND LEGAL ENTITIES IN THE OWNERSHIP OF THE BIDDER

INFORMATION ON THE BIDDER:

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

(name and address of the bidder)

(registration number)

(ID for VAT)

PARTICIPATION OF NATURAL PERSONS AND LEGAL ENTITIES IN THE OWNERSHIP OF THE BIDDER

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

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

The data are to be entered for all persons participating in the ownership, irrespective of their ownership share. If multiple persons participate in the ownership of the bidder, add lines to the table if the form is completed electronically 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.			

ASSOCIATED COMPANIES

Note: if there are companies associated with the bidder that are deemed to be associated with the bidder pursuant to the provisions of the act governing companies, the bidder must complete the table below with the following data:

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

The data must be entered for all companies associated with the bidder.

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

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STATEMENT THAT THERE ARE NO ASSOCIATED COMPANIES

Note: if no companies are associated with the bidder, the bidder must submit the following statement:

We hereby state that the bidder *(name and address of the bidder)*

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 persons and legal entities in the ownership of the bidder, 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 agreement shall be null and void in the event of a false statement or false data in the statement.

Date and place:

Stamp and signature of the legal
representative:

Form No. 8

INFORMATION ON THE SUBCONTRACTOR

FULL NAME AND COMPANY NAME OF THE SUBCONTRACTOR:	
ADDRESS OF THE SUBCONTRACTOR:	
CONTACT PERSON:	
E-MAIL ADDRESS OF THE CONTACT PERSON:	
PHONE:	
FAX:	
ID FOR VAT:	
REGISTRATION NUMBER:	
BANK ACCOUNT NUMBER AND BANK NAME:	
PERSON RESPONSIBLE FOR SIGNING THE AGREEMENT (including their position):	
THE SUBCONTRACTOR'S LEGAL REPRESENTATIVES:	
TYPE OF WORKS TO BE PERFORMED BY THE SUBCONTRACTOR:	

Place and date:

Stamp and signature of the subcontractor:

8

Instructions on completion:

- The form shall be completed only if the bidder is working with subcontractors.
- In the event of a larger number of subcontractors, the form shall be photocopied.

Subcontractor:

REQUEST BY A SUBCONTRACTOR FOR DIRECT PAYMENT

Pursuant to Article 94 of the ZJN-3, we hereby request that the Contracting Authority, i.e. the Slovenian Tourist Board (STO), Dimičeva ulica 13, 1000 Ljubljana, based on an approved invoice or interim certificate issued by the bidder/lead contractor:

pay us, as the subcontractor, directly:

for the public contract, "Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021", published on the Public Procurement Portal under publication no. _____ of _____.

Place and date:

9

Stamp and signature of the
subcontractor:

STATEMENT OF THE SUBCONTRACTOR THAT THEY DO NOT REQUEST DIRECT PAYMENT

We hereby state that, with regard to the implementation of the public contract, "Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021", published on the Public Procurement Portal under publication no. _____ of _____, which was awarded to the bidder/lead contractor:

we do not require direct payment of claims that we will have against the bidder/lead contractor for works performed during the implementation of the relevant public contract from the Contracting Authority, the Slovenian Tourist Board (STO), Dimičeva ulica 13, 1000 Ljubljana.

Place and date:

Stamp and signature of the
subcontractor:

Instructions on completion:

- Each subcontractor should complete the requirement or statement that they find acceptable, and cross out the other.
- In the event of a larger number of subcontractors, the form shall be photocopied.

Form No. 9:

SAMPLE AGREEMENT

Slovenian Tourist Board

Dimičeva ulica 13, 1000 Ljubljana

represented by Mag. Maja Pak, Director

ID for VAT: SI 93477902

Registration no.: 6889859000

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

(hereinafter: the Contracting Authority)

and

represented by:

ID for VAT:

Registration no.:

Bank account no.:

(hereinafter: Contractor)

conclude the following

AGREEMENT

Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021

no. JNM-0005/2020-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*], Nos. 91/2015, 14/2018) on the basis of the STO Work Programme and Financial Plan of Slovenian Tourist Board for the period of 2020 and 2021 which was adopted at the 14th correspondence session of the Council of the Slovenian Tourist Board on 27.12.2019, which the Ministry of Economic Development and Technology consented on 3.12.2019, and Amendments Programme and Financial Plan of Slovenian Tourist Board for the period of 2020 and 2021 which was adopted at the 17th regular

session of the Council of the Slovenian Tourist Board on 20 December 2019, which the Ministry of Economic Development and Technology consented on 14 January 2020.

- the Contracting Authority selected the Contractor in a procedure for low-value contracts for the implementation of "Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021" (JNM-0005/2020-S-POG-STO), published on the Public Procurement Portal (e-naročanje) on under publication number,
- the Contractor was selected as the most favourable bidder based on a bid of OR the Contractor was selected as the most favourable bidder based on a joint bid of (*to be used in the case of a joint bid*);
- the tender documents for awarding public contract "Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021" (JNM-0005/2020-S-POG-STO) of (hereinafter: tender documents) and the Contractor's bid of form an integral part of this Agreement.

Subject of the Agreement

Article 2

The subject of the Agreement is the implementation of all activities under "Marketing activities on the markets of the USA and Canada from March 2020 until the end of February 2021" in the period from signing the Agreement by both Contracting Parties until 31 February 2021 in a prescribed manner as defined in Chapter **IV: SUBJECT OF THE PUBLIC CONTRACT** of the tender documents and also all other chapters of the tender documents, which are an integral part of this Agreement. The activities to be implemented for the Contracting Authority by the Contractor are also provided in Appendix 1 to the Agreement.

The Contractor shall be obliged to perform the above activities in accordance with the requirements of the tender documents and their bid which form an integral part hereof.

Contractor's obligations and responsibilities

Article 3

The Contractor undertakes to:

- perform their tasks professionally and with the due skill, care and diligence of an expert;
- provide 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 render it more difficult to attain the quality and correct performance of services or prevent it;
- ensure the availability of the tendered human resources, technological and organisational resources during the course of the performance hereof; 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 forward all documentation (financial, legal, substantive-project-related etc.) and explanations at the Contracting Authority's request.

Obligations of both Contracting Parties

Article 4

Each Contracting Party is 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 qualitative and timely performance of this Agreement;
- to fulfil other obligations affecting the course and implementation of the activities hereunder.

Contractual value and payment of liabilities

Article 5

Contractual value for the entire contract period is no more than EUR excluding VAT or EUR including VAT, i.e.:

- for implementation of services no more than EUR including VAT or EUR excluding VAT per month.
- EUR excluding VAT or EUR including VAT for travel expenses of the bidder incurred when implementing the service 'support to the Contracting Authority and attendance at events'.

The Contracting Authority shall pay the Contractor to bank account number open at bank

The funds required for the payment of services hereunder shall be drawn from SM 01 SN 200303 and SM 01 SN 200304.

Article 6

The Contracting Authority shall pay for the services on a monthly basis. The deadline for payment shall be 30 days from the receipt of a correctly issued invoice.

The Contractor shall submit to the Contracting Authority monthly reports about the services rendered on the 4th day of the next month for the previous month. For quicker correspondence, reports may be submitted for review by e-mail. After the receipt of each report, the Contracting Authority shall review, approve or reject the report with a requirement for further amendments within 2 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.

Copyright

Article 7

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.

Subcontractors

Article 8

(This article shall apply only if the Contractor performs the public contract with a subcontractor; otherwise, it shall be crossed out.)

List of subcontractors:

	Subcontractor 1	Subcontractor 2	Subcontractor 3
Name of the subcontractor			
Address			
ID for VAT			
Registration number			
Bank account number			
Legal representative			
The type of works that are to be performed by the subcontractor			
Request for direct payment (yes/no)			

During the implementation of the public contract, the Lead Contractor shall inform the Contracting Authority concerning any potential changes of information referred to in the preceding paragraph, and submit information about new subcontractors that they plan to additionally engage in the implementation at the latest within five days of the change. If new subcontractors are engaged, 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;
- include 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 documents. The Contracting Authority may reject a proposal for the replacement of a subcontractor or the engagement of a new subcontractor even if this could affect the performance or completion of works, and if the new subcontractor fails to meet the conditions set by the Contracting Authority in the tender documents relating to the awarding of the public contract. The Contracting Authority shall notify the Lead Contractor concerning the possible rejection of a new subcontractor at the latest within ten days of receiving the proposal.

By signing this Agreement, 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, stating that the subcontractor received payment for the performed works or services or for the supply of goods that are directly connected with the subject of the public contract.

Consortium

Article 9

(This article of the Agreement shall apply only if a consortium acts as the Contractor; otherwise, it shall be crossed out.)

The legal act on the joint implementation 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 implementation of the public contract, i.e. the following at a minimum:

- appointment of the lead partner for the implementation of the public contract;
- power of attorney to the lead partner and the responsible person for the conclusion and signing of the Agreement;
- scope of services that an individual bidder is to provide and their responsibilities;
- statement that all the bidders in a joint bid are familiar with the instructions for bidders and the terms of reference, as well as the criteria for awarding the public contract, and that they agree to these in their entirety;
- statement that all bidders are familiar with the terms of payment stipulated in the tender documents, and
- acknowledgement that they shall be jointly and severally liable to the Contracting Authority.

The list of partners in a joint bid:

	Partner 1	Partner 2	Partner 3
Name of the partner			
Address			
ID for VAT			
Registration number			
Bank account number			
Legal representative			
Scope of the public contract that it intends to carry out			

Contractual Penalty

Article 10

If the Contractor violates any of the obligations assumed with this Agreement and defined in Articles 2 and 3 thereof, the Contracting Authority shall be entitled to demand from the Contractor the payment of a contractual penalty in the amount of 15% of the monthly contract value.

If the project is not implemented in its entirety as per the Contractor's bid and as defined in Articles 2 and 3 thereof, the Contracting Authority shall be entitled to demand the payment of a contractual penalty in the amount of 15% of the entire contract value.

The Contractor shall be obliged to pay individual contractual penalty within eight days after the Contracting Authority's written request.

The Contracting Authority also has the right to request the contractual penalty if they suffered no damage due to the breach of obligations by the Contractor. If the damage incurred by the Contracting Authority is greater than the contractual penalty, the Contracting Authority has the right to claim the difference to the full indemnity.

Final provisions

Article 11

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

If the Contracting Authority terminates the Agreement due to the fault of the Contractor, it has 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 Agreement 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 15% of the entire contract value. The Contracting Authority also has the right to request the contractual penalty if they suffered no damage due to the breach of obligations by the Contractor. If the damage incurred by the Contracting Authority is greater than the contractual penalty, the Contracting Authority has the right to claim the difference to the full indemnity.

Article 12

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 Agreement or fails to obtain a sufficient quantity of assets, the Contracting Authority reserves the right to cancel this Agreement or reduce the scope of the services contracted. The Contractor herewith explicitly disavows any claims thereof. In the event of the emergence of circumstances as mentioned in the preceding sentences, the Contracting Authority shall promptly inform the Contractor thereof and in an appropriate manner.

Article 13

This Agreement shall be void if either party – on behalf of, 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 or an agent of a public sector body or organisation for the purpose of:

- acquisition of a business transaction; or
- concluding a business transaction 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 a member of management and/or any employee of the Contracting Authority or an agent of a public sector body or organisation, the other Contracting Party or their representative, agent or intermediary.

Article 14

This Agreement is entered into under a resolutive condition, which is implemented in one of the following circumstances:

- if the Contracting Authority is informed that a court has established with a final decision a violation of an obligation of labour, environmental or social legislation by the Contractor or subcontractor, or
- if the Contracting Authority learns that a competent governmental body has established at least two violations by the Contractor or subcontractor during the term of the agreement in relation to payment for work, working time, rest, performance of work on the basis of civil law contracts despite the existence of elements of a labour relationship or in relation to undeclared employment, for which it has been fined with a final decision or multiple final decisions,
- and under the condition that the period between the time when the Contracting Authority was informed of the violation and the expiry of the agreement is at least six months, or if the Contractor acts with a subcontractor who, despite an established violation by the subcontractor, is not replaced by the Contractor in the manner determined in Article 94 of the ZJN-3 and the provisions of this Agreement within 30 days after the Contracting Authority was informed about the violation.

In the case of fulfilment of the circumstances and conditions referred to in the previous paragraph, the contract shall be terminated on the date of the conclusion of the new contract for the order of these services. The Contracting Authority will inform the Contractor about the date of the conclusion of the new contract.

If the contracting authority does not initiate a new procurement procedure within 30 days of the notification of the infringement, the contract shall be terminated on the thirtieth day after the notification of the infringement.

Article 15

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

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

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

Article 16

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

Article 17

(This article shall apply only if the Agreement has been concluded in Slovenian and English, otherwise it shall be crossed out.)

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.

Article 18

The Agreement shall be entered into on the day when signed by the last of the Contracting Parties, and it shall be valid until 31 February 2021.

This Agreement 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:

Slovenian Tourist Board

Director

Mag. Maja Pak

Appendices to the Agreement:

- Appendix 1: Activities to be implemented by the Contractor for the Contracting Authority
- Appendix 2: Sample report of a monthly press clipping
- Appendix 3: Sample monthly report


Clippings & Media
STB sample form.xlsx


Monthly
Report.docx

Composite parts of the Agreement:

- tender documents of _____
- Contractor's bid of _____

The STO wishes to acquire a competent and competitive agency for public relations in the US and Canadian markets, which operates in these markets and would implement for the STO the following activities between March 2020 and 31 February 2021:

- **represent the Contracting Authority and Slovenia as a tourist destination** in the US and Canadian markets in the field of public relations;
- prepare an **annual work plan**, determine **key performance indicators** and their monthly monitoring;
- prepare a **list of most-watched and widely read media in the US and Canadian markets in 2020**, providing also the data source: the list should consist of 10 digital and 10 print media and 10 television and radio stations with the greatest reach; 10 digital and print media specialising in tourism and 5 television and radio media specialising in tourism (or those with most-watched/listened-to tourist broadcasts). Furthermore, 10 digital and print media specialising in gastronomy and 5 television and radio media specialising in gastronomy (or those with most-watched/listened-to broadcasts on gastronomy).
The list must include at least: name of the media, website, reach, periodicity of the media, assessed value of advertisement.
- prepare pitch for the media based on the Contracting Authority's communication policy; prepare **at least 20 messages/pitches (up to 2 standard pages¹⁰)** for the media, packages of media information for the press and additional writing of texts on the ad-hoc basis until the end of the duration of the contract;
- edit, proofread, rewrite and revise the already existing texts and revise the already translated content from Slovenian into English adapted for the American market and provided by the Contracting Authority – **at least 20 texts (up to 3 standard pages¹¹)** until the end of the duration of the contract;
- prepare and distribute press releases and newsletters – **at least once a month**; distribution is based on at least 500 leading media in the USA and Canada;
- compile and maintain a database on the US and Canadian media; a database of at least 500 leading media in these markets; the Contracting Authority may request an insight into the database, but it cannot use it for its purposes. The list must be balanced according to the type of media (TV, radio, website, social networks, print);
- keep records on all types of media demand from the US and Canadian markets (reactive and proactive);
- support and provide opinion on requests and so-called media forms for study travels provided by the Contracting Authority and which were submitted through the web form;
- **study travels for traditional media**: selection of journalists, and identification of at least 10 journalists to visit Slovenia before the end of the duration of the contract, preparation of invitations, acquisition of the media from newspapers, magazines, television and radio stations, communication with media representatives, reporting and managing RSVP lists, forwarding information and visual material to journalists after study travels. Travel programmes are harmonised and prepared by the Contracting Authority. At least three media per year must have the largest readership in the US and Canadian markets (among top 20); source: USA – <http://www.digitalnewsreport.org/survey/2019/united-states-2019/>;
- help when purchasing advertising space when this is necessary and support in creative, editorial and advertising fields in the US and Canadian markets;
- cooperate with suitable air carriers to provide free tickets for the media where possible in order to reduce the costs of travelling;

¹⁰ One standard page consists of 1,500 characters without spaces.

¹¹ One standard page consists of 1,500 characters without spaces.

- seek and realise media opportunities that are not subject to direct visit of journalists to Slovenia and efforts that Slovenia would appear in the media at least twice a month;
- prepare monthly clippings, work reports and Slovenia's exposure in the US and Canadian media, including an annual report at the end of the year (with assessed value of articles on a monthly and annual level). The reports must be prepared according to the table provided by the Contracting Authority in the appendix; reports must be drafted no later than by the 4th day of the month for the previous month;
- provide support during crisis communication in the US and Canadian markets (if the Contracting Authority needs this service due to unforeseen circumstances).

Activities in the field of relations with business public or B2B activities

- Represent the Contracting Authority and Slovenia as a tourist destination in the US and Canadian markets in the field of relations with business public (travel agents and tour operators);
- monitor development of the tourism industry and trends in the USA and Canada, and draft the half-year report on this topic;
- draft the list of key tour operators and travel agencies, which according to the field of work (existing tourist programmes in Slovenia or nearby European destinations) could potentially be an important partner for further enhancing or establishing tourist visits of US and Canadian guests to Slovenia. The list should include at least: name of the agency, website, short description of the agency, data on whether the offer of a programme for Slovenia already exists. The list should incorporate a selection of **at least 30 key tour operators and travel agencies of which at least 10 should be tour operators;**
- support the Contracting Authority and participate at events (business and media) in the USA and Canada: communication support to the Contracting Authority at **4 events** until the end of the duration of the contract, suitable preparation, follow-up and communication after each event. If travel costs (accommodation, airline ticket, taxi etc.) are incurred when implementing this service, the Contractor is eligible for payment on the basis of evidence (invoice). If accommodation or purchase of an airline ticket is necessary due to the location of an individual event, the Contractor shall be obliged to harmonise these expenses in advance with, and charge them to, the Contracting Authority;
- establish and maintain contact with the representatives of travel agencies and tour operators in the USA and Canada in order to inform them about Slovenia as a tourist destination;
- reply to questions by representatives of tour operators and travel agencies, provide information about Slovenia, direct them to the website www.slovenia.info (general pages, business pages, Media Library etc.);
- support and provide opinion about requests for marketing contributions to tour operators when marketing their programmes on Slovenia. Financial contribution for marketing activities is subject to a separate public contract settled by the STO to the Contractor directly;
- implement education courses for travel agents and tour operators about Slovenia as a tourist destination through various communication channels according to experience in the market: presentations at the head office of the agency, web presentations or webinars, presentations at business events etc. **At least one activity a month for at least ten attending travel agents at one presentation;**
- encourage tour operators and travel agencies to incorporate Slovenia in their tourist programmes (at the level of product managers and decision-makers). **At least five activities per month;**
- encourage tour operators and travel agencies to extend the number of days staying in Slovenia in their existing tourist programmes (communication at the level of product managers and decision-makers). **At least five activities per month;**
- ensure participation of **at least two travel agents/tour operators from the USA and at least two travel agents/tour operators from Canada** at the annual key business event of Slovenian

tourism, the Slovenian Incoming Workshop, which will take place between 14 and 16 May 2020 in Portorož in Slovenia;

- cooperate with suitable air carriers to provide free tickets for the representatives of travel agencies and tour operators where possible in order to reduce the costs of travelling (e.g. when attending the Slovenian Incoming Workshop);
- prepare and distribute news about Slovenia – at least once a month; distribution is based on at least 20,000 representatives of travel agencies in the USA and Canada;
- prepare a list of key media for expert tourist public or B2B media (web platforms, print media) and help when purchasing advertising space and with marketing activities when this is necessary, and provide support in creative, editorial and advertising fields.

All activities in the US and Canadian markets should lead towards improving communication and promotion of Slovenian tourist services and enhancing the national 'I feel Slovenia' brand.