

## **Invitation to tender for a small-scale public service contract**

In accordance with the provisions of Sections 27 and 31 of Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter referred to as "the PPA"), and with the Rector's Directive No. 15/2016, on Public Procurement at the Silesian University in Opava, you are hereby

**invited**

to submit a tender for a small-scale public service contract (tendering procedure) titled:

### **"EXPERT SUPPORT FOR EDUCATION OF TEAM COACHES"**

This small-scale contract is assigned in a tendering procedure outside the PPA scheme, on the basis of which the contracting authority will proceed by direct assignment to the bidder who shall offer the best value for money in their bid. The preceding paragraph shall apply even if the contracting authority applies the terminology of the PPA or a part thereof in direct quoting. For this tender procedure, however, the vesting conditions are only those specified in this Invitation to Tender ("the Invitation").

#### **1. Identification data and contact details**

Public tender contracting authority:	<b>Silesian University in Opava</b>
Registered office:	Na Rybníčku 626/1, 746 01 Opava, Czech Republic
Legal form:	a public university
ID No.:	47813059
Statutory representative:	doc. Ing. Pavel Tuleja, Ph.D., Rector of the University
Tel./ e-mail:	00420 553 684 621 / rektor@slu.cz
Person authorized to award the said contract:	doc. Ing. Pavel Tuleja, Ph.D., Rector of the University
Tel./ e-mail:	00420 553 684 621 / rektor@slu.cz
Person authorized to act in the matters related to the contract:	Ing. Ivana Růžičková, MPA, Bursar of the University
Tel./ e-mail:	00420 553 684 630 / kvestor@slu.cz
Contact person for this inquiry procedure:	Ing. Pavla Vítková, Public procurement specialist
Tel./ e-mail:	00420 553 684 642/ pavla.vitkova@slu.cz

## **2. Information on the contract subject matter**

Name of public contract:	<b>Expert support for education of team coaches</b>
Estimated value:	CZK 750,000.00 without VAT
Type of public contract:	services
Expected date to conclude the contract:	April 2021, after the termination of the public contract
Public contract scheme:	small-scale public contract
Admissibility of bid variants:	no
CPV codes:	80521000-2 educational programs

## **3. Tendering method** online

## **4. Responsible public procurement**

In view of the nature and purpose of the contract, where its subject matter is to provide specific training, the contracting authority did not find the principles of socially responsible procurement, environmentally responsible procurement or innovation as applicable in sense of Section 6 of the PPA. The subject matter of the contract is team coaching in the English language, which can only be supplied by a limited range of suppliers. Any other specificities concerning responsibility for the contract award could make it impossible to place a bid in the procurement procedure.

## **5. Subject matter and description of the contract**

The subject matter of the public contract is to provide a training program for team coaches who will run a course in the new Bachelor's degree program called Innovative Business. The preparation of coaches will take place mainly abroad, in English.

More detailed criteria are set out in Annex 1 to the Invitation — Specifications of the small-scale public contract subject matter.

The subject matter of the contract includes all activities, supplies and services necessary for the proper implementation, as well as for fulfilment all the supplier's obligations under this contract.

Due to the nature of this public contract, no inspection of the place of implementation shall take place.

## **6. Estimated contract value in CZK (without VAT)**

The estimated value of the contract is CZK 750,000.00 without VAT (in words: seven hundred and fifty thousand Czech crowns without VAT).

## **7. Time and place of contract implementation**

The contract will be concluded for a definite period of 1 year. The expected contract implementation start date immediately follows the termination of the procurement procedure, i.e. approx. in **April 2021**, once the contract has come into force.

The handover of the contract subject matter (i.e. completed education of team coaches): **July 2022**

The place of the contract delivery is the place of implementation of the training program designated by the supplier.

## **8. Business and payment terms and conditions**

The implementation will be provided at least under the following business and payment terms and conditions, which the supplier shall include in the draft contract:

- 1) The Supplier undertakes to:
  - a. carry out educational activities to the agreed extent in English;
  - b. develop training materials and provide them to all the educational activities participants;
  - c. verify the participants' acquired knowledge and skills at the end of the educational activity;
  - d. issue a certificate or letter of confirmation on the completion of the educational activity for individual educational activity participants;
- 2) The given course dates will be specified in advance via e-mail no later than 14 days prior to the provided educational activity. The Supplier may refuse to provide services only in exceptional justified cases, in particular due to the impossible delivery of the service caused by force majeure. In such a case the Supplier undertakes to arrange an alternative date with the client.
- 3) The price includes all costs necessary and eligible for the implementation of the subject matter of this agreement. VAT in the statutory amount shall be added to prices excluding VAT.
- 4) The basis for payment of the agreed price will be an invoice issued by the supplier stating the price calculated for the properly completed educational activities within 15 calendar days after their due completion.
- 5) The invoice must include all the formalities of a tax document as well as the educational activity designation, date when held and a reference to the concluded contract. In the event that the invoice does not contain the prescribed formalities, the client is entitled to return it for correction and completion of details where in such a case its original maturity date is no longer valid. The maturity period shall start running again from the new corrected invoice issue date and date of service on the client.
- 6) The taxation date shall be the date on which the client has confirmed the takeover of the completed job, i.e. the implementation of individual educational activities according to the schedule and the handover of the relevant documents shall be completed.
- 7) The maturity date of the issued tax document is 30 calendar days from the date of its service on the client. In case of any doubt as to the date of delivery of a tax document, the date of service shall be considered to be the third day following its issue.
- 8) The contracting authority shall allow for granting of an advance payment.
- 9) This Agreement shall come into force and effect on the date when signed by both parties to the Agreement.
- 10) The client is entitled to withdraw from this Agreement in the event of a serious breach to the contract by the supplier where the supplier fails to remedy the breach despite a written request from the client. It is considered to be a serious breach to the contract if the supplier repeatedly fails to provide any part of the educational activity within the professional training in a proper manner. The cancellation of the contract occurs as soon as a written expression of the will to withdraw from this contract has been served on the supplier. The

client is also entitled to withdraw from the contract in the cases stipulated in Section 2001 an. of Act No. 89/2012 Coll., the Civil Code, as amended.

- 11) Pursuant to Section 2e of Act No. 320/2001 Coll., on the Financial Inspection in Public Administration, as amended, the supplier is the person responsible for cooperation in the exercise of financial inspection. The supplier is obliged to keep documents related to the implementation of the contract and to allow persons authorised to carry out the inspection to inspect the documents related to the implementation of the contract, for the archiving period laid down by the legislation of the Czech Republic (Act No. 563/1991 Coll., on Accounting and Act No. 235/2004 Coll., on Value Added Tax).
- 12) The parties to the Agreement agree that the contractual relationship established by this Agreement, including any possible disputes, shall be governed by the Czech law, in particular by Act No. 89/2012 Coll., the Civil Code, as amended. The parties to the Agreement expressly exclude any application of the United Nations Vienna Convention on Contracts for the International Sale of Goods. Furthermore, the parties to the Agreement agree on the exclusive competence and jurisdiction of the Czech courts in the event of any disputes.

#### **9. Requirements of the contracting authority for the proof of the bidder's qualification prerequisites**

A bidder shall become qualified to comply with the tender if they proof their competence and ability to perform and implement the contract in the manner and to the extent specified in this invitation by proof of compliance with:

- **the basic competence,**
- **the professional competence,**
- **the technical qualification.**

#### **Common provisions for qualification**

**The proof of qualification** shall be submitted by bidders in their bids **in accordance with Section 53 para. 4 of the PPA in plain copies, i.e. soft copies.** The bidder is obliged to submit documents proving **compliance with the qualification along with their bid.**

The contracting authority may request **the originals or officially certified copies of the qualification documents be submitted in the course of the tendering procedure.** Documents proving basic competence pursuant to Section 74 of the PPA and professional competence pursuant to Section 77 para. 1 of the PPA shall prove compliance with the required eligibility criterion 3 months prior to the date of submission of the bid at minimum.

#### **Basic eligibility**

According to the request of the contracting authority, a bidder is considered compliant with basic competence if they:

- have not been lawfully convicted in the country of their registered office in 5 years preceding the opening of the procurement procedure for an offence listed in Annex 3 of PPA or for a similar offence under the law of the bidder's country of residence; spent convictions shall not be taken into account;
- do not have any tax arrears due in the Czech Republic or in the country of their registered office;
- do not have any arrears due on premiums or on penalties for public health insurance in the Czech Republic or in the country of their registered office;

- do not have any arrears due on premiums in the Czech Republic or in the country of their registered office, or arrears due on social security penalties or state employment policy contributions;
- are not in liquidation, no bankruptcy decision has been issued against them, no compulsory administration has been ordered against them under another law, nor are they in a similar situation under the law of the country of the bidder's registered office.

Where the bidder is a legal person, the condition referred to in the first indent must be met by that legal person as well as by each member of the statutory body. Where a legal person is a member of the statutory body of the bidder, the condition referred to in the first indent must be met by: i) that legal person; ii) each member of the statutory body of that legal person; and iii) a person representing that legal person in the statutory body of the bidder.

Where a company branch participating in the tendering procedure is: i) a branch of a foreign legal entity, the condition referred to in the first indent must be met by this legal person and by the manager of that company branch; (ii) a branch of a Czech legal entity, the condition referred to in the first indent must be met by the persons referred to in the preceding paragraph and by the manager of that company branch.

The bidder demonstrates compliance with the conditions of basic competence in relation to the Czech Republic by submitting **an affidavit of basic competence compliance, the recommended template** of which is included in **Annex No. 2** (hereinafter referred to as "**the Affidavit**").

#### **Professional competence**

The bidder is obliged to provide the following documents to prove their professional qualification:

- an extract from the Commercial Register or other records of a similar kind if the bidder is registered there in accordance with special regulations; the extract must not be older than 90 calendar days as at the date when the bid is submitted,
- a proof of business licence, i.e. a trade licence(s) or an extract from the Trade Register containing the business activities to the extent corresponding to the subject matter of this small-scale public contract.

#### **Technical qualification**

In order to demonstrate their technical qualification, the contracting authority shall require the following to be submitted:

- confirmation that they hold internationally recognized team coaching certification,
- documented evidence of at least 5 years of experience in providing education in English and focusing on team coaching intended for systematic use in teaching practice,
- documented references on successfully completed team coaching educational courses from at least 5 different higher education institutions.

Compliance with these prerequisites can be demonstrated in the form of an affidavit signed by the authorized person of the bidder in accordance with the way of acting of a legal or natural entity according to the Civil Code. The service must have been provided and completed in the course of 3 years preceding the commencement of this procurement procedure. A template for the list of reference contracts is included in Annex No 3.

### **10. Restrictions on the submission of bids**

The contracting authority does not admit any variants of the bid.

#### **11. The bid price processing method**

**The bidder's bid price will be stated for the entire contract subject matter in accordance with this Invitation. The bidder shall fill in the bid price into the table for calculating the bid price included in the bid Cover Sheet (Annex No 4).**

The contracting authority requires the bid price to be stated in the contract in Czech crowns broken down to: a bid price in CZK without VAT, separately the valid VAT rate and the bid price including VAT. The bidder is responsible for the correctness of the filled in VAT rate. The bid price will be stated to two decimal places.

In the event of any discrepancy between the price stated in the bid cover sheet and the text of the contract, the price recorded in the text of the contract shall be considered to evaluate the bid.

The bid price shall include all costs associated with the implementation of the contract, taking into account all risks and impacts (in particular transport costs, insurance premiums, implementation-related costs, other fees and exchange rate effects). The bid price shall be processed and offered as the highest permissible, final and valid throughout the duration of the public contract. The bid price can only be exceeded with respect to any change in VAT regulations, and only to the extent of such a legislative change.

Where the bidder grants a discount to the contracting authority, that discount must be included in individual items of the bid (it is unacceptable to grant a discount as a single item reducing the whole bid price).

#### **12. Evaluation criteria**

The basic evaluation criterion is the **value for money** of the bid, which will be assessed by the contracting authority according to the **lowest bid price without VAT**.

The evaluation will be carried out according to the absolute amount of the bid price without VAT in the order from the lowest up to the highest bid price.

In the event of identical bid prices, the decisive factor shall be the earlier time of the bid service.

#### **13. Explanation to the tender documentation**

The bidder has the right to require the contracting authority to explain the tender documentation on the basis of a written request which shall be delivered to the contracting authority within the statutory period of time. The bidder shall deliver the written request to the contracting authority by means of the E-ZAK electronic tool or, where appropriate, to the e-mail address of the contact person referred to in paragraph 1.

Explanation to the tender documentation or the contracting authority's response to the bidder's questions shall be published by the contracting authority no later than 2 working days after the bidder's request service. The contracting authority shall not be obliged to provide any explanation unless the request for explanation has been served in time, i.e. at least 4 working days prior to the closing date for the submission of bids. The contracting authority may also explain the contract documentation without any prior request (on its own initiative).

Explanation to the tender documentation shall be published by the contracting authority in the contracting authority's profile at the website <https://zakazky.slu.cz/>.

#### **14. The form and processing of the bid**

The bid must be prepared in **Czech or English**. Bids submitted in English do not need to be translated into Czech. The bid submitted by the bidder shall include:

- Cover sheet of the bid (see the template in Annex No. 4)

- Affidavit of basic competence compliance (see the template in Annex No. 2)
- Documents proving professional competence
- Affidavit of technical qualification compliance — a list of reference contracts (see the template in Annex No. 3)
- Draft contract and its possible annexes in an editable format

The bidder bears sole responsibility for the bid contents completeness – the list of documents contained

in this Article or in this tender documentation is to be used only to facilitate and guide the bidder when completing their bid – i.e. should this list fail to include a document which has to be included in the bid based on an obligation arising from the tender requirement or a law, the bidder cannot be relieved of their liability for the bid contents incompleteness merely by referring to this list of documents.

List of subcontractors: if the contract is performed through a third party, the contracting authority requires the bidder to indicate in their bid (in the annex to the draft contract) which part of the contract will be carried out by a third party (subcontractor) and to identify those third parties (if there is a subcontractor, the bidder is obliged to provide their identification details). The subcontractor shall also provide the required documents to prove their qualification. The bidder shall be fully responsible for all the activities of the subcontractors. A change of subcontractor in the course of the contract implementation is only possible based on the prior written consent by the contracting authority. In the event that the bidder provides no list of subcontractors, the contract shall be considered to be carried out by using their own capacities only.

If the contract, cover sheet and other documents are signed by a person other than the person stated in a valid extract from the Commercial Register, if a participant is registered there, the original of the power of attorney signed by a person authorised to act on behalf or in the name of the participant in the way as entered in the Commercial Register if entered in it, or in accordance with a special regulation, an officially certified copy (copy) of the original power of attorney must always be documented. In the event of joint participation of bidders submitting a joint bid, they shall submit a cover sheet dated, stamped and signed by the person authorised to act on behalf or in the name of the participant of all such bidders by analogy as described above.

#### **15. How to submit a tender**

Tenders shall be submitted **online** by means of the electronic e-ZAK instrument specified by the contracting authority (the address of the contracting authority profile is [https://zakazky.slu.cz/contract\\_display\\_529.html](https://zakazky.slu.cz/contract_display_529.html), or, where appropriate, to the e-mail address of the contact person referred to in paragraph 1.

#### **16. The deadline for the submission of tenders and period for the binding effect of tenders**

**The closing date for the submission of tenders** is 28. 04. 2021 at **10:00 a.m.**

The contracting authority shall set the tendering period for which the bidders are **bound by their tenders to be 90 days from the deadline** to submit a tender. The tendering period shall begin running from the deadline to submit tenders.

#### **17. The contracting authority's electronic tool and way of service**

For the purposes of this public contract, the procurement documentation shall be publicly accessible to the full extent, including all annexes, online in an electronic form and shall be available free of charge by unrestricted and direct remote access throughout the tender period at the public contract internet address in the contracting authority's profile:

- the internet address of the contracting authority's profile: <https://zakazky.slu.cz/>,

- the internet address of the public contract in the contracting authority's profile:  
[https://zakazky.slu.cz/contract\\_display\\_529.html](https://zakazky.slu.cz/contract_display_529.html)

This public contract is entered online via the E-ZAK electronic tool available at <https://zakazky.slu.cz/>.

The contracting authority shall recommend to bidders to register and/or complete their registration in an electronic tool at the internet address <https://zakazky.slu.cz/registrace.html> unless they had done so prior to the initiation of this tendering procedure.

All actions of the contracting authority in the context of this tendering procedure, including the provision of tender documentation, shall be carried out by the contracting authority by means of an e-tool, unless otherwise specified in this invitation or during the tendering procedure.

The User's Guide for bidders and the electronic signature applet guide are available in the profile of the contracting authority in the e-tool.

Questions from bidders regarding the use of the e-tool shall be answered by the contact person of the contracting authority in matters relating to the procurement procedure.

All documents sent via the E-ZAK electronic tool shall be deemed to have been duly served on the date of their service to the addressee's user account. Service validity is not affected by whether the document has been read or not.

#### **18. Other information of the contracting authority**

The contract is not awarded according to Act No. 134/2016, on Public Procurement, as amended, the contract is awarded in accordance with Rector's Directive No. 15/2016, on Public Procurement at the Silesian University in Opava.

The contracting authority reserves the right to reject a tender submitted to them.

The costs associated with participating in the selection procedure shall not be reimbursed to the bidders by the contracting authority.

The contracting authority reserves the right to publish a notification of the best tender selection within 5 working days from the decision in the contracting authority's profile at: <https://zakazky.slu.cz/>.

The contracting authority reserves the right to cancel the tendering procedure without giving a reason at any time prior to the signing of the contract.

#### **Annexes:**

- Annex No. 1 – The specifications of the small-scale public contract subject matter parameters
- Annex No. 2 – The bidder's affidavit on compliance with basic competence
- Annex No. 3 – The list of reference contracts
- Annex No. 4 – The cover sheet of the bid

In Opava on \_\_\_\_\_

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Doc. Ing. Pavel Tuleja, Ph.D., Rector