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AGENCIJA ZA KOMUNIKACIJSKA  
OMREŽJA IN STORITVE  
REPUBLIKE SLOVENIJE

Number: 4301-10/2014/3

Date: 6<sup>th</sup> November 2014

## CONTRACT DOCUMENTATION

### IT-BASED SYSTEM FOR CLASSIFYING AND LABELING CONTENT WHICH IS POTENTIALLY HARMFUL TO CHILDREN AND MINORS IN LINEAR AND NON-LINEAR AUDIOVISUAL MEDIA SERVICES

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- An example of an online questionnaire which has been used in the country listed in form 7 for classifying and labeling content which is potentially harmful to children and minors in linear and non-linear media services
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## INSTRUCTIONS TO TENDERERS FOR TENDER PREPARATION

### I. GENERAL

#### 1. Information about the Contracting Authority

Agencija za komunikacijska omrežja in storitve Republike Slovenije, Stegne 7, 1000 Ljubljana, Slovenija.

#### 2. Type of Procedure

The Contracting Authority will award the contract in accordance with the Article 25 of the Public procurement Act (Official Gazette of the Republic of Slovenia, No. 12/2013 – UPB5 and 19/2014; hereinafter: ZJN-2).

#### 3. Subject of the Public Contract

The subject of this Public Contract is an IT-based system for classifying and labeling content which is potentially harmful to children and minors in linear and non-linear audiovisual media services, comprising:

- an online software tool for classifying and labeling content which is potentially harmful to children and minors, which is based on scientific research of the effects of programming content on children of various ages;
- adaptation of online tool to Slovenian legislation on the protection of children and minors against potentially harmful content (the Audiovisual Media Services Act and relevant statutory regulations);
- hosting for the system on the Provider's server, timely fixing of technical issues, and updates and upgrades of the system throughout the duration of the agreement;
- training session for all users of the software tool (coders) and final exam, on which basis each coder receives a username and password, ensuring that only trained coders can use the tool;
- coder test after the first year of the software's use to verify their reliability. This test shall include a personal analysis of each coder's classification;
- a system manual for each coder, and a coder handbook for classifying and labeling content which is potentially harmful to children and minors;
- an online database of existing ratings done by coders;
- technical, professional, and consulting support in using the tool for classifying and labeling content which is potentially harmful to children and minors;
- access to key statistics and their export to the database.

The subject of this procedure is described in detail in the Technical Specifications, which are part of this Contract Documentation.

The Contracting Authority will award this Public Contract for a period of 2 years from the date of signing of the contract or until the use of appropriated funds.

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## 4. The Right to participate

Any legal or natural person who is registered for the activity that is the subject of this Contract and has all the required permission to perform this Contract can participate in this Procurement Procedure.

Tenderers may submit only one tender. Tenderer, acting in more than one tender, regardless of whether acting alone or as a partner in joint bid, disqualify any tender, in which it acts. Such tenders will be rejected.

### 4.1. Foreign Tenderers

Tenderers located in a foreign country have to fulfil the same conditions as Tenderers based in the Republic of Slovenia.

Tenderers who are not established in Slovenia, shall submit proof of suitability referred to in point 12. of the Chapter II of this Instructions.

Where the country in which the Tenderer is established does not issue documents required by paragraph 12.1. and 12.2. of the Chapter II of this Instructions, the Contracting Authority may accept a declaration under oath by witnesses or a declaration by the Tenderer.

Such declaration shall be made before a competent judicial or administrative authority, a notary or a competent professional or trade body in the country where the Tenderer is established.

### 4.2. Acting with Subcontractors

The Tenderer may itself carry out the contract in full or performed by subcontractors. In the case of the Contract with subcontractors, **the Tenderer shall indicate (Form 1) all subcontractors (name, full address, registration number, VAT number and bank account) and part of the Contract, which will be performed by a single subcontractor (item, quantity, value, location and time of execution of these works).**

The Tenderer is aware that direct payments to subcontractors by the Contracting Authority are in accordance with the seventh paragraph of Article 71 of the ZJN-2. For the implementation of direct payments the Tenderer shall attach to his invoice invoices or situations of subcontractors, which had previously been approved by the Tenderer.

**The Tenderer shall in his Tender authorize the Contracting Authority to make direct payments to the subcontractor on the basis of the invoice, while the subcontractor is obliged to give his consent for direct payments.**

The Tenderer performing the contract with one or more subcontractors, shall have at the conclusion of the contract with the Contracting Authority or during the implementation of the Contract, contracts with subcontractors. The subcontractor shall provide the Contracting Authority a copy of the contract he entered into with his customer (Tenderer), within five days of signing this contract. The Contracting Authority shall immediately upon receipt of the copy of the contract determine whether the Tenderer's authorization of the previous

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paragraph and the subcontractor agreement in the previous paragraph has been submitted. If there is no authorization or consent, the Tenderer or subcontractor shall be immediately invited to submit the document within five days of receipt of the notice.

If the subcontractor is replaced after the conclusion of the Contract with the successful Tenderer, or if Tenderer enters into a contract with a new subcontractor, the selected Tenderer shall within 5 days after the change submit to the Contracting Authority:

- A statement that all undisputed obligations to the original subcontractor have been settled, if the subcontractor was replaced,
- Authorization for payment for the work undertaken or supplies directly to the new subcontractor and
- Consent of the new subcontractor for direct payment.

When a Tenderer intends to perform the contract with the subcontractor, the conditions referred to in point 12.1.3. of the Chapter II of this Instructions shall be fulfilled by the subcontractor involved in the execution of the Contract.

The Contracting Authority has the right to verify compliance with those conditions for any new subcontractors that have not been indicated in the tender (replacement of subcontractors or introduction of new subcontractors into work). If subcontractors do not fulfill these requirements, the Tenderer shall not engage them. If it still does, this is the reason for the wrongful termination of the Contract.

The Contracting Authority shall inform the Tenderer and the subcontractor, that the subcontractor may not participate in the execution of the contract, if these conditions are not met.

The tender must contain Authorization for the acquisition of personal data (Form 5) for each subcontractor.

### **4.3. Acting as a Joint Venture or a Consortium**

A group of economic operators are allowed to submit the tender as a Joint Venture or a Consortium. In doing so, the group selected shall submit a Partnership Agreement, from which it will clearly show the following:

- a reference of all the partners in the group (name and address of the partner, legal representative, registration number, tax identification number, account number),
  - the appointment of the managing partner in the execution of the contract,
  - unlimited joint and several liability of all the partners in the group to the Contracting Authority,
  - the scope of the work to be over and done by each partner in the group and the share of each partner in the group in % and the value of the part taken by the individual partner in the group,
  - the method of payment over the lead partner in the group or any of the partners in the group,
  - provisions in case of withdrawal of any of the partners in the group,
  - the settlement of disputes between the partners in the group,
  - any other rights and obligations of the partners in the group,
  - the period of validity of a legal act.
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**In the case of Joint Venture or a Consortium, the Tenderer shall in Form 1 indicate those who will participate in this joint bid. In the case of Joint Venture or a Consortium, each Tenderer individually shall fulfil the conditions set out in point 12.1. and in point 12.2. of the Chapter II of this Instructions, other conditions may be fulfilled jointly.**

**The tender must contain Authorization for the acquisition of personal data (Form 5) for each partner.**

If the Contract is awarded to the Tenderers who have submitted a joint bid, change of group members during performance of the Contract is not possible. If any of the member of the group wants to stop or if it is against one of the members of the group established procedure, the purpose of which is the cessation of business, the Contracting Authority will terminate the Contract.

## **5. Additional Information for Tenderers**

Information about the content of Contract documents can only be requested in writing through the procurement portal<sup>1</sup>. Information will be made through the procurement portal.

If the Tenderer in connection with the Contract documents, or in connection with the preparation of the Tender requests any further clarification, it shall apply up to and including on **14<sup>th</sup> November 2014**.

The Contracting Authority is obliged to provide additional explanations relating to the Contract documents no later than six days prior to the deadline for submission of tenders, provided that the request was issued on time.

## **6. Amendments of Contract documents**

The Contracting Authority reserves the right to amend or supplement the Contract documents. In the event that the Contracting Authority shall modify or amend the Contract documents during the period for submission of tenders, this will be posted on the procurement portal.

After the expiry of the time limit for the receipt of tenders the Contracting Authority may no longer amend the Contract documents.

In the event that the Contracting Authority shall modify or amend the Contract documents five or fewer days prior to the deadline for submission of tenders, the deadline for submission of tenders will be extended accordingly to the scope and content of changes.

With the postponement of the deadline for receipt of tenders, the rights and obligations of the Contracting Authority and the Tenderer bind to the new deadlines, which arise from the extended deadline for submission of tenders.

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<sup>1</sup> <http://www.enarocanje.si>



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## **7. Confidentiality of data and process**

Data justifiably classified by Tenderer as confidential, will be used only for the purpose of the contract and will not be accessible to anyone outside the authorized persons of the Contracting Authority responsible for the implementation of the public procurement procedure (Technical Commission). The Tenderer may mark the documents that contain personal information, but are not included in any public register or otherwise publicly available and other business information in accordance with Paragraph 39 and 40 of the Companies Act-1 as confidential information. In spite of this Contracting Authority points to take account of the principle of transparency in Public Procurement that data affecting the choice cannot be treated as confidential.

Contracting Authority will treat as confidential those documents in Tender documentation which will have large letters "CONFIDENTIAL" written in the upper right corner and under this sign the signature of the person signing the Tender. If only a certain piece of information in the document should be confidential this part should be underlined in red, in line along the right side should be written "CONFIDENTIAL". Contracting Authority is not responsible for the confidentiality of the data which will not be marked as stated above.

## **II. TENDER**

### **1. Language of the Tender**

The public procurement procedure will be conducted in the Slovene language.

The tender shall be drafted in Slovenian or English language. All documents in the Tender documentation shall be drafted in Slovenian or English.

All evidence of suitability that is in a foreign language must be translated into Slovenian or English. Tenderer shall submit in the Tender documentation the original document in a foreign language along with a Slovenian or English translation of the document.

If the Contracting Authority, during the revision and evaluation of tenders, deems it necessary that the part of tender documents, which is not submitted in the Slovene language, should be officially translated into the Slovene language, it may require the Tenderer to do so and set an appropriate time limit.

In the case of a dispute, the tender or its official translation into the Slovene language shall apply.

### **2. Complete Tender**

A complete tender is a tender that is received on time, is formally complete, admissible, properly prepared and appropriate.

The Tenderer shall in preparing the tender and filling out forms follow the instructions listed on each form.

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Where the Contracting Authority establishes that a tender is formally incomplete, it must admit and enable the supplements and amendment of such tender in accordance. Where the Tenderer fails to make appropriate supplements or amendments within the time limit set by the Contracting Authority, the Contracting Authority must eliminate such tender.

The tender shall include all the documents listed below:

- filled-in and signed Form 1: Application;
- filled-in and signed Form 2: Pro forma Invoice;
- filled-in and signed Form 3: Contract Sample;
- evidence in accordance with Point 12 of Chapter II of this Instructions;
- filled-in and signed Form 4: Declaration of Suitability;
- filled-in and signed Form 5: Authorization for the acquisition of personal data (in case the Tenderer is established in Slovenia);
- filled-in and signed Form 6: Project team list;
- filled-in and signed Form 7: A declaration listing the European country where the Tenderer's software tool has been in use for at least 5 (five) years;
- an example of an online questionnaire which has been used in the country listed in Form 7 for classifying and labeling content which is potentially harmful to children and minors in linear and non-linear media services;
- filled-in and signed Form 8: References;
- filled-in and signed Form 9: A list of reference academic literature and scientific research on media, upbringing, education, or child psychology and development, which were used in developing the IT-based system for classifying and labeling content which is potentially harmful to children and minors in linear and non-linear media services;
- filled-in and signed Form 10: A declaration with the amount of the content already classified for this purpose by trained users or coders;
- filled-in and signed Form 11: A declaration that the Tenderer's system for classifying and labeling content which is potentially harmful to children and minors is reliable and consistent;
- a summary of the study showing the reliability of the Tenderer's system, as well as information on who conducted the study;
- Form 12: Technical specifications

In the case of the Contract with subcontractors, the Tenderer must submit for each subcontractor the following documents:

- filled-in and signed Form 1: Application – Point 1 of the form;
- filled-in and signed Form 4: Declaration of Suitability;
- filled-in and signed Form 5: Authorization for the acquisition of personal data (in case the Tenderer is established in Slovenia);
- Authorization for payment for the work undertaken directly to the subcontractor (in case the Tenderer will participate with subcontractors, see Section 4.2. of Chapter I of this Instructions);
- Consent for direct payments (in case the Tenderer will participate with subcontractors, see Section 4.2. of Chapter I of this Instructions).

In the case of Joint Venture or a Consortium, the Tenderer must submit for each partner the following documents:

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- filled-in and signed Form 1: Application – Point 1 of the form;
- filled-in and signed Form 4: Declaration of Suitability;
- filled-in and signed Form 5: Authorization for the acquisition of personal data (in case the Tenderer is established in Slovenia);
- Authorization to sign a joint bid.

The Tenderer shall in preparing the Tender take into account the prescribed order.

In the event that the Contracting Authority will require a Tenderer to produce a material brochures, catalogs and/or patterns, it is necessary to deliver these within a period to be determined by the Contracting Authority, or the Tenderer will be disqualified from further public procurement procedure.

The Contracting Authority reserves the right to verify the correctness of all information. If the Contracting Authority will not be able to verify the data, they will not be taken into account.

### **3. Form of the Tender**

Tender must be submitted in one (1) original and one (1) copy. In case of any discrepancies between the copies the original will prevail.

Tender documentation must be typed or legibly written in indelible ink. Content of the forms, statements, papers and documents must not be changed.

All forms must be completed, signed and stamped.

Tender documentation shall be signed by the Tenderer's statutory representative or other person authorized to conclude contracts of the estimated type, value and extent.

All sheets of the original must be quilted with string, both ends of it at the last or first affixed with sealing wax or tape, attachment must be secured by rubber stamp or signature of the person signing a Tender. Form of binding is reasonably adapted from the Article 35 of the Law on Notaries (Official Gazette of RS, No. 2/07). Overview must be possible, without damage to sealing wax or tape. Binding with string is only necessary for the original, while it is desirable that a copy is packed so that it is possible to make any further copying easier.

### **4. Documents in the Tender**

Age of documents shall not exceed the deadline as defined by the specific provisions of the Contract documents. In those cases where the age of documents is not specified, they should reflect the legal status of the Tenderer relevant on the day fixed for the submission of Tenders.

### **5. Submission of Tender**

The original and a copy of the Tender shall be inserted in two envelopes marked "Original" and "Copy". Both envelopes shall be inserted into one outer envelope marked: "TENDER FOR THE CHOICE OF TENDERER TO DELIVER IT-BASED SYSTEM FOR

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CLASSIFYING AND LABELING CONTENT WHICH IS POTENTIALLY HARMFUL TO CHILDREN AND MINORS IN LINEAR AND NON-LINEAR AUDIOVISUAL MEDIA SERVICES – DO NOT OPEN" and shall be delivered to the following address:

**Agencija za komunikacijska omrežja in storitve Republike Slovenije**  
**Stegne 7**  
**1000 Ljubljana, Slovenija**

The Tenderer shall write his full address onto the outer envelope. Envelope should be closed or sealed in a way that it is evident that it was not opened before the public opening.

Tenderer can deliver the Tender to Contracting Authority by post or hand it over personally at the Contracting Authority's address.

## **6. Deadline for submission of Tenders**

Deadline for the submission of Tenders is **25<sup>th</sup> November 2014 at 10:00 a.m.** A timely Tender shall be a tender that is received by the Contracting Authority before the specified tender receipt date.

Where a Tender exceeds the time limit set for the receipt of Tenders, such submissions shall be considered late. Such tenders shall be returned to tenderers after the completion of the opening procedure, unopened and marked as late.

The Tender which was delivered to the post office before the deadline for submission of Tenders, but arrives to the Contracting Authority after the deadline, is not a timely Tender and will be after the completion of the opening procedure returned to Tenderer unopened and marked as late.

## **7. Modifications and withdrawal of Tender**

The Tenderer may modify or withdraw his tender by way of a written notice that shall be delivered to the above address prior to the deadline for the submission of tenders.

The Tenderer's notice of modification shall be prepared, sealed and submitted in the same manner as the tender itself. It shall be marked as "MODIFICATION OF TENDER FOR THE CHOICE OF TENDERER TO DELIVER IT-BASED SYSTEM FOR CLASSIFYING AND LABELING CONTENT WHICH IS POTENTIALLY HARMFUL TO CHILDREN AND MINORS IN LINEAR AND NON-LINEAR AUDIOVISUAL MEDIA SERVICES – DO NOT OPEN".

In the event that the Tenderer replaces its Tender with a new Tender, the old Tender has to be withdrawn from the procurement process. Withdrawal of Tender must reach the Contracting Authority before the deadline for submission of tenders and shall be given in writing. Written withdrawal of Tender shall be appropriately marked as "WITHDRAWAL OF THE TENDER FOR THE CHOICE OF TENDERER TO DELIVER IT-BASED SYSTEM FOR CLASSIFYING AND LABELING CONTENT WHICH IS POTENTIALLY HARMFUL TO CHILDREN AND MINORS IN LINEAR AND NON-LINEAR AUDIOVISUAL MEDIA SERVICES" and it must be sent to the address of the Contracting Authority by registered mail or personally submitted to the reception office (in first floor).

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Documentation relating to the change, supplement or replacement of the Tender must be prepared in accordance with Point 5 of this Chapter and addressed to the address of the Contracting Authority.

In case of a withdrawal, the tender will be returned to the Tenderer unopened.

### **8. Correction of errors**

The Tender shall contain no alterations or additions other than those which are necessary to repair the Tenderer's mistakes. In this case, the corrections shall be initialed by the person or persons who are signatories to the Tender.

### **9. Permissible amendments**

If the tender is formally incomplete, the Contracting Authority requires from the Tenderer that at the appropriate time the tender is supplemented or amended. The Contracting Authority shall require the Tenderer to supplement or amend its tender only when certain facts can not be checked by itself. Where the Tenderer fails to make appropriate supplements or amendments within the time limit set by the Contracting Authority, the Contracting Authority must eliminate such tender.

It is not allowed to supplement or change:

- Unit price, price of items, the total value of tender and tender in the context of criteria,
- The part of the tender, which binds to the Technical specifications in the terms to swap the original object with a new object of the contract,
- Those elements of the tender which affect or could affect the different classification of the Tender in relation to the rest of the tenders, which were submitted in the public procurement procedure.

Only the Contracting Authority can at the written consent of the Tenderer correct obvious calculation errors discovered during the review and evaluation of tenders. In doing so, the quantity and unit price must not be changed.

### **10. Indication of misleading information**

Contracting Authority will submit a proposal to the National Review Commission for the initiation of violation procedure:

- in the event that the Contracting Authority will have reasonable grounds for believing that the Tenderer submitted false statements or evidence in the Tender,
- if the Tenderer or subcontractor has not submitted to the Contracting Authority authorization or consent within the prescribed time in accordance with paragraph 9 of Article 71 of ZJN-2.

### **11. Tender Costs**

All costs associated with the preparation and submission of the tender, including costs of materials brochures, catalogs, if requested by the Contracting Authority, shall be borne by

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the Tenderer. Contracting Authority shall in no event be liable for any damage that might result from these costs irrespective of the course in relation to the contract and the final selection of the Tenderer.

## **12. QUALIFICATION ASSESSMENT CRITERIA**

**The Tenderer must fulfil all criteria stated in this Contract documentation. In order to prove fulfilment of the criteria, the Tenderer must submit evidence for each criterion.**

**If the State in which the Tenderer has its seat does not issue such documents, he may submit a declaration under oath by witnesses or a declaration by the Tenderer. Declaration shall be made before a competent judicial or administrative authority, a notary or a competent professional or trade body in the country where the Tenderer is established.**

**All documents must be completed, signed by the Tenderer's statutory representative or other person authorized to conclude contracts and stamped. Documents must show the latest state. Documents for proof of eligibility may be submitted in photocopy, except where for each document specifically stated otherwise. The Contracting Authority may subsequently be required to provide originals if there is the question of the credibility of photocopies.**

**The Contracting Authority will evaluate the ability of providers based on the following conditions:**

### **12.1. Tenderer's basic suitability**

12.1.1. The Tenderer or its legal representatives in the case of legal persons have never been the subject of a conviction by final judgement of crimes listed in the first paragraph of Article 42 of the ZJN-2:

- acceptance of bribe during the election;
  - fraud;
  - abuse of a position of monopoly;
  - false bankruptcy;
  - defrauding creditors;
  - commercial fraud;
  - fraud affecting the European Union;
  - deception in obtaining loan or advantages;
  - fraud in securities trading;
  - deception of purchasers;
  - unauthorised use of another's mark or model;
  - unauthorised use of another's patent or topography;
  - forgery or destruction of business documents;
  - disclosure and unauthorised acquisition of trade secrets;
  - abuse of information system;
  - abuse of insider information;
  - abuse of financial instruments market;
  - abuse of position or trust in business activity;
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- prohibited acceptance of gifts;
- prohibited giving of gifts;
- counterfeiting money;
- fabrication and use of counterfeit stamps of value or securities;
- money laundering;
- abuse of non-cash means of payment;
- use of counterfeit non-cash means of payment;
- fabrication, acquisition and disposal of instruments of forgery;
- tax evasion;
- smuggling;
- disclosure of classified information;
- acceptance of bribes;
- giving bribes;
- accepting benefits for illegal intermediation;
- giving of gifts for illegal intervention;
- criminal association.

Evidence:

- a) Tenderers established in the Republic of Slovenia: Declaration (Form 4) and Authorization for the acquisition of personal data (Form 5) or Proof of good conduct from the Criminal Records of natural or legal persons, that on the day of the deadline for submission of tenders is not older than four (4) months
- b) Foreign Tenderers: Evidence in accordance with section 4.1. of the Chapter I of this Instructions

12.1.2. The Tenderer is not on the day of submission of tenders disqualified from being awarded public contracts due to the inclusion in the record of Tenderers with negative references in accordance with Article 77.a of ZJN-2, Article 81.a of ZJNVETPS or Article 73 of ZJNPOV.

Evidence:

Tenderers established in the Republic of Slovenia and foreign Tenderers: Declaration (Form 4)

12.1.3. The Tenderer has on the date of submission of the offer, in accordance with the regulations of the country in which he is established or regulations of the Contracting Authority no outstanding, unpaid obligations relating to the payment of social security contributions or in connection with the payment of taxes in the amount of 50 euros or more.

Evidence:

- a) Tenderers established in the Republic of Slovenia: Declaration (Form 4)
- b) Foreign Tenderers: Evidence in accordance with section 4.1. of the Chapter I of this Instructions

12.1.4. The Tenderer does not appear in the register of business entities under article 35 of the Law on the Integrity and Prevention of Corruption Act (Official Gazette of RS, No. 69/2011-UPB2) or that of the records that officer of the Contracting Authority or member of his family is not a member of management or/and not, directly or through other persons in more than 5% involved in the founding rights, governance and equity.

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Evidence:

Tenderers established in the Republic of Slovenia and foreign Tenderers:  
Declaration (Form 4)

## **12.2. Suitability to pursue professional activity**

12.2.1. The Tenderer has a valid registration to do business, which is the subject of this procedure (consulting services in the field of mobile industries and /or regulatory affairs) pursuant to the regulations of the Member State of his establishment.

Evidence:

- a) Tenderers established in the Republic of Slovenia: Declaration (Form 4)
- b) Foreign Tenderers: Evidence in accordance with section 4.1. of the Chapter I of this Instructions

## **12.3. Technical and/or professional ability**

12.3.1. The Tenderer has properly trained staff, with at least 3 team members (including the project manager) who will carry out the project or be responsible for its implementation.

Evidence: Tenderers established in the Republic of Slovenia and foreign Tenderers:  
Project team list (Form 6)

12.3.2. The Tenderer's software tool for classifying and labeling content which is potentially harmful to children and minors has been in use for at least 5 (five) years by a European national regulator in the field of audiovisual media services, or as a self-regulatory or co-regulatory measure in the field of protecting children and minors from potentially harmful content within the audio-visual sector.

Evidence: Tenderers established in the Republic of Slovenia and foreign Tenderers:

- A declaration listing the European country where the Tenderer's software tool has been in use for at least 5 (five) years (Form 7)
- An example of an online questionnaire which has been used in that country for classifying and labeling content which is potentially harmful to children and minors in linear and non-linear media services

(When in doubt, the Contracting Authority may verify the fulfillment of this condition).

12.3.3. Tenderer has worked in the past 5 (five) years as a project leader or partner on at least 1 (one) project of establishing an IT-based system for classifying and labeling content which is potentially harmful to children and minors in linear and non-linear media services in a country which is not the Tenderer's country of origin, including the adaptation of the system to meet the provisions of that country's legislation.

Evidence: Tenderers established in the Republic of Slovenia and foreign Tenderers:  
References (Form 8)

The Tenderer can submit several references.

(When in doubt, the Contracting Authority may verify the fulfillment of this condition).

12.3.4. The Tenderer has expertise and experience based on scientific research of the effects of audiovisual content on children and minors.

Evidence: Tenderers established in the Republic of Slovenia and foreign Tenderers:  
A list of reference academic literature and scientific research on media, upbringing,

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education, or child psychology and development, which were used in developing the IT-based system for classifying and labeling content which is potentially harmful to children and minors in linear and non-linear media services (Form 9)  
(When in doubt, the Contracting Authority may verify the fulfillment of this condition).

12.3.5. The Tenderer has a large database of content already classified for this purpose by trained users or coders.

Evidence: Tenderers established in the Republic of Slovenia and foreign Tenderers: A declaration with the amount of the content already classified for this purpose by trained users or coders (Form 10)  
(When in doubt, the Contracting Authority may verify the fulfillment of this condition).

12.3.6. The Tenderer's system for classifying and labeling content which is potentially harmful to children and minors is reliable and consistent, i.e. designed in such a way that various trained users (coders) arrive at the same result in evaluating the same content.

Evidence: Tenderers established in the Republic of Slovenia and foreign Tenderers:

- A declaration that the Tenderer's system for classifying and labeling content which is potentially harmful to children and minors is reliable and consistent (Form 11)
- A summary of the study showing the reliability of the Tenderer's system, as well as information on who conducted the study

(When in doubt, the Contracting Authority may verify the fulfillment of this condition).

### **13. Exclusion of Tenders**

Contracting Authority will eliminate:

- Tenders that are not received on time;
- Tenders which do not fulfill all the requirements of point 2 and 12 of the Chapter II of this Instructions;
- Tenders that will not meet all Technical specifications.

### **14. Tender price**

The Tenderer shall indicate in the tender the final price in EUR.

The price of the service shall comprise:

- entitlement to use the online software tool for classifying and labeling content which is potentially harmful to children and minors, consisting of web-interface, the classification software and web based questionnaire, including classification key adapted to Slovenian legislation;
  - updates and new versions of the classification system and questionnaire throughout the duration of the agreement;
  - hosting for the system on the Provider's server, timely fixing of technical issues;
  - an online database of existing ratings done by coders;
  - training for all users of the software tool (coders) and final exam, on which basis each coder receives a username and password, ensuring that only trained coders can use the tool;
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- a system manual for each coder, and a coder handbook for classifying and labeling content which is potentially harmful to children and minors;
- coder test after the first year of the software's use to verify their reliability. This test shall include a personal analysis of each coder's classification;
- access to key statistics and their export to the database.

Final price should include all costs (travel costs, per diem, etc.), discounts and rebates. Tender price must have the level and value of VAT shown separately.

The price shall be fixed for the duration of the contract.

## **15. Selection criteria**

The criterion for selecting the best tender is the lowest price.

## **16. Submission of data**

The Tenderer to whom the contract is awarded shall, at the Contracting Authority's request submit the data stated below in the process of awarding the public procurement procedure or executing the contract within 8 days:

- Information regarding the Tenderer's founders, partners, including silent partners, shareholders, limited partners or other owners and information about the shares of such persons;
- Information on entities, which are according to the provisions of the law governing companies are considered to be associated with the Tenderer.

## **17. Tender validity**

Tender must remain valid until **31<sup>st</sup> March 2015**.

In exceptional circumstances the Contracting Authority may require the Tenderer to extend the period of validity of tender for a further period. The request and response of the Tenderer must be given in writing or by fax. Tenderer may refuse the request. The Tenderer, who agrees to that request will not be required or permitted to change the Tender otherwise.

## **18. Variant tenders**

Variant tenders will not be taken into consideration.

## **III. PUBLIC OPENING OF TENDER**

The public opening of all timely received and properly marked tenders will be led by a designated impartial Commission (hereinafter: Commission). The opening will take place at the Agencija za komunikacijska omrežja in storitve Republike Slovenije, Stegne 7, 1000 Ljubljana, Slovenija, in the conference room on **25<sup>th</sup> November 2014 at 10:15 a.m.**

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# AKOS

At the public opening of tenders only legal representative of the Tenderer or his representative, who is obliged to give the Commission a written Power of Attorney to represent the Tenderer, may participate. The authorized representatives of Tenderers who do not submit to the Commission the power to engage the public opening of tenders and other present cannot give comments.

Minutes of the tender opening session shall be taken. Tenders shall be opened in order of receipt.

At the end of the public opening the minutes will be signed by the President and members of the Commission and legal representatives or authorized representatives of Tenderers. By signing the legal representative or authorized representative of the Tenderer certifies that he agrees with the method of the opening session. If anyone of the above does not want to sign, this is entered in the record as well as reasons for refusing to sign.

Minutes of the tender opening will be sent to all Tenderers who have submitted tenders within three working days after the public opening of tenders.

#### **IV. EVALUATION OF TENDER**

The Contracting Authority will prior to the awarding of the contract at the latest, examine the existence and content of data provided in the tender.

Every tender which is correct in accordance with the Point 2 of Chapter II of this Instructions and meets all deadline, conditions and specifications set out in the Contract documents is considered complete. If the tender is not complete or substantially correct it will be rejected. The regularity of tender do not affect non-essential typographical errors. Every tender that in any way, and contrary to the Contract documents significantly alter any rights and obligations of the Tenderer is considered incorrect.

#### **V. THE CONTRACT**

The Contracting Authority will sign with the successful Tenderer a contract in accordance with the provisions of the model contract of Form 3.

The contract must be signed within 8 days of receipt of Contracting Authority's call to the signing of the contract.

#### **VI. REVIEW PROCEDURE**

Legal protection of Tenderers in the public procurement procedure is provided in accordance with the provisions of the Law on legal protection in public procurement procedures (Official Gazette of the Republic of Slovenia, No. 43/11; hereinafter: ZPVPJN), following the procedure and in the manner provided by law.

Request for legal protection in public procurement procedures may be filed at any stage of the procurement process against any act of Contracting Authority, unless ZJN-2 or ZPVPJN provides otherwise. Request for legal protection may be filed by legitimized active person, as defined by the Article 14 of ZPVPJN.

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# AKOS

The request for review must include:

1. Name and address of the applicant (hereinafter referred to as applicant) and the contact person,
2. Name of the Contracting Authority,
3. Code of the public procurement,
4. Object of the public procurement,
5. Alleged violation,
6. Facts and evidence to prove the violation,
7. Power of Attorney for pre-audit and review process, if the applicant performs with the Agent,
8. An indication of whether the specific procurement procedure is co-financed from European funds and from which Fund.

The applicant must submit to the request for review proof of payment of fees in the amount of € 3,500.00.

Fee has to be paid to the sub-account opened at the Bank of Slovenia for the purpose of the fees for pre-audit and audit process Number 01100-1000358802 - enforcement budget. In doing so, the applicant must sign in the order for payment the following information: 11 16110-7111290-XXXXXXLL (X means publication Number of a contract notice and L means an indication year).

The request for review shall be filed in writing directly to the Contracting Authority by registered mail or recommended as a receipt. The applicant must send a copy for review at the same time to the Ministry responsible for finance.

Application for review relating to the content of the publication, invitation to tender or Contract documents, except in the case of the fourth paragraph of Article 25 of ZPVPJN, must be filed within eight working days from the day of:

- Publication of the contract notice or
- Notification of additional information, information on incomplete procedure or adjustment, if that notice to amend or supplement the requirements or criteria for selecting the best Tenderer in the Contract documents or previously published a contract notice, or
- Receipt of the invitation to tender.

If the Contracting Authority finds that the application for review was not timely filed or not filed by legitimized active person from the Article 14 of ZPVPJN, that the applicant in accordance with the second paragraph of Article 15 of ZPVPJN did not provide proof of payment of fee or that has not been paid the appropriate fee, the application will be in no later than three working days of receipt rejected.

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# AKOS

FORM 1

TENDERER

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## APPLICATION

### 1. TENDERER

**TENDERER'S DATA AND SUBCONTRACTORS' DATA OR JOINT VENTURE OR A CONSORTIUM CONTRACTORS' DATA (in case of Joint Venture):**

Company name	
Address	
Legal representative or Person responsible for signing the Contract	
Contact person	
Telephone Number	
Fax Number	
E-mail	
Bank account Number	
Registration Number	
VAT Number	
Tax office	

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# AKOS

## **2. ACTING WITH SUBCONTRACTORS:**

This point has to be fulfilled by Tenderers in the event of the execution of the contract with subcontractors. At the same time Tenderers shall complete the first section of this form for each subcontractor.

<b>Number</b>	<b>Company name and Address of each subcontractor</b>
1.	
2.	
3.	
4.	

The Tenderer shall complete the table "Part of the contract which will be performed by a subcontractor" for each subcontractor as many times as different parts of the contract will be performed by each subcontractor.

### ***Part of the contract which will be performed by a subcontractor:***

The abbreviated name of the subcontractor	
Description of work performance of the contract that will be performed by a subcontractor	
Quantity	
Price	
Place of execution	
Deadline of execution	

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# AKOS

### **3. ACTING AS A JOINT VENTURE OR A CONSORTIUM**

This point has to be fulfilled by Tenderers in the event of the execution of the contract with partners. At the same time Tenderers shall complete the first section of this form for each partner.

<b>Number</b>	<b>Company name and Address of each partner</b>
1.	
2.	
3.	
4.	

This form must be signed by representatives of all Tenderers who have submitted a joint bid.

We declare that:

- We will execute the contract according to the rules of the profession, in accordance with applicable regulations (laws, regulations, standards, technical approvals), technical guidance, recommendations and norms, if we are selected for the contract;
- Contract will be carried out by qualified and skilled employees, taking into account all the requirements of occupational safety and labor laws applicable in the territory of the Republic of Slovenia;
- we fully agree and accept the terms and requirements of the Contracting Authority specified in this tender documents, without any limitation;
- We reviewed all Contract documentation;
- We are fully aware of the scope and complexity of the contract;
- We will not claim any compensation from the Contracting Authority if we are not selected for the contract;
- We have during preparing the tender complied with all our obligations to our subcontractors;
- We have made only true and authentic statements.

Date: \_\_\_\_\_

Stamp and signature  
\_\_\_\_\_



# AKOS

FORM 2

TENDERER

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## PRO FORMA INVOICE

**SUBJECT OF THE PUBLIC CONTRACT: CHOICE OF TENDERER TO DELIVER IT-BASED SYSTEM FOR CLASSIFYING AND LABELING CONTENT WHICH IS POTENTIALLY HARMFUL TO CHILDREN AND MINORS IN LINEAR AND NON-LINEAR AUDIOVISUAL MEDIA SERVICES**

No.	Description of supply/service	Unit	Quantity	Price per Unit without VAT:	VAT (%)	Price without VAT:
1.	It-based system for classifying and labeling content which is potentially harmful to children and minors in linear and non-linear audiovisual media services including license for 1 <sup>st</sup> year	System	1			
2.	License	Year	1			
				<i>Total price without VAT :</i>		
				<i>The amount of VAT:</i>		
				<i>Total price in EUR including VAT:</i>		

The price of the service shall comprise:

- Entitlement to use the online software tool for classifying and labeling content which is potentially harmful to children and minors, consisting of web-interface, the classification software and web based questionnaire, including classification key adapted to Slovenian legislation;
- Updates and new versions of the classification system and questionnaire throughout the duration of the agreement;
- hosting for the system on the Provider's server, timely fixing of technical issues;
- an online database of existing ratings done by coders;



# AKOS

- training for all users of the software tool (coders) and final exam, on which basis each coder receives a username and password, ensuring that only trained coders can use the tool;
- a system manual for each coder, and a coder handbook for classifying and labeling content which is potentially harmful to children and minors;
- coder test after the first year of the software's use to verify their reliability. This test shall include a personal analysis of each coder's classification;
- access to key statistics and their export to the database.

Date: \_\_\_\_\_

Stamp and signature  
\_\_\_\_\_

**DRAFT CONTRACT**

Agency for Communication Networks and Services of the Republic of Slovenia, Stegne 7, 1000 Ljubljana, registration No. 1332899000, VAT ID No. SI10482369, represented and acted for by director Franc Dolenc (hereinafter: Contracting Authority)

and

....., registration No.  
....., tax number ....., represented by ..... (hereinafter:  
Provider)

hereby agree and conclude the following

**CONTRACT****INTRODUCTORY PROVISIONS**

## Article 1

Contracting Authority and Provider acknowledge that:

- the Contracting Authority has, pursuant to Article 25 of the Public procurement Act (Official Gazette of the Republic of Slovenia, No. 12/2013 – UPB5 and 19/2014; hereinafter: ZJN-2), conducted an open procedure for the purpose of procuring IT-BASED SYSTEM FOR CLASSIFYING AND LABELING CONTENT WHICH IS POTENTIALLY HARMFUL TO CHILDREN AND MINORS IN LINEAR AND NON-LINEAR AUDIOVISUAL MEDIA SERVICES;
- based on the Public Procurement referred to in the first paragraph and the offers received, the Contracting Authority selected the Provider as the most favourable Tenderer for the award of the Contract referred to in the first paragraph under Public Contract Award Notice No. .... dated \_\_\_\_\_,
- the Provider has the necessary professional and technical competences for providing the Service as defined by this Contract.

## Article 2

Under this Contract the Parties shall define the general and specific conditions of the provision of the Service.

## Article 3

(1) The Contracting Authority may, under this Contract, order additional services to the Provider that were not included in the initial Contract award but have become necessary for the provision of the Service due to unforeseeable circumstances, or when such activities cannot be technically or economically separated from the main Service without causing

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difficulties to the Contracting Authority, or in the event of services which the Contracting Authority could award separately from the initial Contract award but has decided not to do so due to their critical role in the subsequent phases of the implementation of this Contract and the successful provision of the Service defined by this Contract.

(2) In cases stated above, the Contracting Authority shall implement a negotiated procedure without prior publication of a Contract notice and add an Annex to this Contract or sign a new Contract with the Provider pursuant to the fifth paragraph of Article 29 of the ZJN-2.

## **SUBJECT OF THE CONTRACT**

### Article 4

(1) The subject-matter of this Contract is an IT-based system for classifying and labeling content which is potentially harmful to children and minors in linear and non-linear audiovisual media services, comprising:

- an online software tool for classifying and labeling content which is potentially harmful to children and minors, which is based on scientific research of the effects of programming content on children of various ages;
- adaptation of online tool to Slovenian legislation on the protection of children and minors against potentially harmful content (the Audiovisual Media Services Act and relevant statutory regulations);
- hosting for the system on the Provider's server, timely fixing of technical issues, and updates and upgrades of the system throughout the duration of the agreement;
- training session for all users of the software tool (coders) and final exam, on which basis each coder receives a username and password, ensuring that only trained coders can use the tool;
- coder test after the first year of the software's use to verify their reliability. This test shall include a personal analysis of each coder's classification;
- a system manual for each coder, and a coder handbook for classifying and labeling content which is potentially harmful to children and minors;
- an online database of existing ratings done by coders;
- technical, professional, and consulting support in using the tool for classifying and labeling content which is potentially harmful to children and minors;
- access to key statistics and their export to the database.

(2) The Offer and complete Contract documentation shall form an integral part of this Contract.

*An integral part of this Contract is the list of subcontractors submitted in accordance with Section 4.2. of Chapter I of Instructions to Tenderers.*

## **OBLIGATIONS OF THE CONTRACTING AUTHORITY AND THE PROVIDER**

### Article 5

The Contracting Authority undertakes to:

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# AKOS

- make available to the Provider all necessary information, data and documents available to the Contracting Authority and related to the provision of the Service under this Contract,
- cooperate with the Provider's authorised representative,
- submit its requests to the Provider in due time to enable the normal implementation of Contractual services,
- ensure the human, informational and financing resources required for the implementation of services,
- give the Provider all the support necessary for the provision of services according to the requirements of this Contract,
- inform the Provider of any and all changes and new conditions that could affect the provision of the Contractual services,
- pay for services within the agreed deadlines.

## Article 6

The Provider confirms that it has familiarised itself with the subject of this Contract before submitting its Offer and signing this Contract and undertakes to:

- perform the services in compliance with all the applicable regulations of the Republic of Slovenia and the European Union governing the subject of this Contract and according to professional standards,
  - perform the services under this Contract in a professional and perfectly manner, at a high level of quality and in accordance with good business practices,
  - ensure the highest quality of services regardless of the time and location of their implementation,
  - perform the services in the most economical manner within the Contracting Authority's specifications,
  - use advanced information technologies and methods in the implementation of the services,
  - fulfil all foreseen obligations in due time and in the required manner,
  - notify the Contracting Authority in written form of any circumstances that could make the correct and high-quality provision of the services difficult or impossible,
  - notify the Contracting Authority in written form of any new circumstances that could affect the substance or time aspects of the provision of the services,
  - enable the Contracting Authority to conduct appropriate supervision,
  - observe and implement the Contracting Authority 's requests as defined in the Contract documentation pursuant to Article 1 of this Contract, comply with its Offer dated \_\_\_\_\_, on the basis of which the Provider was selected, and act in accordance with the provisions of this Contract for its entire duration,
  - offer training session for all users of the software tool (coders) and final exam, on which basis each coder receives a username and password, ensuring that only trained coders can use the tool,
  - offer coder test after the first year of the software's use to verify their reliability. This test shall include a personal analysis of each coder's classification,
  - prepare a system manual for each coder, and a coder handbook for classifying and labeling content which is potentially harmful to children and minors,
  - offer an online database of existing ratings done by coders,
  - offer technical, professional, and consulting support in using the tool for classifying and labeling content which is potentially harmful to children and minors,
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# AKOS

- offer access to key statistics and their export to the database,
- issue invoices for the services performed in accordance with the prices stated in its Offer following the completion of such services.

## Article 7

(1) If the Contracting Authority orders a service that in the Provider's opinion would be in contravention of regulations or cause disproportionate damage to the Contracting Authority or a third party, the Provider may decline to perform such a service, without infringing the terms of this Contract, if the Provider submits valid argumentation for such a refusal and prove the existence and present facts in support of its refusal. If the request does not allow for the professionally optimal provision of services or requires solutions contrary to professional rules, the Provider shall notify the Contracting Authority of this fact and propose a more suitable solution; however, if the Contracting Authority insists on its request, the Provider shall be obligated to fulfil its task according to the Contracting Authority's request.

(2) The Provider's unsubstantiated refusal to perform a requested task or a deviation from the requested method of implementation shall be deemed a breach of obligations assumed under this Contract, due to which the Contracting Authority may terminate this Contract, provided that the Contracting Authority has previously notified the Provider of the infringements in writing.

## Article 8

The Contracting Authority's requests and specifications shall be subject to change, amendment and supplementation by mutual arrangement during the term of the Contract, in which case the Provider shall not in any way be entitled to a reimbursement of any costs that modified requests may cause.

## COMPETENT AUTHORITIES

### Article 9

1) The administrator of the Contract for the Contracting Authority shall be Teja Antončič.

(2) The administrator of the Contract for the Provider \_\_\_\_\_, who shall also be responsible for the provision of services under this Contract.

## CONTRACT VALUE

### Article 10

(1) The Provider provides services under Article 1 of this contract at a price of \_\_\_\_\_ EUR, as indicated in the Provider's Offer No. \_\_\_\_\_.

(2) The Parties agree that this price shall include all of the Provider's costs. The price referred to in the previous paragraph shall include all duties, taxes and costs. The stated prices are DDP (Incoterms 2010).

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(3) The price shall be fixed for the entire duration of this Contract.

## TERMS OF PAYMENT

### Article 11

(1) The Provider shall issue invoices for services performed under this Contract to the Contracting Authority in accordance with the Offer price as follows:

- The Provider shall issue the first invoice for the first year immediately after signing the Contract
- The Provider shall issue an invoice for the second year of the use of information-based system that is subject to this Contract after the expiry of the first year of the actual use of the system.

(2) The date of the service provided is considered the last working day of the month covered by the invoice.

### Article 12

(1) The Contracting Authority shall pay each issued invoice previously confirmed by the Contracting Authority 's Contract Administrator within 30 days of the official date of receipt of the invoice into the following bank account of the Provider: IBAN \_\_\_\_\_ held at (name and BIC of the bank) \_\_\_\_\_.

(2) If the deadline for payment is non-working day, it is considered that the deadline for payment is the first subsequent working day.

*The Provider authorizes the Contracting Authority to carry out direct payments to subcontractors mentioned in the list of subcontractors in Article 4 of this Contract. The power is attached to and forming part of this Contract.*

*Direct payments to subcontractors will be made within the period referred to in the first paragraph of this article.*

### Article 13

In the event the Contracting Authority fails to pay the invoice in due time, the Provider shall be entitled to charge penalty interest for late payment from the due date to the date of payment of the invoice.

## PROVIDER'S WARRANTY OBLIGATIONS

### Article 14

(1) The Provider guarantees to provide high quality services in accordance with applicable regulations and standards and the requests specified by the Contracting Authority.

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(2) In the event the Provider fails to provide a specific service under this Contract, the Contracting Authority may order such services from other providers at the Provider's expense.

## **FORCE MAJEURE**

### Article 15

(1) Force majeure shall mean any unforeseen and unexpected event arising independently from the Parties' intentions that could not have been foreseen on the day of the conclusion of this Contract and which in any way affects the fulfilment of Contract obligations.

(2) The contracting party in whose hand is caused by force majeure, it shall notify the other contracting party in writing of the onset and termination of the force majeure, as well as provide credible evidence of the existence and duration of the force majeure within two days of onset and termination of the force majeure.

(3) Neither of the Parties shall be held responsible for failure to fulfil any of their obligations due to reasons beyond their control.

## **COPYRIGHT**

### Article 16

All material and other copyright of the Provider incurred in connection with the Contract shall remain the property of the Provider.

## **BUSINESS SECRET**

### Article 17

(1) The Parties agree that all data received through the implementation of this Contract shall constitute a business secret and undertake to duly protect such data and use it exclusively for the implementation of this Contract.

(2) The Contracting Authority also undertakes to protect all of the Provider's business information received under this Contract.

(3) The Provider undertakes not to publish or use in any manner the Contracting Authority's business secrets or confidential information to which the Provider was allowed access during or after the term of this Contract if such materials are designated as confidential or for internal use only, without obtaining prior explicit written approval from the Contracting authority.

(4) The Contracting Authority shall be entitled to hold the Provider responsible for the full sum of all damages incurred by the publication or use of the Contracting Authority's business secrets or confidential information.

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## **CONTRACTUAL PENALTY**

### Article 18

(1) In the event that the Provider fails to meet the time limit for the implementation of services for reasons that are not caused by the Contracting Authority and which cannot be reasonably justified, the Provider shall be obligated to pay 0.5% of the Contractual sum total for each day of the delay, up to a maximum of 10% of the sum total stated.

(2) If a delay or error during the implementation hinders the purpose of this Contractual relationship, the Contracting Authority shall be entitled to terminate this Contract and request damages.

## **DISPUTE RESOLUTION**

### Article 19

(1) In case of any dispute relating this Contract, the Contracting Parties shall seek a consensual solution.

(2) If such solution is not found, the dispute shall be resolved by the competent court in Ljubljana.

## **ANTI-CORRUPTION CLAUSE**

### Article 20

If it is determined that during the course of the public tender on the basis of which this Contract was signed or during the implementation of this Contract anyone acting in the name or for the benefit of the one of the Parties Offered, promised or awarded any undue advantage to a representative, authorised person or agent of the Contracting Authority or another public sector body or organisation in order to be awarded the Contract, receive special conditions or omit due supervision over the Contractual obligations, or any other action or omission incurring damage to any public sector body or organisation, or allowing undue benefits to any representative or agent of a public sector body or organisation, the other Party or its representative, authorised person or agent, this Contract shall be deemed null and void.

## **FINAL PROVISIONS**

### Article 21

Any changes to this Contract shall be made in the same, i.e. writing, and only rarely, but always with the consent of both parties, but they can not be in conflict with the provisions of ZJN-2 and OZ.

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#### Article 22

(1) This Contract shall enter into force on the date it is signed by the last of the two Parties and is valid for 2 years from the signing.

(2) The Contract may be changed or amended with a written annex agreed upon and signed by both Parties. If any of the provisions of this Contract is held to be invalid or later becomes so, the remaining provisions of this Contract shall not in any way be affected. An invalid provision shall be replaced with a valid provision that fulfils the intent of the provision rendered invalid as closely as possible.

#### Article 23

This Contract has been drawn up in three (3) identical copies, of which two (2) copies shall be handed to the Contracting Authority and one (1) to the Provider.

Date: \_\_\_\_\_  
PROVIDER  
Director

Date: \_\_\_\_\_  
AKOS  
Franc Dolenc  
Director

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TENDERER

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## DECLARATION

**This Declaration is an evidence of compliance with those conditions set out in point 12 of the Chapter II of this Instructions, for which the Contracting Authority has indicated that submission of this Declaration is sufficient.**

Tenderer shall circle as appropriate if he meets the condition or not.

No.	Under criminal and material responsibility we declare that:	Circle as appropriate	
1.	The Tenderer or its legal representatives in the case of legal persons have never been the subject of a conviction by final judgement of crimes listed in the first paragraph of Article 42 of the ZJN-2: acceptance of bribe during the election; fraud; abuse of a position of monopoly; false bankruptcy; defrauding creditors; commercial fraud; fraud affecting the European Union; deception in obtaining loan or advantages; fraud in securities trading; deception of purchasers; unauthorised use of another's mark or model; unauthorised use of another's patent or topography; forgery or destruction of business documents; disclosure and unauthorised acquisition of trade secrets; abuse of information system; abuse of insider information; abuse of financial instruments market; abuse of position or trust in business activity; prohibited acceptance of gifts; prohibited giving of gifts; counterfeiting money; fabrication and use of counterfeit stamps of value or securities; money laundering; abuse of non-cash means of payment; use of counterfeit non-cash means of payment; fabrication, acquisition and disposal of instruments of forgery; tax evasion; smuggling; disclosure of classified information; acceptance of bribes; giving bribes; accepting benefits for illegal intermediation; giving of gifts for illegal intervention; criminal association.	YES	NO
2.	The Tenderer is not on the day of submission of tenders disqualified from being awarded public contracts due to the inclusion in the record of Tenderers with negative references in accordance with Article 77.a of ZJN-2, Article 81.a of ZJNVETPS or Article 73 of ZJNPOV.	YES	NO
3.	The Tenderer has on the date of submission of the offer, in accordance with the regulations of the country in which he is established or regulations of the Contracting Authority no outstanding, unpaid obligations relating to the payment of social security contributions or in connection with the payment of taxes in the amount of 50 euros or more.	YES	NO



# AKOS

4.	The Tenderer does not appear in the register of business entities under article 35 of the Law on the Integrity and Prevention of Corruption Act (Official Gazette of RS, No. 69/2011-UPB2) or that of the records that officer of the Contracting Authority or member of his family is not a member of management or/and not, directly or through other persons in more than 5% involved in the founding rights, governance and equity.	YES	NO
5.	The Tenderer has a valid registration to do business, which is the subject of this procedure pursuant to the regulations of the Member State of his establishment.	YES	NO
6.	The system will be fully compliant with the requirements of the Contracting Authority as defined in the Technical specifications of the contract documents.	YES	NO

Tenderer shall complete:

- A. The activity can be done on the basis of entry in the Court or Business Register, under entry number \_\_\_\_\_ or based on the entry in the Tax Office of the Republic of Slovenia unit in \_\_\_\_\_, number \_\_\_\_\_ or an entry in the register \_\_\_\_\_ number \_\_\_\_\_ in accordance with the law of the country.
- B. To carry out activities covered by this contract, we have on the basis of \_\_\_\_\_ (law) obtain an authorization, number \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_.
- We are members of the following organizations: \_\_\_\_\_ (write only if the economic operator must conduct its business for the member of a particular organization, chambers of commerce, associations, etc. ..).
- C. To carry out activities covered by this contract we do not need special permission and can perform activity on the basis of entry in the Court or Business Register or based on the entry in the Tax Office of the Republic of Slovenia.

Under criminal and material responsibility we declare that all the above information is true and accurate.

This Declaration is an integral part of the tender, which we are applying for a Public Contract "CHOICE OF TENDERER TO DELIVER IT-BASED SYSTEM FOR CLASSIFYING AND LABELING CONTENT WHICH IS POTENTIALLY HARMFUL TO CHILDREN AND MINORS IN LINEAR AND NON-LINEAR AUDIOVISUAL MEDIA SERVICES".

Public Contract was published on the procurement portal, publication date ....., publication number .....

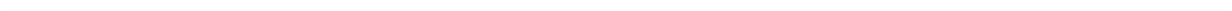
Date: \_\_\_\_\_

Stamp and signature  
\_\_\_\_\_



FORM 5

Authorization for the acquisition of personal data (must be submitted only in case the Tenderer is established in Slovenia)





TENDERER

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### PROJECT TEAM LIST

Team members (including the project manager) who will carry out the project or be responsible for its implementation:

No.	Position	Name	Education
1.	Project manager		
2.	Team member		
3.	Team member		

*If needed, the lines can be multiplied.*

Date: \_\_\_\_\_

Stamp and signature

\_\_\_\_\_



AKOS

FORM 7

TENDERER

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**A DECLARATION WITH THE EUROPEAN COUNTRY WHERE THE PROVIDER'S SOFTWARE TOOL HAS BEEN IN USE FOR AT LEAST 5 (FIVE) YEARS, AND AN EXAMPLE OF AN ONLINE QUESTIONNAIRE**

Under criminal and material responsibility we declare that our software tool for classifying and labeling content which is potentially harmful to children and minors has been in use for at least 5 (five) years by a national regulator in the field of audiovisual media services, or as a self-regulatory or co-regulatory measure in the field of protecting children and minors from potentially harmful content within the audio-visual sector in \_\_\_\_\_  
(list the European country).

As the evidence we attach an example of an online questionnaire which has been used in that country for classifying and labeling content which is potentially harmful to children and minors in linear and non-linear media services.

This Declaration is an integral part of the tender, which we are applying for a Public Contract "CHOICE OF TENDERER TO DELIVER IT-BASED SYSTEM FOR CLASSIFYING AND LABELING CONTENT WHICH IS POTENTIALLY HARMFUL TO CHILDREN AND MINORS IN LINEAR AND NON-LINEAR AUDIOVISUAL MEDIA SERVICES".

Public Contract was published on the procurement portal, publication date .....,  
publication number .....

Date: \_\_\_\_\_

Stamp and signature

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TENDERER

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### REFERENCES

Evidence, that the tenderer has worked in the past 5 (five) years as a project leader or partner on at least 1 (one) project of establishing an IT-based system for classifying and labeling content which is potentially harmful to children and minors in linear and non-linear media services in a country which is not the Provider's country of origin, including a modification of the system to meet the provisions of that country's legislation.

*Fill in the form with information on related projects in accordance with with section 12.3.3. II. section of this contract documentation.*

<b>Project title</b>	
<b>Contracting Authority</b>	
<b>Country in which the project was implemented</b>	
<b>The duration of the project (the exact date of its commencement and conclusion)</b>	
<b>The Contracting Authority's contact person and their e-mail address or phone number</b>	

*If needed, the form can be multiplied.*

Date: \_\_\_\_\_

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# AKOS

FORM 9

TENDERER

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### A LIST OF REFERENCE ACADEMIC LITERATURE AND SCIENTIFIC STUDIES

The Tenderer has expertise and experience based on scientific research of the effects of audiovisual content on children and minors, which is proved by the list of reference academic literature and scientific studies on media, upbringing, education, or child psychology and development, which were used in developing the IT-based system for classifying and labeling content which is potentially harmful to children and minors in linear and non-linear media services.

No.	Author	Title	Date of publication
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

*If needed, the lines can be multiplied.*

Date: \_\_\_\_\_

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AKOS

FORM 10

TENDERER

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**A DECLARATION WITH THE AMOUNT OF THE CONTENT ALREADY CLASSIFIED  
FOR THIS PURPOSE BY TRAINED USERS OR CODERS**

Under criminal and material responsibility we declare that our software tool for classifying and labeling content which is potentially harmful to children and minors comprises a large database of content already classified for this purpose by trained users or coders. At the moment the database contains \_\_\_\_\_ existing ratings.

This Declaration is an integral part of the tender, which we are applying for a Public Contract "CHOICE OF TENDERER TO DELIVER IT-BASED SYSTEM FOR CLASSIFYING AND LABELING CONTENT WHICH IS POTENTIALLY HARMFUL TO CHILDREN AND MINORS IN LINEAR AND NON-LINEAR AUDIOVISUAL MEDIA SERVICES".

Public Contract was published on the procurement portal, publication date .....,  
publication number .....

Date: \_\_\_\_\_

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AKOS

FORM 11

TENDERER

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**A SUMMARY OF THE STUDY SHOWING THE RELIABILITY OF THE PROVIDER'S SYSTEM AND INFORMATION ON WHO CONDUCTED THE STUDY**

Under criminal and material responsibility we declare that our software tool for classifying and labeling content which is potentially harmful to children and minors is reliable and consistent, i.e. designed in such a way that various trained users (coders) arrive at the same result in evaluating the same content.

As the evidence we attach a summary of the study showing the reliability of our system, as well as information on who conducted the study.

This Declaration is an integral part of the tender, which we are applying for a Public Contract "CHOICE OF TENDERER TO DELIVER IT-BASED SYSTEM FOR CLASSIFYING AND LABELING CONTENT WHICH IS POTENTIALLY HARMFUL TO CHILDREN AND MINORS IN LINEAR AND NON-LINEAR AUDIOVISUAL MEDIA SERVICES".

Public Contract was published on the procurement portal, publication date ....., publication number .....

Date: \_\_\_\_\_

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## TECHNICAL SPECIFICATIONS

The Provider must provide the Customer with system-hosting on its server, as well as allow the Customer full control over the system and the online software tool to bring it in compliance Slovenian legislation on the protection of children and minors against potentially harmful content. The Customer, as well as Slovenian providers of audiovisual media services must be allowed to use the system for classifying and labeling content which is potentially harmful to children and minors over a web interface.

Upon the conclusion of this agreement, adaptation of the system and the online software tool to bring it in compliance with Slovenian legislation shall be undertaken in collaboration between the Provider and the Customer, wherein the Provider must offer the Customer all professional and technical support, as well as training on its use. The Customer provides translations, the costs of which are not included in the price.

IT-Based System for Classifying and Labeling Content Which Is Potentially Harmful to Children and Minors must include scientifically-based in-depth online questionnaire. On the basis of the online questionnaire, the coders determine whether or not and to what extent each item of content being classified contains elements that are potentially harmful to children and minors. The online questionnaire must be designed so that the answer to every question directly influences a decision on age rating, and on the basis of all the answers the system sets the final age rating and level of protection for the content. The process must be computerized and objective, and must ensure the greatest possible level of reliability, which means that different coders must arrive at the same results when evaluating the same content.

Elements which are potentially harmful to children and minors are defined in the General legal act on the protection of children and minors in television programmes and audiovisual media services on demand (Official Gazette of the RS, no. 84/2013), and are as follows:

- violence,
- reckless behavior,
- horrifying content,
- tobacco products, drugs, alcohol, and other harmful substances,
- inappropriate language,
- nudity,
- sex,
- discrimination.

Based on coder's responses regarding the frequency, intensity, context, etc. of these elements, the Provider's system must determine whether the programming content is harmless for all users, or whether it should be appropriately labeled and scheduled at an appropriate time or protected with technical protection. When setting the age limit, the provider's system must also specify which of the potentially harmful elements constitute the reason for the restriction.

Programming content which could harm the development of children and minors is classified in one of the following categories:

- appropriate for all children with parental guidance (PG);
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# AKOS

- inappropriate for children under 12;
- inappropriate for children under 15;
- inappropriate for children and minors under 18.

In addition to programming content which could harm the development of children and minors, the system must, based on the coder's responses, also identify programming content that could seriously harm the development of children and minors. Such content includes depictions of gratuitous violence and pornography.

The program must have a user-friendly web user interface and a questionnaire for entering data necessary for classifying programming content that could harm children and minors, as well as an online database of all already classified content. The Customer must have the ability to modify the web interface to match its visual identity (company brand).

The Provider must ensure that the questionnaire for classifying and labeling programming content potentially harmful to children and minors will be publicly available and transparent, however its use for classifying the programming content must be suitably restricted and only allowed to authorized and qualified coders. Each qualified coder shall receive a unique username and password. In addition to the Customer's employees, coders will also comprise employees of Slovenian audiovisual media services providers, who will also attend training and testing, and classify the programming content on behalf of their organization.

The price must cover the training of all coders who will be using the system, as well as the final exam, after which users will be awarded the right to use the system (manuals, username and password). The price must also cover the obligatory testing of coders after the first year of the system's use to verify their reliability and qualification. The testing must also comprise an analysis of each coder's responses.

The price must also cover any potential improvements and upgrades to the tool or service.

The Provider must inform the Customer as soon as possible about any technical issues in the program's functioning, as well as respond to reports about technical issues with the program (within 3 hours of receiving the report on a work day).

The Provider must provide the Customer with access to key statistics and allow their export to the databases for the purpose of conducting analyses.

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