



EVROPSKÁ UNIE
Evropské strukturální a investiční fondy
Operační program Výzkum, vývoj a vzdělávání



Contracting authority for a public contract

Ostrava University

Dvořákova 7, Ostrava, postal code 701 03

TENDER CONDITIONS OF A SMALL-SCALE CONTRACT

Certification of the internal quality assessment system of Ostrava University

Article 1

Data on the Contracting Authority and the Authorized Person

1. Data on the contracting authority

Contracting authority:	Ostrava University
Registered office:	Dvořákova 7, Ostrava, postal code 701 03
Represented by:	prof. MUDr. Jan Lata, CSc., rector
Identification No. (IČO):	619 88 987
Contact person:	Ing. Iva Fajkisová, financial manager, iva.fajkissova@osu.cz, +420 553 464 050
Contracting authority's profile: www:	https://zakazky.osu.cz/ www.osu.cz

2. Representing person pursuant to Section 43 of the act and author of the draft tender conditions and annexes hereto

Representing person:	recte consulting s.r.o.
Registered office:	Nádražní 612/36, Ostrava Moravská Ostrava, postal code 702 00
Identification No. (IČO):	072 54 644
Contact person:	Jana Kobělušová, recte@recte.cz, +420 734 260 410

In this tender, the contracting authority is represented by the above-mentioned company (hereinafter the "**Authorized Person**"). The Authorized Person is entitled to act on behalf of the contracting authority. Empowerment to perform decision-making acts was not granted to the Authorized Person, i.e. empowerment to decide on the contents of the tender conditions, to decide on invited suppliers, to decide on exclusion or to decide on the selection or cancellation of a small-scale contract. The date decisive for the commencement or termination of the relevant deadlines shall be acts performed by the Authorized Person.

Article 2

Data on public contract, contracting authority's electronic tool and method of communication between the contracting authority and suppliers

1. Name of public contract: Certification of the internal quality assessment system of Ostrava University
2. Type of public contract: small-scale contract for supplies, open call
3. Assumed value of the public contract: CZK 1,900,000, VAT excluded
4. The public tender for the relevant public contract is performed within the framework of the project of the Operation Program Research, Development and Education, CZ.02.2.69/0.0/0.0/16_015/0002436, WE ARE "OSTRAVSKÁ" = THE MODERN, INSPIRATIONAL AND ATTRACTIVE PLACE FOR QUALITY STUDY, registration number CZ.02.2.69/0.0/0.0/16_015/0002436.



5. The place of performance is the contracting authority's registered office; the certification must be completed by 31 December 2022.
6. Draft tender conditions of the small-scale contract were prepared by the Authorized Person in cooperation with the contracting authority. The contracting authority's Authorized Person decided on the announcement of this public contract and on the full wording of the tender conditions.
7. The public contract administration takes place electronically through the contracting authority's profile of the electronic tool at <https://zakazky.osu.cz/> (hereinafter the "Tool" or "Profile"), which enables unlimited remote access and where the contracting authority publishes information and documents concerning the public contract and which also enables to perform acts in the electronic form, communication between the contracting authority and suppliers and receipt of bids.
8. All acts within the framework of the tender as well as all communication between the contracting authority and suppliers shall take place electronically through this **Tool or by e-mail**. Documents sent through the Tool shall be considered duly delivered on the date of delivery thereof to the user account of the addressee (contracting authority).
9. The supplier/bidder shall always be responsible for due and timely familiarization with information relating to the relevant public tender, which information the contracting authority publishes within the framework of the profile, as well as for the accuracy of the contact data stated in respect of the supplier (bidder).
10. The supplier shall take into consideration that it is necessary for the communication with the contracting authority and for utilizing all functions of E-ZAK tool that the supplier is registered in this tool of Ostrava University. In the event that the contracting authority already preregistered the supplier in such tool using publicly available information, it is necessary to complete such preregistration and to set the necessary authorizations for the competent persons. The supplier shall be fully responsible for registration in electronic tool E-ZAK, for setting the necessary authorizations for competent persons and for timely takeover of delivered documents connected with the participation in the tender. All conditions and information concerning the electronic tool, including the information on using electronic signature are available in the user handbook and electronic signature manual at <https://zakazky.osu.cz>.

Article 3

Definition of the Performance of Small-Scale Contract

1. The subject of the small-scale contract is conclusion of an agreement on certification of the internal quality assessment system of Ostrava University pursuant to these tender conditions and business conditions. Ostrava University is divided from the organizational viewpoint into parts consisting of colleges, university institute and Whole University Department with approximately 1,400 employees and approximately 8,300 students.
2. The performance of the subject of the public contract includes in particular the following:
 - assessment of the existing status of the internal quality assessment of Ostrava University on the basis of the presented report on self-assessment; the report shall be prepared pursuant to an outline provided by the supplier;
 - consultation of the system of internal quality securing and assessment by the assessment team, including specification thereof (on-line, by personal visits – number and length of the visits); and
 - issue of certificate.

Article 4

Conditions for Responsible Contract Placement

The contracting authority on the basis of the provisions of Section 6, paragraph 4 of the Act took the obligation in the tender conditions into account to fulfil the principles of responsible contract placement



to the extent that the contracting authority considers possible with regard to the character and sense of the placed public contract.

Socially responsible contract placement

The condition of socially responsible contract placement is reflected by the contracting authority in tender conditions when the contracting authority determined qualification criteria near the bottom limit and thereby enabled participation for small- and medium size enterprises to the largest possible extent. The contracting authority declares support for small- and medium size enterprises by reducing the administrative demands connected with the participation in this tender by allowing the use of an affidavit to demonstrate the qualification.

Environmentally responsible contract placement

It was impossible to use them since the nature and contents of the contract do not create conditions for application of aspects of environmentally responsible placement.

Innovation

The contracting authority, with regard to the subject of the public contract and the data, took into consideration the possibility of using innovations with regard to the sense and nature of the contract and the market environment. The contracting authority is not aware of any innovative resolution.

The contracting authority states that the field of responsible placement of public contracts is laid down in the act only for a short time and all principles and aspects for complying with these principles have not yet been clarified. The contracting authority exercised all efforts to take such principles into consideration with all responsibility in accordance with its needs.

Article 5

Selection of the Most Suitable Bid

1. The bids presented by the bidders shall be evaluated pursuant to their economic advantageousness, i.e. pursuant to the lowest bid price, VAT excluded.
2. In connection with the assessment of the amount of the bid prices, the contracting authority reserves the right to request that bidders justify the bid prices in the event that it will consider such bid price extraordinarily low in relation to the subject of the small-scale contract. The written request shall contain information and data that are significant for the amount of the bid price in the contracting authority's opinion or the contracting authority shall give reasons why it considers the bidder's bid price extraordinarily low. The contracting authority shall only take into consideration a written justification of the bidder's extraordinarily low bid price in the event that such price will be justified by objective causes, in particular by economic aspects or by extraordinarily favourable conditions that the bidder has (or will have) available. Potential justification of the extraordinarily low bid price must be delivered to the authorized person no later than within two business days and this deadline shall commence on the day following the day of receipt of the written call, unless the contracting authority sets forth a longer period for explanation.

Article 6

Qualification and Other Requirements of the Contracting Authority

The supplier must submit the following documents in its bid:

1. **Declaration** pursuant to a model that constitutes an Annex to these tender conditions. Such supplier's declaration must be signed by a person who is authorized to act on behalf of or for the supplier.
2. The contracting authority reserves the right to request that the bidders submit written documents requested and listed in the Annex at any time in the course of the period of the small-scale contract, no later, however, than by the conclusion of an agreement with the selected bidder.



Article 7

Requirements for Unified Method of Processing of the Bid Price

1. The supplier shall be obliged to determine its bid price for the fulfilment of the subject of the public contract in the draft agreement. The bid price must be stated as the total price in EUROS.
2. The supplier's bid price must include all services, supplies, fees and other costs of the supplier necessary for the due and full performance of the subject of performance; due to the subsequent invoicing, the price will be divided into two parts as follows: (1) part "evaluation" and (2) part "certification". The supplier's bid price must also include the following:
 - Delivery of an outline for a self-assessment report;
 - Assessment of the status;
 - Consultation;
 - Provision of an assessment report;
 - Issue of a certificate;
 - Costs of the activities of the supplier's team for assessment – salaries, travelling expenses, meals and accommodation expenses including all additional costs; and
 - Other costs incurred in connection with the assessment and issue of the certificate.
3. The supplier shall submit a **price calculation** in the bid; the calculation shall take division into parts into consideration.

Article 8

Contracting Authority's Requirements for the Contents of the Bid

1. The bidder's bid must contain the **Supplier's Declaration** cited in Article 6 of these tender conditions. Where the bidder's bid does not contain the completed Supplier's Declaration or if untrue or inaccurate information is stated in the Supplier's Declaration, the contracting authority may remove such bid from the assessment of the small-scale contract and exclude the bidder.
2. The supplier may only submit one bid, which must be presented in the Czech or English language.
3. The contracting authority reserves the right to request that the bidder clarifies the presented information or documents in writing or to submit further information or documents that shall prove the facts asserted by the bidder in its bid or that shall prove its capability to implement the subject of the public contract duly, on time and under the conditions set forth by these tender conditions, including the agreement.
4. The contracting authority reserves the right to verify the data and information declared by the bidder in its bid. In such an event, the bidder shall be obliged to provide due cooperation to the contracting authority within minimum two business days following the date of delivery of a request for providing cooperation.
5. The supplier shall be obliged to present a **draft agreement** on the subject of performance of the public contract as a part of its bid; such agreement must not exclude or restrict in any manner whatsoever the authority or requirements of the contracting authority set out in the tender conditions of the relevant public contract.

The agreement must contain the following particulars and business conditions:

- Designation of the parties.
- This agreement is concluded on the basis of the tender for the public contract Certification of the Internal Quality Assessment System of Ostrava University.
- The subject of the Agreement is the supplier's undertaking – assessment of the current status of the internal quality assessment of Ostrava University on the basis of the presented report on self-assessment, consultation of the system of the internal procurement and assessment of quality by the evaluation team, issue of an assessment report and issue of a certificate.



- The supplier shall be obliged to provide services for the contracting authority from the effective date of the agreement until 31 December 2022.
- Contact person authorized on behalf of the supplier: (to be completed by the bidder, including the contact e-mail address and telephone number).
- Contact person authorized on behalf of the customer: Mgr. Monika Šumberová.
- The supplier is an active member of ENQA or EQAR.
- The total price for the subject of performance of this Agreement is set forth on the basis of the supplier's bid submitted in the tender for the public contract as the maximum and unexceedable price for the subject of the agreement and shall amount to EUR
- The supplier declares that the total price for the subject of performance of this Agreement contains all its necessary costs connected with the due and timely fulfilment of the obligations arising from this Agreement.
- The payments shall be made on the basis of tax documents (invoices) issued by the supplier, which shall be payable within 30 days following the day of delivery of the tax document to the customer. The same due date shall apply to other payments made (such as contractual penalties, default interests, compensation for damage, etc.). The following text shall be stated in every tax document (invoice): Paid from the project OP VVV, CZ.02.2.69/0.0/0.0/16_015/0002436, WE ARE "OSTRAVSKÁ" = THE MODERN, INSPIRATIONAL AND ATTRACTIVE PLACE FOR QUALITY STUDY.
- The supplier shall be obliged to send invoices electronically to the address financni.uctarna@osu.cz.
- On the basis of the payment of the remuneration for the service provided, the supplier shall provide fully paid and non-exclusive licence to the customer for using the services outputs.
- The parties agree that material outputs shall be used by the customer and made available to third parties for the purposes of publication in the outputs database of the Ministry of Education, Youth and Sport of the Czech Republic for the projects of the Operational Program Research, Development and Education and the customer is authorized to use the outputs for the stated and related purposes.
- The supplier undertakes that during planning, preparation, organization, procurement and performance it shall act in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation (hereinafter the "GDPR").
- The supplier shall take into account that throughout the term of planning, preparation, organization and procurement and throughout the entire period of the performance it shall be in the position of a processor *vis-à-vis* the contracting authority pursuant to Article 4, paragraph 8 of the GDPR.
- The Supplier undertakes that it shall take all appropriate measures for the processing of any personal data for the contracting authority to ensure safe processing of such data in compliance with Article 32 of the GDPR.
- The supplier undertakes that if it engages another processor for the personal data processing for the contracting authority, it shall conclude a personal data processing agreement with such processor, which agreement shall have the particulars of the form pursuant to Article 28, paragraph 9 of the GDPR and all significant particulars of the contents pursuant to Article 28, paragraph 4 of the GDPR.
- The supplier undertakes that it shall not disclose any information that the supplier learned in connection with the performance of the subject of the agreement to any third parties without prior written consent and shall not use the same in conflict with the purpose of this Agreement, unless such information is publicly available or if the information disclosure is required by law or by a binding resolution of the authorized authority. The supplier shall be responsible for breaching the confidentiality obligation by persons who will participate in the performance of this Agreement



- as if the supplier itself breached the obligation. The confidentiality obligation shall survive the performance of this Agreement.
- The supplier shall be obliged to provide services in compliance with generally binding legal regulations and technical standards.
 - The parties shall take into account the risk arising from the dissemination of Covid-19 and the possible related impact on the provision of services. The personnel of the parties shall fulfil all restrictions or conditions concerning the working procedures imposed by their relevant organizations and regulations of the countries involved.
 - The supplier shall be obliged to allow that all entities authorized to perform inspection of the project from the funds of which the supply is paid to perform inspection of the documents connected with the performance of the contract for the period set forth by Czech legal regulations for archiving of such documents (Act No. 563/1991, Coll., the Accounting Act, and Act No. 235/2004, Coll., on Value Added Tax). Such documents shall be maintained in the manner set forth by the applicable legal regulations of the Czech Republic at least until 31 December 2033. The entities authorized to perform the inspection shall have the right of access to such parts of bids, agreements and related documents that are subject to protection pursuant to special legal regulations (such as business secrets or concealed facts) on the assumption that the requirements imposed by legal regulations shall be fulfilled (imposed for example by Act No. 255/2012, Coll., on Inspection (Inspection Rules), as amended). The authorization to perform inspection pursuant to the preceding sentence shall also apply to the supplier's potential subcontractors.
 - The supplier is a person obliged to participate in the performance of financial inspection pursuant to the provisions of Section 2(e) of Act No. 320/2001, Coll., on Financial Inspection in Public Administration, as amended.
 - The customer is an obligatory entity pursuant to Act No. 340/2015, Coll., on Agreements Register (hereinafter the "**Act on Agreements Register**"). The supplier takes into account and expressly agrees that the agreement including all its changes and amendments is subject to publication in the Agreements Register (public administration information system administered by the Ministry of the Interior of the Czech Republic). The customer undertakes to publish this agreement pursuant to the relevant Act on Agreements Register.
 - In compliance with the provisions of Section 219 of Act No. 134/2016, Coll., on Public Procurement, the customer shall publish the agreement at its contracting authority's profile, including all changes and amendments to the agreement, and the amount of the price actually paid for the performance of this Agreement.
 - The customer shall publish the full wording of the agreement, including potential amendments thereto, pursuant to the preceding paragraphs. Where the agreement or amendments contain concealed information, business secrets pursuant to Section 504 of the Civil Code, personal/sensitive data, intellectual property rights or other information that cannot be disclosed when acting pursuant to the regulations stipulating free access to information (hereinafter the "**Protected Information**"), the supplier shall be obliged to inform the customer of such fact no later than on the day of execution of the agreement or the amendment, to precisely identify such information and to qualify the legal reason for the protection of such information. Such parts of the agreement or the amendment (Protected Information) shall not be published by the customer, otherwise the supplier shall be acquainted with the fact that the publication of the full wording of the agreement or the amendment pursuant to the above-mentioned acts shall not be considered as breaching the business secret and that the agreement or the amendment do not contain any other Protected Information and the supplier expressly agrees with the publication of the agreement.
 - The customer shall publish the Certificate of the Internal Quality Assessment System of Ostrava



University on the Ostrava University website and in the publicly accessible database of the Ministry of Education, Youth and Sport.

- This Agreement, including annexes and all matters connected herewith, shall be governed and construed in compliance with the applicable legal regulations of the Czech Republic. Any action arising from the agreement or the services or in connection therewith shall be filed and any proceedings shall take place before the competent courts of the Czech Republic.
 - This Agreement shall take force on the date of execution hereof and effect on the date of publication of this Agreement in the Agreements Register. The contracting authority shall inform the supplier of such fact.
6. Obligations of the contracting authority (customer): The customer shall ensure:
- Appointment of a contact person and group for self-assessment
 - Preparation of a self-assessment report on the basis of the presented outline
 - Procurement of a conference room for a meeting of the assessment team
 - Interpretation from English into Czech and *vice versa*
 - Provision of cooperation to the supplier's assessment team
7. The supplier's bid must also contain a **time schedule** of the assessment and certification with the completion deadline no later than on 31 December 2022
8. The contracting authority shall not admit any variants of bids.

Article 9

Submitting Bids

1. **Bids shall be submitted either in the electronic form** through the contracting authority's electronic tool stated in these tender conditions **or in writing in a sealed envelope delivered contracting authority at the address** Ostrava University, Dvořákova 7, Ostrava, postal code 701 03. The envelope must contain the name of public contract "Certification of the internal quality assessment system of Ostrava University" and the word "**do not open**".
2. The contracting authority set forth a deadline for submitting bids **by 5. 11. 2021 by 11:00 a.m.**
3. The contracting authority notifies the supplier that if the supplier fails to enter its bid into the electronic tool so that it is secured against reading its contents until the end of the deadline for submitting bids, i.e. that the bid is authentic and the data message containing the bid was not manipulated before its opening, such default shall always be to the disadvantage of the supplier. This notification shall also apply in the events where the supplier enters its electronic bid, even if in error, into another unsecured section (for example into the section of an application for providing additional information).

Article 10

Further Information on the Course of the Small-Scale Contract

1. The contracting authority reserves the right to cancel the small-scale contract, to change the contents of the tender conditions or to supplement the same before the deadline for submitting bids expires, subject to compliance with the principles defined in Section 6 of the Act and in the rules for applicants and recipients of the Operation Program for Research, Development and Education of the Ministry of Education, Youth and Sport – general part, version 5.
2. The supplier shall not be entitled to receive reimbursement of the costs incurred in connection with the participation in this tender. The bids shall not be returned to supplier and shall be retained by the contracting authority as parts of the Tender Documentation, even in the events when the contracting authority cancels the tender.
3. The supplier shall be entitled to request a written explanation of the tender conditions from the contracting authority. The written request must be delivered to the contracting authority no later than within four business days prior to the expiration of the deadline for submitting bids. The contracting



authority may also provide an explanation, changes or supplementation of the tender conditions without a prior request. The contracting authority shall publish at the contracting authority's profile an explanation of the tender conditions and potential related documents no later than within two business days following the delivery of the request pursuant to the preceding paragraph. If the contracting authority provides the explanation upon a request for explanation that was not delivered on time, the contracting authority need not meet the deadline stated in the preceding sentence.

4. All bidders that submitted bids within the deadline for submitting bids and whose bids were not excluded from the tender shall be informed of the result of the tender without undue delay. The agreement must be concluded in concert with the tender conditions and the selected bid. If the selected supplier rejects to conclude the agreement with the contracting authority or fails to provide sufficient cooperation to the contracting authority for the conclusion of such agreement, the contracting authority shall exclude such supplier from the participation in the tender. In such an event, the contracting authority shall be entitled to invite the bidder that placed next in the order to conclude the agreement.
5. The contracting authority reserves the right to assess fulfilment of the conditions for the participation in the tender after the evaluation of the bids only in the case of the bidder whose bid was evaluated as the economically most suitable bid pursuant to the evaluation criteria.
6. The contracting authority reserves the right to publish at the contracting authority's profile all additional explanation of the contents of the tender conditions and other information and data relating directly to the relevant small-scale contract, including the notification on the selection of the supplier or including exclusion or cancellation of the small-scale contract. In such an event, all documents and notices shall be considered delivered at the moment of publication thereof.
7. Annexes: Annex – Declaration of the Supplier

The contents of the conditions were approved by the contracting authority on 7 October 2021, including a list of the suppliers to which a written invitation to submit a bid for the small-scale contract will be sent by electronic mail.