

# **Tender Documentation**

for an above-the-threshold public contract  
awarded within open procedure pursuant to Act No. 137/2006 Coll. on Public Contracts  
under the name:

**“INTERNATIONAL AUDIT OF RESEARCH, DEVELOPMENT  
AND INNOVATIONS IN THE CZECH REPUBLIC”**

## **Contracting Authority**

**Czech Republic – Ministry of Education, Youth and Sports**

**Karmelitská 7, 118 12 Prague 1**

**ID 00022985**

## **Content of the Tender Documentation**

1. Contracting authority
2. Definition of the Subject Matter of the Public Contract
3. Requirements for Proving Qualification Criteria
4. Requirements for the Single Method to be Used for Calculating the Bidding Price and Payment Conditions
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1. Cover Sheet

This tender documentation is the underlying document for drawing up and submitting bids by tenderers for an above-the-threshold public contract within open procedure under Section 27 of Act No. 137/2006 Coll. on Public Contracts (hereinafter referred to as the “Act”). All and any legal relations arising from awarding and implementing this public contract shall be governed by the law of the Czech Republic.

The Public Contract notice was published in the Information System on Public Contracts (Informační systém o veřejných zakázkách) on 15<sup>th</sup> June 2009, contract reference number VZ 60032422.

All rights and obligations of tenderers and the contracting authority which are not laid down herein shall be governed by the said Act.

## **1. CONTRACTING AUTHORITY**

### **1.1. Basic Data:**

Name : Czech Republic – Ministry of Education, Youth and Sports  
Seat : Karmelitská 7, 118 12 Prague 1  
ID : 00022985

### **1.2. Person Authorised to Act on Behalf of the Contracting Authority**

The person authorised to act on behalf of the contracting authority is Prof. Ing. Vlastimil Růžička, CSc, Deputy Minister.

### **1.3. Contact Person of the Contracting Authority**

The contact persons for the contracting authority are  
Prof. Ing. Jitka Moravcová, CSc.  
e-mail: jitka.moravcova@msmt.cz  
PhDr. Kateřina Pösingerová, CSc.  
e-mail: katerina.posingerova@msmt.cz

## **2. DEFINITION OF THE PUBLIC CONTRACT**

### **2.1. Subject Matter of the Public Contract**

The subject matter of the public contract shall be the audit of research, development and innovations in the Czech Republic (hereinafter referred to as the “*International Audit*”) which is part of the project of the contracting authority – *International Audit of Research, Development and Innovations in the Czech Republic and Implementation of Its Conclusions into Strategic Documents*. The objective of the project is to create an effective system supporting research, development and innovations in the Czech Republic (hereinafter referred to as “R&D&I”) which will establish an environment for the activities of research and enhance the position of the Czech Republic within international research. Another aim is to optimise strategic documents such as “Reform of the R&D&I System in the Czech Republic” and “National Policy of R&D&I in the Czech Republic between 2009 and 2015”. The objective is also to establish tools supporting the better use of research and development findings for the benefit of practical applications (innovations). The overall output of the project *International Audit of Research, Development and Innovations in the Czech Republic and Implementation of Its Conclusions into Strategic Documents* will be an Audit Report,



recommendations for the supreme authorities of state administration, and proposals for legislative amendments.

#### 2.1.1. Specification of the Subject Matter of the Public Contract.

The subject matter of the public contract is to develop an external and independent evaluation of the current R&D&I system in the Czech Republic as well as of the system established by *Reform of the R&D&I in the Czech Republic* (Government Resolution No. 287 of 26 March 2008) by means of authoritative and objective views of international experts which cannot be challenged. The evaluation of the results of R&D&I in the Czech Republic and their comparison with the level of R&D&I in other European countries will also be included in the audit. Conclusions of the *International Audit* will be used in the implementing part of the project of the contracting authority to adjust *Reform of the R&D&I System in the Czech Republic*, to update the *National Policy of R&D&I in the Czech Republic between 2009 and 2015*, and to adjust the *Guidelines for Evaluating R&D Results* with the aim of enhancing the efficiency of public support and creating stimulating conditions for researchers and students on doctoral study programmes. Conclusions and recommendations resulting from the audit will be elaborated in full detail by a team of experts and a mirror commission, including proposals necessary to amend relevant legal regulations.

In fulfilling the public contract the supplier will be working with a partner who will be selected through a tender published by the contracting authority. The costs of the partner will be borne by the contracting authority. The partner will provide the supplier with organisational, informational, and technical support.

1. Organisational support will include, in particular, the following:
  - negotiating contacts of the supplier with experts and institutions in the Czech Republic; and
  - organising meetings (the expected scope is 9 to 12 meetings), round tables and panel discussions held in the Czech Republic if these are part of information collection required for the audit.
2. Informational support will include, in particular, the following:
  - obtaining such topical and verified information, as the supplier may request, which must be based on in-depth knowledge of aspects of Czech life and institutions.
3. Technical support will include, in particular, the following:
  - consultations provided to the supplier with the aim of verifying the correctness of information obtained by the supplier;
  - consultations concerning the interim report and the final report on the audit drawn up by the supplier.

The objective of the contracting authority (key activities) which the *International Audit* must focus on is as follows:

- a) Assessment of public expenditure for R&D&I in the Czech Republic, assessment as to whether such expenditure is effective and comparable with the European level.
  - i) The ratio of earmarked finance and institutional finance, the ratio of expenditure for basic and applied R&D&I, as well as the ratio of expenditure for research and development (hereinafter referred to as “R&D”) in individual institutions (higher education institutions, research and development institutes, and others), the total amount of public funds, and private funding of R&D&I.
  - ii) Ratios of public funds allocated to individual research fields, ratios of funds earmarked for priorities of R&D (long-term basic research directions) and other activities carried out within R&D&I, and the adequacy of priorities of R&D&I



with regard to conditions in the Czech Republic. The impact of building new capacities within large scale projects financed from operational programmes determined for financing R&D&I from public funds.

- iii) Diversification of financial support, the existence of critical amounts (people and funds) in selected branches. The level of support coordination within the branches requiring existence of critical amounts.
- b) Evaluation of state administration of research and development
  - i) The scope of competence and mutual cooperation between providers of support from public sources, support for their activities, personnel, financial, economic and administrative demands of processes and services provided to beneficiaries/applicants, and comparison with developed European countries.
  - ii) Processes set to administer programmes and projects – how providers of earmarked funds and funds granted by institutions assess the level of research which they support; what criteria they set, what are the results or knock-on effects of such assessments, and to that effect in particular how they change their rules and criteria for providing support, and also comparison with developed European countries.
  - iii) Evaluation of the grant providing system in the Czech Republic with an emphasis placed on the number of providers, transparency and impartiality when assessing applications for grants, criteria for assessing applications for grants and adherence to these, the effectiveness of using funds provided from grants and the appropriateness of two-round assessments of applications within the conditions in the Czech Republic.
- c) Evaluation of R&D programmes – the subject of assessment will be the procedure used for preparation, interim and final evaluation of R&D programmes and of R&D programme management, in particular at the level of providers; an analysis of relations between priorities encompassed in strategic documents approved by the Government (strategic documents, R&D&I priorities, economic policies, research policies of individual ministers – R&D concept) and published programmes.
- d) The level of research and development institutions
  - i) Assessment of Guidelines for Evaluating Research and Development Results developed by the Council for Research and Development (hereinafter referred to as the “CRD”), a SWOT analysis, and comparison with audit results.
  - ii) Evaluation of R&D carried out in all types of institutions (higher education institutions, public research institutions, research institutes) which are eligible applicants for support provided from public funds. An analysis of their level when compared with developed European institutions in terms of financial demands, quality and quantity of achieved results and the effectiveness of their use, and with regard to funds drawn on European funds and other international cooperation funds. Comparison of such evaluation with the results of the evaluation will be made in accordance with the guidelines of the CRD.
  - iii) Protection of intellectual property and other intellectual rights in the Czech Republic, a SWOT analysis, definition of legislative and factual obstacles, motivation of institutions and their employees towards target behaviour.



e) The relation between research and application spheres, barriers of cooperation and, on the other hand, instruments supporting such cooperation, motivation towards target behaviour, and knowledge transfer.

f) Human resources

- i) An analysis of conditions for scientific criteria in different types of institutions, conditions for the mobility of researchers between institutions, sectors, and branches; and migration between countries, including employment of third-country researchers; results, barriers, and supportive measures.
- ii) Assessment of remuneration of researchers and the impact of this on the quality of research and development results; comparison with the European level within the context of the given country.
- iii) Support for the return of capable young scientists from international placements; wage policy in the sector of institutions dealing with R&D&I.
- iv) Assessment of the education system of students of doctoral studies, an analysis of the quality of graduates, their position in the labour market, their frequency in individual branches.
- v) Defining prospective branches with regard to priorities of further development of R&D&I, regional distribution of potential employers of researchers, a follow up to projects of new research capacities and technological parks the construction of which will be funded from operational programmes.
- vi) The approach of institutions and providers or industry towards the concentration of human resources and mutual cooperation, i.e. what trends are in the Czech Republic, what are the causes of the given situation, and what factors affect (positively or adversely) the situation.

g) International cooperation in research and development

The level of international cooperation in R&D, the efficiency of obtaining funds from EU programmes by institutions dealing with R&D, enhancing the position of the Czech Republic within international research, approach based on the internal interest of institutions in international cooperation in research. The task will be to assess whether such cooperation is to be supported from public funds, examples of good practice from European countries, and proposals for further improvement.

h) Comparison of the current system of management and administration in the field of R&D&I in the Czech Republic with principles of *Reform of the R&D&I System in the Czech Republic*; *Guidelines for Evaluating R&D Results*, and *National Policy of R&D&I in the Czech Republic between 2009 and 2015*. The output should be findings regarding whether the said strategic documents define changes leading in a desirable direction.

2.1.2. Implementation of the public contract by the supplier will lie within provision of the following documents and services.

- a) Submission of monitoring reports within each three months. Monitoring reports and the manner in which these will be drawn up and delivered to the contracting authority must satisfy the following conditions:
  - monitoring reports must be delivered to the contracting authority not later than on the 15<sup>th</sup> day of the month following the end of the monitoring period concerned; the monitoring period relevant for drawing up a monitoring report will be comprised of three months as follows: January – March, April – June, July – August, and October – December;



- monitoring reports will be submitted in the Czech language; if a monitoring report is to be submitted in the English language it must also be translated into the Czech language;
  - monitoring reports must be in writing and signed by a representative of the supplier; monitoring reports may be sent via e-mail;
  - each part of a monitoring report must include the responsible person who may be contacted by the contracting authority in case of confusion or where the need for supplementing the report concerned or explaining any part of the report may arise;
  - monitoring reports must encompass in particular the following: characteristics and description of activities carried out within the past monitoring period, substantiation of whether these were needed and what their benefits are; actual and verifiable outputs of steps taken in individual key activities (see Chapter 2.1.1.); whilst tables would be the best form, including written comments in order to supplement and explain the stated data, in particular the number and names of addressed institutions (the name and a contact person who may confirm that the institution was addressed); the reason why the institution concerned was selected; the manner in which it was addressed (how the supplier entered into contact with the institution); results (actual output of the used procedure – collected data and figures); the number of panel discussions – the number of participants; their names and professions; attendance list; evaluation; outcomes and conclusions of such discussion, including written comments in order to supplement and explain the stated data; the overview of the supplier's employees who attended meetings and conferences organised by the contracting authority within the project *International Audit of Research, Development and Innovations in the Czech Republic and Implementation of its Conclusions into Strategic Documents*;
  - a plan for the upcoming period (schedule);
  - setting aims and mechanisms in order to achieve them.
- b) Submission of an interim report after nine months following the commencement of implementation of the public contract; the interim report and the method by which the report will be drawn up and delivered to the contracting authority must satisfy the following conditions:
- the interim report must contain a comprehensive study drawn up in compliance with the chart defined in the specification of the subject matter of the public contract (key activities) (see Chapter 2.1.1) letters a) to c);
  - the current situation in the fields under Chapter 2.1.1, a) to c) will be evaluated in the retrospective part which will also contain a SWOT analysis and comparison with systems used in developed European countries;
  - the perspective part will define recommendations for increasing the efficiency of public support of R&D&I resulting from conclusions of the audit of this part of the public contract;
  - at least one example of good practice from a European country ranking among the most successful countries as regards R&D&I must be included;
  - selection of evaluation criteria and their justification should be included;
  - the report must be delivered to the contracting authority not later than on the 15<sup>th</sup> day of the month following the ninth month after the commencement of the implementation of the public contract;
  - the report must also encompass the statement of expenditure for implementing the public contract;
  - the interim report will be submitted in the Czech language; if it is to be submitted in the English language it must also be translated into the Czech language.



- c) Submission of the final report after eighteen months following the commencement of implementation of the public contract; the final report and the manner in which the report will be drawn up and delivered to the contracting authority must satisfy the following conditions:
- the final report must contain a comprehensive study drawn up in compliance with the chart defined in the specification of the subject matter of the public contract (key activities) (see Chapter 2.1.1) letters d) to h),
  - the current situation in the fields under Chapter. 2.1.1, d) to h) will be evaluated in the retrospective part which will also contain a SWOT analysis and comparison with systems used in developed European countries;
  - the perspective part will define recommendations for increasing the efficiency of public support of R&D&I resulting from conclusions of the audit of this part of the public contract;
  - at least one example of good practice from a European country ranking among the most successful country as regards R&D&I will be included;
  - selection of evaluation criteria and their justification will be included;
  - all institutions of R&D in the Czech Republic drawing on public funds will be evaluated in terms of scientific output measured according to internationally recognised standards and effectiveness of expenditure incurred; output will be compared with a selected foreign entity;
  - overall evaluation (audit) in all key activities in compliance with the chart in Chapter 2.1.1, including assessment of the factual objective of *Reform of the R&D&I System in the Czech Republic, Guidelines for Evaluating R&D Results, and National Policy of R&D&I in the Czech Republic between 2009 and 2015*;
  - the report shall be delivered to the contracting authority not later than on the 15<sup>th</sup> day of the month following the 18<sup>th</sup> month after the commencement of the implementation of the public contract;
  - the report must also encompass the statement of expenditure for implementing the public contract;
  - the final report will be submitted in the Czech language; if it is to be submitted in the English language it must also be translated into the Czech language.
- d) Active participation in three conferences organised in the Czech Republic during the project of the *International Audit of Research, Development and Innovations in the Czech Republic and Implementation of Its Conclusions into Strategic Documents. Participation of at least three members of the working group of the suppliers under point 3.5.2* is expected. Expenditure related to the participation in a conference including travel expenses shall be covered by the supplier.
- e) Participation in at least two working meetings during the implementation of the public contract held to discuss the interim report and the final report drawn up by the supplier pursuant to the provisions of 2.1.2. a) and b) hereof. Discussions of working meetings of the contracting authority must be attended by at least two members of the working group of the supplier pursuant to 3.5.2. Expenditure related to the participation in working meetings shall be covered by the supplier.

## 2.2. Estimated Value of the Public Contract

The estimated value of the public contract is CZK **42.0 million net of VAT**.

The estimated value of the public contract including **19% VAT is CZK 49.98 million**.



(the amount corresponds to EUR 1 575 985 EUR according to the exchange rate of the Czech National Bank as of 15<sup>th</sup> June 2009)

### **2.3. Time Limit for Delivery and the Place of Implementing of the Public Contract**

The place of implementation of the public contract is the Czech Republic; documents encompassing results of the public contract will be delivered to the seat of the contracting authority.

Commencement of the implementation of the public contract is expected on 15<sup>th</sup> September 2009.

The date for commencing the public contract is conditional upon the termination of the award procedure and signing the public contract with the selected tenderer. The contracting authority reserves the right to change the expected date of commencement in relation to the termination date of the award procedure.

The deadline for completing the public contract and its individual interim parts is part of evaluation criteria and is based on the proposal encompassed in the bid of a tenderer. Nonetheless the contracting authority establishes as the latest possible deadline for completing the public contract 31<sup>st</sup> January 2011.

### **3. REQUIREMENTS FOR PROVING QUALIFICATIONS CRITERIA**

#### **3.1. General Requirements of the Contracting Authority for Proving Qualifications**

##### **Satisfying Qualifications**

Proving the fulfilment of qualifications is a prerequisite for assessment and evaluation of a bid within the open procedure. Qualifications within the meaning of the Act shall be met by a supplier who can prove that they meet:

- basic qualifications prerequisites - Section 53 of the Act
- professional qualifications prerequisites - Section 54 of the Act
- economic and financial qualifications prerequisites - Section 55 of the Act
- technical qualifications prerequisites - Section 56 of the Act

**Proving the fulfilment of qualifications by means of a sub-contractor** is regulated by Section 51 (4) of the Act.

- Where the supplier is unable to demonstrate the fulfilment of a certain part of professional, economic, and financial, and technical qualifications required by the contracting authority to the full extent, the supplier is entitled to demonstrate that such lacking qualifications can be fulfilled by means of a sub-contractor. In such a case the supplier shall be obligated to submit to the contracting authority a contract concluded with the sub-contractor, which expresses the obligation of the sub-contractor to render performance intended for the implementation of the public contract by the supplier, or to render things or rights that the supplier is entitled to have at their disposal in the framework of the implementation of the public contract, at least to an extent which is not less than that of fulfilment of the qualifications demonstrated by the sub-contractor. The supplier shall not be entitled to prove, by means of a sub-contractor, the fulfilment of basic qualifications and professional qualifications which may be proved by an extract from the Companies Register, if such sub-contractor is incorporated in the Register, or by an extract from a similar register if the sub-contractor is included in it.

**Proving the fulfilment of qualifications in the case of a joint bid** is regulated by Section 51 (5) and (6) of the Act.

- If the subject-matter of the public contract is to be performed jointly by several suppliers and they submit or intend to submit a joint bid to that effect, each supplier shall be obligated to prove the fulfilment of the basic qualifications prerequisites and the professional qualifications prerequisites to the full extent by an extract from the Companies Register, if such suppliers are incorporated in the Register, or by an extract from a similar register if they are included in it. The fulfilment of other professional as well as economic and financial, and technical qualifications required by the contracting authority shall be proved by all suppliers jointly. If the subject-matter of the public contract is to be performed jointly by several suppliers, they shall be obligated to submit to the contracting authority, together with evidence demonstrating the fulfilment of qualifications prerequisites, an agreement containing a commitment that all of those suppliers will be held liable jointly and severally to the contracting authority and to third parties in respect of any legal relationships established in the context of the public contract, for the entire term of the public contract implementation as well as throughout the duration of other liabilities arising from the public contract.



**Proving the fulfilment of qualifications of a foreign supplier** is regulated by Section 51 (7) of the Act.

- A foreign supplier shall prove the fulfilment of qualifications according to the legal framework in force in the country of the registered office, place of business or place of residence thereof to the extent required by the Act and by this tender documentation. Where particular evidence is not issued under the legal framework of the country of the registered office, place of business or place of residence of a foreign supplier, the foreign supplier shall be obligated to demonstrate the fulfilment of such part of qualifications by statutory declaration. Where an obligation, the meeting of which is to be demonstrated in the framework of qualifications, is not established in the country of the registered office, place of business or place of residence of a foreign supplier, the foreign supplier shall submit a statutory declaration to this effect. Evidence demonstrating the fulfilment of qualifications shall be submitted by the foreign supplier in the original language with officially authenticated translation into the Czech language attached.

### **Special methods of proving qualifications**

- The use of an extract from the List of Qualified Economic Operators (suppliers) is governed by the provisions of Section 127 of the Act.

Where the supplier furnishes to the contracting authority an extract from the List within the time limit for proof of the fulfilment of qualifications, the extract shall replace the necessity to prove the fulfilment of

- a) basic qualifications prerequisites required under 3.2. hereof; and
- b) professional qualifications prerequisites required under 3.3. hereof.

- The use of an extract from a foreign List of Qualified Economic Operators (suppliers) is governed by the provisions of Section 143 of the Act.

The contracting authority shall accept extracts from foreign lists of qualified economic operators or, if applicable, a relevant foreign certificate proving the fulfilment of qualifications in the scope of the extract from the List of Qualified Economic Operators issued in the Czech Republic if such extract was issued in a State which is part of the European Economic Area or any other state, if it is laid down by an international agreement concluded by the European Community or the Czech Republic, provided that such foreign supplier has their registered office or place of business or, where appropriate, place of residence, in the state which has issued the extract from the foreign list or the foreign certificate.

### **Authenticity and the Time Limit for Validity of Documents**

- Unless stipulated otherwise herein, the supplier shall be obliged to prove the fulfilment of qualifications by documents produced in original or in officially authenticated copy; statutory declarations must be signed by a statutory body or, as the case may be, by a statutory representative of the supplier in accordance with the founding deed, the Companies Register, or records in any other register if the supplier concerned is recorded there.
- Documents proving that basic qualifications prerequisites have been met and the extract from the Companies Register must not be dated more than 90 days prior to the date of submission of the application.



- Where the contracting authority requires within the process of proving qualifications from the supplier the submission of any declaration, such declaration must encompass all data required by the contracting authority and must be signed by a person authorised to act on behalf of the tenderer.
- If the tenderer is represented by a person authorised under power of attorney, the power of attorney must be produced in original or in officially authenticated copy.

**Changes in qualifications** are regulated by Section 58 of the Act

- If any change to the qualifications of the supplier occurs prior to the decision on the selection of the most suitable bid is taken and if such change would otherwise entail the non-fulfilment of qualifications, the supplier shall be obligated to notify the contracting authority in writing thereof not later than within seven days of the change, and simultaneously furnish necessary documents demonstrating the fulfilment of qualifications to the full extent.

### **The time limit for proving the fulfilment qualifications**

As regards the open procedure all suppliers shall be obliged to prove the fulfilment of qualification within the time limit for submitting bids.

## **3.2. Basic Qualifications Prerequisites**

3.2.1. Basic qualifications prerequisites shall be met pursuant to Section 53 of the Act by a supplier who:

- a. has not been sentenced by a final and conclusive judgement of a court for a criminal offence committed for the benefit of a criminal conspiracy, for a criminal offence of participation in a criminal conspiracy, legalisation of proceeds of criminal activities, complicity, accepting bribes, bribery, indirect bribery, fraud, credit fraud, including conspiracy, attempted or acting as an accessory to such criminal offence, including if the sentence for committing such a criminal offence has been expunged; this prerequisite shall be met by the statutory body or by each member of the statutory body in the case of a legal entity, and where the legal entity acts as a statutory body or a member of the statutory body of the supplier, this prerequisite shall be met by the said statutory body or by each member of the statutory body of such legal entity; if a bid or request to participate is submitted by a foreign legal entity by means of its organisational branch, the prerequisite pursuant to this subparagraph shall be met, in addition to the aforementioned persons, also by the management of the organisational branch; such basic qualifications prerequisites shall be met by the supplier both in relation to the Czech Republic and to the country of registered office, place of business or residence thereof;
- b. has not been sentenced by a final and conclusive judgement of a court for a criminal offence, where the constituent elements of the crime in question relate to the subject of the business undertaking of the supplier under special legal regulations or where the sentence for committing such criminal offence has been expunged; this condition shall be met by the statutory body or by each member of the statutory body in the case of a legal entity, and where a legal entity acts as a statutory body or a member of the statutory body of a supplier, this prerequisite shall be met by the statutory body or by each member of the statutory body of such legal entity; if a bid or request to



participate is submitted by a foreign legal entity by means of its organisational branch, the prerequisite pursuant to this subparagraph shall be met, in addition to the aforementioned persons, also by the management of the organisational branch; such basic qualifications prerequisites shall be met by the supplier both in relation to the Czech Republic and to the country of registered office, place of business or residence thereof;

- c. has not committed an offence demonstrating constituent elements of unfair competition practice by means of bribery under a special legal regulation;
- d. is not declared bankrupt or if a bankruptcy petition has not been rejected due to insufficient assets on the part of the supplier or in respect of which an arrangement with creditors has not been permitted or receivership imposed under the special legal regulations;
- e. is not being wound up;
- f. has no outstanding tax arrears registered either in tax records of the Czech Republic or in the country of the registered office, place of business or residence of the supplier;
- g. has no outstanding arrears in respect of payments and/or penalties of public health insurance either in the Czech Republic or in the country of the registered office, place of business or residence of the supplier;
- h. has no outstanding arrears in respect of payments and/or penalties of social security insurance fees and contributions to the state employment policy either in the Czech Republic or in the country of the registered office, place of business or residence of the supplier;
- i. has not been found guilty for grave professional misconduct within proceedings during the last three years or has not had imposed upon them a disciplinary punishment under special legal regulations, where demonstration of professional qualifications under special legal regulations is required pursuant to section 54 (d); if the supplier pursues such an activity through an authorised representative or any other person liable for the activities of the supplier, this prerequisite shall be applicable to those persons as well.

3.2.2. The supplier shall prove basic qualifications prerequisites by submitting:

- an extract from the Register of Criminal Records – letter) and b)
- a confirming certificate issued by the relevant Revenue Office, and a statutory declaration as regards the excise tax – letter f)
- a confirming certificate issued by a relevant authority or institution – letter h)
- a statutory declaration – letters c), d), e), g), and i)

### **3.3. Professional Qualifications Prerequisites**

The supplier shall prove the fulfilment of professional qualifications prerequisites pursuant to Section 54 of the Act by submitting:

- an extract from the Companies Register, if they are recorded therein, or an extract from any other similar register, if they are recorded therein;

- a certificate of possession of a licence to pursue business activities under special legal regulations to the extent corresponding to the subject-matter of the public contract, in particular, evidence proving relevant trade authorisation or licence,
- in the case of an entity other than a business entity, a certificate on establishment and activities which corresponds to the subject matter of the public contract or on records in a public register(s).

The supplier shall prove the fulfilment of professional qualifications prerequisites by submitting documents in original or in officially authenticated copy.

### **3.4. Economic and Financial Qualifications Prerequisites**

The supplier shall prove the fulfilment of professional qualifications prerequisites pursuant to Section 55 of the Act by submitting:

#### **3.4.1. The latest balance sheet** produced in compliance with legal regulations valid in the country of origin of the supplier which demonstrates overall turnover of the supplier during the given period and the profit or loss incurred during the previous fiscal year.

The supplier shall submit the balance sheet concerned in officially authenticated copy. If the supplier is not obliged to drawn up a balance sheet they shall produce a statutory declaration that they did not suffer a loss within the given period.

#### **3.4.2. Data on the overall turnover for provided services**

The supplier shall submit the data on minimal yearly turnover achieved by the supplier for services relating to the subject matter of the public contract covering the three preceding accounting periods whilst the scope of provided services expressed in money would be minimally EUR 1.5 million in each accounting period.

Required information shall be submitted in the form of a statutory declaration which will encompass the names of entities to which the supplier provided services, a brief description of such services, their scope expressed in money, and the amount of services expressed in money within individual accounting periods.

#### **3.4.3. An insurance contract** concerning liability insurance for any damage caused by the supplier and the supplier's employees to any third person.

The supplier shall submit a copy, which does not need to be authenticated, of the insurance contract or an agreement on a future insurance contract including a commitment by the insurance company to provide the supplier with the required insurance coverage in the case that the supplier is awarded the public contract – the minimum amount of insurance coverage is set to be the amount of EUR 2 million.

#### **3.4.4. The document demonstrating profit or loss**

The supplier shall report for each of the last two accounting periods the net profit.

The supplier shall submit a copy, which does not need to be authenticated, of an accounting document proving the aforementioned qualifications prerequisite or a statutory declaration that the prerequisite has been met.

### **3.5. Technical Qualifications Prerequisites**



The supplier shall prove the fulfilment of professional qualifications prerequisites pursuant to Section 56 of the Act by submitting:

**3.5.1. A list of services related to this tender documentation** and implemented by the supplier within the last three years in EU Member States of which at least one service was provided for an amount exceeding EUR 1.5 million.

- The supplier shall prove that they have implemented or currently are implementing under a binding contract minimally one contract the subject matter of which was or is the evaluation of a R&D&I system or some of its part(s) at the national level (at the level of an EU Member State) within the period of three years for which the given state has been an EU Member State.

The following annexes shall be attached to the list:

1. a certificate issued or signed by a public contracting authority if services were delivered to the public contracting authority;
2. a certificate issued by another person if services were delivered to a person other than a public contracting authority; or
3. a statutory declaration of the supplier if services were delivered to a person other than a public contracting authority and if, at the same time, the certificate under point 2 may not be provided by the person concerned due to reasons on the side of such person.

**3.5.2. Information on the Composition of a Working Team**

The supplier shall submit a list of selected experts or units which will participate in implementing the public contract– a working group. The list shall include data on the professional qualifications of experts of the supplier responsible for implementing the public contract and data or a reference through which the contracting authority will be able to verify the stated information. The working group shall be composed of experts who meet minimum requirements concerning education, professional qualifications and practice in the area which is the subject matter hereof.

- **Head of the working group:**  
A minimum requirement for qualifications shall be a Master's degree and five years of practice in the given field.
- **Guarantors for individual branches:**
  - **Technical** – a minimum requirement for qualifications: Master's degree, six years of practice in the field, experience with evaluating R&D&I systems or similar systems at the level of an EU Member State for a period of at least six years.
  - **Natural sciences** - a minimum requirement for qualifications: Master's degree, six years of practice in the field, experience with evaluating R&D&I systems or similar systems at the level of an EU Member State for a period of at least six years.
  - **Medical** - a minimum requirement for qualifications: Master's degree, six years of practice in the field, experience with evaluating R&D&I systems or similar systems at the level of an EU Member State for a period of at least six years.
  - **Humanities and social sciences** - a minimum requirement for qualifications: Master's degree, six years of practice in the field, experience with evaluating

R&D&I systems or similar systems at the level of an EU Member State for a period of at least six years.

- **Economic** - a minimum requirement for qualifications: Master's degree, three years of practice in the field.
- **Administrator (liaison)** - a minimum requirement for qualifications: perfect knowledge of the English language, oral as well as written communication at the level of the Cambridge examination known as the 'Certificate of Advanced English (CAE)' or a similar examination or, as the case may be, perfect knowledge of the Czech language.

The supplier shall describe in relation to each team member where and how they participated in similar contracts, specifications of such contracts and functions and activities carried out by individual team members.

Required information shall be submitted in the form of a statutory declaration which will encompass data on how the tenderer will demonstrate requirements placed on individual team members (data identifying the certificate of education, the institution where a team member attained his/her practice, a certificate of professional examination) according to which the contracting authority will be able to verify this qualification prerequisite.

- 3.5.3. **A valid certificate** of the quality management system in accordance with ISO 9001:2000 or an equal certificate issued in the Czech Republic or in an EU Member State.



#### **4. REQUIREMENTS FOR A SINGLE METHOD TO BE USED FOR CALCULATING THE BIDDING PRICE AND PAYMENT CONDITIONS**

##### **4.1. Bidding Price**

As regards the bidding price, the bid of a tenderer shall be drawn up to provide a total price which is the maximum price, i.e. the highest admissible price which may not be exceeded. The bidding price shall include all necessary incidental expenditure of the supplier relating to implementation of the public contract.

The bidding price shall be broken down as follows: the bidding price net of VAT, 19 % VAT, and the bidding price including 19 % VAT.

The bidding price shall be set in compliance with the Commercial Conditions which are laid down in Article 6 hereof.

##### **4.2. Advances**

The contracting authority shall not provide any advances. Payments of the price for the implementation of the public contract (remuneration of the supplier) will be made in instalments as follows:

1. a payment amounting to 50 % will be paid after the interim report has been drawn up, delivered and approved;
2. a payment amounting to 50 % will be paid after the final report has been drawn up, delivered and approved.

##### **4.3. Payment Conditions**

A precise definition of payment conditions is encompassed in the Commercial Conditions which are part hereof.

Due dates of invoices shall be set for 90 calendar days from the date of delivery of an invoice to the contracting authority.

The invoice shall contain the following requisites:

- a) the registered name of the company or the name and surname or the name of the company, supplement to the name or surname or the name of the company, the registered seat or the place of business of the payer of a taxable transaction;
- b) the tax identification number of the payer of a taxable transaction;
- c) the registered name of the company or the name and surname or the name of the company, supplement to the name or surname or to the name of the company, the registered seat or the place of business of a person for whom a taxable transaction is being made;
- d) the tax identification number if a person for whom a taxable transaction is being made is a VAT payer;
- e) the file number of the invoice,
- f) the scope and the subject of the taxable transaction;
- g) the date on which the invoice is issued;
- h) the date of the taxable transaction or the date of the receipt of a payment, however always the date which occurs as the first one if this differs from the date on which the invoice is issued;

- i) the unit price net of a tax and any discount unless it is part of the unit price concerned;
- j) the taxable amount;
- k) the basic or decreased tax rate or information on full tax exemption, if any, and the reference to the relevant provisions of Act No. 235/2004 Coll. on Value Added Tax;
- l) the amount of tax rounded to the nearest currency unit in circulation or the amount of the tax stated in hellers;
- m) the total price.



## **5. BID EVALUATION CRITERIA**

### **5.1. A Basic Criterion for Awarding the Public Contract**

A basic criterion for awarding a public contract is the economic advantage of the bid.

### **5.2. Partial Evaluation Criteria of a Bid**

#### **1. Description of the implementing procedure of the public contract 50%**

The contracting authority shall assess the capability of the supplier to provide a comprehensive solution to the subject matter of the public contract, i.e. the contracting authority shall evaluate the proposal for the implementing procedure of the public contract. However, on the basis of the submitted proposal, the following must be obvious:

- what method of audit the tenderer will apply;
- a draft of a detailed chart for processing the audit (in terms of facts and personnel);
- specification of criteria under which the R&D&I system in the Czech Republic will be assessed;
- a proposal for carrying out the public contract (what methods the supplier is going to use to obtain the necessary information, how such information will be processed, and how it will be presented);
- marking key milestones, indicators, activities and method in which the facts demonstrating that a certain goal of the project was achieved will be verified;
- a schedule of the procedure to be used; and
- internal managerial procedures.

The chart for audit processing shall conform to the specification of the subject matter of the public contract under 2.1.1. hereof. The expected scope of the chart will be five standard pages, and the maximum scope of the chart will not exceed eight standard pages.

During assessment each member of the assessing commission will allocate to each structured procedure proposed by individual tenderers scores within the scope stipulated in 5.3 whilst taking into account:

- logistics and sequence;
- solution comprehensiveness;
- service for the contracting authority;
- appropriateness of the selected audit procedure; and
- deadline.

#### **2. Total bidding price 40%**

**The price net of VAT VAT 19%**

**The price including VAT**

#### **3. Proposal for the managing structure and the manner of managing the work necessary to implement the public contract 10%**

A proposal for cooperating with a Czech supportive entity to be selected by the contracting authority. The tenderer shall submit a concept of communication procedures, the management structure proposed for public contract implementation, supervising procedures to be used by managers of the tenderer, supervising procedures to be followed by the contracting authority, and communication options if taking into account any circumstances concerning public contract implementation through a provider; see 8.6. hereof.

The expected scope of the chart shall be three standard pages while the maximum scope shall not exceed five standard pages.

While assessing each assessor will allocate to each structured procedure proposed by individual tenderers scores within the scope under 5.3 while taking into consideration:

- effectiveness and sequence of communication procedures;
- service for the contracting authority; and
- appropriateness of the selected management structure.

### 5.3. Assessment

Bid assessment shall be carried out by means of scores having certain weights. Weighed scoring shall set the overall economic advantages of individual bids as a weighted sum (aggregate) of individual (partial) assessment of variants (bids) having regard to individual criteria according to the formula below:

$$H^j = \sum_{i=1}^3 v_i * b_i^j$$

where

$H^j$  is the overall economic advantage of a bid;

$v_i$  is a weight of the  $i^{\text{th}}$  criterion ;

$b_i^j$  is a partial assessment of the  $j^{\text{th}}$  bid with regard to the  $i^{\text{th}}$  criterion (i.e. the number of scores allocated to a bid within a partial assessing criterion);

$j = 1, 2, \dots, m$ ;

$n$  is the number of partial assessing criteria (in the given case  $n=3$ ); and

$m$  is the number of submitted bids.

#### Criterion 1 and 3

Within these criteria the contracting authority will assess comprehensiveness, scope and completeness of services offered by a tenderer. The contracting authority prefers the widest possible scope of services included in the bidding price.

The assessing Commission shall use, when assessing bids, a scoring scale from 0 to 100. Certain points of each partial criterion reflecting the success of the bid concerned will be allocated to each bid. The most suitable bid in each partial criterion will be evaluated by 100 points.

As a tool the Commission may use the following table with descriptors.



<i>Number of points</i>	<i>Descriptor</i>
0	Bid does not meet the criterion
1 - 20	Bid meets the criterion with substantial objections
21 - 40	Bid meets the criterion with not so substantial objections
41 - 60	Bid meets the criterion well
61 - 80	Bid meets the criterion very well
81 - 100	Bid meets the criterion excellently (i.e. best of all))

### Criterion.2

When expressing this criterion as a figure, the assessed bid will obtain a score which will be calculated as a multiple of 100 and the ratio of the lowest bidding price from the set of submitted bids and the price of the assessed bid according to the formula:

$$b_3^j = \frac{C^{\min}}{C^j} * 100$$

where

$b_3^j$  is the number of recalculated scores for the value of a partial criterion of the bidding price;

$C^{\min}$  is the lowest bidding price from the set of submitted bids;

$C^j$  is the bidding price included in the  $j^{\text{th}}$  bid.

The most suitable bid according to this criterion (a bid with the lowest bidding price net of VAT) shall be allocated 100 points.

## **6. COMMERCIAL CONDITIONS**

### **6.1. Binding Draft Contract**

Tenderers shall submit, within their bids, a draft contract **signed** by a person authorised to act on behalf of the tenderer. The binding content of commercial terms and conditions of the contracting authority for the contract is stipulated in 6.2. hereof.

With regard to the requirement of maintaining legal certainty the contracting authority requests tenderers that a binding expression of the will of a tenderer is contained in a draft contract and is expressed by the signature of a person authorised to act on behalf of the tenderer directly on the document marked as a draft contract.

The contracting authority reserves the right to submit their counter draft contract.

### **6.2. Binding Scope of Commercial Conditions**

6.2.1. A binding time schedule for the procedure of a tenderer when implementing the subject matter of the public contract which shall be based on the bid of the tenderer (evaluation criterion 1, see 5.2 hereof) which, however, shall meet the following minimum requirements.

- the first informative meeting shall be held not later than within 14 days from the signature of the contract for implementing the public contract;
- working meetings relating to drawing up and delivery of interim and final reports;
- delivering and discussing the interim report not later than on 31<sup>st</sup> April 2010;
- delivering and discussing the final report not later than on 31<sup>st</sup> January 2011;
- participation in three conferences with expected dates in September 2009, November 2010, and December 2011.

A further obligatory arrangement, the conditions of which are stipulated below, the contracting authority considers to be minimum conditions for implementing the public contract. A supplier is not permitted to submit within their bids a draft framework contract which would limit the rights of the contracting authority or extend the contracting authority's obligations if compared to the obligations below.

6.2.2. Suppliers shall be obliged to include in their draft contracts, in compliance with the bid submitted to the award procedure (evaluation criterion 3, see 5.2 hereof), factual specifications and the scope of cooperation with a Czech supportive entity selected by the contracting authority.

6.2.3. The contracting authority shall be authorised to request the supplier to pay a contractual penalty amounting to CZK 10,000 for failing to meet the deadline of each partial implementation of the subject matter of the public contract for each day of delay. If implementation by a supplier shall demonstrate any defects the contracting authority shall be authorised to request the supplier for a contractual penalty amounting to CZK 10,000 for each defect contained in a monitoring report, CZK 20,000 for each defect contained in the interim report, and CZK 30,000 for each defect contained in the final report (of the international audit). All incorrect data, untrue information, distorted information or obviously not complete data shall be considered as defects. The contracting authority shall be authorised to set off a contractual penalty against the not yet refunded payment for implementing the public contract; otherwise any contractual penalty shall be due within 14 days from the request of the contracting authority.



6.2.4. The supplier shall be obliged to provide the contracting authority with a guarantee on public contract implementation within a minimum scope of 60 months (the time of usability of data encompassed in the audit).

6.2.5. Public contract implementation shall be personally ensured by persons stated in the bid as team members; see the qualifications requirement in 3.5.2. hereof.

6.2.6. The supplier shall be obliged to undertake in the contract that they will satisfy public contract implementation within the scope required in 2.1.2. hereof, whereby written documents must satisfy the purpose of the public contract described in 2.1.1. hereof.

6.2.7 The contracting authority shall be authorised to withdraw from the contract in writing if the supplier:

- a) does not ensure implementation of a part of the public contract or does not provide a service forming part of the public contract within a specified deadline or at the place determined by the contracting authority;
- b) does not remove, during preparation for implementing a certain part of the public contract, material defects ascertained by the contracting authority or by a person authorised by the contracting authority although the supplier was notified of such defects; or
- c) despite a written notification sent by the contracting authority the supplier provides services with insufficient professional care, provides services contrary to the terms and conditions of the contract, delivered instructions and/or generally binding legal regulations.

In case the contracting authority withdraws from the contract due to the reasons stipulated in the previous paragraph, the contracting authority shall be authorised to suspend all payments to the supplier, including those which are due under the contract, until such services and individual steps are, under the framework contract, provided and implemented by a substitute supplier.

If expenditure incurred to the contracting authority through substitute services exceeds the remainder of the price which is due to the supplier the contracting authority shall be obliged to claim the difference concerned from the supplier as damages.

Each contracting party shall have the right to withdraw from the contract in writing if the other contracting party enters a winding-up process or becomes subject to bankruptcy proceedings or subject to any other insolvency proceedings which are used to solve the bankruptcy of the party concerned.

Furthermore, each contracting party shall have the right to withdraw from the contract in writing if circumstances occur which could not be foreseen at the time of the signature of the contract and which cannot be removed (i.e. force majeure) and, as a consequence of such circumstances, the contracting party concerned cannot meet their obligations arising from the framework contract for a period of longer than 14 days.

Reasons for withdrawing from the contract shall be assessed by an expert team composed of a representative of each contracting party and of a third member of the team appointed by the agreement of the both contracting party. Both contracting parties shall be obliged to respect the conclusions of the expert team.

Mutual debts of the contracting parties existing on the day of withdrawal from the contract under this provision of the contract shall be set off and such setting off will be carried out by the contracting authority.

The day of withdrawal from the contract shall be deemed to be the day when a written notification thereof was duly delivered to the other contracting. The rights of the contracting parties for payments of a contractual penalty and damages shall remain unaffected by such withdrawal from the contract.

6.2.8. Any disputes between the contracting parties arising from the contract shall be settled under Czech law.

6.2.9. The contracting party shall be authorised to publish results of the public contract implementation in their full extent or to use them in any other way or to process them, to which the supplier gives their full consent. The contracting party shall not be authorised to publish or to disclose to the any third person the methods and procedures used by the supplier when meeting obligations arising from the public contract if the supplier reserves this right. The supplier shall remain bound, both during the term of the public contract and thereafter, to hold in confidence information and facts they acquire in relation to public contract implementation.

The contracting authority shall be denoted in the contract as the client while a supplier shall be denoted as the supplier.



## **7. CONTENTS AND FORM OF TENDERERS' BIDS**

### **7.1. Content of a Bid**

- 1) Cover sheet
- 2) Information on evaluation criteria
- 3) Proving basic qualifications prerequisites
- 4) Proving professional qualifications prerequisites
- 5) Proving economic and financial qualifications prerequisites
- 6) Proving technical qualifications prerequisites
- 7) Draft contract

A bid and all other data shall be provided in the Czech language or in the English language in writing in one original and one copy. The bid shall be clearly and distinctly denoted on the title page as "ORIGINAL" or "COPY" and both documents shall be inserted into one envelope. The original copy of the bid shall be signed on a cover sheet by a person authorised to act and sign on behalf of the tenderer concerned. In case the bid is submitted in the English language, the tenderer in question shall be obliged to attach a translation of the bid into the Czech language and the contracting authority requires that the translation is furnished with a translation clause.

### **7.2. Bid Submission**

The bid shall be submitted in writing in one sealed enveloped denoted by the name of the public contract "International Audit of Research, Development and Innovations in the Czech Republic – DO NOT OPEN (NEOTVÍRAT)". The address of the tenderer to which it will be possible to return the bid in cases stipulated by law will be written on the sealed envelope. The envelope will be furnished with the stamps (seals) of the tenderer or, if applicable, by relevant signatures at the place where the enveloped is glued (sealed).

### **7.3. Recommended Safeguarding of a Bid**

The bid must be safeguarded against any manipulation with individual sheets, for example by using a string for binding individual sheets, while the end of the string is sealed or glued so that it is impossible to remove a sheet. The tenderer shall number all individual sheets of the bid by numbers using an ascendant continuous row of figures. A number should always appear in the lower right hand corner of individual sheets.

### **7.4. Recommended Breakdown of a Bid**

The bid shall be, according to its content arising from this tender documentation and included conditions, broken down into separate sections separated for example by separators bearing the titles of individual chapters.

## **8. OTHER CONDITIONS OF THE TENDER**

### **8.1. Amendments to the Conditions of Tender Documentation**

The contracting authority reserves the right to amend or modify conditions laid down in the tender documentation. The contracting authority shall be obliged to inform all tenderers who picked up the respective tender documentation about any amendment to the tender documentation. Any amendment shall be made in writing using the form and procedure as well as time limits stipulated by Act No. 137/2006 Coll. on Public Contracts, as amended.

### **8.2. Variant Solution and Abolishment of the Award Procedure**

The contracting authority hereby excludes any variant to the described solution. The contracting authority reserves the right to abolish the award procedure within the meaning of Section 84 of the Act.

### **8.3. Additional Information on Tender Documentation**

Requests for additional information and provision thereof is governed by the relevant provisions of the Act. The address for requesting information is: Technická 5, 166 28 Prague 6 – Dejvice, Prof. Ing. Jitka Moravcová, CSc, tel.: 220 444 283, e-mail: jitka.moravcova@msmt.cz.

Requests for any additional information must be provided in writing. If a request is sent via e-mail it must meet all requirements specified for a written form as stipulated by the Civil Code.

### **8.4. The Deadline for Submitting Bids**

Each tenderer may submit only one bid within the open procedure. The time limit for submitting bids shall terminate on 6<sup>th</sup> August 2009 at **09:30 a.m.** Bids may be submitted in person and in this case these shall be delivered to the filing room of the contracting authority: Ministerstvo školství, mládeže a tělovýchovy (the Ministry of Education, Youth and Sports), Karmelitská 7, 118 12 Prague 1, during the official working hours of the filing room from 07:30 a.m. to 03:30 p.m. and on the last day of the deadline from 07:30 a.m. to 09:30 a.m.

Tenderers may submit their bids by registered post to the address of the contracting authority so that bids are delivered not later than at 09:30 a.m.

### **8.5. The Place and Time of Opening Envelopes with Bids**

Envelopes will be opened on 6<sup>th</sup> August 2009 at **10:00 a.m.** in the premises of the Ministerstvo školství, mládeže a tělovýchovy (the Ministry of Education, Youth and Sports), Karmelitská 7, 118 12 Prague 1, building B, meeting room number 282.

Person who are authorised to be present in person during the opening of envelopes are persons appointed by the contracting authority and always one representative of all tenderers who submitted a bid. Representatives of tenderers shall identify themselves by a power of attorney issued by the statutory person of the tenderer and by their relevant personal identification cards.

### **8.6. Cooperation with the Organisation of a Provider**



The contracting party hereby informs suppliers of the public contract that they will be, while implementing the public contract, supported by a provider selected by the contracting authority (the Provider). The contracting authority will select the Provider within a separate award procedure. The Provider shall render the following supportive activities to the selected supplier of the public contract:

- a) collecting information and data which it is difficult for the supplier to obtain;
- b) verifying information and data gathered by the supplier;
- c) consultations and advisory services.

Mutual relations and the system of cooperation between the supplier and the Provider will be ensured on a contractual basis through (two bilateral) contracts concluded with the contracting authority. The facilitation of mutual direct communication between the supplier and the Provider will be, in compliance with the proposal of the structure and the manner of management within public contract implementation, laid down in the bid of the supplier, and implemented through empowerment (powers of attorney) granted by the contracted authority.

Done at Prague on 12.06.2009.



.....  
prof. Ing. Vlastimil Růžička, CSc.  
Deputy Minister

## **Annex 1**

### **Cover Sheet** **for the Public Contract** **“International Audit of Research, Development and Innovations in the Czech Republic”**

**Tenderer:**

(registered name of the company or the name)

**Seat:**

(in the case of a natural person the place of permanent residence)  
(complete address including postal code)

**Legal form:**

**ID:**

**Tax ID:**

**Content of the bid:**

- 1) Cover sheet
- 2) Information on evaluation criteria
- 3) Proving basic qualifications prerequisites
- 4) Proving professional qualifications prerequisites
- 5) Proving economic and financial qualifications prerequisites
- 6) Proving technical qualifications prerequisites
- 7) Draft contract

**The tenderer hereby acknowledges that he/she is bound by the whole content of the bid for the whole period of the award time limit, i.e. until 31<sup>st</sup> December 2009 and that the definition of public contract implementation encompasses all data necessary for such public contract implementation.**

Done at                      on

Stamp (seal) and the signature of the tenderer

*The person authorised to act on behalf of the tenderer.*