

TENDER DOCUMENTS

to the contract awarded pursuant to Act No. 343/2015 Coll. on Public Procurement and on Amendments and Supplements to Certain Acts, as amended (hereinafter referred to as the "Act on Public Procurement")

Subject of the contract:	Operational Evaluation of Interact Programme IV
Procedure:	§ 110 of the Public Procurement Act - normal procedure for under-limited contracts
Contract on:	Services
Internal number:	11254/2024/VO

Person responsible for the preparation of the tender documents and the administration of the contract:

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Ing. Katarína Vančová
Public Procurement Officer, BSGR Office

Tender documents approved by:
In Bratislava, date

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Mgr. Veronika Václaviková
Head of Public Procurement, BSGR Office

Useful links:	Bratislavský samosprávny kraj Vestník verejného obstarávania Úradný vestník EÚ Zákon č. 343/2015 Z.z. o verejnom obstarávaní
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A.1 Contract information and instructions to candidates and tenderers

1. Identification of the contracting authority

Ordering Party: Bratislavský samosprávny kraj
Registered office: Sabinovská 16, 820 05 Bratislava
Country: Slovakia
Company ID No: 36063606
Website: <https://bratislavskykraj.sk>
Link to the profile: <https://www.uvo.gov.sk/vyhľadavanie-profilov/detail/2750>

The contracting authority pursuant to § 7(1)(c) of the Public Procurement Act.

Considering that the contracting authority carries out public procurement through an electronic platform using the Electronic Public Procurement Information System (hereinafter referred to as "EVO"), the contracting authority recommends that the interested party and the tenderer follow the User's Guide for the EVO system published at <https://www.isepvo.sk/dokumentacia/>.

2. Subject of the contract

2.1 Subject of the contract: „Operational Evaluation of Interact Programme IV“

2.2 Classification of the subject of the contract according to the Common Procurement Vocabulary (CPV):

The main subject: 79313000-1 Performance evaluation

72225000-8 Evaluation and reassessment of the quality assurance system

3. Brief description of the subject of the contract:

3.1 The subject of the contract is the provision of an operational evaluation of the Interact Programme IV for the programming period 2021-2027, including an evaluation of the communication strategy in accordance with the relevant provisions of Regulation (EC) No 2021/1059 of the European Parliament and of the Council, in particular Articles 35 and 36 and of Commission Staff Working Document (SWD (2021) 198)*).

3.2 A detailed description of the subject matter of the contract is set out in Annex no. 1 to these tender documents and the conditions of the contract set out in Annex no. 3 to these tender documents.

4. Estimated Contract Value

4.1 The Estimated Contract Value is € 63 000,00 excl. VAT.

5. Subject of the contract division

5.1 The subject of the contract is not divided into lots.

6. Place and date of the subject of the contract performance

6.1 Place of the subject of the contract performance: Bratislavský samosprávny kraj, Sabinovská 12, 820 05 Bratislava

6.2 The terms and conditions of performance are set out in detail in the description of the subject of the contract and in the terms and conditions of the contract.

7. Source of funds

7.1 The subject of the contract will be financed by the European Union.

The method and conditions of invoicing are further specified Conditions of the Contract.

8. Variant solutions

8.1 Tenderers are not permitted to submit a variant solution in relation to the required subject of the contract, nor does the Contracting Authority require a variant solution.

8.2 If the tender includes a variation, the variation will not be included in the evaluation of tenders and will be considered as if it had not been submitted.

* *Inforegio - Performance, monitoring and evaluation of the European Regional Development Fund, the Cohesion Fund and the Just Transition Fund in 2021-2027*

9. Binding period of the tender

- 9.1 The tenderer shall be bound by his tender during the binding period of the tender. The time limit for the submission of tenders shall run from the expiry of the time limit for the submission of tenders until the expiry of the commitment period for the submission of tenders set by the contracting authority.
- 9.2 The tenderer is bound by his offer until 31.12.2024.

10. Site tour

- 10.1 Not required.

11. Currency and prices quoted

- 11.1 The contracting authority requires to determine the price for the requested subject of the contract by agreement of the contracting parties in accordance with Act No. 18/1996 Coll. on prices, as amended, in conjunction with Decree of the Ministry of Finance of the Slovak Republic No. 87/1996 Coll., implementing Act No. 18/1996 Coll. on prices, as amended.
- 11.2 The price must include all economically justifiable costs and a reasonable profit pursuant to § 2 and § 3 of Act No. 18/1996 Coll. on prices, as amended, and § 3 of Decree No. 87/1996 Coll. on prices, as amended. The price shall also include value added tax, relevant excise duty and, in the case of imported goods, customs duties and other payments levied in the context of the application of non-tariff measures provided for by special regulations.
- 11.3 The price shall be set in euro (including any other surcharges or fees) and shall be mathematically **rounded to two decimal places**.
- 11.4 The price must be quoted in EUR excl. VAT, the amount of VAT in EUR and the total price incl. VAT expressed in EUR.
- 11.5 If the tenderer is not subject to VAT, it shall indicate this in Annex no. 2 to these tender documents - 'Proposal for fulfilling the criterion'.
- 11.6 The determination of the price and the method of determining it shall be clear and understandable.
- 11.7 The tenderer shall submit its proposal for the fulfilment of the criterion, which is attached as Annex no. 2 to these tender documents.

12. Communication

- 12.1 Communication and exchange of information (hereinafter referred to as "communication") between the contracting authority and the candidates/tenderers shall be carried out in a manner and by means that ensure the completeness of the data and content contained in the tender and guarantee the protection of confidential and personal data contained in these documents.
- 12.2 Pursuant to § 20(1), first sentence of the Public Procurement Act, communication and exchange of information in public procurement shall be made in writing by electronic means, unless provided otherwise in this Act.
- 12.3 The contracting authority shall carry out the procurement (including electronic communication) through an electronic platform using IS EVO.
- 12.4 The condition for successful communication in IS EVO is that the tenderer has the appropriate technical and professional prerequisites - technical equipment and professional knowledge of IS EVO. The necessary technical equipment and requirements for the use of IS EVO are defined in the current manuals and video guides.
- 12.5 Communications made by the candidate/candidate in a manner other than via the IS EVO will not be taken into account by the contracting authority or will be taken into account only to the extent that the contracting authority immediately notifies the economic entity by e-mail of the need to communicate via the IS EVO (provided that the economic entity provides an e-mail address).

13. Explanation

- 13.1 The contracting authority shall promptly provide an explanation of the information given in the Call for Tenders, the tender documents or other accompanying documentation to the candidates, but not later than three working days before the expiry of the time limit for the submission of tenders, provided that the candidate requests the explanation sufficiently in advance.

14. Tender preparation

- 14.1 The tender must be in electronic format.

- 14.2 All documents and documents of the tender (these are the documents required under clause 15 of the tender documents "Content of the tender") shall be drawn up electronically and sent via IS EVO. In case of submission of a paper-based tender, the tenderer will not fulfil the tender submission requirement as regards the communication format and the specified method and will be excluded in accordance with § 49(4) of the Public Procurement Act.
- 14.3 All documents to be sent through IS EVO shall be sent as a copy of the document including a copy in electronic form. The existence of the original, or authenticated documents sent via IS EVO shall be confirmed by a cover letter (see current manuals and video guides for working with IS EVO), containing a list of valid documents and documents sent, signed by a person authorised to sign for the candidate/bidder in accordance with the authorisation to sign for the candidate/bidder or by a person authorised by the latter, in the case of a mandate, the submission of a power of attorney is also required, which clearly and unquestionably shows that the person who signed the covering letter on behalf of the tenderer/applicant has been authorised by the person(s) empowered to execute such a power of attorney. The contracting authority may, at any time during the tendering procedure, request the tenderer to produce the original of the relevant document, an officially certified copy of the original of the relevant document or a certified conversion if it has doubts as to the authenticity of the document submitted or if this is necessary to ensure the proper conduct of the tendering procedure.
- 14.4 The tender and other documents in the public procurement must be submitted in the state language, i.e. in Slovak, Czech or English. If the documents or papers are in a language other than Slovak, Czech or English, they must be submitted together with their official translation into the official language, i.e. Slovak. If there is a difference in their content, the official translation into the official language, i.e. Slovak, shall prevail.
- 14.5 **If the tenderer has not drawn up the tender himself, he shall indicate in the tender the person whose services or documents he has used in drawing up the tender.** The information referred to in the first sentence shall be given by the tenderer in the form of the name and surname, business name or business name, address of residence, registered office or place of business and identification number, if any, allocated to the tenderer.

15. Content of the offer

The tenderer's tender must contain the following documents:

- 15.1 **Identification data of the tenderer** within the scope of Table 1 of Annex no. 2 of these tender documents:
- business name,
 - registered office,
 - statutory body,
 - where appropriate, the person authorised to sign the tender,
 - Company ID No,
 - TAX ID No,
 - VAT ID No,
 - bank account, IBAN,
 - classification of the economic entity according to the size of the company,
 - contact person for communication, e-mail address, telephone number.
- 15.2 **Proposal for fulfilling the criterion** according to Annex no.2 of these tender documents;
- 15.3 **Documents and supporting documents** to demonstrate compliance with the conditions of participation set out in the Call for Tenders and in Annex no. 4 to these Tender Documents;
- 15.4 **List of confidential information** as set out in Annex no. 5 to these Tender Documents;
- 15.5 **Affidavits** as per Annex no. 6 of these Tender Documents (Note: a draft contract shall not be submitted with the tender);
- 15.6 If the tenderer is a member of a group of contractors participating in the procurement, the tenderer shall submit an affidavit and a power of attorney - completed forms in accordance with Annex no. 6 of these tender documents - "**Affidavit of the formation of a group of contractors**" and "**Power of attorney for a member of a group of contractors**";
- 15.7 Details of the person whose services or documents have been used by the tenderer in the preparation of the tender pursuant to clause 14.5 of these tender documents, if the tenderer has not prepared the tender itself;
- 15.8 Any documents resulting from clarifications and additions to the tender documents provided by the contracting authority.

16. Tender guarantee

16.1 A tender guarantee is not required.

17. Cost of the tender

17.1 All costs associated with the preparation and submission of the tender shall be the sole expense of the tenderer. The contracting authority shall not be liable for, and shall not reimburse, any expenses or losses of any kind incurred by the tenderer in connection with the preparation of the tender.

17.2 Tenders received by the contracting authority through the IS EVO and submitted within the deadline for submission of tenders shall become part of the tender documentation.

18. Submission of tenders

18.1 A tender may be submitted by an economic entity who is a natural person, a legal person or a group of such persons providing services on the market.

18.2 Group of contractors does not need to establish a specific legal form in order to participate in the procurement, but it must designate a leader of the group. All members of such a group formed to supply the subject matter of the contract shall be required to grant a power of attorney to one of the members of the group to act on behalf of all members of the group and to accept instructions in this procurement, and to act on behalf of the group in the event of acceptance of their tender, signing of the contract and communication in the process of performance of the contract.

18.3 **In the event of acceptance of a tender from a group of contractors**, the group shall be required, before signing the contract, to conclude and submit to the contracting authority a contract which clearly sets out their mutual rights and obligations, who will participate in what part of the performance of the contract, as well as the fact that all members of the group are jointly and severally liable for the obligations towards the contracting authority.

18.4 § 49(1)(a) of the Public Procurement Act will be followed for submission of tenders.

18.5 The tenderer shall prepare and submit the tender **only electronically, via IS EVO**.

18.6 A tenderer may submit only one tender. If a tenderer submits more than one tender within the time limit for the submission of tenders, the contracting authority or contracting entity shall take into account only the last tender submitted and shall treat the other tenders in the same way as tenders submitted after the time limit for the submission of tenders.

19. Place and time limit for submission of tenders

19.1 The tender must be delivered within the deadline for submission of tenders and electronically, via IS EVO.

19.2 The deadline for submission of tenders is specified in the Call for Tenders.

19.3 Encryption of the tender is not required. In case the tenderer encrypts the Tender with a password, the Bidder shall deliver the password to decrypt the tender in the IS EVO system following the procedure as per the Tenderer Guide freely available at <https://www.isepvo.sk/dokumentacia/>

20. Addition, modification and withdrawal of the tender

20.1 The tenderer may subsequently supplement, amend or withdraw the submitted tender until the expiry of the deadline for the submission of tenders.

20.2 Amendments and changes to the tender may be made by withdrawing the original tender. The supplemented, amended or otherwise modified tender must be submitted electronically via IS EVO within the deadline for submission of tenders.

20.3 For supplementing or modifying the electronic tender, the current applicable manuals and video instructions, freely available at <https://www.isepvo.sk/dokumentacia/>, are binding and determinative and should be consulted.

21. Opening/accessibility of tenders

21.1 The opening/access to tenders shall be carried out by a committee in accordance with § 52 of the Public Procurement Act.

- 21.2 Tenders shall be submitted by electronic means in accordance with § 20 of the Public Procurement Act, and enabling participation in the tender opening. It shall be understood as making them available through the functionality of the electronic means to all tenderers who have submitted a tender by the designated mode of communication.
- 21.3 The opening/access to tenders shall take place at the time specified in the Call for Tenders.
- 21.4 The contracting authority has decided to make use of the "On-line" tender opening functionality in the IS EVO, i.e. automatic creation and dispatch of the minutes of the tender opening to all the members of the committee and the tenderers who have submitted their tenders within the deadline for submission.
- 21.5 The contracting authority has set up structured criteria in relation to the "on-line" access to tenders, the tenderer must fill them in the IS EVO when submitting the tender.

22. Evaluation of compliance with the conditions of participation and evaluation of tenders

- 22.1 The evaluation of tenders in terms of compliance with the requirements for the subject of the contract and the evaluation of compliance with the conditions of participation shall take place after the evaluation of the tenders on the basis of the evaluation criterion, and only in the case of the tenderer ranked first in the order of the evaluation criterion for the evaluation of tenders.
- 22.2 The criteria for evaluating tenders and the rules for their application are set out in Annex no. 2 to these tender documents.
- 22.3 In evaluating tenders, the Commission will proceed in accordance with § 53 of the Public Procurement Act.
- 22.4 The contracting authority shall evaluate the fulfilment of the conditions of participation in accordance with § 40 of the Public Procurement Act.
- 22.5 Electronic auction shall not be used.

23. Contract and its conclusion

- 23.1 The contracting authority shall conclude the Contract specified in Annex 3 of the tender documents with one tenderer.
- 23.2 The successful tenderer is obliged to provide the contracting authority with the proper cooperation necessary for the conclusion of the contract so that it can be concluded within 10 working days from the date of expiry of the time limit pursuant to § 56(2) to (4) of the Public Procurement Act, if they have been invited in writing to conclude the contract.
- 23.3 The contracting authority shall require the successful tenderer, as part of the cooperation required for the conclusion of the contract, to submit:
 - 23.3.1 a draft contract in accordance with Annex no. 3 to these tender documents, signed by the tenderer, its statutory body or a member of the statutory body or another representative of the tenderer who is authorised to act on behalf of the tenderer in binding relations, **processed without changes**. The draft contract must be completed with all the particulars for the contractor, including the completed annexes.
 - 23.3.2 details of all known subcontractors, details of the person authorised to act on behalf of the subcontractor in the scope of name and surname, residence address, date of birth in accordance with the Public Procurement Act and the proportion of subcontracts. Each such subcontractor must fulfil the conditions of participation relating to personal capacity pursuant to § 32(1)(e) and (f) of the Public Procurement Act and the absence of grounds for exclusion pursuant to § 40(6)(f) of the Public Procurement Act; the authorisation to supply goods, to carry out works or to provide a service shall be demonstrated in relation to the part of the subject of the contract or concession which the subcontractor is to perform.
 - 23.3.3 in the case of a group of contractors, a contract evidencing the establishment of legal relations between the members of the group of contractors (within the meaning of point 18.3 of these tender documents).
 - 23.3.4 an affidavit in accordance with Annex no.7 to these tender documents that neither the successful tenderer nor any subcontractor of the successful tenderer is an economic entity subject to international sanctions on the basis of a relevant legal provision imposing an international sanction on the economic entity concerned (e.g. a decision of the UN Security Council or a legally binding act of the EU - a Regulation of the Council of the EU);
- 23.4 The contract will be concluded in accordance with § 56 of the Public Procurement Act.

24. Information/notification on the result of the evaluation of tenders

24.1 The Contracting Authority shall proceed in accordance with § 55 of the Public Procurement Act.

25. Confidentiality of the procurement process.

25.1 The contracting authority shall preserve the confidentiality of information marked as confidential provided by the tenderer or candidate; for this purpose, the tenderer or candidate shall indicate which facts are considered to be confidential.

25.2 For the purposes of this Act, only trade secrets, technical solutions and designs, manuals, drawings, project documentation, models, the method of calculating unit prices and, if no unit prices are quoted but only the price, the method of calculating the price and designs may be designated as confidential information.

25.3 The provisions of clause 25.1 are without prejudice to the provisions of this Public Procurement Act imposing an obligation on the contracting authority to notify or send documents and other notices to Public Procurement Office (hereinafter referred to as ÚVO), as well as the provisions imposing an obligation on the contracting authority and ÚVO to publish documents and other notices pursuant to this Public Procurement Act, and the provisions imposing an obligation on the entity of the electronic means through which the procurement is carried out to make available documents and information relating to the procurement, as well as the obligations to publish contracts pursuant to a special regulation.

25.4 **The contracting authority considers that by submitting a tender, the tenderer is responsible for securing the consent of all other persons concerned (subcontractors, persons providing capacities to the tenderer, key experts) to the processing of personal data contained in the submitted tender in accordance with Act No. 18/2018 Coll. on the Protection of Personal Data and on Amendments and Additions to Certain Acts, as amended.**

25.5 The Tenderer whose tender is accepted and with whom the contract is awarded (hereinafter referred to as the "contractor"), any other contractor with whom the contractor is or will be affiliated or to whom the contractor is or will be affiliated (hereinafter referred to as the "affiliate"), its subcontractors, including their employees, shall be bound to observe confidentiality in relation to facts discovered in the course of the performance of the contract or relating to the subject of the contract. All documents received by the contractor from the contracting authority or produced by the contractor or the associated undertaking, including their employees, in accordance with the requirements of the contracting authority and in accordance with the concluded contract, shall be confidential and may not be used without the prior consent of the contracting authority.

25.6 The tenderer undertakes to respect the Code of Ethics <https://www.uvo.gov.sk/zaujemeucahadzac/eticky-kodex-zaujemcu-uchadzaca>, which is published on the website of the Public Procurement Office. Violation of the Code of Ethics is a serious breach of professional obligations and will be considered by the contracting authority as an attempt to unduly influence the procurement process. For such conduct, the tenderer or candidate shall be excluded from the public procurement procedure in accordance with Article 40(6)(d) and (8)(c) of the Public Procurement Act.

26. Conflict of interest

26.1 The contracting authority shall ensure that there is no conflict of interest in this public procurement which may distort or restrict competition or infringe the principle of transparency and the principle of equal treatment.

26.2 Conflicts of interest include, in particular, situations where an interested party who may influence the outcome or conduct of the procurement (including a person without the need to be formally involved in the conduct of the procurement) has a direct or indirect financial interest, economic interest or other personal interest that may be considered to compromise his or her impartiality and independence in relation to the public procurement.

26.3 In particular, an interested party is a person who has been involved in the preparation and implementation of the procurement, or another person who provides the contracting authority with a procurement support activity and who is involved in the preparation and implementation of the procurement, or a decision-maker who can influence the outcome of the procurement without necessarily having been involved in its preparation or implementation.

26.4 The contracting authority shall ensure that the potential for conflicts of interest is assessed at all stages of this public procurement process.

- 26.5 As part of the measures pursuant to the preceding clause, the contracting authority shall require the candidate, tenderer, or member of a group of contractors, subcontractor to proceed at all stages of the public procurement process in such a way as to avoid conflicts of interest in a manner confirmed in accordance with Annex no. 6 to these tender documents.
- 26.6 The tenderer/candidate/subcontractor is obliged to inform the contracting authority in writing as soon as it becomes aware of a conflict of interest or the possibility of a conflict of interest.
- 26.7 The contracting authority shall take appropriate measures and remedy where it identifies a conflict of interest. Measures pursuant to the first sentence shall include, in particular, the exclusion of the person concerned from the preparation or implementation of the public procurement process or the modification of his/her duties and responsibilities in order to prevent the continuation of the conflict of interest. If it is impossible to eliminate the conflict of interest by other effective measures, the contracting authority shall, in accordance with § 40(6)(f) of the Public Procurement Act, exclude the tenderer from that procurement.

27. Subcontractors

- 27.1 The tenderer is also entitled to perform the contract through a subcontractor, whereby the tenderer shall be liable, without limitation, for the professional care exercised in the selection of the subcontractor as well as for the services performed and provided on the basis of the subcontract.
- 27.2 Before signing the contract, the contracting authority shall require the successful tenderer to submit details of all known subcontractors, details of the person authorised to act for the subcontractor in the scope of name and surname, address of residence, date of birth in accordance with the law and the proportion of subcontracts. Each such subcontractor must fulfil the conditions of participation relating to personal capacity pursuant to § 32(1)(e) and (f) of the Public Procurement Act and the absence of grounds for exclusion pursuant to § 40(6)(f) of the Public Procurement Act; the authorisation to supply goods, to carry out works or to provide a service shall be demonstrated in relation to the part of the subject of the contract or concession which the subcontractor is to perform.

Annexes to the tender documents:
Annex no. 1 – Terms of Reference
Annex no. 2 – Tender Evaluation Criteria
Annex no. 3 – Conditions of the Contract
Annex no. 4 – Terms and Conditions for participation
Annex no. 5 – List of confidential information
Annex no. 6 – Declarations
Annex no. 7 – Affidavit that the tenderer and its subcontractors are not subject to international sanctions

Facts relating to the procurement procedure not covered by the tender documents shall be governed by the relevant provisions of the Public Procurement Act.