

CONTRACTING AUTHORITY:
Centre of the Republic of Slovenia for Mobility and European Educational and Training
Programmes
Ob železnici 30A, Ljubljana

PUBLIC PROCUREMENT DOCUMENTS

“Communication Services for the Erasmus+ Impact Campaign (EU Level)”

for the awarding of a public contract under open procedure for

NAME OF PUBLIC PROCUREMENT	“Communication Services for the Erasmus+
ORDER	Impact Campaign (EU Level)”
TYPE OF PUBLIC PROCUREMENT	Public service contract
ORDER:	
DATE	24 March 2026

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A) PROCUREMENT DOCUMENTS

1. INVITATION TO INTERESTED TENDERERS

The Centre of the Republic of Slovenia for Mobility and European Educational and Training Programmes, Ob železnici 30A, Ljubljana, which is the contracting authority, informs all interested tenderers that it is issuing a public procurement order (public service contract) titled “Communication Services for the Erasmus+ Impact Campaign (EU Level)”. Interested tenderers that meet all the contracting authority’s conditions, in relation to whom there are no grounds for exclusion and that meet all the contracting authority’s technical requirements may submit their tender in accordance with the instructions set down in this dossier.

The project is co-financed by the European Union from the Erasmus+ programme.

The successful tenderer shall be required to keep documentation and issue invoices and reports in accordance with the contracting authority’s requirements, and to maintain an audit trail in relation thereto. When so requested by the contracting authority or co-financing body, the successful tenderer shall be required to enable execution of the public contract to be monitored, verified and supervised without hindrance, and also take part in such monitoring, verification and supervision.

1.1. Variant tenders

The contracting authority does not permit variant tenders as set out in Article 72 ZJN-3.

1.2. Lots

The public procurement order is indivisible and is not divided into lots.

2. PUBLIC PROCUREMENT PROCEDURE

This public procurement order is being executed under open procedure in accordance with Article 40 ZJN-3.

3. LEGAL BASIS FOR IMPLEMENTATION OF THE PUBLIC PROCUREMENT PROCEDURE

The provisions of the following regulations and other documents shall be applied to the public procurement procedure:

- Public Procurement Act (ZJN-3, Uradni list RS, No 91/15 as amended);
- Legal Protection in Public Procurement Procedures Act (ZPVPJN, Uradni list RS, No 43/2011 as amended);
- Code of Obligations (OZ, Uradni list RS, No 83/2001 as amended);
- Public Finance Act (ZJF, Uradni list RS, No 79/1999 as amended);
- Value Added Tax Act (ZDDV-1, Uradni list RS, No 117/2006 and other amendments);
- Civil Procedure Act (ZPP-UPB3, Uradni list RS, No 73/2007 and other amendments);
- Integrity and Prevention of Corruption Act (ZIntPK-UPB2, Uradni list RS, No 69/2011 and other amendments);
- Criminal Code (KZ-1, Uradni list RS, Nos 50/12 [official consolidated version] and 54/15);

- Personal Data Protection Act (ZVOP-2, Uradni list RS, No 163/22);
- Trade Secrets Act (ZPosS, Uradni list RS, No 22/19);
- Decree on Financial Collateral in Public Procurement (Uradni list RS, No 27/16);
- other regulations governing the area covered by the public procurement order.

The procedure shall be conducted entirely in accordance with the valid legislation. Tenderers shall also meet and take into consideration all provisions laid down by the applicable legislation with relevance to the subject of the public procurement order.

4. TENDERERS ELIGIBLE TO PARTICIPATE IN THE PUBLIC PROCUREMENT PROCEDURE

4.1. Terms “tenderer” and “economic operator”

Per the definition referred to in Article 2(1)(7) ZJN-3, a “tenderer” is an economic operator that has submitted a tender. Per the ZJN-3, a tenderer may be any legal entity or natural person that meets all the contracting authority’s requirements as set out in this dossier.

4.2. Joint tenders

Per Article 10(3) ZJN-3, groups of economic operators, including temporary associations, may participate in this public procurement procedure. They shall not be required to have a specific legal form.

Groups of tenderers must submit a legal act of joint participation that makes unequivocally clear the following:

- the appointment of the lead party in the execution of the public contract;
- the authorisation conferred on the lead party and responsible person to sign the tender and the agreement or framework agreement;
- the scope of the business (precise indication of the type and volume of services) that is to be performed by each tenderer, and the responsibilities of each tenderer;
- a declaration to the effect that all tenderers in the joint tender are familiar with the instructions to tenderers, the tender requirements and the criteria for the awarding of the public contract, and that they agree with them in their entirety;
- a declaration to the effect that all the tenderers are familiar with the payment terms set out in this dossier;
- the unlimited joint and several liability of all joint tenderers in the joint tender.

4.3. Tenders with subcontractors

4.3.1. Definition of a subcontractor

Per the definition given in Article 94(1) ZJN-3, a subcontractor is an economic operator that is a legal entity or natural person that supplies goods or provides services that are directly linked to the subject of the order for the tenderer with which the contracting authority has concluded an agreement on the execution of the public contract.

The contracting authority calls the tenderers’ attention to the practice of the minor offences court and of the National Review Commission, which files charges to the competent court if a tenderer, upon

submitting a tender, states that it does not tender with subcontractors, but then subsequently declares subcontractors after entering into the agreement as the contractor. This may constitute the offence of providing a false statement under Article 112(1)(5) ZJN-3, leading to the possible sanction of exclusion of the tenderer from the public procurement procedure.

For this reason, tenderers should be aware that the contracting authority will verify any appointment of a new subcontractor by checking whether false statements have been provided, and take appropriate action should it transpire that an offence has taken place.

4.3.2. Part of the public contract that may be subcontracted

A tenderer may subcontract a part but not the whole of the public contract.

4.3.3. Documentation relating to subcontractors

If a tenderer executes the public contract with subcontractors, it shall:

- list all the subcontractors and every part of the public contract that it intends to subcontract;
- list the proposed subcontractors' contact details and statutory representatives;
- submit completed Self-Declarations for these subcontractors in accordance with Article 79 ZJN-3; and
- enclose the subcontractor's request for direct payment, if the subcontractor is requesting direct payment.

If the contractor declares new subcontractors during the execution of the order or the framework agreement, it shall do the following no later than five (5) days after engaging the subcontractor:

- give the official company name/name and place of establishment/official address of the new subcontractor and refer to that part of the public contract that the contractor is intending to subcontract;
- list the contact details and statutory representatives of the proposed new subcontractors;
- submit completed Self-Declarations for these subcontractors in accordance with Article 79 ZJN-3, or evidence of the absence of grounds for exclusion and compliance with the conditions; and
- enclose the subcontractor's request for direct payment, if the subcontractor is requesting direct payment.

During the execution of the public contract, the lead contractor shall, in accordance with Article 94(3) ZJN-3, notify the contracting authority of any changes in information on subcontractors, and send details of any such changes regarding the new subcontractors that it intends to include in the execution of the public contract within five (5) days of the change. **Should the contractor fail to do this, the contracting authority shall have the right to charge the contractor a contractual penalty of €5,000 for each infringement for failing to provide information on a subcontractor.**

The contracting authority may refuse a request to replace a subcontractor or include a new subcontractor if grounds for exclusion of the economic operator in question exist, if the subcontractor fails to meet the conditions set by the contracting authority for subcontractors in this dossier, and also if this could hinder the execution of the public contract. The contracting authority shall notify the lead contractor of any rejection of a new subcontractor no later than ten (10) days from the day it receives the request for replacement. In this case, this is an indicative deadline that does not affect the contracting authority's right to reject a subcontractor if there are reasonable grounds for doing so.

4.3.4. Direct payments to subcontractors

Direct payment to subcontractors under ZJN-3 is not *a priori* mandatory. This means that a subcontractor may only be paid directly if it so requests, where such a request may be made when the tender is submitted to the lead contractor. The lead contractor must then send the request to the contracting authority when the subcontractor is first declared. If a subcontractor's request for direct payment is not submitted on time, the contracting authority is not required to take it into account in subsequent works execution phases unless the conditions under Article 631 of the Code of Obligations are met.

Where a tenderer intends to execute a public contract with a subcontractor requiring direct payment:

- the lead contractor shall, in the agreement or framework agreement, authorise the contracting authority to pay the subcontractor directly on the basis of an invoice or statement approved by the lead contractor;
- the subcontractor shall provide a letter of consent on the basis of which the contracting authority settles the subcontractor's receivables from the tenderer;
- the lead contractor shall enclose the invoices or statements of each subcontractor as approved by the lead contractor with its own invoices or statements.

If direct payments are not to be made to subcontractors, the contracting authority shall request that the lead contractor send it a written declaration and a written declaration from all subcontractors to the effect that they will not be paid directly by the contracting authority and, if they are not paid directly, that they have received payment for services provided or goods delivered in direct relation to the subject of this public contract, and to do so not later than sixty (60) days from the day the final invoice or statement has been paid. If the lead contractor fails to act in accordance with the above requirement, the contracting authority shall be required, pursuant to Article 94(7) ZJN-3, to send a proposal to the National Review Commission for the introduction of offence proceedings under Article 112(1)(2) ZJN-3.

If direct payments are to be made to subcontractors, information on subcontractors shall not constitute a component of the agreement, whereby the public contract shall not be changed unless direct payments are made to any of the newly declared subcontractors.

4.3.5. Direct payments to subcontractors in the subcontracting chain

The provisions of this section of the dossier regarding direct payments to subcontractors shall also apply to all other subcontractors in the subcontracting chain.

5. SUBJECT OF THE PUBLIC PROCUREMENT ORDER

5.1. Description of the subject of the public procurement order

This public procurement order covers the design and delivery of a communications campaign at EU level aimed at strengthening the profile and emphasising the strategic importance of the Erasmus+ programme. The agency selected shall develop a communications strategy, creative concept and key messages that insert the effects of the Erasmus+ programme into the context of the EU's current priorities (Talent Development & Employability, Democracy & EU Values, Inclusion and Accessibility). The campaign will include the content preparation, media and PR activities, digital presence, a media buying plan, and cooperation with national agencies in defining data, stories and impact indicators. The agency will also set out a timetable of performance, ensure that the campaign is approached in a phased manner, and evaluate the results achieved on the basis of the defined performance indicators.

The subject of the public procurement order is the preparation and delivery of a communications campaign at EU level to include the preparation of a communications strategy, the performance of communications-related activities, campaign coordination and reporting on the results.

A more detailed description of the objectives, context, target groups, the key thematic areas and the contracting authority's expectations regarding the communications campaign is set out in the Brief for Communication Agency Tender, which is annexed to and an integral component of this tender dossier.

Tenderers shall pay due regard to the points of departure set out in the Brief when preparing their tenders, particularly as regards:

- the insertion of the campaign into the current strategic and political context of the EU;
- a focus on the key thematic areas (Talent Development & Employability, Democracy & EU Values, Inclusion and Accessibility);
- the target publics as defined at EU level;
- the expected structure of the communications strategy, the creative concept and the implementational activities;
- cooperation with national agencies and the iterative development of content and messages.

The Brief shall serve as background documentation for understanding the contracting authority's objectives and expectations, and as the point of departure for the preparation of a high-quality and contextually relevant tender.

5.2. Deadline for completion

Execution of the public contract shall commence after the agreement is signed.

The planned campaign implementation timetable comprises the following elements:

- a preparatory phase and the development of the communications strategy;
- the performance of Phase 1 of the campaign (expected in June);
- the performance of Phase 2 of the campaign (expected in September).

The campaign activities are expected to be completed in full by the end of 2027, with the contractor required to present the contracting authority with a report on implementation of the campaign and the performance indicators (KPIs) achieved within three (3) months of completion of the campaign at the latest.

Tenderers shall present a detailed timetable of activities in their tenders, with the contracting authority coordinating the timetable with the successful tenderer when the agreement is signed.

6. TECHNICAL REQUIREMENTS

When preparing their tenders, tenderers shall pay due and full regard to the requirements set out in this tender dossier and in the Brief for Communication Agency Tender, which is an integral component of this dossier. The successful tenderer shall be required to do the same when fulfilling its contractual obligations.

Tenderers shall enclose a creative concept with their tenders that is based on the points of departure and the objectives set out in the Brief.

The required elements and the criteria applied to the assessment of the creative concept's compliance with the project objectives are set out in the "CRITERIA" section.

The contractor shall comply with the rules applying to the visibility of the Erasmus+ programme and the applicable instructions of the European Commission in all its communication activities.

7. COMMUNICATION RULES

7.1. Means of communication

The public contract shall be executed using electronic means of communication.

The decision awarding the public contract shall be published on the public procurement portal.

The contracting authority shall send additional information per Article 60 ZJN-3 as notices of supplementary information, information on an incomplete procedure or a correction, or in another way via the public procurement portal.

7.2. Amendments and additions to the documentation

As per Article 67(2) ZJN-3, the contracting authority may no longer amend or add to the public procurement documentation after the deadline for the receipt of tenders has expired. The information provided by the contracting authority to tenderers on or via the public procurement portal shall be regarded as amending, adding to or clarifying the public procurement documentation if it appears from the content of the information that it amends or adds to the documentation, or that the clarification eliminates ambiguities therein.

7.3. Language of the public procurement procedure

As per Article 36 ZJN-3, the public procurement procedure shall be conducted in the Slovenian language.

The contracting authority shall allow public procurement documentation to be prepared in English. Tenderers may submit their tenders in English.

In the event of a dispute, the tender or its official Slovenian translation shall always be used. Where documentation or a part thereof is in a foreign language only, the foreign language shall be used.

Without prejudice to the provision of this dossier that states that the public procurement procedure shall be conducted in the Slovenian language, the contracting authority shall deem any fact of submission of tender documents in a foreign language as a deficiency of the tender only if it does not understand the language in which the document has been submitted. In such a case, the contracting authority shall request that the tender have that part of the tender that is written in a language it does not understand translated into Slovenian. This shall be done at the tenderer's expense and by a reasonable deadline (generally five (5) working days).

7.4. Form of the tender

The tender documents shall be submitted using the forms set out in the annexes to the public procurement documentation or on forms drawn up by the tenderer, equal in form and content, signed by the person or persons with the right to represent the tenderer, to at least the extent that satisfies the

purpose of the tender, and initialled when this is required. It is preferable for the tender to be arranged in the order set out in the Elements of the tender section of this public procurement documentation.

Tenderers shall complete all empty sections of all forms that comprise the tender documents either in ink, ballpoint pen with clear printed letters or typed or printed, and dated, signed and stamped. Documents prepared in this way must be original documents. Tenderers may use their own forms, but these must match the contracting authority's forms fully in terms of content.

The following is preferred:

- that all pages in the tender are numbered;
- that all pages in the tender follow in numbered sequence;
- that documents in the tender are placed in sequence as set out in the table in the "Elements of the tender and the conditions and evidence that tenderers are required to submit to demonstrate that they meet the conditions" section.

Tenderers shall submit their tenders via the e-JN portal.

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

8. SUBMISSION AND PUBLIC OPENING OF TENDERS

8.1. Deadline for the receipt of tenders

The deadline for the receipt of tenders has been set by the contracting authority as **12 pm on 4 May 2026**.

Tenderers shall submit, make changes to and withdraw their tenders in the e-JN information system at: <https://ejn.gov.si>.

Prior to submitting a tender, tenderers shall register in the e-JN system in accordance with the Instructions on Using the e-JN System. Tenderers already registered in the e-JN information system shall only be required to log into the application.

The user of a tenderer authorised to submit tenders in the e-JN information system shall submit the tender by clicking on the "Submit" button. Upon submission of a tender, the e-JN information system shall log the tenderer's authorised person's identity and the time of submission of the tender. By submitting a tender, the user demonstrates and declares their intention to submit a binding tender on behalf of the tenderer (Article 18 of the Code of Obligations). Upon submission of a tender, that tender shall be binding for the time stated in the tender, unless the tenderer's user withdraws or amends the tender before the deadline for submission.

The tenderer shall enter the total tender amount, net of tax, in euros and the amount of tax in euros in the dedicated fields under the "Total tender value" section in the e-JN system. The amount in euros, including tax, is calculated automatically. The tenderer shall upload a file in Word, Excel or pdf format to the "Pro forma invoice" section. The "Total tender value" entered into the same section and the document uploaded as a pro forma invoice to the "Pro forma invoice" section will be displayed and made available at the public opening of tenders.

In the event of discrepancies between the data indicated in the “Total tender value” section and in the document that was submitted to the “Pro forma invoice” section, the data in the document submitted to the “Pro forma invoice” section shall be deemed valid.

Tenders shall be deemed to have been submitted on time if the contracting authority receives them via the e-JN system (<https://ejn.gov.si>) by **12 pm on 4 May 2026** at the latest. A tender is deemed to have been submitted if it is designated as “ODDANO” (SUBMITTED) in the e-JN information system.

A tenderer may withdraw or revise its tender up until the deadline for the submission of tenders. If a tenderer withdraws its tender from the e-JN information system, the tender shall be regarded as having not been submitted and the contracting authority shall not be able to view it in the e-JN system. If a tenderer revises its tender in the e-JN information system, the last submitted tender shall be available to view by the contracting authority in the system.

Tenders may no longer be submitted after the deadline for submission has expired.

Tenderers shall deliver the creative concept/design to the contracting authority’s address as follows: Centre of the Republic of Slovenia for Mobility and European Educational and Training Programmes, Ob železnici 30A, 1000 Ljubljana. The contracting authority shall not consider creative concepts received after the deadline for the submission of tenders.

8.2. Withdrawal of tenders

Tenderers may withdraw their tenders at any time prior to the expiry of the deadline for the submission of tenders.

8.3. Public opening of tenders

Pursuant to Article 88(4) ZJN-3, the opening of tenders shall be public.

The tender opening process shall take place at **1 pm on 4 May 2026** automatically in the e-JN information system.

The tender opening process shall take place in such a way that the e-JN information system displays the tenderer’s details and the variants (if required or permitted) automatically at the time set for the public opening of tenders, and enables access to the document that the tenderer uploads to the “Pro forma invoice” section of the e-JN system.

8.4. Deadline for additional explanations of tenders

The contracting authority shall send additional explanations regarding the public procurement documentation to or via the public procurement portal no later than six (6) days prior to the expiry of the deadline for the receipt of tenders, on condition that the question is placed on the public procurement portal by **10 am on 20 April 2026**.

Requests for explanations of the public procurement documentation may only be made via the public procurement portal. The contracting authority reserves the right to partly amend or supplement this public procurement documentation and, if necessary, extend the deadline for the submission of tenders. Amendments and additions to the public procurement documentation shall be an integral component of that documentation.

9. CONDITIONS FOR THE RECOGNITION OF CAPACITY AND GROUNDS FOR EXCLUSION

9.1. Grounds for exclusion

The contracting authority shall exclude a tenderer from participating in the public procurement procedure if it finds, in the course of verifications conducted in accordance with Articles 77, 79 and 80 ZJN-3, or is otherwise apprised, that any of the grounds for exclusion referred to in this dossier exist.

9.1.1. Grounds for exclusion

ITEM NO	LEGAL BASIS	GROUND FOR EXCLUSION
1.	Article 75(1) ZJN-3	<p>If a final judgment for the criminal offences set out in the Criminal Code (Uradni list RS, Nos 50/12 [official consolidated version], 6/16 [corrigenda], 54/15, 38/16, 27/17, 23/20, 91/20, 95/21, 186/21 and 105/22 [ZZNŠPP], hereinafter: KZ-1), or for comparable criminal offences imposed by foreign courts has been imposed on an economic operator or a person who is a member of a management, executive or supervisory body of that economic operator, or who has powers of representation, decision-making or control therein:</p> <ul style="list-style-type: none"> - terrorism (Article 108 KZ-1); - financing terrorism (Article 109 KZ-1); - incitement and public glorification of terrorist acts (Article 110 KZ-1); - terrorist recruitment and training (Article 111 KZ-1); - enslavement (Article 112 KZ-1); - human trafficking (Article 113 KZ-1); - acceptance of bribes during an election (Article 157 KZ-1); - violation of the fundamental rights of employees (Article 196 KZ-1); - fraud (Article 211 KZ-1); - unlawful restriction of competition (Article 225 KZ-1); - causing bankruptcy through fraud or negligent conduct of business (Article 226 KZ-1); - actions to the detriment of creditors (Article 227 KZ-1); - business fraud (Article 228 KZ-1); - fraud to the detriment of the European Union (Article 229 KZ-1); - deception in obtaining and using a loan or benefit (Article 230 KZ-1); - deception in trading securities (Article 231 KZ-1); - deception of customers (Article 232 KZ-1); - unauthorised use of another's mark or model (Article 233 KZ-1); - unauthorised use of another's invention or layout (Article 234 KZ-1); - forgery or destruction of business documents (Article 235 KZ-1); - disclosure and unauthorised acquisition of trade secrets (Article 236 KZ-1);

		<ul style="list-style-type: none"> - misuse of information systems (Article 237 KZ-1); - misuse of insider information (Article 238 KZ-1); - misuse of the financial instruments market (Article 239 KZ-1); - abuse of position or trust in an economic activity (Article 240 KZ-1); - unauthorised acceptance of gifts (Article 241 KZ-1); - unauthorised giving of gifts (Article 242 KZ-1); - counterfeiting (Article 243 KZ-1); - forgery and use of counterfeit vouchers or securities (Article 244 KZ-1); - money laundering (Article 245 KZ-1); - misuse of non-cash means of payment (Article 246 KZ-1); - use of counterfeit non-cash means of payment (Article 247 KZ-1); - fabrication, acquisition or disposal of instruments of forgery (Article 248 KZ-1); - tax fraud (Article 249 KZ-1); - smuggling (Article 250 KZ-1); - abuse of office or official duties (Article 257 KZ-1); - misuse of public funds (Article 257a KZ-1); - disclosure of confidential information (Article 260 KZ-1); - taking bribes (Article 261 KZ-1); - giving bribes (Article 262 KZ-1); - acceptance of benefits for unlawful intervention (Article 263 KZ-1); - giving of gifts for unlawful intervention (Article 264 KZ-1); - criminal association (Article 294 of the KZ-1). <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p>INFORMATION FOR ESTABLISHING CAPACITY: The European Single Procurement Document (ESPD), Part III.A of which the economic operator completes online at https://ejn.gov.si/espd and submits in electronic form or as a signed scan.</p> <p>The contracting authority invites tenderers to give in the ESPD the single personal identification number (EMŠO) for each person who is a member of a management, executive or supervisory body of that economic operator, or who has powers of representation, decision-making or control therein, so as to enable the contracting authority to obtain information on their criminal record (if any) from the e-Dosje application.</p> </div>
2.	Article 75(2) ZJN-3	The economic operator fails to settle any mandatory levies or other monetary non-tax liabilities under the law governing financial administration that are collected by the tax authority in accordance with the regulations of its country of establishment, or the regulations of the contracting authority's country. An economic operator shall also be deemed not to have fulfilled the obligations referred to in the previous

		<p>sentence if it has failed to submit all its withholding tax returns for employment income for the five (5) years preceding the deadline for the submission of tenders or requests. An economic operator shall not be excluded if by the deadline for submission of applications or requests it has settled its outstanding past-due liabilities in the amount of €50 or more, and has submitted all its withholding tax returns for employment income for the five (5) years preceding the deadline for the submission of requests or tenders.</p> <p>INFORMATION FOR ESTABLISHING CAPACITY: The European Single Procurement Document (ESPD), Part III.B of which the economic operator completes online at https://ejn.gov.si/espd and submits in electronic form or as a signed scan.</p>
3.	Article 75(4)(a) ZJN-3	<p>If on the day the deadline for submitting tenders expires, the economic operator has been excluded from public contract award procedures due to inclusion in the register of economic operators against which the sanctions of exclusion from public procurement procedures have been imposed.</p> <p>INFORMATION FOR ESTABLISHING CAPACITY: The European Single Procurement Document (ESPD), Part III.D of which the economic operator completes online at https://ejn.gov.si/espd and submits in electronic form or as a signed scan.</p>
4.	Article 75(4)(b) ZJN-3	<p>If in the three (3) years prior to the deadline for the submission of tenders or requests any fine for an offence has been imposed on the economic operator twice or more by virtue of one or more final decisions rendered by a competent authority of Slovenia, another Member State or a third country in connection with remuneration for work, work time, rest periods, performance of work on the basis of civil law contracts despite the existence of elements of an employment relationship, or undeclared work.</p> <p>INFORMATION FOR ESTABLISHING CAPACITY: The European Single Procurement Document (ESPD), Part III.D of which the economic operator completes online at https://ejn.gov.si/espd and submits in electronic form or as a signed scan.</p>
5.	Article 75(6)(b) ZJN-3	<p>If insolvency, compulsory composition or liquidation proceedings have been initiated against the economic operator, if the assets and operations of the economic operator are under the administration of a liquidator or the court or if the business activities of the economic operator have been suspended or proceedings have been initiated against the economic operator in accordance with the regulations of another country, or a situation of equivalent legal consequences has arisen.</p>

		INFORMATION FOR ESTABLISHING CAPACITY: The European Single Procurement Document (ESPD), Part III.C of which the economic operator completes online at https://ejn.gov.si/espd and submits in electronic form or as a signed scan.
6.	Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine	<p>As per the provision of Article 5k(1) of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, the awarding or continuation of the execution of any public or concession contract is prohibited to or with:</p> <p>(a) Russian nationals or natural or legal persons, entities or bodies established in Russia;</p> <p>(b) legal persons, entities or bodies whose proprietary rights are directly or indirectly owned for more than 50% by an entity referred to in point (a) of this paragraph; or</p> <p>(c) natural or legal persons, entities or bodies acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph,</p> <p>(d) including, where they account for more than 10% of the contract value, subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives, and any of the circumstances referred to in points (a), (b) or (c) are met in relation to them.</p>
		INFORMATION FOR ESTABLISHING CAPACITY: Self-Declaration in Annex 5A

9.1.2. Economic operators in relation to which no grounds for exclusion may exist

The absence of grounds for exclusion shall be demonstrated by the following economic operators:

- tenderers;
- all partners in a joint tender;
- all subcontractors, irrespective of the phase of execution of the public contract in which they are involved;
- operators whose capacities are used by a tenderer if the tenderer uses the capacities of other operators per Article 81 ZJN-3.

All the above economic operators are required to submit a Self-Declaration (Annex 5).

Subcontractors that are to be declared when the lead contractor's tender or a joint tender is submitted are required to submit a Self-Declaration.

Subcontractors that are involved in the execution of the public contract after the agreement or framework agreement is concluded with the lead contractor or consortium of contractors shall submit their Self-Declarations (Annex 5) or evidence of the absence of grounds for exclusion upon their nomination and prior to the commencement of works. No subcontractor subsequently engaged, i.e. that was not declared when the tender was submitted, may commence work before the contracting authority approves their engagement. The contracting authority shall approve a subcontractor as soon as it is able to confirm that there are no grounds for exclusion and that the subcontractor meets all other relevant conditions. Owing

to the time it takes to confirm that there are no grounds for exclusion and that the subcontractor meets all other relevant conditions, the contracting authority recommends that evidence of the absence of grounds for exclusion and of compliance with the relevant conditions be submitted for newly engaged subcontractors and not only a Self-Declaration (Annex 5).

9.1.3. Corrective mechanism

Pursuant to Article 75(9) ZJN-3, the contracting authority reserves the right to consider that the evidence submitted by the economic operator under the corrective mechanism is sufficient to prevent it from being excluded from the public procurement procedure. This is a right and not a duty of the contracting authority.

Tenderers shall submit evidence that demonstrates that the economic operator had taken steps under the corrective mechanism by the time the tender was submitted. The contracting authority shall not consider evidence submitted subsequent to that.

If the contracting authority considers the measures to be insufficient, it shall send the economic operator concerned a statement of the reasons for its decision.

9.1.4. Conditions of participation

The contracting authority lays down the conditions of participation as set out in this section of the dossier. Unless otherwise stated, the conditions shall apply to all lots.

Pursuant to Article 47(3) ZJN-3, the contracting authority shall not be required in a low-value public contract procedure to verify the existence or the content of statements made in a tender unless it doubts the veracity of the tenderer's statements.

9.1.5. Economic operators and the conditions that apply to them

The table below shows which specific conditions apply to which economic operators.

The conditions may apply to the following economic operators:

- to tenderers;
- to partners in a joint tender pursuant to Article 10(4) ZJN-3;
- to subcontractors, irrespective of the phase of execution of the public contract in which they are involved;
- the actual (final) contractor irrespective of the link in the subcontracting chain to which the contractor belongs;
- operators whose capacities are used by a tenderer if the tenderer uses the capacities of other operators per Article 81 ZJN-3.

All economic operators subject to the fulfilment of any condition shall submit a Self-Declaration (Annex 5).

Article 94(8)(2) ZJN-3 gives the contracting authority the option of also applying the obligations referred to in that article to subcontractors of subcontractors and to subcontractors further along the chain of subcontractors, as a result of which the contracting authority also lays down certain conditions for the actual (final) contractor irrespective of the link in the subcontracting chain to which the contractor belongs.

Subcontractors that are to be declared when the lead contractor's tender or a joint tender is submitted are required to submit a Self-Declaration (Annex 5)

9.1.6. Capacity to pursue a professional activity

ITEM NO	CONDITION	TO WHOM THE CONDITION APPLIES
1.	<p>The economic operator must be entered in the business register and registered to perform the activity that is the subject of the public procurement order (for that part that it will be performing).</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>INFORMATION FOR ESTABLISHING CAPACITY: A completed ESPD confirming that the condition is met.</p> </div>	<p>This condition must be met by the following economic operators:</p> <ul style="list-style-type: none"> - tenderers; - all partners in a joint tender; - all subcontractors, irrespective of the phase of execution of the public contract in which they are involved; - all actual (final) contractors irrespective of the link in the subcontracting chain to which a contractor belongs.

9.1.7. Economic and financial standing

ITEM NO	CONDITION	TO WHOM THE CONDITION APPLIES
1.	<p>The economic operator has not had any business account that it holds at any commercial bank blocked in the six (6) months prior to the date of publication of the public procurement order on the public procurement portal.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>INFORMATION FOR ESTABLISHING CAPACITY: A completed ESPD, Part IV. B of which the tenderer completes and submits in electronic form or as a signed scan, AND THE FOLLOWING DOCUMENTARY EVIDENCE IN ELECTRONIC FORM: Confirmation from all the business banks with which the economic operator holds business accounts regarding unblocked/blocked business accounts in the six (6) months prior to the date of publication of the public procurement order on the public procurement portal, or a BON-2 form. The certificates or the BON-2 form must not have been issued more than</p> </div>	<p>This condition must be met by the following economic operators:</p> <ul style="list-style-type: none"> - tenderers; - all partners in a joint tender; - all subcontractors, irrespective of the phase of execution of the public contract in which they are involved; - all actual (final) contractors irrespective of the link in the subcontracting chain to which a contractor belongs.

	thirty (30) days from the day set as the final deadline for submission of evidence.	
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9.1.8. Technical and professional capacity

ITEM NO	CONDITION	TO WHOM THE CONDITION APPLIES
1.	<p>In the three (3) years prior to the deadline for the submission of tenders, the tenderer has successfully carried out at least two (2) communications projects or campaigns as part of which it provided strategic communication services or performed communication activities.</p> <p>A project that involved the planning and implementation of organised communication activities for a contracting authority the aim of which was to inform, promote or influence the public or stakeholders shall be regarded as an acceptable communications project or campaign.</p> <p>The project is required to have involved at least one (1) of the following activities:</p> <ul style="list-style-type: none"> - the preparation of a communications or PR strategy; - the planning and implementation of a communications campaign; - the handling of relations with the media (e.g. preparation of press releases, media communications, organisation of media events); - the planning and implementation of a media campaign (including the buying or management of media space); - communications aimed at a wider international or European audience. <p>All reference projects are required to have been carried out for or in connection with the EU or international environment, where a reference shall be regarded as acceptable if it meets at least one (1) of the conditions set out below:</p> <ul style="list-style-type: none"> - the project was carried out for a European Union institution or body; - the project was carried out for an international organisation (e.g. EU institution, EU agency, the United Nations, OECD, the Council of Europe or another comparable international organisation); 	<p>This condition must be fulfilled by the tenderer.</p> <p>A consortium of tenderers shall meet this condition together or through any member of the consortium.</p>

	<ul style="list-style-type: none"> - the project was aimed at an audience at EU level or that of multiple countries, meaning that the communication activities were directed towards the public, stakeholders or the media in at least three (3) countries or at European level. <p>The value of a reference project must be at least €50,000 (net of VAT).</p> <p>The contract value of the communication activities performed by the tenderer shall be taken as the value of the reference.</p> <p>Only completed projects shall be regarded as suitable references.</p> <p>A project shall be regarded as having been completed if the tenderer's contractual obligations towards the contracting authority have been discharged in full and the contracting authority has accepted the project or confirmed its completion (e.g. with a final report, confirmed acceptance of services or another comparable document). Projects that are still under way shall not be considered as references.</p> <div style="border: 1px solid black; padding: 5px;"> <p>INFORMATION FOR ESTABLISHING CAPACITY: List of the tenderer's reference projects (Annex 6) and the FOLLOWING DOCUMENTARY EVIDENCE:</p> <p>A certificate of the satisfactory execution of works issued by a reference ordering party (which must be the final ordering party of the reference project) for every reference declared in Annex 7.</p> </div>	
2.	<p>The tenderer shall provide a team of professional experts with the relevant experience in the fields of communications, public relations and communications with the EU or the international environment for the purposes of the execution of this public contract and for its full duration.</p> <p>Actual participation by an individual in the preparation, management or implementation of communications projects or campaigns that involved strategic communications, media relations, digital communications or communication with stakeholders shall be regarded as experience for the requirements of this condition.</p>	<p>This condition must be fulfilled by the tenderer or the subcontractor that will actually provide the service.</p> <p>A consortium of tenderers shall meet this condition together or through any member of the consortium.</p> <p>If the tenderer is submitting a tender with subcontractors, it may also meet that condition with a subcontractor, but only if the</p>

<p>A project that involved the planning or implementation of organised communication activities for an ordering party (e.g. the preparation of a communications strategy, the implementation of a communications or media campaign, PR activities, digital communications or communication with the general public or stakeholders) shall be regarded as a comparable project.</p> <p>The contractor shall ensure that it has at least the following key personnel in place:</p> <ul style="list-style-type: none"> • A) Project manager <p>The project manager shall (cumulatively) meet the following conditions:</p> <ul style="list-style-type: none"> • minimum Level VII qualifications; • minimum seven (7) years' work experience in the field of communications or public relations; • experience in the management of communications projects or campaigns; • experience in designing communication projects at EU policy level; • participation as a project manager or head of communication activities on at least two comparable projects. <p>Responsibility for coordinating a project team, planning activities, monitoring project implementation and communicating with the ordering party shall be regarded as experience in project management.</p> <ul style="list-style-type: none"> • B) Strategic communications/EU public affairs professional <p>The professional shall (cumulatively) meet the following conditions:</p> <ul style="list-style-type: none"> • minimum five (5) years' work experience in the field of communications, public affairs or EU policy; • experience in designing communication projects at EU policy level; • participation in at least one project that involved communication with EU institutions, European stakeholders or international audiences. <p>Participation in projects in which communication activities were directed towards EU institutions, European organisations, international stakeholders or a European public shall be regarded as experience in EU communications.</p>	<p>subcontractor with which it is meeting the condition will actually provide the services that are covered by the public procurement order.</p>
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- **C) Media and PR professional**

The professional shall (cumulatively) meet the following conditions:

- minimum **five (5) years' work experience in the field of media relations or public relations;**
- experience in designing communication projects at EU policy level;
- experience in the **planning or implementation of at least one (1) media campaign or PR strategy.**

Activities such as those listed below shall be regarded as experience in the field of media relations:

- drafting of press releases;
- communication with the press and editorial boards;
- organisation of media events or conferences;
- preparation of PR content or media plans.

- **D) Digital communications professional**

The professional shall (cumulatively) meet the following conditions:

- minimum **three (3) years' work experience in the field of digital communications;**
- experience in designing communication projects at EU policy level;
- experience in the **management or implementation of digital communication campaigns.**

Activities such as those listed below shall be regarded as experience in the field of digital communications:

- planning of digital campaigns;
- management of social media;
- drafting of digital content;
- analysis of the reach and success of digital campaigns.

- **Additional requirements**

Multiple functions may not be performed by a single person within the project team.

The tenderer shall submit a **CV** for each professional proposed, showing:

- their education/qualifications;
- their work experience; and
- their participation in relevant projects.

If a professional **is not employed by the tenderer**, the tenderer shall enclose the **contract or other legally**

	<p>binding proof of cooperation showing that the professional will be available to execute the public contract for the full duration of the agreement.</p> <p>INFORMATION FOR ESTABLISHING CAPACITY: List of declared professionals (Annex 8), employment or cooperation contract for the nominated professional, CV.</p>	
5.	<p>A tenderer that intends to subcontract part of the public contract must state the share and type of works that it intends to subcontract.</p> <p>INFORMATION FOR ESTABLISHING CAPACITY: Tenderer's declaration on the participation of subcontractors in Annex 3 and the Subcontractor's declaration in Annex 4.</p>	<p>This condition must be fulfilled by the tenderer or a consortium of tenderers that intends to subcontract part of the public contract.</p>

1.	<p>The tenderer declares that it accepts all the conditions laid down in the public procurement documentation in full, and that it is aware of the scope, complexity and deadlines for the provision of the services covered by this public contract.</p> <p>The tenderer declares and undertakes as follows:</p> <ul style="list-style-type: none"> - that it is familiar with the subject of the public contract and has been apprised of the purpose, objectives and scope of the communications campaign, the target groups, the planned phases of implementation of the campaign, and all the contracting authority's technical, organisational and other requirements as they relate to the provision of strategic communication services; - that it has the appropriate professionals, knowledge, experience and organisational and human resource capacities required for the preparation and implementation of the communications strategy, communication activities and other services covered by this public contract to the required scope and quality and by the required deadlines; - that it shall provide the services in a professional and high-quality manner and in accordance with 	<p>This condition must be fulfilled by the tenderer or a consortium of tenderers that intends to subcontract part of the public contract.</p>
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	<p>the rules of the profession in the fields of communications, public relations, strategic communications and media activities;</p> <ul style="list-style-type: none"> - that when preparing and carrying out communication activities, it shall adhere to all the contracting authority's requirements as laid down in the public procurement documentation, as well as the relevant political and institutional context of the European Union; - that it shall ensure adequate coordination of all the activities of the project team and effective cooperation with the contracting authority and other relevant stakeholders, including national agencies and other partners taking part in the campaign; - that it shall provide all services in a timely manner and in accordance with the timetable, and ensure adequate monitoring and reporting on the activity and the campaign results; - that it shall ensure that all communication activities, contents and materials are prepared in a professional manner in accordance with the campaign objectives and in a manner corresponding to the target groups at EU level. 	
	<p>INFORMATION FOR ESTABLISHING CAPACITY: Tenderer's declaration on compliance with the requirements in Annex 9.</p>	

10. INFORMATION FOR ESTABLISHING CAPACITY:

10.1. Verification of data available from official sources

Article 79(8) ZJN-3 provides that a tenderer shall not be obliged to submit supporting documents or other documentary evidence if the contracting authority is able to acquire certificates or other necessary information free of charge through direct access to a national database of any Member State, such as a national register of public contracts, an electronic register of companies, an electronic document storage system or a pre-qualification system. Similarly, a tenderer shall not be obliged to submit supporting documents if the contracting authority already possesses these documents on account of a previously awarded public contract, concluded agreement or framework agreement and these documents are still valid.

Article 77(9) ZJN-3 provides that information that is held in official records and for which the tenderer itself has not submitted supporting documentation may be verified by the contracting authority in the

single information system (a database of tenderers and their tenders kept by the ministry responsible for public contracts), instead of in the official records, if the tenderer approves the contracting authority in this system.

10.2. Providing evidence of compliance with the conditions for participation

Unless otherwise indicated in these instructions with respect to individual documents, the submission of scans of the required documents shall be sufficient. The contracting authority reserves the right to inspect the original documents.

The forms containing the declarations that a tenderer is required to submit are part of the public procurement documentation. Declarations may be enclosed with these forms or on the tenderer's forms (which may not deviate substantially from the forms presented here). The tenderer's declarations must be signed by hand or electronically by the tenderer, unless otherwise determined for specific documents. If the tenderer uses a stamp, the forms must also be stamped.

The contracting authority reserves the right to check the authenticity of declarations or certificates with the person who has signed them.

If the contracting authority places a restriction on the age of documents that tenderers may submit as evidence, this shall be stated for each condition. If no restriction is stated, the age of the document is not important. However, it must reflect the most recent situation. Notwithstanding the prescribed or required maximum allowable age, documents must always reflect the most recent situation.

If the tenderer is a sole trader and is unable to obtain and submit the required documents, it must submit suitable documents that demonstrate compliance with the requirements.

Insofar as the tenderer is not established in Slovenia and is unable to obtain and submit the required documents because the country in which it is established does not issue such documents, the tenderer may submit a sworn statement of witnesses or a sworn statement by the tenderer in lieu of electronic evidence. The statement shall be made before a judicial or administrative authority, a notary public or a competent authority for professional entities or economic operators in the country in which the tenderer is established.

Before reaching a decision awarding the public contract, the contracting authority may require the tenderer to which it has decided to award the contract, as well as the tenderers ranked as the most economically advantageous tenderers according to the selection criteria, to submit all supporting documents listed under Article 77 ZJN-3 that are not officially available in public records.

The contracting authority reserves the right to request further proof for each of the conditions set, such as: scanned signed contracts for the reference projects, information on the reference projects, documentary evidence relating to personnel, etc.

10.3. Acquisition of information by other means

If the contracting authority acquires information on fulfilment of the grounds for exclusion or on non-fulfilment of the conditions by means other than through evidence from official data, such as competitive tenderers or third-party economic operators, other contracting authorities and similar, the contracting authority reserves the right to check such data and information.

To this end, the contracting authority shall have the right to require the tenderer to provide evidence relating to the data or information acquired by a deadline set by the contracting authority in the request, which shall, as a rule, be three (3) working days. If the tenderer fails to do so, the contracting authority may exclude the tender from further consideration.

10.4. Clarifications of tenders

The contracting authority may, pursuant to Article 79(7) ZJN-3, ask economic operators to supplement or clarify the confirmations submitted in accordance with Articles 77 and 78 ZJN-3.

The contracting authority shall set a suitable deadline for clarifying tenders. That deadline shall, as a rule, be three (3) working days.

10.5. Updates and amendments to tenders

If the information or documentation that must be submitted by the economic operator is, or seems to be, incomplete or incorrect, or if individual documents are missing, the contracting authority **may request** (but is not required to do so) that the tenderer submit the missing documents or supplement, correct, or clarify the information or documentation by an appropriate deadline, provided that such a request is in full accordance with the principles of equal treatment and transparency.

The contracting authority shall only request that the tenderer supplement, correct, amend or clarify its tender if it is unable to verify a given fact by itself. The submission of a missing document or the supplementation, correction or clarification of information or documents may relate solely to those elements of the tender whose existence prior to the expiry of the deadline set for the submission of an application or tender can be objectively verified. If the tenderer fails to submit a missing document or fails to supplement, correct or clarify the relevant information or documentation, the contracting authority shall exclude the tender from further consideration.

Except in the case of the correction or supplementation of a manifest error, if the correction or supplement does not entail the *de facto* submission of a new tender, **the tenderer may not supplement or correct:**

- its prices per unit (net of VAT), the values of items (net of VAT) or the total value of the tender (net of VAT), except when the total value is changed in accordance with the seventh paragraph of this article;
- that part of the tender tied to the technical specifications of the subject of the public procurement order.

11. FINANCIAL COLLATERAL

Pursuant to Article 93(2) ZJN-3 and Article 62(6)(f) ZJN-3, a contracting authority lays down the following compulsory financial collateral in public procurement procedures:

11.1. Performance bond

The successful tenderer shall, no later than by the signing of the agreement, deliver a performance bond, in the form of an irrevocable bank guarantee or surety bond, to the contracting authority in the amount of 10% of the total value of the contract, inclusive of VAT. If it fails to do so, the agreement on the execution of the public contract shall not be valid. The performance bond shall be valid for at least thirty

(30) days beyond the expiry date of the agreement and issued in the same form as the specimen in the tender dossier.

If the expiry date of the agreement is extended, the validity of the bond shall be extended by the same amount of time.

The contracting authority may redeem the performance bond if the contractor fails to meet its obligations to the contracting authority in accordance with the agreement and to the agreed standard of quality, in the agreed quantity and by the agreed deadline (coverage of timeliness and adequacy of execution of the agreement). The contracting authority may also redeem the performance bond to cover the contractor's past-due liabilities to subcontractors that are participating in the execution of the public contract if the contractor does not settle those liabilities.

The declaration shall be issued in accordance with the specimen (Annex 10).

If the tenderer is using subcontractors in the tender, the performance bond that the tenderer submits to the contracting authority must also cover its liabilities towards its subcontractors.

In addition to the cases listed elsewhere in this agreement, the contracting authority shall also be entitled to redeem the performance bond:

- **In the amount of the claim that the contracting authority has against the contractor:**
- if it is demonstrated that the contractor, either wholly or in part, is not providing the services of the preparation or implementation of a communications campaign to the agreed standard of quality or scope, by the agreed deadline or in accordance with the agreement, the public procurement documentation, the technical specifications or the contractor's tender,
- if the contractor is not preparing or implementing the communications strategy, campaign activities, communication content, media activities or digital activities in accordance with the contracting authority's requirements,
- if the contractor is failing to ensure adequate coordination of the communication activities, cooperation with the contracting authority, national agencies or other stakeholders taking part in the implementation of the campaign,
- if the contractor has failed to put in place the adequate professional personnel stated in the tender, or the services are not being provided by high-quality, professional and qualified personnel,
- if the contractor is failing to ensure the preparation or handover of the required content, communications materials, reports or other project results by the agreed deadlines,
- in the event of bankruptcy, liquidation or other proceedings, where the consequence or purpose of such proceedings is to terminate the contractor's operations, or any other similar proceedings in accordance with the regulations of the country in which the contractor is established,
- if the contractor fails to settle its liabilities towards subcontractors participating in the execution of the public contract and those subcontractors are claiming payment directly from the contracting authority,
- if the contractor breaches its obligation to protect confidential data that it acquires in the course of the execution of the agreement;

In the full amount of the financial collateral (for collateralising the contractual penalty)

- if the contractor fails to extend the financial collateral even though the conditions under which the contracting authority may request extension have been met,
- if the contracting authority terminates the agreement by reason of a breach on the contractor's part,
- if the contracting authority terminates the agreement by reason of a delay in the fulfilment of contractual obligations on the contractor's part,
- if the contractor withdraws from the agreement on the execution of the public contract through its own fault,
- if the contractor uses subcontractors to execute the public contract that have not been declared or whose nomination the contracting authority has rejected,
- if the contractor causes damage to the contracting authority that it fails to reimburse within eight (8) days of the contracting authority's request,
- if the contractor provides the contracting authority with misleading or false information, data or documents as a result of which it is forced to cancel or amend the public procurement order or suffers damage or other negative consequences.

12. PRICE

12.1. Tender price

The prices in the tender shall be denominated in euros (€) and include all elements of which they are composed, along with taxes and any discounts.

The price has been determined as a lump sum for the fulfilment of the contractual obligations and is shown in the tender form, which is an integral component of the tender.

The price includes all costs required for the preparation and implementation of the communications campaign covered by this public procurement order, including all activities, materials and services necessary for achievement of the campaign objectives.

The price includes all costs, such as:

- the preparation of a communications strategy and a creative concept for the campaign;
- the planning and implementation of communication activities;
- the preparation and implementation of PR activities and media relations;
- the preparation of communications materials (e.g. texts, graphic or other communications content);
- the implementation of digital communication and social media activities;
- the preparation of communications materials and content for different communication channels;
- collaboration and coordination with the competent authorities and other stakeholders taking part in the campaign (e.g. national agencies, partners, etc.);
- the organisation and coordination of communication activities;
- the purchase of media space where necessary;
- any production of communications materials or content;
- the drafting of reports on the implementation of activities and the performance indicators (KPIs) achieved;
- the costs of professional personnel;
- the costs of the organisation of work, administration and coordination;
- any handling costs and discounts;

- all other costs necessary for the provision of services in accordance with the public procurement documentation.

The price includes all costs associated with fulfilment of the contractual obligations. The contractor is also required to fulfil obligations that are not specifically mentioned in the public procurement documentation, but are necessary to ensure the high-quality, comprehensive and timely implementation of the communications campaign or that stem from applicable regulations, the rules of the profession or the nature of the services.

The price is fixed and may not be changed for the duration of the Agreement. The contracting authority shall therefore not permit the price to be changed by reason of a change in circumstances.

Regardless of the volume of the work, the costs of personnel, changes to the prices of services, production or media purchases, the contractor shall be entitled solely to the payment of the contract price as set in the tender.

The tenderer shall enter a price that includes all elements that have a bearing on the price calculation, and pay due regard to all the contracting authority's requirements as set out in the public procurement documentation. The tenderer shall incorporate any additional discounts into the price of the tender.

The total tender price, net of VAT and inclusive of VAT, shall be entered in the tender form (Annex 1) and shall reflect the price stated in the tender pro forma invoice.

In the event of a discrepancy between the information stated in the tender form and the tender pro forma invoice, the information in the tender pro forma invoice shall be regarded as valid.

13. CRITERIA

13.1. Determination of criteria

The criteria for the selection of the contractor shall be, once the conditions referred to above have been met, the **most economically advantageous tender** in each of the lots, with the criteria as follows:

1. CRITERION 1 (C1): Lowest tender price = 10 points

The contracting authority shall award up to 10 points for the lowest tender price inclusive of VAT,¹ with the most advantageous tenderer receiving the maximum possible number of points, i.e. 10, and each successive tenderer receiving a correspondingly lower number of points.

The number of points per tenderer is determined using the following equation:

$$C1 = NOp = (Lp / Tp) \times 10$$

Where:

NOp = number of points obtained by the tenderer

¹ From the document.

Lp = lowest tender price
Tp = tenderer's tender price

Documentary evidence:

- Tender (Tender form 1)

2. CRITERION 2 (C2): Creative strategic concept of the campaign = 50 points

Under this criterion, the contracting authority shall evaluate the **creative strategic concept of the communications campaign** that the tenderer submits as part of its tender.

The evaluation shall consider the following in particular:

- the clarity and persuasiveness of the proposed **campaign concept**;
- the connection between the proposed concept and the **key themes of the campaign** (Talent Development & Employability, Democracy & EU Values, Inclusion & Accessibility);
- the relevance of the proposed **key messages**;
- the suitability of the **communication channels and tools** selected;
- the innovativeness and persuasiveness of the proposed communications approach;
- whether implementation of the campaign at **EU level** is realistic.

The commission shall rank the concepts received from the tenderers in terms of their **quality and innovativeness and whether they meet the campaign objectives**.

Sub-criterion	Maximum number of points
C2.1 Understanding of the purpose, objectives and thematic priorities of the campaign	15
C2.2 Clarity of the communication concept and key messages	15
C2.3 Suitability of the proposed communication channels and tools	10
C2.4 Relevance and feasibility of the proposed communication activities	10
Total	50

• C2.1 Understanding of the campaign objectives and thematic priorities – 15 points

An assessment is made of whether the tenderer shows a clear understanding of:

- the purpose of the Erasmus+ Impact Communication campaign;
- the communication objectives at EU level;
- the three thematic priorities of the campaign:
 - Talent Development & Employability
 - Democracy & EU Values
 - Inclusion & Accessibility.

Scoring:

Degree to which the criterion is met	Points
The proposal clearly shows a very good understanding of the campaign objectives, the context and impacts of the Erasmus+ programme, and the selected thematic priorities. The proposal links the impacts of the Erasmus+ programme to the wider areas of thematic focus, and shows how these impacts could be strategically communicated at EU level.	15
The proposal shows a good understanding of the campaign objectives and thematic priorities. The link between the impacts of the Erasmus+ programme and the wider EU context is recognised, but the strategic communication of these impacts at EU level is not always persuasive.	10
The proposal demonstrates a basic understanding of the programme and campaign, but the understanding of the thematic priorities and their links to the impacts of the Erasmus+ programme is weak or partly unclear. The link between the impacts of the Erasmus+ programme and the areas of thematic focus is not persuasively presented in the creative concept.	5
The proposal does not show sufficient understanding of the campaign objectives, the Erasmus+ programme or the thematic priorities. The proposed creative concept does not link the impacts of the Erasmus+ programme to the areas of thematic focus to a sufficient extent.	0

• **C2.2 Clarity of the communication concept and key messages – 15 points**

An evaluation is made of the following:

- whether a clear communication concept has been presented for the campaign;
- whether the key messages have been designed;
- whether the messages are tailored to the target groups;
- whether the key messages are logically connected to the campaign objectives.

Scoring:

Degree to which the criterion is met	Points
The communication concept is structured and entirely persuasive. The key messages are based on the three areas of thematic focus, and are logically and persuasively connected to the campaign objectives and adequately tailored to the target groups.	15
The communication concept is largely comprehensible. The key messages are generally compliant with the campaign objectives. The messages are linked to the areas of thematic focus, but not always in a completely persuasive way, nor is the link between the messages and individual target groups completely persuasive.	10
The communication concept and the proposed key messages are too vague and not always clear. The link with the campaign objectives and areas of thematic focus is weak.	5
The proposal does not contain a clear communication concept or clear key messages. The messages are not persuasively linked to the campaign objectives or the areas of thematic focus.	0

• **C2.3 Suitability of the proposed communication channels and tools – 10 points**

An evaluation is made of the suitability and persuasiveness of the bases of the proposed communication channels and tools relative to the campaign objectives and the defined target groups. The evaluation shall consider, in particular, whether the proposed channels have been adequately selected and complement each other, and whether a clear explanation is given of how they will contribute to the achievement of the campaign objectives.

The number of communication channels proposed shall not, in itself, be taken as a criterion of quality.
Scoring:

Degree to which the criterion is met	Points
Clear justification is given for the proposed communication channels, and those channels are well-designed in relation to the target groups, campaign objectives and the wider EU context. The proposal contains a very good mix of activities that complement each other, and demonstrates an excellent understanding of the implementation of communications campaigns at EU level.	10
The proposed communication channels are adequate and generally well-justified in relation to the campaign objectives and target groups. The choice of channels is not persuasive in certain parts.	7
The proposed communication channels are only partly justified or their links to the campaign objectives or target groups are insufficiently clear. The proposal does not demonstrate a comprehensive understanding of communications campaigns at EU level.	3
The communication channels are not adequately defined or justified.	0

• **C2.4 Relevance and feasibility of the proposed communication activities – 10 points**

An evaluation is made of whether the proposed communication activities are logically designed and feasible in relation to the campaign objectives.

Scoring:

Degree to which the criterion is met	Points
The proposed activities are very well designed and feasible within the time frame envisaged and the budget. The proposal demonstrates a very well thought-out approach to campaign implementation.	10
The proposed activities are largely well thought-out and feasible, but lack justification in certain parts. The proposal demonstrates a fairly well thought-out approach to campaign implementation within the bounds of the budget and the timetable.	7
The proposed activities are not entirely well thought-out and the feasibility of the campaign is not persuasive.	3
The proposed activities are not well thought-out in relation to the campaign objectives, and are not feasible given the timetable and the available budget.	0

A tenderer may receive a maximum of **50 points** under this criterion.

A higher number of points under individual criteria may be awarded to proposals that are more clearly justified and more logically structured, and that more persuasively demonstrate the feasibility of the proposed activities.

Documentary evidence:

- *Creative concept*

Method of providing proof:

The tenderer shall enclose its own Creative Concept with the tender. That Creative Concept shall cover all the above-mentioned starting points for the evaluation.

Notice for tenderers regarding the submission of a tender with Creative Concept

Tenderers shall submit their Creative Concept in non-electronic form in a SEPARATE ENVELOPE bearing only the tenderer's code (which the tenderer generates itself). The envelope containing the Creative Concept must not indicate which tenderer it belongs to. Tenderers shall submit another separate envelope containing Annex 12 (which discloses which code number on the envelope containing the Creative Concept belongs to which tenderer). The contracting authority shall open this envelope after reviewing and evaluating the tender.

If a tenderer does not submit their Creative Concept in a separate envelope but in manner that shows who it belongs to, that tenderer will receive 0 points under Criterion 2, as the contracting authority will assume that it is not offering a proposal.

3. CRITERION 3 (C3): Campaign implementation timetable = 10 points

Tenderers shall submit in their tenders a **campaign implementation timetable** that must be presented as a timetable in tabular form (e.g. as a table or Gantt diagram).

The timetable shall include at least the following **obligatory project phases**:

1. Finalisation of the communications strategy following agreement with the contracting authority.
2. Collection of background information on the impacts of the Erasmus+ programme to serve as the basis for the key messages of the campaign, and coordination with the consortium of national agencies.
3. Finalisation of the communication messages, the activities and the set of channels, including the preparation of a contingency plan.
4. Implementation of Phase 1 of the campaign.
5. Implementation of **Phase 2 of the campaign**.
6. Monitoring of the results of the campaign.
7. Drafting of a final report.

The contracting authority shall evaluate the timetable with reference to the **inclusion of the required project phases** and the **clarity of the distribution of activities in terms of time**.

Scoring

Timetable element	Points
Timetable includes all the required project phases (7 phases)	2
Timetable is set sensibly and is feasible in practice. Activities follow on from each other logically and complement each other from the time-related aspect as well.	4
Timetable includes a clear distribution of activities in terms of time (start and duration of individual phases).	2
Timetable includes the key campaign milestones (e.g. start of campaign, implementation of phases, completion of campaign).	2
Total	10

If the timetable **does not contain the individual required phases**, points shall not be awarded for this element.

If the tenderer **does not submit a timetable**, it shall receive **0 points** under this criterion.

Documentary evidence:

The tenderer shall submit a **campaign implementation timetable** showing:

- the phases of the project;
- the duration of individual phases;
- the key project milestones.

4. CRITERION 4 (C4): Additional relevant experience of personnel – 30 points

Within the scope of this criterion, the contracting authority shall evaluate the additional experience of the proposed key professionals, i.e. experience over and above the minimum requirements laid down under the criteria relating to personnel.

For the purposes of this criterion, a comparable project shall be a project or communications campaign as defined under the criteria relating to personnel in which a professional participated in the preparation, management or implementation of communication activities.

Points shall be awarded for additional references of key professionals that exceed the minimum requirements under the conditions.

The maximum possible number of points for this criterion is 30.

- **C4.1 Project manager – additional references (max 10 points)**

Minimum condition:

The project manager must be able to demonstrate participation in at least two (2) comparable projects.

Scoring (additional references above the minimum condition)

Number of additional comparable projects	Points
1 (one) additional project	3
2 (two) additional projects	6
3 (three) or more additional projects	10

- **C4.2 Strategic communications/EU public affairs professional – additional EU references (max 8 points)**

Minimum condition:

Must be able to demonstrate participation in at least one (1) project that involved communication with EU institutions or European stakeholders.

Scoring:

Number of additional EU or international projects	Points
One (1) additional project	3
Two (2) additional projects	6
Three (3) or more additional projects	8

A project in which the communication activities were focused on the following shall be regarded as an EU or international project:

- EU institutions;
- European organisations;
- international stakeholders; or
- the public in at least three (3) countries.

• **C4.3 Media and PR professional – additional media campaigns (max 6 points)**

Minimum condition:

Must be able to demonstrate participation in at least one (1) media campaign or PR strategy.

Scoring:

Number of additional media campaigns	Points
One (1) additional campaign	2
Two (2) additional campaigns	4
Three (3) or more additional campaigns	6

• **C4.4. Digital communications professional – additional digital campaigns (max 6 points)**

Minimum condition:

Must be able to demonstrate participation in at least one (1) digital campaign.

Scoring:

Number of additional digital campaigns	Points
One (1) additional campaign	2
Two (2) additional campaigns	4
Three (3) or more additional campaigns	6

FINAL INTERVIEW OR PERSONAL PRESENTATION

The tenderer that submits the most economically advantageous tender based on the selection criteria will be invited to a final interview before the decision to award the public contract is made. At the final interview, the tenderer and its declared personnel shall give a presentation and defend its Creative Concept before a commission. The contracting authority shall communicate the date of the personal presentations (whether in person or online) and coordinate with potential providers subsequently upon completion of the evaluation of the entire tender.

If it becomes apparent at the final interview that the tenderer and its declared personnel are unable to demonstrate an understanding and knowledge of the field covered by the public contract, or the key steps and methods of implementation, the innovative approaches proposed and the achievement of the objectives that must be achieved by the Creative Concept, the commission shall re-score the tenders under Criterion 2. If the reallocation of points under Criterion 2 changes the ranking, the contracting authority shall invite the new successful tenderer to the final interview.

The commission shall evaluate the tenderer's knowledge and presentations by asking for brief answers on topics covered by the public contract.

The tenderer that receives the highest number of points (C1 + C2 + C3 + C4) shall be selected.

Sub-criterion

If two tenderers receive the same total number of points, the tenderer that received the higher number of points under the **Creative Concept criterion (C2)** shall be selected.

14. TENDER

14.1. Elements of tender

Every tender must contain the following documents and documentary evidence:

Item no	DOCUMENTS SUBMITTED BY THE DEADLINE FOR THE RECEIPT OF TENDERS
1.	<p>Tender (Annex 1) in accordance with the conditions of the public invitation to tender and this dossier.</p> <p>The tender form in Annex 1 must be completed in full and electronically signed by the tenderer's statutory representative or an authorised person (in which case, that person's authorisation must be enclosed with the tender), or signed by hand and scanned.</p> <p>The tenderer shall upload the completed "Tender (Annex 1)" form in pdf format to the "Pro forma invoice" section of the e-JN information system, which shall be accessible at the public opening of tenders.</p>
2.	<p>Information on the tenderer and other economic operators (Annex 2).</p> <p>Annex 2 must be completed in full and electronically signed by the tenderer's statutory representative or an authorised person (in which case, that person's authorisation must be enclosed with the tender). A tenderer may submit that annex in electronic form and signed with an electronic signature, or as a signed or scanned document.</p> <p>The tenderer uploads the document in the "Other documents" section of the e-JN information system.</p>

3.	<p>If the tenderer is using subcontractors, it should submit a completed Part A of Annex 3 (Information on participation of subcontractors). If the tenderer is not using subcontractors, it should submit a completed Part B of Annex 3 (Information on participation of subcontractors).</p> <p>Annex 3 must be completed in full and electronically signed by the tenderer's statutory representative or an authorised person (in which case, that person's authorisation must be enclosed with the tender). A tenderer may submit that annex in electronic form and signed with an electronic signature, or as a signed or scanned document.</p> <p>The tenderer uploads the document in the "Other documents" section of the e-JN information system.</p>
4.	<p>Subcontractor's declaration (Annex 4) for every subcontractor used.</p> <p>Annex 4 must be completed in full and electronically signed by the subcontractor's statutory representative. A tenderer may submit that annex in electronic form and signed with an electronic signature, or as a signed or scanned document.</p> <p>The tenderer uploads the document in the "Other documents" section of the e-JN information system.</p>
5.	<p>ESPD (Annex 5) for every economic operator participating in the public procurement procedure (whether as a tenderer, partner in a joint tender or subcontractor).</p> <p>The ESPD must be completed in full and electronically signed and submitted in electronic form, or with an electronic or scanned handwritten signature.</p>
6.	<p>List of the tenderer's reference projects in Annex 6</p> <p>Annex 6 must be completed in full and electronically signed by the statutory representative or an authorised person (in which case, that person's authorisation must be enclosed with the tender). A tenderer may submit that annex in electronic form and signed with an electronic signature, or as a signed or scanned document.</p> <p>The tenderer uploads the document in the "Other documents" section of the e-JN information system.</p>
7.	<p>A Certificate of the satisfactory execution of works issued by a reference ordering party (which must be the final ordering party of the reference project) for every reference declared in Annex 7.</p> <p>Annex 7 must be completed in full and electronically signed by the reference ordering party. A tenderer may submit that annex in electronic form and signed with an electronic signature, or as a signed or scanned document.</p> <p>The tenderer uploads the document in the "Other documents" section of the e-JN information system.</p>

8.	<p>List of declared professionals in Annex 8.</p> <p>Annex 8 must be completed in full and electronically signed by the statutory representative or an authorised person (in which case, that person's authorisation must be enclosed with the tender). A tenderer may submit that annex in electronic form and signed with an electronic signature, or as a signed or scanned document.</p> <p>The tenderer uploads the document in the "Other documents" section of the e-JN information system.</p>
9.	<p>Tenderer's declaration in Annex 9.</p> <p>Annex 9 must be completed in full and electronically signed by the statutory representative or by an authorised person (in which case, that person's authorisation must be enclosed with the tender). A tenderer may submit that annex in electronic form and signed with an electronic signature, or as a signed or scanned document.</p> <p>The tenderer uploads the document in the "Other documents" section of the e-JN information system.</p>
10.	<p>Declaration on the presentation of a performance bond in Annex 10.</p> <p>Annex 10 must be completed in full and electronically signed by the statutory representative. A tenderer may submit that annex in electronic form and signed with an electronic signature, or as a signed or scanned document.</p> <p>The tenderer uploads the document in the "Other documents" section of the e-JN information system.</p>
11.	<p>Specimen agreement on the execution of the public contract (Annex 11)</p> <p>The tender form in Annex 11 must be completed in those parts completed by the tenderer, and electronically signed by the tenderer's statutory representative or an authorised person (in which case, that person's authorisation must be enclosed with the tender), or signed by hand and scanned.</p> <p>The tenderer uploads the document in the "Other documents" section of the e-JN information system.</p>
12.	<p>Creative concept</p> <p>Tenderers shall submit their Creative Concept in non-electronic form in a SEPARATE ENVELOPE bearing only the tenderer's code (which the tenderer generates itself). The envelope containing the Creative Concept must not indicate which tenderer it belongs to. Tenderers shall submit another separate envelope containing Annex 12 (which discloses which code number on the envelope containing the Creative Concept belongs</p>

	to which tenderer). The contracting authority shall open this envelope after reviewing and evaluating the tender.
13.	<p>Tenderer's declaration (Annex 12)</p> <p>Annex 12 must be completed and electronically signed by the tenderer's statutory representative or an authorised person (in which case, that person's authorisation must be enclosed with the tender), or signed by hand and scanned.</p> <p>The tenderer uploads the document in the "Other documents" section of the e-JN information system.</p>
14.	<p>Declaration on the disclosure of the code number on the envelope containing the Creative Concept (Annex 13)</p>

14.2. Validity of tender

The tender must be valid for at least four (4) months from the day this public procurement order is published on the public procurement portal. If the tender has a shorter period of validity, it shall be excluded from further consideration in the public procurement procedure.

The contracting authority may require tenderers to extend the validity of tenders for a specific additional period. Any request from the contracting authority for extension of validity and responses of tenderers must be made in writing in the same manner as required for corrections to documents or clarifications on public procurement documents.

14.3. Information on founders

The successful tenderer shall, at the contracting authority's request and during the public procurement procedure or the implementation of the public contract, furnish information on the following:

- its founders, partners (including silent partners), shareholders, limited partners or other owners, and information on their respective ownership shares; and
- those economic operators regarded as associated companies under the provisions of the Companies Act (ZGD-1).

14.4. Signing of tender documents

A tender must be signed in the required places by the tenderer's statutory representative or by a person with written authorisation from the statutory representative to sign it. In this case, the authorisation to sign the tender must be enclosed with the tender (the authorisation shall be drafted by the tenderer itself). If there are several statutory representatives, the signature of one shall suffice.

In the case of a standalone tenderer: if the person signing the tender documents is not a statutory representative of the tenderer, the tenderer shall enclose a document by which its statutory representative authorises that person to sign the tender documents.

In the case of a tenderer in a joint tender: if the persons signing the tender documents are not statutory representatives of the tenderers in the joint tender, the tenderer shall enclose a document by which the tenderers' statutory representatives authorise those persons to sign the tender documents. Authorisations

must be enclosed for the signatories of the lead tenderer as well as for the signatories of the other tenderers in the joint tender.

15. COMPLETION OF THE PUBLIC PROCUREMENT PROCEDURE

15.1. Suspension of procedure

The contracting authority may halt the public procurement procedure at any time prior to the deadline for the submission of tenders by publishing, per Article 60 ZJN-3, a notice of supplementary information, information on an incomplete procedure or a correction, thereby halting the public procurement procedure on the basis of Article 90 ZJN-3.

15.2. Decision to award the public contract

After completion of the review and evaluation of the tenders, the contracting authority shall notify each tenderer of the decision taken in relation to the awarding of the public contract by publishing the decision on the public procurement portal.

15.3. Rejection of all tenders

Under Article 90(5) ZJN-3, the contracting authority may reject all tenders at any stage of the procedure after the expiry of the deadline for the opening of tenders. In such a case, the contracting authority shall notify the tenderers of the reasons for its decision and whether it will be commencing a new procedure.

15.4. Modification of decision

Pursuant to Article 90(6) ZJN-3, the contracting authority may, on its own initiative and until the decision on the awarding of the public contract is final, amend its decision or adopt a new decision replacing the previous decision in order to eliminate illegalities after having established the grounds for doing so. The contracting authority shall notify the tenderers if it changes its decision on the awarding of the public contract.

15.5. Legal finality of decision to award the public contract

A decision on the awarding of a public contract shall become final on the day on which legal protection against it can no longer be requested.

15.6. Withdrawal from the execution of a public contract

Once the contract award decision has become final, the contracting authority may, pursuant to Article 90(8) ZJN-3, withdraw from the tender process before signing the agreement or framework agreement on the execution of the public contract on the grounds that it no longer needs or has funds for the subject of procurement or that it has reasonable cause to suspect that the contents of the agreement or framework agreement were or could be a result of a criminal offence, or that other extraordinary and unforeseeable circumstances beyond its control have arisen that have rendered the execution of the public contract impossible.

If the contracting authority withdraws from the execution of the public contract and does not conclude an agreement on the execution of the public contract or a framework agreement with the selected contractor, the contracting authority shall notify tenderers of its decision and its reasons for withdrawal from the execution of the public contract in writing.

16. CONCLUSION OF THE AGREEMENT

After the decision awarding the public contract becomes final, the successful tenderer shall be invited to sign the agreement on the execution of the public contract. If the tenderer does not respond to the invitation to sign the agreement within five (5) days of the day it receives the invitation, it shall be deemed to have withdrawn its intention to sign the agreement.

In such a case, the contracting authority shall require the tenderer to reimburse it for any additional damage it has incurred as a result of the tenderer's conduct, and may also make use of the legal options it has under the Public Procurement Act (ZJN-3).

The contractor shall present a performance bond no later than by the time it signs the agreement. If it fails to do so, the agreement shall not take effect and the contractor shall, under the provisions of the public procurement documentation, be liable to the contracting authority for all damages that the latter incurs, even up to the amount of the full value of the services and goods.

17. LEGAL RECOURSE

Under the Legal Protection in Public Procurement Procedures Act (ZPVPJN, Uradni list RS, No 43/2011 and other amendments), a request for legal protection in public procurement procedures may be submitted at all stages of a public procurement procedure against any conduct on the part of the contracting authority that constitutes a breach of regulations or that significantly affects or could significantly affect the awarding of the public contract, unless the act governing public procurement or the ZPVPJN provide otherwise. If the contracting authority's conduct has endangered or could endanger the public interest, a request for review may also be filed by the ministry responsible for finance, the Court of Audit of the Republic of Slovenia, the authority responsible for competition protection and the authority responsible for preventing corruption.

Prior to the submission of tenders, the deadline for the filing of a request for review is ten (10) business days from the day a notice of supplementary information, information on incomplete procedure or correction is published, if this notice has the effect of changing or supplementing requirements or the selection criteria for the most advantageous tenderer from the public procurement documentation or a previously published notice.

A request for legal protection that relates to the content of the contract notice, the invitation to tender or the public procurement documentation shall not be admissible if the applicant or any other tenderer could have drawn attention to the breach in question via the public procurement portal, but failed to take the opportunity to do so. The applicant or any other tenderer shall be deemed to have been able to draw attention to the breach in question via the public procurement portal if during the public procurement procedure the announcement of the order based on which tenderers submit tenders was published on the public procurement portal. If the person that filed the request for review failed to previously draw the contracting authority's attention to the breach in question, or another tenderer with whom the aforementioned person was or should have been acquainted via the public procurement portal failed to do so, the person shall be considered not to have demonstrated an interest in the awarding of this public contract.

Reasoning must be enclosed with every request for review. Requests for review must be filed electronically via the eReview (eRevizija) system.

In the request for review, the applicant must provide the following details: the name and address of the applicant and the contact person, the name of the contracting authority, the designation of the public contract or the decision on the awarding of the public contract or recognition of capacity, the subject-matter of the public contract, the alleged breaches, the facts and evidence supporting the allegation of a breach, an authorisation for representation if the applicant appears through proxies, a statement of whether the particular case of public procurement involves co-financing from European funds and which fund, and confirmation of payment of administrative fees to the ministry's account.

Applicants must enclose with a request for review confirmation that the fee referred to in Article 71 ZPVPJN, which amounts to €4,000, has been paid. The fee shall be paid into the account of the ministry responsible for public procurement, no 01100-1000358802 – Slovenian budget implementation, reference 11 16110-7111290-XXXXXXXXX. The last eight (8) numbers shall represent the publication reference number on the public procurement portal.

18. ANTI-CORRUPTION NOTICE

Any attempt by a tenderer to influence the contracting authority's deliberation of tenders or decision on selection shall result in the exclusion of that tenderer's tender. The same shall apply to any attempt to influence the work and decisions of the expert commission. During the public tender, the contracting authority and the tenderer may not initiate or undertake activities that could influence the selection of a specific tender in advance.

In the period from the selection of the tender to the entry into force of the agreement or framework agreement, the successful tenderer may not commence activities that could result in the agreement not entering into force or not being fulfilled.

If the procedure be halted, neither party may initiate or undertake procedures that could hinder the cancellation or amendment of the decision on the selection of a contractor, or that could affect the impartiality of the review commission.

Centre of the Republic of Slovenia for Mobility and European Educational and Training Programmes
Alenka Flander, Director



B) FORMS

TENDER FORM²

Pursuant to the public invitation to tender “**Communication Services for the Erasmus+ Impact Campaign (EU Level)**” published on the public procurement portal on _____ under public procurement order referenced JN _____, we are submitting a tender as follows below:

Tender number:	
Date:	

WE ARE SUBMITTING A TENDER (*tenderer shall indicate as appropriate which lot they are applying for and circle whether they are submitting a tender for that lot as a standalone tenderer/as part of a joint tender/with subcontractors*):

Standalone**As part of a joint tender*****With subcontractors***

**If the tenderer is submitting a tender as part of a joint tender or with subcontractors, they shall submit a completed “Information on the tenderer and other economic operators” form in Annex 2 for every partner or subcontractor (as well as for themselves).*

TENDERER³:

Name:	
Address:	
Company registration number:	
VAT identification number:	

PARTNER:

Name:	
Address:	

² The tenderer shall upload the completed “Tender (Annex 1)” form in pdf format to the “Pro forma invoice” section of the e-JN information system, which shall be accessible at the public opening of tenders, and upload the “Pro forma invoice” form in the “Other documents” section. In the event of discrepancies between the information in the “Tender (Annex 1)” form uploaded to the “Pro forma invoice” section and the complete pro forma invoice uploaded to the “Other documents” section, the information in the complete pro forma invoice uploaded to the “Other documents” section shall be deemed valid. The tenderer shall enter the total tender amount, net of tax, in euros and the amount of tax in euros in the dedicated fields under the “Total tender value” section in the e-JN system. The tenderer shall upload a file in Word, Excel or pdf format to the “Pro forma invoice” section. The “Total tender value” entered into the same section and the document uploaded as a pro forma invoice to the “Pro forma invoice” section will be displayed and made available at the public opening of tenders. In the event of discrepancies between the data indicated under the “Total tender value” section and in the document that was submitted to the “Pro-forma invoice” section, the data in the document submitted to the “Pro-forma invoice” section shall be deemed valid.

³ In the case of a joint tender, information on the lead partner shall be provided.

Company registration number:	
VAT identification number:	
Value of all works accepted as a percentage of the value of the tender net of VAT	

Value of tender:

Total tender price excl. VAT⁴	
22% VAT	
Total tender price incl. VAT	

1. The tender is valid for at least four (4) months from the day this public procurement order is published on the public procurement portal.
2. The per-unit price is fixed and set as a lump-sum for the fulfilment of contractual obligations and as an estimate with express guarantee (Article 643 of the Code of Obligations).
3. The price is fixed and may not be changed for the duration of the Agreement. The Contracting Authority shall therefore not permit the price to be changed by reason of a change in circumstances.

We agree that the contracting authority is not bound to accept any of the tenders it receives and that no costs arising from the production of the tender shall be refunded to tenderers in the event that the contracting authority declines to award the public contract.

PLACE	STAMP	TENDERER Name and signature of the statutory representative ⁵
DATE		

⁴ From the "Pro forma invoice" document, "Summary" tab.

⁵ If the person appending their electronic signature is not the tenderer's statutory representative or authorised signatory, they shall enclose a valid authorisation to sign. If they do not do so, the contracting authority shall request that the tenderer update that part of the tender.

INFORMATION ON THE TENDERER AND OTHER ECONOMIC OPERATORS⁶

Name of economic operator: _____

Address of economic operator: _____

Contact person: _____

Email address of contact person: _____

Tel: _____

Fax: _____

VAT ID: _____

Registration number of economic operator: _____

Bank account number: _____

ECONOMIC OPERATOR IS AN SME as defined by Commission Recommendation 2003/361/EC

YES	NO
-----	----

Person authorised to sign the tender and agreement/framework agreement: _____

PERSONS who serve as members of a management, executive or supervisory body of the economic operator or who have powers of representation, decision-making or supervision therein:*

	NAME, SURNAME, ADDRESS	Personal identification number (EMŠO)
1		
2		
3		
4		
5		

*If there are several such people, enclose the list of those persons separately for Annex 2.

ROLE IN THIS PUBLIC CONTRACT (circle as appropriate)**Tenderer****Partner in a joint tender****Subcontractor**

PLACE	STAMP	ECONOMIC OPERATOR
DATE		Name and signature of the statutory representative

⁶ To be submitted by the tenderer for themselves, for every partner in a joint tender and for every subcontractor.

TENDERER'S DECLARATION OF PARTICIPATION OF SUBCONTRACTORS

In relation to the public invitation to tender "Communication Services for the Erasmus+ Impact Campaign (EU Level)" published on the public procurement portal on _____ under public procurement order referenced JN _____,

(circle A or B as appropriate)

A. we declare that we are participating with subcontractors, and provide the values of their participation below:

SUBCONTRACTORS: NAME, FULL ADDRESS,	SCOPE AND TYPE OF WORKS BY SUBCONTRACTOR:	SUBJECT, QUANTITY AND VALUE OF EXECUTION OF WORKS BY SUBCONTRACTOR (IN € WITH ANY DISCOUNT INCLUDED):	SUBCONTRACT OR REQUESTING DIRECT PAYMENT (circle as appropriate)
			YES NO
			YES NO

We declare that:

- we will have agreements/framework agreements in place with subcontractors when the agreement/framework agreement is concluded with the contracting authority and for the duration of that agreement/framework agreement;
- we will perform works only with subcontractors that have been declared, and shall notify the contracting authority in good time of any changes to subcontractors;
- we will, if a subcontractor is requesting direct payment in the contract/framework agreement, authorise the competent authorities to pay that subcontractor directly on the basis of an invoice or statement approved by the lead contractor, and the subcontractor shall submit their consent serving as the basis for the claims against the contracting authority to be settled by the contracting authority instead of the tenderer, and shall enclose the subcontractor's invoice or statement, approved in advance by us, to our invoice or statement;
- if direct payments are not to be made to subcontractors, we will send the contracting authority a written declaration and a written declaration from all subcontractors that will not be paid directly by the contracting authority that they have received payment for the works performed,

services provided or goods delivered in direct relation to the subject of this public contract, and to do so not later than sixty (60) days from the day the final invoice or statement has been paid.

Note:

Tenderers should only complete this form if they are using a subcontractor. If the tenderer is using multiple subcontractors, this form shall be photocopied as appropriate.

B. We declare that we are not using a subcontractor.

We are apprised of the fact that if the tenderer does not declare all subcontractors, the contracting authority shall have the right to cancel the signed agreement by reason of default if it subsequently finds that the tenderer used subcontractors or used subcontractors not declared to the contracting authority despite the fact that a previous subcontractual relationship had already been in place by the time the tender was submitted. The contracting authority calls the tenderers' attention to the practice of the minor offences court and of the National Review Commission, which files charges to the competent court if a tenderer, upon submitting a tender, states that it does not tender with subcontractors, but declares subcontractors after entering into the agreement as the contractor. This constitutes the offence of providing a false statement under Article 112(1)(5) ZJN-3, which may lead to the sanction of exclusion of the tenderer from the public procurement procedure.

For this reason, tenderers should be aware that the contracting authority will verify any appointment of a new subcontractor by checking whether false statements have been provided, and take appropriate action should it transpire that an offence has taken place.

PLACE	STAMP	TENDERER Name and signature of the statutory representative
DATE		

SUBCONTRACTOR'S DECLARATION⁷

In relation to the public invitation to tender “Communication Services for the Erasmus+ Impact Campaign (EU Level)” published on the public procurement portal on _____ under public procurement order referenced JN _____,

we declare that:

- we will take part in executing this public contract if selected, as follows:

SCOPE AND TYPE OF WORKS BY SUBCONTRACTOR:	SUBJECT, QUANTITY AND VALUE OF EXECUTION OF WORKS BY SUBCONTRACTOR (IN € WITH ANY DISCOUNT INCLUDED):

- we are requesting/not requesting (circle as appropriate) that the contracting authority settle our claims directly;
- we are apprised of the fact that direct payment is not compulsory, but that the contracting authority is bound to pay a subcontractor directly only if the subcontractor so requests on time.

PLACE	STAMP	SUBCONTRACTOR Name and signature of the statutory representative
DATE		

⁷ Tenderers should only complete this form if they are using a subcontractor.
In the case of multiple subcontractors, the form should be photocopied.

ESPD

The tenderer shall submit a completed and signed ESPD for every economic operator that is to take part in this public procurement procedure.

LIST OF REFERENCE PROJECTS

In relation to the public invitation to tender “Communication Services for the Erasmus+ Impact Campaign (EU Level)” published on the public procurement portal on _____ under public procurement order referenced _____,

the tenderer declares that it meets the following reference condition:

In the three (3) years prior to the deadline for the submission of tenders, the tenderer has successfully carried out at least two (2) communications projects or campaigns as part of which it provided strategic communication services or performed communication activities.

A project that involved the planning and implementation of organised communication activities for a contracting authority the aim of which was to inform, promote or influence the public or stakeholders shall be regarded as an acceptable communications project or campaign.

The project is required to have included at least one (1) of the following activities:

- *the preparation of a communications or PR strategy;*
- *the planning and implementation of a communications campaign;*
- *the handling of relations with the media (e.g. preparation of press releases, media communications, organisation of media events);*
- *the planning and implementation of a media campaign (including the buying or management of media space);*
- *communications aimed at a wider international or European audience.*

All reference projects are required to have been carried out for or in connection with the EU or international environment, where a reference shall be regarded as acceptable if it meets at least one (1) of the conditions set out below:

- *the project was carried out for a European Union institution or body;*
- *the project was carried out for an international organisation (e.g. EU institution, EU agency, the United Nations, OECD, the Council of Europe or another comparable international organisation);*
- *the project was aimed at an audience at EU level or that of multiple countries, meaning that the communication activities were directed towards the public, stakeholders or the media in at least three (3) countries or at European level.*

The value of a reference project must be at least €50,000 (net of VAT).

The contract value of the communication activities performed by the tenderer shall be taken as the value of the reference.

Only completed projects shall be regarded as suitable references.

A project shall be regarded as having been completed if the tenderer's contractual obligations towards the contracting authority have been discharged in full and the contracting authority has accepted the project or confirmed its completion (e.g. with a final report, confirmed acceptance of services or another comparable document). Projects that are still under way shall not be considered as references.

with the following reference projects:

Item no	Reference ordering party (e.g. investor)	Value of reference project (in € net of VAT)	Name of reference project	Date of completion of transaction
1.				
2.				
3.				

PLACE	STAMP	TENDERER Name and signature of the statutory representative
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Under conditions of criminal and material liability, we declare that _____ performed _____ under _____ agreement no _____ dated _____ to a value of € _____ between _____ and _____.
(month) (year) (month) (year)

Tel:

- References will only be considered for assessment purposes when written on this form and confirmed by the relevant ordering party, or on a certificate that contains all the information referred to in this form.

PLACE DATE	STAMP	REFERENCE ORDERING PARTY/INVESTOR Name and signature
---------------	-------	--

LIST OF PROFESSIONALS DECLARED BY THE TENDERER

In relation to the public invitation to tender “Communication Services for the Erasmus+ Impact Campaign (EU Level)” published on the public procurement portal on _____ under public procurement order referenced JN _____,

we declare that:

we will provide a **team of professional experts with the relevant experience in the fields of communications, public relations and communications with the EU or the international environment** for the purposes of the execution of this public contract and for its full duration.

1. INFORMATION ON PERSONNEL

Name of professional:

Proposed function in the project (mark as appropriate):

- ☐ Project manager
- ☐ Strategic communications /EU public affairs professional
- ☐ Media and PR professional
- ☐ Digital communications professional

Employment relationship with tenderer:

- ☐ Employed by the tenderer
- ☐ Contractual cooperation
- ☐ Other: _____

2. EDUCATION

Title of qualification:

Level of qualification:

Educational institution:

Year of completion of education:

3. WORK EXPERIENCE

Total number of years of work experience in the fields of communications/PR/public affairs/digital communications:

_____ years

Period of work experience (from–to):

Brief description of relevant work experience:

4. PROFESSIONAL'S REFERENCES

Enter the projects on which the professional had a role relevant to the subject of this public contract.

Name of project	Ordering party	Period of performance	Professional's role	Description of communication activities

5. ADDITIONAL EXPERIENCE IN RELATION TO FUNCTION

Only complete the part relating to the function proposed in this public contract.

A) Project manager

Number of projects in which the professional participated as project manager or head of communication activities:

Description of project management tasks (e.g. coordination of the team, activity planning, monitoring of project implementation, communication with the ordering party):

B) Strategic communications/EU public affairs professional

Number of projects that involved communicating with:

EU institutions: _____

European stakeholders: _____

International audiences: _____

Description of activity:

C) Media and PR professional

Experience in the field of media relations (mark activities as appropriate):

☐ Drafting of press releases

- ☐ Communication with the press and editorial boards
- ☐ Organisation of media events or conferences
- ☐ Preparation of PR content or media plans

Description of media campaigns or PR activities carried out:

D) Digital communications professional

Experience in the field of digital communications (mark activities as appropriate):

- ☐ Planning of digital campaigns
- ☐ Management of social media
- ☐ Drafting of digital content
- ☐ Analysis of the reach and success of digital campaigns

Description of digital campaigns carried out:

The tenderer confirms that the above professional will take part in the execution of the public contract in the role stated and for the full duration of the agreement.

If a professional is not employed by the tenderer, the tenderer shall enclose the contract or other legally binding proof of cooperation showing that the professional will be available to execute the public contract.

PLACE	STAMP	TENDERER Name and signature of the statutory representative
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TENDERER'S DECLARATION

In relation to the public invitation to tender “Communication Services for the Erasmus+ Impact Campaign (EU Level)” published on the public procurement portal on _____ under public procurement order referenced _____/2026,

The tenderer declares that it accepts all the conditions laid down in the public procurement documentation in full, and that it is aware of the scope, complexity and deadlines for the provision of the services covered by this public contract.

The tenderer declares and undertakes as follows:

- that it is familiar with the subject of the public contract and has been apprised of the purpose, objectives and scope of the communications campaign, the target groups, the planned phases of implementation of the campaign, and all the contracting authority’s technical, organisational and other requirements as they relate to the provision of strategic communication services;
- that it has the appropriate professionals, knowledge, experience and organisational and human resource capacities required for the preparation and implementation of the communications strategy, communication activities and other services covered by this public contract to the required scope and quality and by the required deadlines;
- that it shall provide the services in a professional and high-quality manner and in accordance with the rules of the profession in the fields of communications, public relations, strategic communications and media activities;
- that when preparing and carrying out communication activities, it shall adhere to all the contracting authority’s requirements as laid down in the public procurement documentation, as well as the relevant political and institutional context of the European Union;
- that it shall ensure adequate coordination of all the activities of the project team and effective cooperation with the contracting authority and other relevant stakeholders, including national agencies and other partners taking part in the campaign;
- that it shall provide all services in a timely manner and in accordance with the timetable, and ensure adequate monitoring and reporting on the activity and the campaign results;
- that it shall ensure that all communication activities, contents and materials are prepared in a professional manner in accordance with the campaign objectives and in a manner corresponding to the target groups at EU level.

The tenderer confirms that all the information provided in the tender and the enclosed documents is true and accurate, and that it takes responsibility for its accuracy.

PLACE		ECONOMIC OPERATOR Name and signature of the statutory representative
DATE		

***TENDERER'S DECLARATION ON THE PRESENTATION OF A PERFORMANCE
GUARANTEE***

In relation to the public invitation to tender "Communication Services for the Erasmus+ Impact Campaign (EU Level)" published on the public procurement portal on _____ under public procurement order referenced JN _____,

we undertake to present an original bank bond as per the specimen below when we sign the agreement on execution of the public contract.

Place and date:

Tenderer:

Stamp and signature:

PERFORMANCE BOND No _____

Header with guarantor's details (insurer/bank) or SWIFT key

For: Centre of the Republic of Slovenia for Mobility and European Educational and Training Programmes, Ob železnici 30A, Ljubljana, for a public procurement order titled "Communication Services for the Erasmus+ Impact Campaign (EU Level)"

Date: (enter date of issue)

TYPE OF GUARANTEE: (enter tender guarantee: suretyship/bank guarantee)

NUMBER: (enter number of bond)

GUARANTOR: (enter name and address of insurer/bank at place of issue)

ORDERING PARTY: (enter name and address of ordering party of bond. i.e. tenderer selected in public procurement procedure)

BENEFICIARY: Centre of the Republic of Slovenia for Mobility and European Educational and Training Programmes, Ob železnici 30A, 1000 Ljubljana (enter name of the ordering party of the public procurement order)

UNDERLYING RELATIONSHIP: ordering party's obligation in respect of agreement number _____ dated _____ (enter number and date of agreement on the execution of the public contract concluded on the basis of procedure referenced XXXXXX) for _____ (enter subject of public procurement order)

AMOUNT IN €: 10% of the estimated contractual amount in € (inclusive of VAT), which amounts to _____ (enter the highest amount in numbers and words, and the currency) payable within five business days of the day of receipt of the demand in accordance with Article 20 URDG from 2010

DOCUMENTS THAT MUST BE ENCLOSED (IN ADDITION TO THE DECLARATION) WITH A DEMAND FOR PAYMENT AND THAT ARE EXPLICITLY REQUIRED IN THE TEXT BELOW:
(none/indicate the document)

LANGUAGE OF THE REQUIRED DOCUMENTS: Slovenian

FORM OF PRESENTATION: in paper form by registered post or any other form of express mail or electronic format through the SWIFT system to address (enter guarantor's SWIFT address)

PLACE OF PRESENTATION: any branch office of the guarantor in Slovenia

DATE OF VALIDITY: _____ (enter the expiry date of the bond – thirty (30) days after the expiry of the agreement)

PARTY OBLIGED TO PAY COSTS: (enter name and address of ordering party of bond, i.e. tenderer selected in the public procurement procedure)

As the guarantor, we hereby irrevocably undertake to pay the beneficiary, on first written demand and regardless of any objection from the ordering party of the bond, any amount up to the guarantee amount upon presentation of a demand for payment from the beneficiary, in the form of presentation indicated above, signed by the authorised signatory or signatories, and in any event together with the beneficiary's declaration, whether in the demand itself or in a separate signed document accompanying or identifying the demand for payment, in which it is stated that the ordering party of the bond is in breach of its obligations under the underlying transaction.

The declaration referred to in Article 15(a) and (b) URDG is not required.

Any demand for payment under this bond must be received by us on or before the expiry date of the bond at the place of presentation stated above.

Any disputes related to this insurance shall be resolved by the court having actual jurisdiction at the ordering party's place of establishment under Slovenian law.

This bond is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 revision, ICC Publication No 758.

Guarantor
(stamp and signature)

DRAFT AGREEMENT**CONTRACTING AUTHORITY**

Name and address:	Centre of the Republic of Slovenia for Mobility and European Educational and Training Programmes Ob železnici 30A 1000 Ljubljana
represented by:	Alenka Flander, Director
Company registration number:	1833006000
VAT identification number:	SI 33171629
Bank account:	_____

(hereinafter: the Contracting Authority)

and

CONTRACTOR

Name and address:	
represented by:	
Company registration number:	
VAT identification number:	
Bank account:	

(hereinafter: the Contractor)

hereby conclude the following

AGREEMENT**on the execution of the public contract****“Communication Services for the Erasmus+ Impact Campaign (EU Level)”****No _____****I. WHEREAS****Article 1**

Pursuant to the public invitation to tender for the public procurement order “Communication Services for the Erasmus+ Impact Campaign (EU Level)” published on the public procurement portal on _____, publication referenced _____, the Contractor under this Agreement has been selected as the most advantageous tenderer by a decision awarding the public contract dated _____. For this reason, by this Agreement the Contracting Authority orders and the Contractor accepts “Communication Services for the Erasmus+ Impact Campaign (EU Level)” for performance.

The decision awarding the public contract became final on _____.

The public procurement documentation and the Contractor's tender referenced _____ and dated _____, including the Contractor's contractual pro forma invoice, are integral components of this Agreement such that the requirements, terms and conditions of the tender dossier that are not explicitly referenced in this Agreement are also integral components of this Agreement.

In the event of a discrepancy between this Agreement, the tender dossier and the tender, the provisions of this Agreement shall apply, followed by the provisions of the tender dossier and then by the tender, unless this Agreement explicitly provides otherwise.

II. SUBJECT OF AGREEMENT

Article 2

The subject of this Agreement is the preparation and implementation of a communications campaign at European Union level aimed at strengthening the profile and understanding of the impact of the Erasmus+ programme as a strategic instrument of the European Union in the areas of education, training, youth and sport.

By concluding this Agreement, the Contractor undertakes to prepare and implement a communications campaign for the Contracting Authority that focuses on the following in particular:

- strengthening the profile of the long-term social, economic and educational impact of the Erasmus+ programme;
- increasing the visibility of the results of the Erasmus+ programme among European Union institutions, stakeholders and the media;
- supporting discussions on the future development of the Erasmus+ programme and the preparation of a new programming period.

The communications campaign will focus on the following thematic areas in particular:

- Talent Development & Employability;
- Democracy & EU Values;
- Inclusion & Accessibility.
- Within the scope of this Agreement, the Contractor shall perform the following tasks in particular:
 - prepare a communications strategy and a creative concept for the campaign;
 - prepare a communications plan with a definition of the target groups, key messages, communication channels and activities;
 - prepare communications content and materials for different communication channels;
 - engage with the media and carry out other PR activities;
 - plan and implement digital communication activities;
 - plan and implement media buying;
 - coordinate and manage the communications campaign;
 - collaborate with the Contracting Authority, other national agencies and other relevant stakeholders;
 - monitor the results of the campaign and prepare a report on the performance indicators (KPIs) achieved;
 - prepare a final report on campaign implementation.

The communications campaign shall be carried out in a phased manner, with at least the following planned:

- first phase of the campaign, provisionally in the period leading up to the summer;
- second phase of the campaign, provisionally in the autumn.

The Contractor shall provide all services in a professional and timely manner and in accordance with the public procurement documentation, the Contractor's tender, the Brief for Communication Agency Tender and the Contracting Authority's instructions.

A more detailed description of the activities, the scope of the services and the expected results is given in the public procurement documentation, the Brief for Communication Agency Tender and the Contractor's tender, all of which are integral components of this Agreement.

Article 3

The Contractor undertakes to ensure that the work accepted under this Agreement shall be performed by the professionals named in the tender. If this is not possible for objective reasons, the work may be performed by professionals who meet all the Contracting Authority's personnel and other requirements as set out in the tender dossier. If the Contractor proposes that a member of its professional personnel be replaced and submits proof of a replacement professional's compliance with the conditions, the Contracting Authority shall check the suitability of the replacement professional proposed and decide whether to approve them.

Article 4

The Contractor undertakes to work with the Contracting Authority for the full duration of provision of the services under this Agreement.

III. DEADLINE FOR COMPLETION

Article 5

The Contractor undertakes to provide all the services covered by this Agreement in accordance with the campaign implementation timetable, which is an integral component of the Contractor's tender and this Agreement.

The Contractor undertakes to commence fulfilment of its contractual obligations the day after it signs this Agreement, and to ensure that all services are provided in a timely manner, professionally and in compliance with the Contracting Authority's requirements.

The communications campaign shall be carried out in a phased manner, with at least the following planned:

- the preparatory phase, which includes the preparation of a communications strategy, a creative concept and a communication activities plan;
- the first phase of the campaign, provisionally in the period leading up to the summer;
- second phase of the campaign, provisionally in the autumn;
- the preparation of a final report on campaign implementation and the performance indicators (KPIs) achieved.

The Contractor shall submit to the Contracting Authority a final report on the activities performed and the campaign results achieved no later than **three (3) months after completion of the campaign**.

The Contractor shall work with the Contracting Authority as a matter of course during fulfilment of the contractual obligations, and keep it informed of the progress of the campaign. If circumstances arise that could affect its fulfilment of the contractual obligations in terms of content or timetable, the Contractor shall notify the Contracting Authority of this in writing and without delay.

If the Contractor finds that the deadline for implementation of individual phases of the campaign or the fulfilment of individual contractual obligations could be jeopardised, it shall notify the Contracting Authority of this without delay, and take all steps necessary to ensure the timely performance of the contractual obligations.

In such a case, the Contracting Authority shall have the right to require the Contractor to take additional organisational or operational steps in order to accelerate the fulfilment of its contractual obligations. Those steps shall be taken by the Contractor at its own expense.

Article 6

If the Contractor is behind schedule in implementing individual phases of the campaign or fulfilling other contractual obligations according to the agreed timetable or the deadlines set in this Agreement or as agreed with the Contracting Authority, it shall notify the Contracting Authority of this in writing and without delay, and explain the reasons for the delay.

Without prejudice to the previous paragraph, the Contracting Authority shall have the right to redeem the performance bond and exercise other rights set out in this Agreement in the event of a delay on the Contractor's part.

IV. CONTRACT PRICE

Article 7

The price of services has been determined in tender no _____ dated _____, which is a compulsory annex to this Agreement, and amounts to:

Total tender value net of VAT:	
VAT _____ %:	
Total contract price inclusive of VAT	

The price has been determined as a lump sum for the fulfilment of all contractual obligations and is shown in the contract pro forma invoice, which is an integral component of the tender and this Agreement.

The contract price includes all costs required for the preparation and implementation of the communications campaign covered by this Agreement, including all activities, materials and services necessary for achievement of the campaign objectives.

The contract price includes the following in particular:

- the preparation of a communications strategy and a creative concept for the campaign;
- the planning and implementation of communication activities;
- the performance of PR activities and media relations;

- the preparation of communications content and materials;
- the implementation of digital communication activities;
- the preparation of content for different communication channels;
- collaboration and coordination with the Contracting Authority and other stakeholders;
- the organisation and coordination of communication activities;
- the purchase of media space where envisaged;
- any production of communications materials;
- the drafting of reports on the implementation of activities and the performance indicators achieved;
- the costs of the professional personnel, the organisation of work and coordination; and
- all other costs necessary for the provision of services in accordance with the public procurement documentation.

The price includes all costs associated with fulfilment of the Contractor's contractual obligations, including those that are not explicitly mentioned in this Agreement but are necessary to ensure the high-quality and timely implementation of the communications campaign or that stem from applicable regulations or the rules of the profession.

The contract price is fixed and may not be changed for the duration of the Agreement. The Contracting Authority shall therefore not permit the price to be changed by reason of a change in circumstances.

Regardless of the volume of the work, the costs of personnel, changes to the prices of services or other costs, the Contractor shall be entitled solely to the payment of the contract price as set in the tender.

In the event of a discrepancy between the information in the tender form and the tender pro forma invoice, the information in the tender pro forma invoice shall be regarded as valid.

V. INVOICING, PAYMENT, DEADLINES, COMPLAINTS AND CLAIMS

Article 8

The Contractor shall issue e-invoices ("e-računi") to the Contracting Authority in accordance with the law in force.

Payment for fulfilment of the contractual obligations shall be made in two instalments:

- the first instalment of fifty per cent (50%) of the contract value (inclusive of VAT), which the Contracting Authority shall pay pursuant to an invoice from the Contractor within thirty (30) days of the day the Agreement is signed, on condition that the Contractor has presented the Contracting Authority with a performance bond, if such is envisaged under this Agreement;
- the second instalment of fifty per cent (50%) of the contract value (inclusive of VAT), which the Contracting Authority shall pay pursuant to an invoice from the Contractor after completion of the campaign and approval of the services by the Contracting Authority.

The campaign shall be regarded as having been completed when the Contractor has carried out all the activities specified in this Agreement, the public procurement documentation and the Contractor's

tender, and submitted the final report on implementation of the communications campaign to the Contracting Authority.

The Contracting Authority shall review the final report and approve it or request that it be supplemented within fifteen (15) days of receiving it.

The Contractor must make reference to the following on the invoice:

- the number of the public procurement order;
- the number of the Agreement; and
- an indication of which payment instalment the invoice relates to.

Article 9

The Contracting Authority shall pay the Contractor pursuant to a correctly issued invoice within thirty (30) days of receiving the invoice. Payment shall be made to the Contractor's current account no _____ at _____, or to another current account agreed by the contracting parties in advance in writing.

The Contractor may state the current account to which the Contracting Authority is to make payment on the invoice.

If the deadline for payment falls on a non-working day, the Contracting Authority shall make the payment on the next business day.

The day on which the Contracting Authority sends the payment order shall be regarded as the day of payment.

Article 10

If the Contracting Authority finds that services have not been provided in accordance with this Agreement, the public procurement documentation or the rules of the profession, it may file a complaint.

If a complaint is filed, the Contracting Authority may suspend payment of an invoice, fully or in part, until the shortcomings have been remedied.

A complaint may be filed in any written way, for example:

- by email;
- by ordinary post;
- in minutes of a meeting or in another document.

The Contractor shall respond to a complaint in writing within three (3) business days of the day it received it, and begin remedying the established shortcomings within that time.

The Contractor shall remedy all established faults, defects or shortcomings without delay and at its own expense.

VI. SUBCONTRACTORS

Article 11

The Contractor shall be responsible for all of its workers and subcontractors' workers as for itself and, in all cases, shall be deemed to have met the individual obligations arising from this Agreement (or not to have met, i.e. breached) itself, irrespective of whether this is a consequence of its own conduct and/or that of its subcontractor.

The Contractor shall be responsible for the execution of works by its subcontractors and for the reasonable use of funds by subcontractors (in the case of direct payment) as if they had done those works or used those funds themselves. The Contracting Authority's approval of the subcontractors shall not affect the Contractor's obligation to perform the contractual works in a high-quality and timely manner and to use funds in a reasonable manner.

Article 12

Direct payments to subcontractors

The following subcontractors are requesting direct payment from the Contracting Authority:

Subcontractors (name, full address, company registration number, VAT identification number and bank account number, statutory representative)	Scope and type of services	Subject, quantity, value, place and deadline for provision of these services

The Contractor hereby authorises the Contracting Authority to make direct payments to the above subcontractors on the basis of an invoice or statement approved by the Contractor.

The Contractor undertakes to enclose the subcontractors' invoices or statements with its own statements. Every statement enclosed shall be deemed to have been approved by the Contractor.

VII. CONTRACTOR'S OBLIGATIONS

Article 13

The Contractor undertakes to provide services under this Agreement in accordance with the Agreement, the public procurement documentation, the tender as submitted and the rules of the profession in the fields of strategic communications, public relations and communication activities.

The Contractor undertakes to ensure that the professionals who are to provide services under this Agreement are suitably and professionally qualified, and that they have been apprised of the specific features of the project and the objectives of the communications campaign.

The Contractor undertakes to do the following in particular:

- familiarise itself with the subject of the public contract, its purpose, objectives and scope, and the Contracting Authority's requirements before submitting the tender and signing the Agreement;
- provide the services in a professional, high-quality and timely manner and in accordance with the applicable regulations and the rules of the profession in the fields of communications, public relations, digital communications and strategic communications;

- provide the services using the personnel that it listed in the tender, or other personnel that meet all the Contracting Authority's requirements under the public procurement documentation;
- pay due regard to the objectives of the campaign, the target groups and the relevant political and institutional context of the European Union when preparing and carrying out communication activities;
- ensure adequate coordination of the project team and effective cooperation with the Contracting Authority and other relevant stakeholders taking part in the campaign;
- submit all the necessary information, explanations and clarifications regarding the course of implementation of the communication activities upon request to the Contracting Authority and its authorised representatives, and to keep them regularly updated on the interim results of the campaign;
- notify the Contracting Authority without delay and in writing of all and any circumstances that could affect the fulfilment of its contractual obligations in terms of content or timetable;
- adhere to all the Contracting Authority's requirements in relation to the public procurement documentation, the tender as submitted and this Agreement;
- provide the Contracting Authority with all the information and assistance required for the purpose of reporting or drawing down project co-financing funds;
- send the Contracting Authority regular reports on the campaign activities performed and the results achieved, as per the Contracting Authority's requirements;
- ensure the separate keeping of records and archiving of documents connected with the execution of this Agreement, and permit the Contracting Authority or an authorised representative for the co-financing body to inspect documents connected with the execution of this Agreement.

The Contractor shall provide all services under this Agreement with due diligence, efficiency and responsibility, and in line with best professional practice.

In executing the Agreement, the Contractor shall act conscientiously, impartially and in accordance with the rules of code of conduct applicable to its activities, where it must exercise an appropriate level of discretion and ensure that data is sufficiently protected.

The Contractor shall take all necessary steps to prevent or rectify any situation that could jeopardise the impartial and objective execution of this Agreement. The Contractor shall notify the Contracting Authority, in writing and without delay, of any conflict of interest that could arise during the execution of this Agreement.

The Contractor shall provide the Contracting Authority, at the latter's request, with documentary evidence of the method and conditions of fulfilment of the contractual obligations. The Contracting Authority may conduct a review of documentation or make other checks necessary for the purpose of overseeing the execution of this Agreement.

If the Contracting Authority finds that services have not been provided in accordance with this Agreement, the public procurement documentation or the rules of the profession, the Contractor shall remedy the established shortcomings when requested to do so by the Contracting Authority, and shall do so at its own expense.

The Contractor shall assume all liabilities necessary for the correct and complete provision of services under this Agreement, including those that are not explicitly mentioned in this Agreement but derive from the nature of the services or from the public procurement documentation.

VIII. CONTRACTING AUTHORITY'S OBLIGATIONS

Article 14

The Contracting Authority undertakes to:

- cooperate with the Contractor in the fulfilment of the contractual obligations, and contribute to the timely implementation of individual phases of the communications campaign in accordance with the project timetable;
- send the Contractor, in good time, all the information, documents, guidelines and other information necessary for the preparation and implementation of communication activities;
- provide the Contractor with access to the relevant content, data and information on the Erasmus+ programme, or any other information necessary for the preparation of communications material and campaign activities;
- participate in the coordination of communication activities and, where necessary, facilitate cooperation with other stakeholders involved in the campaign (e.g. national agencies, partners or other relevant actors);
- review and approve, in a timely manner, proposals for communication activities, content or materials prepared by the Contractor, and send the Contractor comments or guidance thereon.

The Contracting Authority shall send its employees, representatives and authorised representatives all the instructions and information necessary for ensuring effective cooperation with the Contractor and the successful implementation of communication activities under this Agreement.

IX. ACCEPTANCE OF SERVICES

Article 15

The Contracting Authority undertakes to review the contractual obligations fulfilled within **three (3) days** of receipt of the Contractor's written notice of completion of those obligations or of an individual phase of the communications campaign and the request to review.

If the Contractor is behind schedule in sending the Contracting Authority the request to review the services provided and has no grounds for the delay, the Contracting Authority may itself set a date for the review and notify the Contractor thereof.

The contracting parties' authorised representatives shall compile a **record of the acceptance of services** following a review of the contractual obligations fulfilled, wherein the following matters shall be addressed:

- whether the services have been provided in accordance with the Agreement, the public procurement documentation, the tender as submitted or the rules of the profession;
- the date of commencement and completion of the fulfilment of the contractual obligations;
- the quality of the communication activities carried out and any comments thereon by the Contracting Authority;
- any contractual obligations that the Contractor is obliged to supplement, correct or redo, and the deadline for rectifying the shortcomings;
- any outstanding issues between the contracting parties in relation to the execution of this Agreement;
- whether the Contracting Authority is enforcing a contractual penalty;
- whether the contractual obligations are deemed to have been fulfilled and accepted.

Should the contracting parties find that the Contractor has met its contractual obligations and that no shortcomings, faults or defects were found during the review, the acceptance record shall state that the services were provided and accepted successfully.

Upon completion of the execution of the Agreement, the Contractor shall hand over to the Contracting Authority **all documentation relating to the implementation of the communications campaign**, in particular:

- reports on the communication activities carried out;
- the communications materials and content prepared within the scope of the campaign;
- analyses of the reach and success of the communications activities;
- a final report on campaign implementation and the performance indicators (KPIs) achieved;
- all other documents as required by the public procurement documentation or this Agreement.

If the Contractor does not submit all the required documentation during the acceptance procedure, the Contracting Authority may set a suitable deadline for its submission.

Should either contracting party refuse to participate in the acceptance procedure, sign the record of acceptance of the services or respond to a request from the other party, and have no grounds for so doing, that other party may carry out the acceptance procedure itself and draw up a unilateral acceptance record itself. In this case, the contracting party that carried out the acceptance procedure may not suffer any negative consequences from the other party's failure to participate.

Article 16

(final report and final acceptance of services)

The Contractor shall submit to the Contracting Authority a final report on the implementation of the communications campaign no later than three (3) months after completion of the campaign.

The final report shall contain the following in particular:

- a review of the communication activities carried out;
- a description of the communication channels and tools used;
- a breakdown of the communications content and materials prepared;
- an analysis of the reach of the communication activities;
- a breakdown of the performance indicators (KPIs) achieved;
- an assessment of the success of the campaign and recommendations for further communication activities.

The Contracting Authority shall review the final report, and may request further clarifications or additions to the report from the Contractor if it finds that the report is incomplete or does not contain all the required elements.

Should the Contracting Authority find shortcomings in the report or in the implementation of the communication activities, the Contractor shall supplement the report or remedy the established shortcomings at its own expense and by a deadline set by the Contracting Authority.

The Contractor shall be deemed to have definitively met its contractual obligations once the Contracting Authority has approved the final report on campaign implementation.

X. DAMAGE LIABILITY AND PENALTIES

Article 17

The Contractor shall be responsible for any damage sustained by the Contracting Authority or by third parties as a result of the incorrect, unprofessional or negligent provision of services under this Agreement.

The Contractor undertakes to provide the services in a manner that does not work to the detriment of the Contracting Authority, to its reputation or interests, or to third parties.

The Contractor shall be liable to reimburse the Contracting Authority for all and any damage that the latter sustains as a result of a breach of contractual obligations, and damage resulting from the following in particular:

- the incorrect or unprofessional implementation of communication activities;
- the infringement of copyrights or intellectual property rights;
- the use of content or materials without the appropriate rights of use;
- breaches of provisions or rules of the profession in the course of the implementation of communication activities.

Should the Contractor cause the Contracting Authority or third parties to sustain damage in the course of the execution of this Agreement, it shall rectify the damage or provide reimbursement within eight (8) days of the day it receives a written request from the Contracting Authority, unless the Contracting Authority sets a different suitable deadline.

Should the Contractor fail to rectify the damage or provide reimbursement by the deadline set, the Contracting Authority may redeem the performance bond and rectify the damage in another manner and at the Contractor's expense.

The Contracting Authority may enforce reimbursement for damage sustained under the general rules of damage liability regardless of any enforcement of a contractual penalty under this Agreement.

The Contractor warrants that it has made suitable copyright arrangements regarding all the photographs, videos, graphics and other materials used.

X. FINANCIAL COLLATERAL

Article 18

The Contractor shall submit financial collateral to the Contracting Authority as set out in the tender dossier, and to the scope and quality set out in the public procurement documentation.

If for any reason the Contracting Authority does not receive valid financial collateral from the Contractor, it shall be entitled to 10% of the withheld amount of the contract price, inclusive of VAT, until the Agreement expires. After that time, it shall be entitled to charge the withheld amount as a contractual penalty.

Article 19

Timetable of presentation of financial collateral

A performance bond in the amount of 10% of the total value of the contract, inclusive of VAT, shall be presented to the Contracting Authority no later than by the time this Agreement is signed.

The performance bond shall be valid for at least thirty (30) days beyond the expiry date of the Agreement.

Article 20

Redemption of the performance bond

The Contracting Authority may redeem the performance bond if the Contractor fails to meet its contractual obligations in accordance with this Agreement, the public procurement documentation or the tender as submitted, or if it fails to do so on time, in a professional manner or to the required standard of quality.

The Contracting Authority may also redeem the performance bond to cover the Contractor's past-due liabilities to subcontractors that are participating in the execution of the public contract if the Contractor does not settle those liabilities and the subcontractors demand direct payment from the Contracting Authority.

The Contracting Authority may also redeem the performance bond in the following cases:

In the amount of the claim that the contracting authority has against the contractor:

- if the Contractor is not providing the services to the agreed standard of quality or scope, by the agreed deadlines or in accordance with this Agreement, the public procurement documentation or the Contractor's tender,
- if the Contractor provides the services in an unprofessional manner or using personnel that do not meet the Contracting Authority's requirements,
- if the Contractor breaches its obligation to protect confidential data,
- if the Contractor fails to settle its liabilities towards subcontractors participating in the execution of the public contract,
- if the Contractor causes damage to the Contracting Authority that it fails to reimburse by a deadline set by the Contracting Authority;

b) In the full amount of the financial collateral:

- if the Contractor fails to extend the financial collateral even though the conditions for so doing have been met,
- if the contracting authority terminates the agreement by reason of a breach on the contractor's part,
- if the contracting authority terminates the agreement by reason of a delay in the fulfilment of contractual obligations on the contractor's part,
- if the Contractor withdraws from this Agreement through its own fault,
- if the Contractor uses subcontractors to execute the public contract that have not been declared or whose nomination the Contracting Authority has rejected,
- if the Contractor provides the Contracting Authority with misleading or false information, data or documents as a result of which it is forced to cancel or amend the public procurement order or suffers damage or other negative consequences,
- if the Contractor commits a serious breach of the provisions of this Agreement or the public procurement documentation.

XI. CONTRACTUAL PENALTIES

Article 21

Should the Contractor fail to meet its contractual obligations by the contractually agreed deadline or the deadlines determined by the timetable for implementation of the communications campaign, the Contractor shall pay the Contracting Authority a contractual penalty of two per cent (2%) of the value of the services that have not been provided, inclusive of VAT, for every day of delay, to a maximum of ten per cent (10%) of the value of the contract, inclusive of VAT.

Delays may be deemed to have taken place in relation to the following:

- the implementation of individual phases of the communications campaign;
- the implementation of the agreed communication activities;
- the delivery of communications content or materials;
- the delivery of reports on activities carried out;
- the delivery of a final report on campaign implementation.

If the Contracting Authority withdraws from the Agreement by reason of default on the Contractor's part, it may charge the Contractor a contractual penalty in the amount of twenty per cent (20%) of the value of the contract, inclusive of VAT.

The Contracting Authority may also charge a contractual penalty in other cases set out in this Agreement or the public procurement documentation.

The contracting parties agree that the right to charge a contractual penalty is not conditional on damage being incurred by the Contracting Authority. The Contracting Authority may, in addition to a contractual penalty, demand reimbursement for damage under the general rules of damage liability.

The Contracting Authority may redeem the performance bond for the repayment of the contractual penalty or for damages incurred. If the amount of the financial collateral does not suffice for the repayment of a contractual penalty or the damages incurred, the Contractor shall pay the Contracting Authority the difference up to the full amount of the liability.

The Contractor is aware that the project is co-funded by the European Union. If the Contracting Authority is unable to draw down co-financing funds as a result of a breach of contractual obligations by the Contractor, the Contractor shall reimburse the Contracting Authority for the damage caused, which may exceed the amount of the contractual penalty and also reach the value of the contract.

XII. AGREEMENT ADMINISTRATORS

Article 22

The following persons have been appointed as Agreement administrators:

For the Contractor: _____ (Tel: _____, Email: _____)

For the Contracting Authority: _____ (Tel: _____, Email: _____)

XIII. TRADE SECRECY

Article 23

The contracting parties undertake to protect as a trade secret all data, information and documents that they acquire in relation to the execution of this Agreement and labelled as confidential, or that, by its nature, constitutes a trade secret.

The contracting parties may use that data and information exclusively for the purpose of the execution of this Agreement and may not disclose it to third parties without the other party's consent, unless disclosure is necessary for execution of the Agreement or is required by law.

The Contractor shall ensure that its employees, associates, subcontractors and other persons taking part in the execution of the Agreement protect the Contracting Authority's trade secrets with the same level of diligence as the Contracting Authority itself.

The obligation to protect trade secrets shall apply for the duration of the Agreement as well as after its termination.

If the obligation to protect trade secrets is breached, the Contractor shall be liable to pay the Contracting Authority compensation for all and any direct damage that arises as a result of the breach.

The Contractor may only publicise its business relationship with the Contracting Authority or its participation in the project with the Contracting Authority's prior written consent.

XIV. PERSONAL DATA

Article 24

The contracting parties undertake to act in accordance with the applicable personal data protection law when executing this Agreement, particularly Regulation (EU) 2016/679 (General Data Protection Regulation, GDPR) and Slovenian legislation on personal data protection.

If the Contractor processes personal data for the Contracting Authority in the course of executing the Agreement, it may do so exclusively in the scope and for the purpose necessary for the fulfilment of its contractual obligations.

The Contractor undertakes to put in place the appropriate technical and organisational personal data protection measures, and to prevent unauthorised access, disclosure, loss or any other unauthorised processing of personal data.

The Contractor shall ensure that all persons that take part in the execution of the Agreement and have access to personal data are bound to safeguard the confidentiality of that data.

The Contractor may not transmit personal data to third parties without the Contracting Authority's prior written consent, unless when transmission is necessary for execution of the Agreement or is required by law.

After the Agreement is terminated, the Contractor shall return all personal data to the Contracting Authority or permanently erase it, unless the law provides otherwise.

XV. COPYRIGHT AND INTELLECTUAL PROPERTY

Article 25

All results of the services produced in the course of the execution of this Agreement, including all communications strategies, campaign concepts, analyses, texts, graphical solutions, visual materials, photographs, video content, digital content, presentations, reports and other materials (hereinafter: materials) shall become the Contracting Authority's property on the day they are accepted and paid for.

By signing this Agreement, the Contractor transfers to the Contracting Authority all material copyrights to materials created within the scope of the execution of this Agreement, without limitation in terms of time or territory.

The transfer of rights shall cover the Contracting Authority's right to the following in particular:

- use of materials;
- reproduction;
- distribution;
- public presentation;
- publication;
- the processing and adaptation of materials;
- the use of materials in the Contracting Authority's other communication or promotional activities.

The Contractor warrants that all materials prepared within the scope of this Agreement shall be original and that their use shall not encroach upon third-party rights. If claims are enforced by third parties as a result of an infringement of intellectual property rights, the Contractor shall reimburse the Contracting Authority for all damages incurred.

The Contractor may give the results of or participation in the project as a reference only with the Contracting Authority's prior written consent.

XVI. WITHDRAWAL FROM THE AGREEMENT

Article 26

The contracting parties agree that the Contracting Authority may withdraw from the Agreement in the following cases:

- if the Contractor fails to commence fulfilment of its contractual obligations even after being granted an additional period of time in which to do so by the Contracting Authority;
- if the Contractor does not provide the services with the personnel declared in the tender, or uses replacement personnel for which the Contracting Authority has not given its prior written consent;
- if the Contractor fails to provide the services in a professional manner, to a high standard of quality or in accordance with this Agreement, the public procurement documentation or its tender;
- if the Contractor fails to remedy established shortcomings in the implementation of communication activities or the fulfilment of other contractual obligations despite a written warning from the Contracting Authority;
- if the Contractor is significantly behind schedule in fulfilling its contractual obligations or with the implementation of individual phases of the communications campaign;
- if the Contractor breaches its obligation to protect confidential data or other essential provisions of this Agreement;
- if the Contractor uses subcontractors that have not been declared or whose nomination the Contracting Authority has rejected;
- if the Contractor ceases operating or is barred from performing activities pursuant to a judicial or other decision;
- if insolvency or other winding-up proceedings are initiated against the Contractor;
- in other cases set out in this Agreement or the public procurement documentation.

The Contractor may withdraw from this Agreement if:

- the Contracting Authority fails to provide data or information essential to allow it to meet its contractual obligations even after the original deadline has been extended;
- execution of the Agreement is no longer possible on account of objective circumstances over which the Contractor has no control;
- in other cases set out in the Slovenian Code of Obligations (Obligacijski zakonik).

A contracting party may withdraw from this Agreement after sending a prior written warning to the other party if that other party has not remedied a breach by a reasonable deadline or if the breach recurs despite a warning and it is possible to remedy the breach.

Withdrawal from the Agreement shall be made in writing and take effect from the day on which the other contracting party receives the written notice of withdrawal.

The Contracting Authority may also withdraw from the Agreement without prior warning if insolvency proceedings are initiated against the Contractor under the law governing financial operations, insolvency proceedings and compulsory winding-up proceedings.

Article 27

Withdrawal from the Agreement shall be made in writing and the reasons for the withdrawal stated.

After the validity of this Agreement comes to an end, the Contractor shall be entitled to payment for the services that have actually and correctly been provided up to the day of withdrawal and approved by the Contracting Authority in accordance with the provisions of this Agreement.

XVII. FINAL PROVISIONS

Article 28

The Contractor shall protect the Contracting Authority's good name and business reputation everywhere and at all times.

Article 29

Validity of the Agreement

This Agreement shall take effect on the day the suspensive condition of presentation of a performance bond is met, in accordance with the provisions of the public procurement documentation.

Article 30

Resolution of disputes

The contracting parties shall first attempt to resolve any disputes arising from this Agreement amicably and out of court. Should this not be possible and should either contracting party choose to enforce a claim against the other party arising from this Agreement before a court of law, the court covering the area in which the Contracting Authority is established shall be the court of subject-matter jurisdiction.

Article 31

Format of Agreement and number of copies

Amendments and additions to this Agreement shall be valid only if made in writing.

Article 32

This Agreement has been compiled and signed in two (2) counterparts, with each party thereto receiving one (1) copy.

This Agreement is concluded under the suspensive condition of the presentation of a performance bond that matches the specimen provided in the tender dossier.

Article 33

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

- if the Contracting Authority is informed that a court of law has found, by virtue of a final decision, that the Contractor/Supplier or a subcontractor violated labour, environmental or social legislation; or
 - if the Contracting Authority is informed that a responsible government authority has found that, during the execution of the Agreement, the Contractor/Supplier or a subcontractor committed at least two breaches in connection with:
 - o remuneration for work,
 - o working hours,
 - o rest periods,
 - o the performance of work under civil law contracts despite the existence of elements of employment, or
 - o undeclared employment,
- or where a fine for an offence has been imposed by virtue of a final decision or multiple final decisions.

The Contracting Authority shall notify the Contractor/Supplier within ten (10) days of becoming aware of the breach.

The Contractor/Supplier may, by a deadline set by the Contracting Authority that may be no longer than fifteen (15) days, submit evidence that it has taken sufficient measures that prove its reliability despite the existence of the breaches. If a breach is committed by a subcontractor, the Contractor/Supplier may, by the same deadline, submit evidence that the subcontractor has taken sufficient measures that prove its reliability despite the existence of the breaches. Should the Contractor/Supplier fail to provide evidence for the subcontractor, or do so but the Contracting Authority assesses that the measures are insufficient, the Contractor may replace the subcontractor by a deadline set by the Contracting Authority (which may not be longer than fifteen (15) days), in accordance with Article 94 ZJN-3, or shall take over the works that it awarded to the subcontractor itself, as long as replacement or takeover does not entail a significant amendment to the Agreement. Should the Contractor/Supplier fail to supply evidence for itself or for a subcontractor, or does so but the Contracting Authority believes that the measures are insufficient, or if the Contractor does not assume the works itself or propose a new subcontractor, or if the Contracting Authority rejects a new subcontractor proposed on time in accordance with Article 94 ZJN-3, the condition subsequent shall be realised on condition that there are still at least six (6) months left between the Contracting Authority learning of the breach and the day the validity of the Agreement expires. Without prejudice to the previous sentence, the Agreement shall not be annulled if annulment would cause the contracting authority to incur disproportionate costs or suffer significant problems in ensuring the smooth performance of works or a significant delay, provided that the Contracting Authority informs the Contractor/Supplier, no later than within twenty (20) days of learning of the breach, that the Agreement is not to be annulled.

If the circumstances and conditions referred to in the previous paragraph are in place, the Agreement shall be deemed to be annulled for this Contractor/Supplier on the day a new agreement on the execution of the public contract is concluded. The Contracting Authority shall notify the Contractor/Supplier of the date on which the new agreement is to be signed.

Should the Contracting Authority fail to initiate a new public procurement procedure within sixty (60) days of learning of the breach, the agreement shall be deemed to be null and void as of the sixtieth (60th) day after the Contracting Authority learned of the breach.

Article 34

Anti-corruption clause

Per Article 14 of the Integrity and Prevention of Corruption Act (Uradni list RS, No 96/11 [ZIntPK-UPB2]), this Agreement shall be null and void if, on behalf of or for the account of either contracting party, any person promises, offers or gives any undue benefit to a representative or intermediary of an authority or organisation in the public sector for the purpose of:

- obtaining business,
- concluding business under more favourable terms and conditions,
- omitting due supervision of the implementation of contractual obligations, or
- engaging in other actions or omissions whereby harm is caused to the authority or organisation in the public sector or that enable the obtaining of an illicit benefit for a representative or agent of a state body or organisation from the public sector, for the other contracting party or for its representative, agent or intermediary, shall be null and void.

On the basis of its findings on the alleged existence of the facts referred to in the first paragraph of this article or on the basis of a notice from the Commission for the Prevention of Corruption or other bodies concerning such an alleged occurrence, the Contracting Authority shall begin establishing the conditions for the nullity of the agreement referred to in the preceding paragraph of this article or other measures in accordance with Slovenian regulations.

Article 35

The parties to this Agreement and their statutory representatives explicitly declare that no acts were or are being committed in the course of the conclusion and execution of this Agreement that would be contrary to the applicable law and/or bear the hallmarks of a criminal offence. If it is found that corrupt acts took place in the course of the conclusion or execution of this Agreement, then the Agreement shall be regarded as null and void and without legal effect from the moment a final indictment or charge is laid against an individual or legal entity that is a party to this Agreement or against a statutory representative.

Article 36

The Contracting Authority may not do business with entities at which the holder of a function at the Contracting Authority or a family member thereof is a member of the senior management, or holds a participation of more than 5% in the founders' rights, management or capital, either directly or via other legal entities.

When a person ceases to hold a function in a given body, they may not act as the representative of a business entity that establishes or has business contacts with that body for two years after leaving office. In a period of one year from the official ceasing to hold office, the body in which the official held office

may not conduct business with an entity in which the former official holds directly or through other legal persons more than 5% of the founding rights, management or equity.

The Contractor or the person signing this Agreement declare that they are familiar with the provisions of Article 35 of the Integrity and Prevention of Corruption Act (Uradni list RS, No 69/11 [official consolidated version] and other amendments, ZIntPK), and further declare that they themselves are not entities to which the restriction on business under this article applies. If they make a false declaration, they themselves shall bear responsibility for and the consequences of the annulment of this Agreement.

Place and date: _____

Place and date: _____

Contractor:

Contracting Authority:

Centre of the Republic of Slovenia for
Mobility and European Educational and
Training Programmes

Director:

Director:

Alenka Flander

CREATIVE CONCEPT

The tenderer shall enclose its own Creative Concept with the tender. That Creative Concept shall meet the requirements set out in the tender dossier.

**DECLARATION ON THE DISCLOSURE OF THE CODE NUMBER ON THE
ENVELOPE CONTAINING THE CREATIVE CONCEPT**

In relation to the public invitation to tender “Communication Services for the Erasmus+ Impact Campaign (EU Level)” published on the public procurement portal on _____ under public procurement order referenced JN _____,

we declare that:

- we have submitted a Creative Concept in a separate envelope bearing the code number _____.

Note: METHOD OF SUBMITTING THE DECLARATION IN ANNEX 12:

The tenderer shall submit a completed Annex 12 (which discloses which code number belongs to which tenderer) in a separate envelope.

PLACE		TENDERER Name and signature of the statutory representative
DATE		

ENVELOPE 1 (Creative Concept)

CODE OF TENDERER

Code	
------	--

☐ Creative concept

**!! NE ODPIRAJ – PONUDBA !! (!! DO NOT OPEN – CONTAINS
TENDER !!)**

Awarding of the public contract “Communication Services for the Erasmus+ Impact Campaign (EU Level)”

(to be completed by the Contracting Authority’s filing office):

Date of arrival:	
Time of arrival:	
Signature:	

ADDRESSEE:

**Centre of the Republic of Slovenia for Mobility and
European Educational and Training Programmes
Ob železnici 30A

1000 Ljubljana**

SENDER:

Name:	
Address:	
Contact person:	
Tel:	
Fax:	
Email:	

☐ Declaration in Annex 12

**!! NE ODPIRAJ – PONUDBA !! (!! DO NOT OPEN – CONTAINS
TENDER !!)**

Awarding of the public contract “Communication Services for the Erasmus+ Impact Campaign (EU Level)”

(to be completed by the contracting authority’s reception office)

Date of arrival:	
Time of arrival:	
Signature:	

ADDRESSEE:

**Centre of the Republic of Slovenia for Mobility and
European Educational and Training Programmes
Ob železnici 30A

1000 Ljubljana**

