DOCUMENTATION

for the open public procurement procedure entitled

"Elaboration of the joint operational programme for the programming period 2014-2020 in the cross-border eligible areas in Hungary, Slovakia, Romania and Ukraine"

and

"Ex-ante Evaluation and Strategic Environmental Assessment for the joint operational programme for the programming period 2014-2020 in the cross-border eligible areas in Hungary, Slovakia, Romania and Ukraine"

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Chapter I
Guidelines for Tenderer

A. INTRODUCTION

To Tenderers

Please study carefully the call for tender (hereafter: tender) initiating the procedure and the content of the present document supplementing the tender, in order to able to submit an appropriate tender.

The Contracting Authority has divided the tender document into the following chapters:

Chapter I: GUIDELINES FOR TENDERERS

a. This document contains the Guidelines and the general descriptions for Tenderers aimed at facilitating tendering.

Chapter II: SAMPLEDECLARATIONS

a. In order to facilitate the preparation of tenders, sample declarations are included, the usage of which is recommended. If used, the forms have to be filled and duly signed and attached to the tender. The forms can be sent to the Tenderer in an editable electronic form, on request.

Chapter III: TECHNICAL DESCRIPTION

a. This chapter contains the description of the task to be carried out.

Chapter IV: DRAFT CONTRACT

a. This chapter contains the draft Contract to be concluded with the successful Tenderer.

VÁTI Magyar Regionális Fejlesztési és Urbanisztikai Nonprofit Kft. designed the present document concerning an open tender exceeding the community threshold pursuant to the Act CVIII of 2011 on Public Procurement (hereinafter referred to as PPA). The Tenderers are requested to prepare their tender in accordance with Act CVIII of 2011 on Public Procurement. We wish you success in your tender and we hope that we have provided assistance in the elaboration of the tender.

1. GENERAL INFORMATION

1.1. The **VÁTI Magyar Regionális Fejlesztési és Urbanisztikai Nonprofit Kft**. (hereafter: Contracting Authority) requests data and information from the Tenderer (hereafter: Tenderer) according to the conditions hereof published in the framework of this procedure.

1.2. By submitting a tender, the Tenderer fully accepts the conditions of the call for tender and its documentation, as the exclusive basis for the tender, according to the provisions of the APP, giving up the right to reinforce their own service conditions.

1.3. The service must be in full compliance with the task description provided in Chapter III of present document.

1.4. It is the responsibility of the Tenderer to carefully study and to keep the instructions, formal criteria, conditions and provisions of this document. If the Tenderer fails to submit the document and information by the defined deadline or if they submit a tender that does not meet the requirements regarding form and content of the call for tender or this documentation, this may result in invalidating the tender and the Tenderer does so at its own risk.

1.5. In the course of the present tendering procedure the Tenderer may not submit a further tender jointly with a different Tenderer, may not participate as a subcontractor of a different Tenderer and may not certify the suitability of any other Tenderer, according to Article 28 (1) of APP.

1.6. The Tenderer must submit a full tender concerning the performance of the task.

1.7. It is the responsibility of the Tenderer to investigate the accuracy of the documentation or any other information provided by the Contracting Authority concerning the tasks to be performed.

1.8. The Contracting Authority assumes that the Tenderers are aware of Hungarian and community legislation, especially the APP applicable for the present public procurement procedure and the contract to be concluded with the successful Tenderer. By submitting the tender, the Tenderer declares that they are aware of the effective regulations and the regulations that are known now and those which will be in force at the time of the performance of the task and that the Tenderer has elaborated the tender in line with these regulations.

2. RIGHTS AND RESPONSIBILITIES OF THE TENDERER

2.1. The Tenderer must bear the costs incurred in connection with the preparation and submission of the tender. Under no circumstances can the Contracting Authority may not be held responsible for these costs, regardless of the result of the public procurement procedure.

2.2. The Tenderer must not forward the documentation to any third party, unless providing necessary information to subcontractors and third parties involved in the contract. Furthermore, the publication of the documentation and its utilisation outside the scope of the present public procurement procedure is prohibited.

2.3. Contracting Authority must ensure and the Tenderer must respect the fair and the public nature of competition.

2.4. The Tenderer may prohibit, explicitly in a separate Appendix, disclosure of business secret included in the tender (section 81 (2)). The documentation in regard to business secret must contain solely information (section 81 (3)) that would cause disproportionate harm in regard to the business activity in case of disclosure. [Tenderer may not prohibit disclosure of its name, address (registered seat or residence) or of any fact, information, solution or other data that is subject to the assessment criteria. Furthermore, the disclosure of data subject to data disclosure and information provision according to the legal provisions on data of public interest or data subject to disclosure due to overriding public interest may not be prohibited or limited invoking business secrecy.

2.5. The information that Contracting Authority must include in the written summary as per section 77 (2) cannot be considered as business secret.

3. JOINT TENDER

3.1. In the event of a joint tender joint Tenderers are obliged to include their agreement in the tender documentation, signed by each member, containing at least the following information:

a) Name and registered seat of the members of the consortium;
b) The name and address of the consortium;
c) The purpose of the consortium agreement;
d) It must contain the subject of the public procurement procedure and a reference to the call for tender initiating the procedure. The members of the consortium must declare that they intend to participate in the public procurement procedure as joint Tenderers;
e) The joint and several fulfilment commitment and the joint and several responsibility declaration of the Tenderers concerning the contractual obligations, if they are selected as successful Tenderers;
f) The person(s) authorised to represent the joint Tenderers, as well as the natural person(s) who can make legally effective statements and those who are authorised to sign on behalf of the joint Tenderers. The signature specimen of the person authorised to represent the joint Tenderers has to be attached to the agreement;
g) The tasks of the members of the joint Tenderers, their share of the contract price, furthermore the list of responsibilities performed separately by each Tenderer (indicating the relevant Tenderer), and tasks that will be carried out by more than one Tenderer jointly (with the identification of the relevant Tenderers);
h) In the event of a successful tender, the method of the contract signing, and the name of the Tenderer submitting the invoice.
i) The agreement of the joint Tenderers should take effect

- without suspension (enactment) or termination provisions;
- without connecting the enactment or the termination of the agreement to a particular date;
- with the signature of every consortium member without requiring the consent of a third party or the approval of an authority.

3.2. In case of a joint Tender the Tenderers are obliged to conclude a consortium agreement according to the provisions of Point 3.1. The conditions of co-operation should be defined in accordance with the minimum substantive elements described in Point 3.1.

In declarations made in the name of the joint Tenderer it has be indicated that the declaration is made in the name of the joint Tenderer.

3.3. During the public procurement procedure Contracting Authority maintains contact with the joint Tenderers exclusively through the contact person defined in the relevant statement of the Tenderers. Contracting Authority shall therefore send the documents generated during the procedure only to the contact person indicated by the joint Tenderers after the expiration of the tender submission deadline.

B. INFORMATION REQUEST

1. THE CONTENT OF DOCUMENTATION

1.1. It is the responsibility of the Tenderer to study all of the provisions and instructions of the call for tender and the documentation.

1.2. If there is a difference between the call for tender and the documentation the content of the call for tender shall prevail.

1.3. If the Tenderer does not deliver all of the information defined in the call for tender and the documentation, or if the tender does not meet the requirements defined in the call for tender or documentation, every risk arising from that is born by the Tenderer in every respect, and may result in the invalidation of the tender.

2. ADDITIONAL INFORMATION

2.1. In order to submit an appropriate tender or request to participate, any economic operator that is a potential Tenderer in the given public procurement procedure may request additional (interpretative) information concerning the content of the call for tender or the documentation in written form from the Contracting Authority at the following address:

VÁTI Magyar Regionális Fejlesztési és Urbanisztikai Nonprofit Kft.
Postal address: 1016 Budapest, Gellérthegy utca 30-32.
Contact person: Áron Szakács
Phone: +36 1 224 3100/4209
Fax: +36 1 224 3291
E-mail: aszakacs@vati.hu; kozbeszerzes@vati.hu

2.2. The additional information must be provided within a reasonable period after the reception of the request but no later than 6 (six) days prior to the expiry of the deadline for submission of tenders, furthermore the content of the additional information shall be accessible at the Contracting Authority. In any other cases Article 45 of the PPA is applicable.

2.3. In the present procedure Contracting Authority shall not hold consultations.

2.4. After the expiry of the submission deadline the Tenderer may not submit additional questions to the Contracting Authority concerning the procedure.

2.5. The Tenderer can only contact the contact person defined in the call for tender until the closure of the procedure. Contracting Authority refuses any other form of contact that is personal or may not be documented. The Tenderer must consider the documents sent by third party on behalf of the Contracting Authority as those are sent by the Contracting Authority itself during the procedure.

C. REQUIREMENT REGARDING CONTENT AND FORM OF THE TENDER

1. THE CONTENT OF THE TENDER

1.1. The tender should be prepared and submitted by the Tenderer in compliance with the requirements regarding content and form set out in the call for tenders, according to the sequence of documents included in the table of contents included in this present documentation, if possible. The tender must contain in particular, the explicit declaration ("tender declaration" form) of the Tenderer concerning the conditions set out in the call for tenders.

1.2. Within the tender package the Tenderer has to submit statements and certificates concerning the non-existence of grounds for exclusion, as well as regarding financial and economic as well as technical and professional suitability.

1.3. Chapter III describes the task to be performed. After the conclusion of the contract, the Contractor (successful Tenderer) may not argue that he was not aware of the entire content of the task.

1.4. The call for tenders and the documentation serve as a basis for the elaboration of the tender. The tender should include the complete performance of the tasks subject to public procurement, as described by the documents published by Contracting Authority to launch the call for tender.

1.5. The tender maybe submitted in accordance with the call for tenders and the documentation. Any tender that contains the Tenderer's own conditions and criteria shall be considered as invalid. Tenders with multiple versions may not be submitted.

2. DOCUMENTS PROVING THE ELIGIBILITY, SUITABILITY AND QUALIFICATION OF THE TENDERER

2.1. Anyone interested in participating in this procedure may submit a tender if they meet the suitability requirements defined by the Contracting Authority regarding expertise, performance capability, previous activities, reliability and financial situation.

2.2. The document verifying suitability of the Tenderer defined in the present document must prove without doubt, that the Tenderer has the required authorisations and qualifications set out in the tender notice at the time of submission of his tender..

2.3. The certificates and official documents exhibited to prove suitability must have the appropriate content, based on which the suitability requirements maybe accurately assessed. They should contain all relevant information based on which compliance with the call for tenders maybe clearly evaluated.

2.4. The copy of the specimen signature of the persons authorised to sign the tender or the declarations representing part of the tender on behalf of the Tenderer, subcontractor and other entity participating in the certification of suitability or the signature specimen countersigned by an attorney as described in Article 9 (1) of Act V of 2006 must be submitted. If the tender or the necessary declarations are signed by anyone other than the person authorised to sign on behalf of the Tenderer, subcontractor and other entity participating in the certification of suitability, the authorisation issued in form of a private document representing conclusive evidence by the person authorised to sign should be attached. This authorisation must contain the signature of the authorised representative as well.

2.5. Suitability maybe verified by the Tenderer, by the joint Tenderer pursuant to Article 55 (4)-(6) of the PPA, by the subcontractor or by any other organisation certifying suitability.
If the Tenderer relies on the capacity of any other entity to prove suitability, according to Article 55 (5) of the APP, then the related statements and certificate(s) should also be attached.

2.6. The sample declarations included in Chapter II of this documentation are published in order to facilitate the elaboration of the tender. Regarding the forms, the *foot notes* and the *grey italic text* maybe omitted.

3. THE LANGUAGE OF THE TENDER

3.1. The language of the tender is Hungarian.

3.2. Contracting Authority may it possible to use English language during the procedure instead of Hungarian (section 2 (6)).

In the event of submission of a document in a foreign language, its Hungarian/English translation should also be attached. Contracting Authority does not require the submission of a certified translation; it accepts the responsible Hungarian/English translation of the document. By responsible translation the Contracting Authority means a translation concerning which the person authorised to represent the Tenderer makes a statement that it is fully identical with the original text. Documents that are not in Hungarian/English and do not have at least a responsible Hungarian/English translation will not be considered by the Contracting Authority during the assessment of the tender. The Tenderer is responsible for the accuracy of the translation.

4. EXCHANGE RATE RULES

4.1. In course of changing various currencies into Hungarian Forint or Euro, the Tenderer is obliged to apply the exchange rates of the Hungarian National Bank valid on the day when the tender is submitted. If a currency is not quoted by the Hungarian National Bank, the Euro rate of the given currency applied by the central bank of the Tenderer on the day of the submission of the tender shall be applied. The Tenderer is obliged to indicate the applied exchange rate.

5. OBLIGATORY TABLE OF CONTENT OF THE TENDER

5.1. The tender must contain every document listed in the obligatory table of content, list of all documents that are relevant in regard to the tender (form M0 in Chapter II of the documentation).

5.2. In case of joint tender or in case of involving a subcontractor or if the Tenderer intends to rely on the capacities of another entity, the verification should be attached according to the items in the table of content, if possible.

6. THE FORM OF THE TENDER AND SIGNATURE

6.1. The Tenderer should submit 1 (one) paper-based copy and 1 (one) electronic copy of the tender. The electronic copy should be in every respect equal to the paper-based copy and should be submitted in a scanned .pdf file on a CD or DVD data medium.

6.2. The paper-based copy of the tender should be typed and printed or should be

legibly written with a non-erasable ink and should also be signed by the representative authorised to sign for tenderer or person(s) who is (are) authorised to act in the name and on behalf of tenderer.

6.3. Every page (except blank pages) of the tender should be numbered continuously with positive whole numbers beginning with 1 and one by one in ascending order (1, 2, 3, ...). It is not obligatory to number the covering page, but it may be. As for the number format, tenderer may insert zeros before the whole numbers (i.e. the numbering with 001, 002, ... is accepted, where the number of zeros is not specified).

6.4. The tender may not contain any insertions, deletions or transcriptions or notations except if the modification is signed by the signatory of the tender.

7. SEALING AND ADDRESSING THE TENDER

7.1. The Tenderer must submit the original hardcopy and the electronic sample of the tender in a sealed envelope or box or package.

7.2. The envelope, box or package should be labelled according to the template provided in the tender documentation (II Sample Declarations / Addressing packaging).

7.3. If the envelope, box or package is not sealed and addressed according to the provisions above, then Contracting Authority does not bear any responsibility for misdirection or untimely opening of the package.

8. THE DEADLINE AND PLACE OF THE SUBMISSION OF THE TENDER

8.1. The tender should be submitted to the address indicated in the call for tenders either directly or by mail or by a delivery service before the expiry of the submission deadline.

8.2. Tenders sent by mail or by a delivery service shall only be considered to be submitted in time only if the Contracting Authority receives the tender before the expiry of the submission deadline. The Tenderer shall bear the risk of losing the tender.

8.3. In accordance with Article 74(1)(a) of the PPA, any tender submitted after the expiry of the submission deadline as defined by the Contracting Authority shall be deemed invalid.

D. OPENING AND EVALUATION OF THE TENDERS

1. OPENING THE TENDERS

1.1. At the time of the expiry of the tender submission deadline opening of the envelopes that arrived before the deadline, shall be commences. The opening will proceed until all of the tenders submitted before the expiry of the deadline become opened.

1.2. Contracting Authority opens the tenders at the time and place defined in the call for tenders, in the presence of the persons defined in Article 62 (2) of the PPA. The representatives of the Tenderer shall sign an attendance sheet in order to prove their presence.

1.3. At the opening of the tenders the Contracting Authority shall disclose the name, address (registered seat or residence) of the Tenderers and the main quantifiable data that will be subject to evaluation based on the assessment aspects (sub aspects).

1.4. The Contracting Authority shall record minutes about the opening of the tenders and the information provision thereof, which will be sent to every Tenderer, within 5 days after opening the tenders.

2. CHECK OF THE VALIDITY OF THE TENDERS

2.1. The Contracting Authority shall assess whether the tender complies with the terms and conditions of the call for tenders, the tendering documentation and relevant legislation.

2.2. The Contracting Authority shall establish at the opening of the tenders or afterwards, which tenders are invalid. A tender shall be deemed invalid if

a) the tender was submitted after the expiry of the deadline;
b) if the Tenderer or its subcontractor or the entity involved in the certification of the suitability does fulfil the conflict of interest criteria (Article 24);
c) the Tenderer, the applicant for participation or its subcontractor or the entity involved in the certification of the suitability is disqualified from the procedure;
d) the Tenderer does not comply with the suitability requirements necessary for performing the contract;
e) the Tenderer does not meet the requirements defined in the call for tenders, the documentation or the regulations, with the exception of the formal criteria set out by the Contracting Authority;
f) if the consideration offered is abnormally low (Article 69);
g) if a tender element appears to have unfeasible, abnormally low or high or disproportionate undertaking (Article 70);
h) if the Tenderer fails to provide the tender guarantee to the Contracting Body within the time limit or in a smaller amount than it was prescribed.

2.3. The Contracting Authority shall exclude from the procedure the Tenderer, subcontractor or entity involved in the certification of the suitability

a) who falls within the scope of the grounds for exclusion (Articles 56-57);
b) who are subject to grounds for exclusion (Article 56-57) that arise during the procedure

2.4. The Contracting Authority may exclude from the procedure

a) the Tenderer or an economic operator requesting to participate for whom national treatment does not have to be applied [Article 2 (5)];

b) the Tenderer who offers a product of an origin for which no national treatment has to be applied [Article 2 (5)]

2.5. The Contracting Authority shall inform the Tenderer in writing about the exclusion, or the invalidity of his tender as well as about the reasons as soon as possible and no later than 3 (three) days after the decision.

2.6. The Contracting Authority shall not provide any information concerning the assessment, clarification, evaluation and comparison of the tender after opening the tenders to the Tenderers or to any person who is not officially involved in the procedure.

2.7. The content of the tenders cannot be used partially or fully, beyond the scope of the selection procedure.

3. SUPPLY OF MISSING INFORMATION, PROVISION OF INFORMATION

3.1. The Contracting Authority shall ensure the possibility of supplying missing information under the same conditions for all Tenderers, in line with Article 67 of the PPA, furthermore it shall request information from the Tenderers for the purpose of clarifying the content of ambiguous statements, declarations, certificates included in the tenders.

3.2. The request for supplying of missing information or provision of information shall be sent by Contracting Authority directly to the Tenderer, informing all of the other Tenderers about this fact at the same time, and setting the time limit. In the event of a request to supply missing information the information to be supplied must be indicated.

3.3. The supply of missing information, in the course of which the documents included in the tender or the request to participate maybe amended as well as completed, shall be restricted to line the tender or the request to participate with the requirements set out in the calls for tenders, the documentation or the relevant legislation. The supply of missing information or the provision of the information may not infringe the validity period of the tender or the prejudice the principles set out in Article 2 (1)-(4) of the PPA. In case of non-observance of the above provisions or if the supply of missing information was not fulfilled or not appropriately fulfilled, Contracting Authority shall only take the original copy of the tender into consideration.

4. EVALUATION AND COMPARISON OF TENDERS

4.1. The Contracting Authority shall evaluate tenders meeting the validity and suitability criteria according to the defined assessment criteria.

4.2. The Contracting Authority shall evaluate the suitability or unsuitability for contract performance of the Tenderer, the subcontractor or the entity involved in the verification of suitability according to the suitability criteria provided for in the call for tender.

4.3. The Contracting Authority reserves the right to check the information (and content), the originality of the certificates and the appropriateness of copies provided by the Tenderer.

E. ASSESSMENT CRITERIA

1. GENERAL REQUIREMENTS

1.1. Contracting Authority calls the attention of Tenderers to the fact that optional, multi-version tenders are not accepted; Contracting Authority shall take all offers as part of a single tender and is not able to accept some elements of a tender and reject others; tenders will be handled, evaluated and accepted as a single unified whole. Therefore, Contracting Authority will invalidate the whole tender in case of such offers, and disqualify it from the rest of the procedure.

1.2. Contracting Authority will not accept tenders that include an offer for a free service or gift. If a contract is concluded, all offers in the Tenderer's tender will become part of the contract. Therefore, all tenders that contain offers that violate a law or the terms of the call for tender in and of themselves or due to their extent are considered invalid.

2. ASSESSMENT CRITERIA

2.1. The successful tender shall be the tender that is the most advantageous overall, pursuant to Section 71(2)(b) of the PPA.

3. ASSESSMENT SUB-CRITERIA AND EVALUATION METHOD

3.1. The assessment sub-criteria and weighting factors are as follows:

Sub-criterion	**Lower and upper limit of points to be awarded**	**Weighting**
Gross tender price (EUR)	1-10	55
Methodology (methodology proposed for implementing the activities described in the documentation, how detailed and practicable it is, taking into account the particular characteristics of the programme)	1-10	15
Work plan (scheduling and the quality of technical content, taking into account the particular characteristics of the programme)	1-10	15
Project structure and coordination (the structure and management of the project organisation, project processes, contact and communication with the Contracting Authority)	1-10	15

3.2. Points to be awarded: 1-10 points.

3.3. **Gross tender (EUR)**

The tender price should be given in the tender as. VAT is taken into account and should be included in the **a whole number representing the gross price in euro (EUR)**tender price if the Contracting Authority is obliged to pay VAT to the national budget even if the winning Tenderer does not charge VAT on the invoice. When determining the tender price, all tasks and costs included in the call for tender and the documentation shall be taken into account. In addition, the price shall include all costs that are necessary for implementing the tender and meeting the conditions listed in the task description and the technical specification.
If the VAT (27%) regulations in force at the time of the conclusion of the contract change during the contract's period of validity, the VAT regulations shall automatically amend the contract without any express statement or amendment by the Contracting Parties.
If the tender price given in numbers differs from the tender price given in words, the value written in words shall be taken as valid by the Contracting Authority. If the tender price is listed in multiple places in the tender and the prices differ - excepting obvious calculation errors - the tender shall be invalid.

Method for the evaluation of tender prices:

The method used is described in Section III/1/ba) of Issue 2012/61 of the Guide published by the Public Procurement Authority, the so-called "reverse proportionality" method. Points to be awarded: 1-10 points.
Tenders are scored compared to the lowest price given. Accordingly, the tender with the lowest price is awarded the maximum of 10 points, and the scores of other tenderers are established according to the following formula:

$$\frac{\mathbf{X}\text{best}}{\mathbf{X}\text{examined}} *9 + 1 = \mathbf{P}$$

P = the score of the tender element under examination with regard to the aspect in question
Xbest = the best offer made regarding the assessment sub-criterion (lowest value)
Xexamined = the offer of the tender under examination regarding the assessment sub-criterion

3.4. **Methodology (methodology proposed for implementing the activities described in the documentation, how detailed and practicable it is, taking into account the particular characteristics of the programme):**

<u>With regard to part 1 of the procedure:</u>

Contracting Authority expects Tenderers to elaborate a methodology related to the preparation of the international programme referenced in the listing of the aims of the call for tender, aimed at promoting cross-border development activities in the target region, observing and applying the requirements and recommendations established by the European Commission. The aim of the assessment is to support planning with timely, relevant and ready-to-use feedback based on the working documents related to the Operational Programme.

- Tenderer should describe the methodological elements that shall ensure the review of the substantial elements for the implementation of the goals and activities set out in the Terms of Reference.

- Tenderer shall discuss the potential implementation obstacles for the various methodological elements and the possible solutions.
- Tenderer shall describe the inputs expected from the Contracting Authority and required for the fulfilment of the task.
- Contracting Authority shall discuss the special elements resulting from the international nature of the task, including the means of acquiring information and the methods of communicating with participants to be involved in planning (external communication).

Evaluation criteria:

1. Tenders shall be carefully thought out with regard to methodology, logically constructed, with a structure that fully ensures that information can be located within the tender.
2. Tenderers shall discuss in detail the methodological procedures proposed for implementing the activities related to the definition of tasks, shall also include all relevant information such as the justification for using any particular procedure, the necessary preconditions and whether they exist or how they can be provided (e.g. information requests from Contracting Authority), the parties to be involved and the inputs/activities expected from them, and the special circumstances related to procedures resulting from the nature of the cooperation programme.
3. Proposed methods shall be in full conformity with the technical specification, demonstrate further work building on the technical specification, and their feasibility shall be fully proven, taking into account the specific characteristics of the programme.

Contracting Authority shall consider as drawbacks:

1. if the reasons for choosing a particular method are not explained,
2. if a chosen working method does not serve the goals of planning the cooperation programme,
3. if it does not ensure the ongoing documentation and discussion of results, or if it is not in harmony with the rest of the tender.

With regard to part 2 of the procedure:

Contracting Authority expects Tenderers to draw up a methodology related to the preparation of the international programme referenced in the listing of the aims of the call for tender, aimed at promoting cross-border development activities in the target region, observing and applying the requirements and recommendations established by the European Commission. The strategic part of the programme shall match the relevant objectives of all the four participating countries, and the directions of development shall meet the principle of added value in joint development, i.e. it shall be suitable for identifying development areas where cross-border cooperation offers more efficient solutions and/or for identifying shortcomings that are hindering more efficient cooperation in this regard.

- Tenderer shall describe the methodological elements which ensure that the above goals are achieved.
- Tenderer shall discuss the potential implementation obstacles for the various methodological elements and the possible solutions.
- Tenderer shall describe the inputs expected from the Contracting Authority and required for the fulfilment of the task.
- Tenderer should mention the special elements arising from the international cooperation characteristics of the task, including the ways of collecting information and the solutions for communication (external communication) with the actors to be involved in the planning.

Assessment criteria:

1. Tenders shall be carefully thought out with regard to methodology, logically constructed, with a structure that fully ensures that information can be located within the tender.
2. Tenderers shall discuss in detail the methodological procedures proposed for implementing the activities related to the definition of tasks, and include all relevant information.
3. Proposed methods shall be in full conformity with the technical specification, demonstrate further work building on the technical specification, and their feasibility shall be fully proven, taking into account the specificities of the programme.

Contracting Authority shall consider as drawbacks:

1. if the reasons for choosing a particular method are not explained,
2. if a chosen working method does not serve the goals of planning the cooperation programme,
3. if it does not ensure the ongoing documentation and discussion of results, or if it is not in harmony with the rest of the tender.

Assessment methods regarding methodologies - regarding part 1-2 of the present process

Assessment of the tenders shall be carried out by a panel consisting of several experts.
Selection of the most advantageous substantial tender element shall be carried out through serialisation. Contracting Authority shall indicate the elements considered as drawbacks regarding each examined aspect of tenders. The tender with the fewest drawback elements (best tender in terms of technical content) shall be ranked 1 with regard to the examined aspect in question. (Two tenders may receive the same rank. Subsequent rank shall be awarded as well in such cases.) Contracting Authority shall rank teanders independently with regard to each examination aspect.

Thereafter, the tender receiving the overall least number (by addition of the awarded ranks) on the basis of the awarded ranks shall be qualified as most advantageous substantial tender element, wherefore that tender shall receive the maximal points of 10, and the points of the other tenderers shall be determined in relation thereto, on the basis of the "reverse proportionality" method under Point A./III./1./ba of the Guide of the Public Procurement Authority (PPD vol. 61 year 2012):

$$\frac{\mathbf{X}\text{most favourable}}{\mathbf{X}\text{assessed}} * 9 + 1 = \mathbf{P}$$

P = the score of the tender element under examination with regard to the aspect in question
Xmost favourable = most advantageous substantial tender element (least number after addition of the awarded ranks)
Xassessed = assessed substantial tender element (number after addition of the ranks of the assessed tender)

3.5. **Work plan (scheduling and the quality of professional content, taking into account the particular characteristics of the programme) - regarding the 1-2. part of the present process:**

The time schedule proposed for activities related to definition of tasks shall be thoroughly considered and it shall cover all details and include all relevant information.

- Contracting Authority shall prepare a detailed schedule regarding the implementation of the various methodological elements.
- The scheduling of the tasks shall take into account the time required for consultation with the Contracting Authority.
- Contracting Authority shall provide a detailed description of the risks associated with each tasks and possible risk management options.

Assessment criteria:

1. When evaluating tenders, the first issue to be considered regarding work plans is that they have to be carefully thought out, logically constructed, with a transparent structure and realistic lead times - taking into account the international environment as well.
2. The risk management plan is an important part of the work plan; the risk management plan shall identify risk elements and proposed risk management strategies regarding every task. The evaluation takes into account how carefully considered the risk management strategies are; therefore, the description shall cover every detail.

Contracting Authority shall consider as drawbacks: if Tenderer fails to identify the risks associated with each type of task or fails to present risk management methods for each, or fails to discuss every task associated with the task description or associates unrealistic deadlines with them.

Assessment methods regarding Work plans as regards Parts 1-2 of the procedure:

Assessment of the tenders shall be carried out by a panel consisting of several experts.
Selection of the most advantageous substantial tender element shall be carried out through serialisation. Contracting Authority shall indicate the elements considered as drawbacks regarding each examined aspect of tenders. The tender with the fewest drawback elements (best tender in terms of technical content) shall be ranked 1 with regard to the examined aspect in question. (Two tenders may receive the same rank. Subsequent rank shall be awarded as well in such cases.) Contracting Authority shall rank tenders independently with regard to each examination aspect.

Thereafter, the tender receiving the overall least number (by addition of the awarded ranks) on the basis of the awarded ranks shall be qualified as most advantageous substantial tender element, wherefore that tender shall receive the maximal points of 10, and the points of the other tenderers shall be determined in relation thereto, on the basis of the "reverse proportionality" method under Point A./III./1./ba of the Guide of the Public Procurement Authority (PPD vol. 61 year 2012):

$$\frac{\textbf{X}\text{most favourable}}{\textbf{X}\text{assessed}} * 9 + 1 = \textbf{P}$$

P = the score of the tender element under examination with regard to the aspect in question

Xmost favourable = most advantageous substantial tender element (least number after addition of the awarded ranks)
Xassessed = assessed substantial tender element (number after addition of the ranks of the assessed tender)

3.6. **Project structure and coordination (the structure and management of the project organisation, project processes, contact and communication, controlling system) - regarding the part 1-2 of the present process:**

- Tenderer shall prepare resource plans for the tasks identified in the work plan, which shall include the activities and resource needs of all key experts to be involved in the implementation.
- Tenderer shall describe the project team it plans to set up, provide a detailed description of the organisational structure, and, in case of joint tenderers or subcontractors, indicate the experts of other organisations.
- Tenderer shall describe the cooperation with the Task Force and the cooperation within the consortium (if applicable).
- Tenderer shall prepare a description of the quality assurance system with a view to providing a high level of service and documentation.

Assessment criteria:

1. How well founded the cooperation of the project team is.
2. To what extent the setup of the project team ensures the efficiency of work and appropriate scheduling.
3. How detailed the description of the activities and responsibilities of the project team is, whether the description of responsibilities within the project team makes it clear which expert is responsible for each stage of work (responsibility matrix).
4. How effective the control system is in ensuring a high level of service and documentation.

Contracting Authority shall consider as drawbacks:

1. if a work process or task that needs to be carried out is missing from the resource plan or is not associated with an expert,
2. if a work process or task is associated with an expert who does not have an appropriate level of qualification and/or experience,
3. if the power of instruction of each expert is not clear, or if the resource plan or responsibility matrix is not in line with the rest of the technical content of the tender, or if the description of the quality assurance system does not ensure a high quality of service and documentation.

Assessment methods regarding project organisation and coordination- regarding the part 1-2 of the present process:

Assessment of the tenders shall be carried out by a panel consisting of several experts.
Selection of the most advantageous substantial tender element shall be carried out through serialisation. Contracting Authority shall indicate the elements considered as drawbacks regarding each examined aspect of tenders. The tender with the fewest drawback elements (best tender in terms of technical content) shall be ranked 1 with regard to the examined aspect in question. (Two tenders may receive the same rank. Subsequent rank shall be awarded as well in such cases.) Contracting Authority shall rank teanders independently with regard to each examination aspect.

Thereafter, the tender receiving the overall least number (by addition of the awarded ranks) on the basis of the awarded ranks shall be qualified as most advantageous substantial tender element, wherefore that tender shall receive the maximal points of 10, and the points of the other tenderers shall be determined in relation thereto, on the basis of the "reverse proportionality" method under Point A./III./1./ba of the Guide of the Public Procurement Authority (PPD vol. 61 year 2012):

$$\frac{\mathbf{X}\text{most favourable}}{\mathbf{X}\text{assessed}} * 9 + 1 = \mathbf{P}$$

P = the score of the tender element under examination with regard to the aspect in question
Xmost favourable = most advantageous substantial tender element (least number after addition of the awarded ranks)
Xassessed = assessed substantial tender element (number after addition of the ranks of the assessed tender)

3.7. **Calculating the overall score:**

Based on the above, Contracting Authority shall multiply the scores achieved in each of the sub-criteria by the weighting factor listed in the call for tender.

If this method creates fractional score values, those shall be rounded to two decimals using the general rules of rounding. If every tender is identical with regard to the sub-criterion in question, the formula cannot be used (as it would require dividing by zero); in such cases, every Tenderer shall receive 10 points.

The best overall tender is the one with the highest total score after weighting.

If more than one tender achieve an identical overall score, Contracting Authority shall proceed pursuant to Section 72(2) of the PPA. If the overall most favourable tender can still not be identified, Contracting Authority shall proceed pursuant to Section 72(3)-(4) of the PPA.

F. THE TERMINATION OF THE PROCEDURE

1. PUBLICATION OF THE RESULT OF THE PROCEDURE

1.1. Contracting Authority shall prepare a written summary of the result containing the Contracting Authority's decision when the assessment of tenders is completed, using the sample document contained in separate legislation. Contracting Authority shall send the summary at the same time to all Tenderers by telefax or by electronic means as soon as possible after the decision is made, but no later than after 3 (three) working days.

1.2. Contracting Authority shall inform Tenderers who submitted a valid tender on request about the characteristics of the successful tender and the advantages it had over that of the Tenderer within five days of receiving the request, taking into account the interests of the successful Tenderer related to business secrets. Contracting Authority calls the attention of Tenderers to the fact those elements of tenders that constitute business secrets pursuant to Section 80 of the PPA need to be submitted separately, in a separate Annex.

2. CONCLUSION OF THE CONTRACT

2.1. The contract shall be concluded pursuant to Section 124 of the PPA.

Regarding issues not regulated by the present documentation, the relevant provisions of the PPA shall apply.

G. GENERAL INFORMATION

1. GENERAL INFORMATION

1.1. Contracting Authority's contact address:

VÁTI Magyar Regionális Fejlesztési és Urbanisztikai Nonprofit Kft.
Address: 1016 Budapest, Gellérthegy utca 30-32.
Contact person: Áron Szakács
Phone: +36 1 224 3100/4209
Fax: +36 1 224 3291
E-mail: aszakacs@vati.hu; kozbeszerzes@vati.hu

2. OTHER INFORMATION

2.1. Information on taxation, environmental protection, health protection, equal opportunities for people with a disability, the protection of workers and working conditions is available to Tenderers at the following addresses:

a. Hungarian Labour Office: 1024 Budapest. Margit krt. 85., postal address: 1399 Bp. 62. Pf. 639, tel.: 0613469400, fax: 0613469417, toll-free telephone number: 0680204292, the contact data of branches is available at www.ommf.gov.hu

b. National Public Health and Medical Officer Service: 1097 Budapest, Gyáli út 2 6., postal address: 1437 Budapest, Pf. 839. tel.: 0614761100, fax: 0614761390, toll-free telephone number: 0680204264, the contact data of county and city branches is available at www.antsz.hu

c. Hungarian Office for Mining and Geology: H-1145 Budapest, Columbus u. 17-23. tel.: 0613012900, fax: 0613012903, the contact data of mining commissions with territorial competence is available at www.mbfh.hu

d. National Tax and Customs Administration: H-1054 Budapest, Széchenyi u. 2., tel.:+3614285100, +3640424242, Fax: +3614285382, www.nav.gov.hu

e. National Inspectorate For Environment, Nature and Water: H-1016 Budapest, Mészáros u. 58/A., tel.: +3612249100, Fax: +3612249262., www.orszagoszoldhatosag.gov.hu

f. Equal Treatment Authority: H-1024 Budapest, Margit krt. 85., tel.: +3613367843, Fax: +3613367445, www.egyenlobanasmod.hu

Chapter II
Sample Declarations

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M1. SUMMARY SHEET[1]

Tenderer data:

	Name(s) and seat(s) of Tenderer(s)
Single Tenderer	
In case of a joint tender, the name and address of members of the joint Tenderer group	
Manager*	
Member 1*	
Member 2*	
Etc.... *	

**Tenderer may delete or add lines as necessary in accordance with the number of partners. Subcontractors shall not be considered members for the purposes of this table.*

Numerical assessment criteria	
Gross tender price	**..... EUR**

2 Tender subject[2]:

"Elaboration of operational programme for the programming period 2014-2020 in the cross-border eligible areas in Hungary, Slovakia, Romania and Ukraine" (Part 1)

OR

"Ex-ante Evaluation and Strategic Environmental Assessment for the operational programme for the programming period 2014-2020 in the cross-border eligible areas in Hungary, Slovakia, Romania and Ukraine" (Part 2)

Signed:

.....
Authorised signature

[1] *In case of joint tenders, one declaration signed by the authorized representatives of each member or their proxies shall be submitted.*
[2] *Please choose the relevant subject.*

M2. TENDER AND COMPLETENESS DECLARATION

For public procurement procedure
"....." (Part .....)

	Name(s) and seat(s) of Tenderer(s)
Single Tenderer	
In case of a joint tender, the name and address of members of the joint Tenderer group	
Manager*	
Member 1*	
Member 2*	
Etc.... *	

**Tenderer may delete or add lines as necessary in accordance with the number of partners. Subcontractors shall not be considered members for the purposes of this table.*

CONTACT PERSON[3]

Name	
Organisation	
Address	
Telephone	
Fax	
E-mail	

1. We declare pursuant to Section 40(1)(a) of the PPA that regarding the parts of the public procurement defined below, **we conclude a contract with a third person** (without identifying the person) **for the predefined activities in connection to the tender**[4]:

[To be filled in by Tenderer]

2 We declare pursuant to Section 40 (1) b) of the PPA that regarding the following parts of the public procurement defined in 1, **we conclude a contract with the following subcontractors for works worth more than 10% of the total value of the public procurement** with a view to fulfilling the contract, and hereby indicate the percentage of

[3] *Anything communicated to the contact person shall be considered to have been communicated with legal effect to the Tenderer, or in case of joint tenders, all the joint Tenderers. Any message or document sent to the fax number indicated as the fax number of the contact person at any stage of the procedure shall be considered communicated with legal effect at the moment the confirmation of successful receipt shows up on the device of the Contractor or the Contractor's proxy.*

[4] *Negative declarations shall also be attached.*

the public procurement in the fulfilment of which the listed subcontractors will be participating[5]:

#	Subcontractor whose services are to be used for works worth more than 10% of the total value of the public procurement: (name, address)	The part(s) of the public procurement pursuant to 1 in the implementation of which the 10+ percent subcontractor will	Percentage of the public procurement in which the subcontractor will participate (%)
1			
2			
3			
4			
5			

Lines may be deleted from or added to the table as necessary in accordance with the number of subcontractors.

3 **We declare pursuant to Section 55 (5) of the PPA that we intend to rely on the capacities of the following organisation(s) (or person(s)) in proving eligibility**, and hereby indicate the eligibility criteria regarding which proof will be supplied in part or in full by the organisation in question (indicating the relevant point of the call for tenders)[6]:

#	Of the organisation (or person) participating in certifying suitability: (name, address)	Eligibility requirement(s) (indicating the relevant item in the call for tender)	Grounds: Section 55 (6) a) of the PPA[7] OR Section 55 (6) b) of the PPA[8] OR Section 55 (6) c) of the PPA[9]
1			
2			
3			
4			
5			

Lines may be deleted from or added to the table as necessary in accordance with the number of organisations (or persons).

In case of **relying on the capacity of another entity pursuant to Section 55 (6) a) of the PPA,** we declare that *we wish to use the services of the other organisation involved in the certification of suitability listed under number* ..... ***as a subcontractor***

---

[5] *Negative declarations shall also be attached.*

[6] *Negative declarations shall also be attached.*

[7] *In case of claims pursuant to Section 55 (6) a) of the PPA, form M6 shall be attached to the tender.*

[8] *In case of claims pursuant to Section 55 (6) b) of the PPA, form M6 shall be attached to the tender.*

[9] *In case of claims pursuant to Section 55 (6) c) of the PPA, form M6 and M7 shall be attached to the tender.*

/ the resources made available by the other organisation involved in the certification of suitability ***will be used in practice in the following manner***[10][11][12]*:*

[To be filled in by Tenderer]

In case of **relying on the capacity of another entity pursuant to Section 55 (6) a) of the PPA,** we declare that we wish to use the services of the other organisation involved in the certification of suitability listed under number …….. (the information of which is used for certifying suitability) **will be involved in fulfilling the contract in the following manner**, which makes it possible to use the professional experience of the other organisation in fulfilling the contract:[13][14]:

[To be filled in by Tenderer]

4 After reviewing the conditions listed in the call for tender entitled *"……"(Part ....).* published pursuant to Act CVIII of 2011 on Public Procurement and the related and documentation, as well as the additional information provided pursuant to Section 45 of the PPA and fully accepting them, the receipt of which we hereby confirm, we make a proposal in relation to carrying out the works defined in the call for tender that initiated the procedure, the documentation and the additional information in compliance with the contractual and other terms defined in the documentation.

Furthermore, we declare that we know and accept the terms of the call for tender that initiated the procedure and the documentation. If chosen as the winner, we undertake to perform the contract in return for the consideration indicated on the Summary sheet.

5 We declare, in addition, that pursuant to the Act on Small and Medium-sized Enterprises and the Support Provided to Such Enterprises, our company is a

- micro-enterprise
- small enterprise
- medium-sized enterprise[15].
- this Act does not apply to our company.

6 We hereby declare that we will gather information on obligations related to taxation, environmental protection, health protection, equal opportunities for people with a disability, the protection of workers and working conditions that apply in the course of fulfilling the contract at the location of fulfilment.

7 We declare that we will not use the Tender documentation or its contents for any purpose outside of the present public procurement procedure directly or indirectly without Your prior written consent and take full responsibility for any violations.

Signed:

.....
Authorised signature

---

[10] *Underline as appropriate.*

[11] *If the planned role of the other organization participating in the certification of suitability is not that of a subcontractor, explain the role.*

[12] *Please attach one declaration for each organization participating in providing proof of eligibility. Negative declarations shall also be attached.*

[13] *Please describe the manner of involvement in implementation.*

[14] *Please attach one declaration for each organization participating in providing proof of eligibility. Negative declarations shall also be attached.*

[15] *Underline as appropriate.*

M3. DECLARATION ON GROUNDS FOR EXCLUSION

(PURSUANT TO SECTION 56 (1) B), F), I) AND KC) AND SECTION 56 (2) OF ACT CVIII OF 2011 ON PUBLIC PROCUREMENT)

For public procurement procedure
"....." (Part .....)

I, the undersigned ……., as …… (name of power of representation / title) of …… *(name and seat of Tenderer)*

make the following declaration:

1. The grounds for exclusion listed in Section 56 (1) b[16]), f) and i) and Section 56 (2) of Act CVIII of 2011 do not apply to the organisation I represent.

2. I declare pursuant to Section 56 (1) k) kc) of Section 56 of the PPA that the organisation I represent is a company *listed in an official stock exchange / not listed in an official stock exchange*[16].

   If Tenderer is a company not listed in an official stock exchange, I declare that the company does not have a proprietor/a proprietor is not recognizable/regular proprietor(s) or leading representatives as defined in Article 3 r) of Act CXXXVI of 2007 on the Prevention and Combating of Money Laundering and Terrorist Financing / I make the following declaration regarding the proprietor(s) (indicating their name and permanent residence)[17]:

   [To be filled in by Tenderer]

3. 3.1 Pursuant to Section 56 (2) of the PPA, I declare that in the organisation I represent, the following legal person(s) or organisation(s) without legal personality have an ownership or voting share in excess of 25%, directly or indirectly:

   [To be filled in by Tenderer] [18]

   I declare that the exclusion conditions indicated in Section 56 (2) of the PPA (PPA, Section 56 (1) k)) are not present with regard to the organisation(s).

   3.2 If a business that has an ownership or voting share in excess of 25% is taxed as an association, the association's owner companies:

   [To be filled in by Tenderer][19]

   I declare that the exclusion conditions indicated in Section 56 (2) of the PPA (PPA, Section 56 (1) ka)) are not present with regard to the organisation(s).

4. I declare pursuant to Section 58 (3) of the PPA that subcontractors and organisations participating in the certification of suitability with regard to which the exclusion conditions defined in Section 56 of the PPA apply will not be relied upon.

Signed:

……
Authorised signature

---

[16] *In case other authorities than the Registry Court have the right to stay the operation of Tenderer.*
[17] *Underline as appropriate.*
[18] *Underline as appropriate.*
[19] *Negative declarations shall also be attached.*

M4. DECLARATION OF FOREIGN-BASED TENDERERS (TENDERERS WITH A FOREIGN SEAT) ON GROUNDS FOR EXCLUSION[20]

For public procurement procedure
"....." (Part .....)

I, the undersigned ……., as the ……. *(power of representation / title)* of Tenderer …… *(name and seat)* declare that in the legal system of the country of our seat, …… *(name of country)*, the following certificates are suitable as proof for the absence of the grounds for exclusion listed in Section 56 (1) a)-f), h)-i) and k) ka)-kb), and they are issued by the court, authority, chamber or professional organisation named alongside the certificates:

#	Name and manner of certification	Name of court, authority, chamber or professional organisation issuing the certification
With regard to Section 56 (1) a) of the PPA		
With regard to Section 56 (1) b) of the PPA		
With regard to Section 56 (1) c) of the PPA		
With regard to Section 56 (1) d) of the PPA		
With regard to Section 56 (1) e) of the PPA		
With regard to Section 56 (1) f) of the PPA		
With regard to Section 56 (1) h) of the PPA		
With regard to Section 56 (1) i) of the PPA		
With regard to Section 56 (1) k) ka) of the PPA		
With regard to Section 56 (1) k) kb) of the PPA		

Certifications are attached to the tender.

Signed:

……
Authorised signature

[20] *To be attached by Tenderers not established in Hungary.*

M5. DECLARATION ON BANK ACCOUNTS

For public procurement procedure
"....." (Part .....)

I, the undersigned ……., as the ……. *(power of representation / title)* of Tenderer/provider of eligibility certification[21] …… *(name and seat)*, after carefully reviewing all the requirements regarding form and content, instructions, restrictions and technical specifications contained in the call for tender that initiated the procedure and the documentation, declare that in the 24 months preceding the publication of the call for tender that initiated the public procurement procedure, the organisation I represent possessed the following bank accounts:

#	Name of financial institution	Bank account number
1		
2		
3		
4		

Lines may be deleted from or added to the table as necessary in accordance with the number of bank accounts.

Signed:

……
Authorised signature

[21] *Underline as appropriate*

DECLARATION BY THE ORGANISATION INVOLVED IN CERTFYING SUITABILITY UNDERTAKING RESPONSIBILITY

(FOR ORGANISATIONS PURSUANT TO SECTION 55 (5) OF THE PPA)

I, the undersigned ……., as …… (name of power of representation / title) of …… *(name and seat of Tenderer)* *(power of representation / title)* hereby undertake an obligation to ensure that in public procurement procedure

"……" (Part .....),

in accordance with the declaration made by …….…… *(name and seat of Tenderer)* pursuant to Section 55 (5) of the PPA, the resources indicated therein will be available during the time of the fulfilment of the contract.

By signing the present declaration, I accept that by its use, Tenderer certifies that in the case of winning the tender, the necessary resources will be available to it during the time period of the fulfilment of the contract to be concluded with the Contracting Body, and I take responsibility for the fulfilment of the contract in this regard.

Signed:

.....
Authorised signature

M6. DECLARATION BY THE ORGANISATION INVOLVED IN CERTFYING SUITABILITY REGARDING SECTION 55 (6) c)

(FOR ORGANISATIONS PURSUANT TO SECTION 55 (5) OF THE PPA)

I, the undersigned ……., as …… *(name of power of representation / title)* of …… *(name and seat of Tenderer)* *(power of representation / title)* hereby undertake an obligation to ensure that in public procurement procedure

"……." (Part …..),

in case of the insolvency of …….…… *(name and seat of Tenderer)*,

I will act as a warrantor

with regard to section 274 (1) the reimbursement of all damages not reimbursed by other insurance suffered by Contracting Authority due to the failure of Tenderer to perform as required or perform at all.

Signed:

……
Authorised signature

M7. DECLARATION REGARDING SECTION 15 (3) A) OF GOVERNMENT DECREE 310/2011 (XII. 23.)

For public procurement procedure
"....." (Part .....)

I, the undersigned ……., as the ……. *(power of representation / title)* of Tenderer / participant in certifying suitability[22] …… *(name and seat)*, after carefully reviewing all the requirements regarding form and content, instructions, restrictions and technical specifications contained in the call for tender that initiated the procedure and the documentation declare pursuant to the provisions of Section 15 (3) a) of Government Decree 310/2011 (XII. 23.), declare that

our most important services provided in the six years preceding the publication of the call for tender initiating the procedure were as follows[23]:

#	Name of other contracting party, name and contact information of contact person	Value of consideration (net, in EUR)	Time and place of performance (starting and ending deadline with calendar day precision)	Subject of the service, indicating main technical parameters
1				
2				
3				
4				
5				

Lines may be deleted from or added to the table as necessary in accordance with the number of subjects.

We declare that the performance was in accordance with the regulations and the contract.

We declare that the organization (registration number ……..) is considered as an organization listed in section 16.(1) a) of Government Decree 310/2011. (XII. 23.) in section 6. (1) a)-c) in PPA, and is a Tenderer as per the directive 2004/18/EK of the European Parliament and Council[24]

Signed:

.....
Authorised signature

[22] *Underline in accordance with the status of the declarant.*
[23] *References shall be certified pursuant to the provisions of Section 16 (1) of Government Decree 310/2011 (XII. 23.)*
[24] *Underline the relevant part.*

M8. DECLARATION REGARDING SECTION 15 (3) D) OF GOVERNMENT DECREE 310/2011 (XII. 23.)

For public procurement procedure
"....." (Part .....)

I, the undersigned ……., as the ……. *(power of representation / title)* of Tenderer / organisation involved in the certification of suitability[25] …… *(name and seat)*, after carefully reviewing all the requirements regarding form and content, instructions, restrictions and technical specifications contained in the call for tender that initiated the procedure and the documentation, declare pursuant to the provisions of Section 15 (3) d) of Government Decree 310/2011 (XII. 23.) that

we intend to involve the following experts in performing the contract:

#	Name	Position in performing the contract
1		
2		
3		
4		
5		

Lines may be deleted from or added to the table as necessary in accordance with the number of experts.

The detailed description of the qualifications, professional experience and other data of experts listed here is contained in the professional résumés attached to the tender.

Signed:

……
Authorised signature

[25] *Underline in accordance with the status of the declarant.*

M9. PROFESSIONAL RÉSUMÉ

For public procurement procedure
"....." (Part .....)

PERSONAL DETAILS	
Name:	
Date of birth:	
Nationality:	

QUALIFICATIONS **(EDUCATIONAL QUALIFICATIONS, OTHER STUDIES)** (Start with the most recent and progress backwards in time.)	
Time period (years)	**Name of institution / Qualification**

EMPLOYERS, POSITIONS (Start with the most recent and progress backwards in time.)	
Time period (years)	**Name of employer / Position(s)**

PROOF OF PROFESSSIONAL EXPERIENCE (Start with the most recent and progress backwards in time.)	
Previous projects (indicate the year/month of start and finish)	**Position, roles and tasks**

LANGUAGE SKILLS (low – medium – good – excellent – mother tongue)				
Language(s)	**Speaking**	**Reading**	**Writing**	**Fluent Yes/No**

OTHER[26]

Other skills and expertise:

I declare that in case of a winning tender in public procurement procedure *"……" (Part* …), I will be participating personally in fulfilling the contract in the period of the fulfilment of the contract. Furthermore, I declare that I do not carry out activities that would prevent me from carrying out the contractual tasks.

Signed:

……
Autographic signature

[26] *Enter tasks in the table as listed in the Work plan. In this context, please arrange meeting the other requirements listed in the minimum suitability requirements (e.g. computer skills, communicational and reporting skills, etc.)*

M10. DECLARATION ON REGISTERING CHANGES

For public procurement procedure
"....." (Part .....)

I, the undersigned ……., as the ……. *(power of representation / title)* of Tenderer …… *(name and seat)* declare with regard to the organisation I represent that

no change registration procedure is ongoing / a change registration procedure is ongoing and the documents required by the call for tender that initiated the procedure are attached to the tender[27]*.*

Signed:

.....
Authorised signature

[27] *Underline as appropriate.*

M11. DECLARATION OF CONFLICT OF INTEREST

(PURSUANT TO SECTION VI.3.1 OF THE CALL FOR TENDER THAT LAUNCHED THE PROCEDURE)

For public procurement procedure
"....." (Part .....)

I, the undersigned ……., as the ……. *(power of representation / title)* of Tenderer …… *(name and seat)* declare that I fully know and accept the rules on conflicts of interests defined by item VI.3.1) of the call for tender that initiated the procedure. I submit the tender in full compliance with the requirements laid down in the above referenced item; no conflict of interests exists, and I will ensure compliance with the rules on conflicts of interests during the entire duration of the contract.

Signed:

……
Authorised signature

M12. DETAILED TENDER PRICE

For public procurement procedure
"....." (Part .....)

Task[28]	Detailed estimate on the work time required for the task (days)[29]	Daily fee (EUR / day)	Travel expenses (EUR)	Full cost without VAT (EUR)	VAT[30] (EUR)	Full cost with VAT[31] (EUR)
TOTAL:						

Lines may be deleted from or added to the table as necessary.

In case of joint tenders, please fill in the table for each member separately.

Signed:

.....
Authorised signature

[28] *Enter tasks in the table as listed in the Work plan.*
[29] *Indicate data as listed in the Resource plan.*
[30] *VAT is taken into account and must be included in the tender price if the Contractor is obliged to pay VAT to the national budget even if the winning Tenderer does not charge VAT on the invoice.*
[31] *If the sum indicated on the Summary sheet and the one entered into the Total row of this column do not match, that might cause the tender to be deemed invalid!*

M13. TECHNICAL TENDER CONTENT

For public procurement procedure
"....." (Part .....)

It is especially important for Contracting Body that the services provided are of adequate quality. Therefore, Tenderer shall prepare a description of the technical content that contains Tenderer's plans for providing the service. It shall describe the Methodology, the Work plan, the project organisation and coordination. The technical tender content shall be fully consistent with the Tender and the contents of the call for tender that initiated the procedure and the documentation, especially the technical specification, both with regards to its individual parts and on the whole.
If the technical tender content is not consistent with the call for tender that initiated the procedure and the documentation, the tender may be deemed invalid.

1. Methodology

[To be filled in by Tenderer]

With regard to part 1 of the procedure:

Contracting Body expects Tenderers to draw up a methodology related to the preparation of the international programme referenced in the listing of the aims of the call for tender, aimed at promoting cross-border development activities in the target region, observing and applying the requirements and recommendations established by the European Commission. The aim of the assessment is to support planning with timely, relevant and ready-to-use feedback based on the working documents related to the operational programme.

- Tenderer shall describe the methodological elements that will ensure the review of the content elements needed for the implementation of the objectives and activities defined in ToR.
- Tenderer shall discuss the potential hurdles of implementing the various methodological elements and the possible solutions.
- Contracting Body shall describe the inputs expected from Tenderer.
- Contracting Body shall discuss the special elements resulting from the international nature of the task, including the means of acquiring information and the methods of communicating with participants to be involved in planning (external communication, etc.)

With regard to part 2 of the procedure:

Contracting Body expects Tenderers to draw up a methodology related to the preparation of the international programme referenced in the listing of the aims of the call for tender, aimed at promoting cross-border development activities in the target region, observing and applying the requirements and recommendations established by the European Commission. The strategic part of the programme shall match the relevant goals of all the four participating countries, and the directions of development shall meet the principle of added value in joint development, i.e. it shall be suitable for identifying development areas where cross-border cooperation offers more efficient solutions and/or for identifying shortcomings that are hindering more efficient cooperation in this regard.

- Tenderer shall describe the methodological elements that ensure that the above goals are achieved.
- Tenderer shall discuss the potential hurdles of implementing the various methodological elements and the possible solutions.
- Contracting Body shall describe the inputs expected from Tenderer.
- Contracting Body shall discuss the special elements resulting from the international nature of the task, including the means of acquiring information and the methods of communicating with participants to be involved in planning (external communication, etc.)

2. Work plan

[To be filled in by Tenderer]

The time schedule proposed for activities related to determining tasks shall be thoroughly considered and it shall cover all details and include all relevant information.

- Tenderer shall prepare a detailed schedule regarding the implementation of the various methodological elements.
- The scheduling of the tasks shall take into account the time required for discussions with Contracting Body.
- Tenderer shall provide a detailed description of the risks associated with each tasks and possible risk management options.

3. Project organisation and coordination

[To be filled in by Tenderer]

- Tenderer shall prepare resource plans for the tasks identified in the work plan, which shall include the activities and resource needs of all key experts to be involved in the implementation.
- Tenderer shall describe the project team it plans to set up, provide a detailed description of the organisational structure, and, in case of joint tenderers or subcontracting Bodies, indicate the experts of other organisations.
- Tenderer shall describe the cooperation with the Task Force and cooperation within the consortium (if applicable).
- Tenderer shall prepare a description of the quality assurance system with a view to providing a high level of service and documentation.

M14. MAILING ADDRESS FOR PACKAGE

Sender: **.....**
.....

.....
.....
.....

Addressee: **VÁTI Magyar Regionális Fejlesztési és Urbanisztikai Nonprofit Kft.**
Ügyvezető Igazgatói Titkárság – Erdős Réka
H-1016 Budapest
Gellérthegy utca 30-32.

PUBLIC PROCUREMENT PROCEDURE
"....." (Part .....)

NOT TO BE OPENED BEFORE THE EXPIRATION OF THE TENDER DEADLINE
at 10:00 on XXX XXXXXXXXXXX 2013!

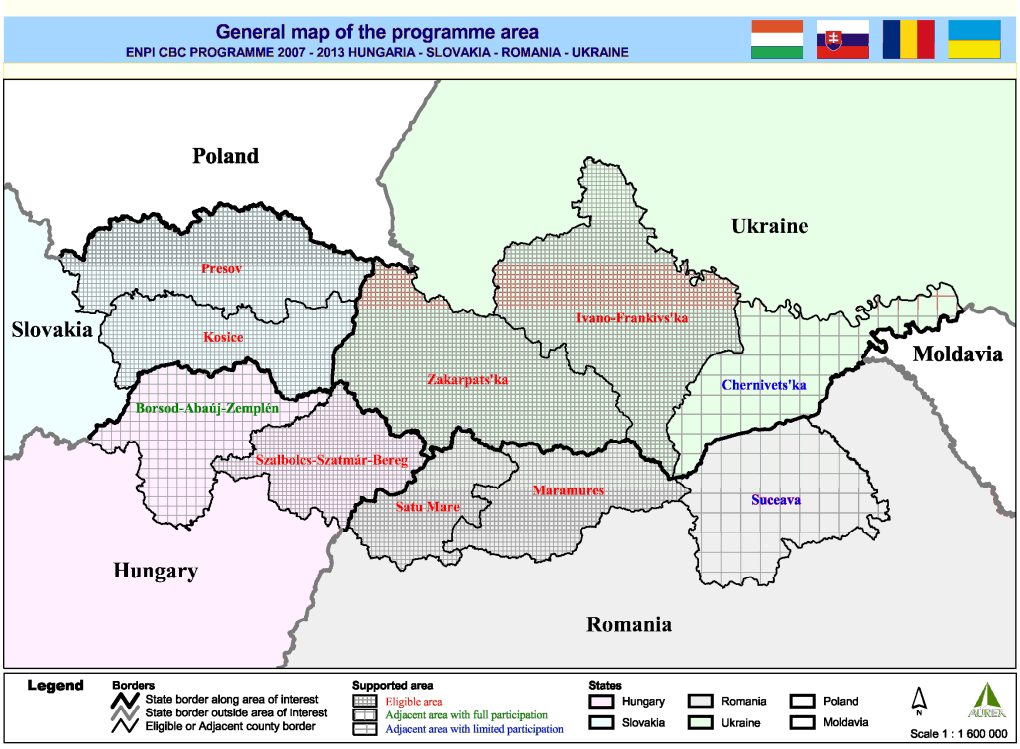
NOT TO BE OPENED BY FILING DEPARTMENT, TO BE SENT TO ADDRESSEE IMMEDIATELY!

Chapter III
Technical Specification

TERMS OF REFERENCE

Providing coordinative and expert services in elaboration of for the joint operational programme for the period 2014-2020 based on analysis of challenges, needs and potentials of the eligible programme area and strategic orientations

(Part 1)



Call for tenders

This tender document aims to specify the framework for the elaboration of Joint Operational Programme as set in the draft

- Draft Regulation of the European Parliament and of the Council laying down general provisions establishing a European Neighbourhood Instrument and repealing Regulation (EC) No 1638/2006;
- Draft Regulation of the European Parliament and of the Council laying down implementing rules for cross-border cooperation programme financed under European Neighbourhood Instrument and repealing Regulation (EC) No 951/2007;
- Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002;
- Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union;
- Multiannual Financial Framework 2014-2020 (indicative adoption early 2014);
- ENI CBC Joint Operational Programme (indicative adoption spring 2015);
- ENI CBC Implementing Rules (indicative adoption autumn 2014);
- Regulation of the European Parliament and of the Council amending Regulation (EC) No 1082/2006 on a European grouping of territorial cooperation (EGTC) as regards the clarification, simplification and improvement of the establishment and implementation of such groupings;
- Result indicators 2014+ report on pilot tests in 12 regions across the EU (Brussels, 3 April 2012).

I. Background Information

The Hungary-Slovakia-Romania-Ukraine ENPI Cross-Border Cooperation Programme 2007-2013 is a European Union funded Programme being implemented the European Neighbourhood and Partnership Instrument to provide Community assistance for the development of an area of prosperity and good neighbourliness involving the European Union and the 'ENPI countries'.

The Programme is based on its Joint Operational Programme approved by the European Commission on 23 September 2008 (C(2008)5146) and amended on 25 April 2012 (C(2012) 3302).

The programme's overall objective is to intensify and deepen the cooperation in an environmentally, socially and economically sustainable way between Zakarpatska, Ivano-Frankivska and Chernivetska regions of Ukraine and the neighbouring areas of Hungary, Romania and Slovakia, while contributing to an integrated development by promoting cross-border cooperation projects with mutual benefit, tangible outputs and concrete results.
The achievement of the overall objective of the proposed strategy is envisaged by implementing measures that contribute to the achievement of the objective by their expected results. Foreseen measures are grouped into priorities. The overall objective is expected to be achieved by reaching aims of the priorities. The aim of each priority has been established, as follows:

Priority 1.: Promote economic and social development

Knowledge transfer and practice-sharing to promote joint developments of businesses and increase turistic attractiveness of the area.

The measures grouped to address the aim of the priority are the following ones:

- Harmonised development of tourism
- Create better conditions for SMEs and business development

Priority 2.: Enhance environmental quality

To enhance the quality of air, waters, soil and forestry resources and reduce risks of damages on natural environment

The measures grouped to address the aim of the priority are the following ones:

- Environmental protection, sustainable use and management of natural resources
- Emergency preparedness

Priority 3.: Increase border efficiency

To increase efficiency of border management on the Ukrainian border

The measure that addresses the aim of the priority is the following one:

- Improvement of border-crossing transport infrastructure and equipment at border controls

Priority 4.: Support people to people cooperation

To improve the effectiveness of public services and increase mutual understanding of various groups of the society

The measures grouped to address the aim of the priority are the following ones:

- Institutional cooperation
- Small scale "people to people" cooperation

Each measure of a priority is expected to contribute to the achievement of the aim of the priority and, through this, to the attainment of the overall objective of the programme.

The total budget of the Programme equals to 74.8 million EUR of which 68,6 million EUR comes from community contribution (ENPI) and 6,2 million EUR is the co-financing. The above mentioned Priorities are complemented with the Technical Assistance which amounts to 6.9 million EUR.

The Programme covers 10 NUTS III level regions, 2 from Hungary incorporating the Eastern part of the country 2 from Slovakia including the Eastern part of Slovakia, 3 from Romania including the Northern part of Romania and 3 from Ukraine incorporating the Western part of the country including the adjacent areas with full and limited participation. Target groups are regional and local authorities, development agencies, universities and research institutes, chamber of commerce, innovation centres and other non-profit organisations. The Programme will finance approximately 130 projects until the end of its implementation.

For further information, please visit the official website of the Programme: http://www.huskroua-cbc.net

a. Territorial coverage

The programme area is located on the Hungarian-Slovak-Romanian-Ukrainian border, and includes the following territorial units: Szabolcs-Szatmár-Bereg and Borsod-Abaúj-Zemplén (Hungary), Košický and Prešovský (Slovakia), Maramureş, Satu-Mare and Suceava (Romania), Zakarpatska, Ivano–Frankivska and Chernivetska (Ukraine).

Suceava and Chernivetska are included on the basis of special rules. The programming area covers 32% of Slovak Republic, 14% of Hungary, 8% of Romania and 6% of Ukraine. The programme area includes approximately 598.9 km joint border with Ukraine which covers fully the Slovak-Ukrainian (97.9 km) the Hungarian-Ukrainian (134.6 km) and partially the Romanian-Ukrainian (366.4 km) border lines.

b. Preparatory background

A Kick off meeting was held on future strategic planning on 22 May 2012 with the participation of Ministry of National Development, Hungary, National Development Agency, Hungary (Joint Managing Authority), Ministry of Agriculture and Rural Development of the Slovak Republic, (National Authority), Ministry of Regional Development and Tourism, Romania (National Authority), Ministry of Economic Development and Trade of Ukraine (National Authority) and the Joint Technical Secretariat. The Joint Task Force (hereinafter referred to as JTF) has been set up (7 December, 2012, Tokaj, Hungary) for strategic planning and programming, members have been appointed by the participating countries and the Rules of Procedure has been adopted. On the second meeting of the Joint Task Force (23 May, 2013, Senec, Slovakia) members agreed to set up the new structure for the programming period 2014-2020 with the four countries participated in the HU-SK-RO-UA ENPI CBC Programme 2007-2013. Financing of preparatory activities has been approved from TA sources dedicated to 2007-2013 Joint Operational Programme.

c. Bodies involved in the programming process

The bodies involved in the programming process are:

- The Joint Task Force with guidance and decision-making functions;
- The Joint Monitoring Committee of the Hungary-Slovakia-Romania-Ukraine ENPI Cross-Border Cooperation Programme 2007-2013 with decision-making function with regard to the use of Technical Assistance budget of the current Programme;
- The Joint Managing Authority and the Joint Technical Secretariat of the Hungary-Slovakia-Romania-Ukraine ENPI Cross-Border Cooperation Programme 2007-2013 with technical and administrative functions as well as with functions of coordination of the information flows/contacts among all involved bodies;
- The experts involved in the different phases of the programming process, namely:
    - the independent evaluators responsible for the ex-ante evaluation and Strategic Environmental Assessment;
    - the experts responsible for supporting the drafting of the JOP of the future Hungary-Slovakia-Romania-Ukraine ENI Cross-Border Cooperation Programme 2014-2020 (object of this tender procedure).

Taking into account the complexity of the overall programming process and the large number of bodies involved, an external support for the facilitation of the programming meetings is provided by the INTERACT ENPI project.

II. Contract objectives

a. Overall objectives

The Tenderer has to elaborate the Joint Operational Programme of the Hungary-Slovakia-Romania-Ukraine European Neighborhood Instrument Cross-Border Cooperation Programme in the 2014-2020 financial perspective. The document has to be prepared in English language. The task has to be carried out as a result of building on many pieces of input, from the analysis of a broad array of fields (economy, infrastructure, transport, environment, demography, labour market, education, cultural relations, etc.) through the comments and suggestions to be received from the Contracting entity, the Joint Technical Secretariat, the National Authorities of the participating countries, the Joint Task Force and the stakeholders of the border region, to the lessons learned from previous development programmes. Finally, the recommendations of the ex-ante assessment and the strategic environmental assessment have to be taken into consideration as well.

- Focusing on the specificities of the border region. In order to create an efficient development policy it is necessary for the JOP to follow a regional approach. This shall be achieved by setting clear regional/spatial objectives on the regional level taking into account priorities. In order to mirror the regional characteristics and specific problems, the JOP has to define its own distinctive priorities, following the choice of strategic and thematic objectives to be addressed based on the existing development needs of the core regions of the programme area.

- Focusing on the cross-border dimension. Instead of presenting the border region's general characteristics and development objectives, the Tenderer has to concentrate on specific cross-border connections and aspects.

- Concentrating development efforts and building a distinctive strategy. The identified unique characteristics of the border region and the coherent development needs of its stakeholders should provide the foundations to the chosen strategic and thematic objectives and planned priorities.

- Drawing conclusions from previous developments and from the Hungary-Slovakia-Romania-Ukraine ENPI CBC Programme 2007-2013. The development programmes of the participating counties have to be assessed with the aim of strengthening successful initiatives and avoiding development directions which have proven unsuccessful. Not only the cross-border but also the internal (regional- and other) development programmes of the border area have to be examined.

- Maintaining a broad partnership able to articulate a comprehensive palette of regional and local development needs and initiatives. A partnership approach shall be ensured towards the stakeholders of the border region. Workshops and interviews/consultations have to provide the possibility for channelling in regional and local ideas and views. The circle of stakeholders has to include inter alia micro-regional development organisations, mayors of bigger cities, major civil organisations, organisations of economic actors, scientific institutions dealing with the border region.

- The current Hungary-Slovakia-Romania-Ukraine ENPI CBC Programme is determined by a significantly high number of projects. One of the objectives of the new JOP is to develop a more integrated implementing strategy in order to reduce the highly diversified approach of the current programme and attract more strategic oriented projects.

- The mid-term evaluation process revealed that the current program is very broad; the focus of the program is very wide with ambition to tackle many disparities in the development of the cross border area. The management of the program shares this opinion as well and find that for the new programming period it is necessary to reduce the number of objectives and become more targeted towards achieving

thematic concentration. The same principle in programming is supported by European Commission. This phase in the programming process requires close cooperation with the Contracting entity.

In addition, the Joint Operational Programme shall take into account any further relevant strategic papers and guidelines which might be issued by the European Commission, Council or Parliament, as well as a wide range of existing studies in the matter of regional development. The JOP of the Hungary-Slovakia-Romania-Ukraine ENPI CBC Programme 2007-2013 shall also be considered.

b. Specific objectives

The tasks of the Tenderer are contained in the list below. The tasks build on each other both in terms of content and timing, as individual steps of the entire programming effort. Particular attention should be given to ensuring the sustainability and dissemination of project results.

The first draft of the Joint Operational Programme has to be prepared by 1 May 2014, accompanied by an Interim Report. The content of the Joint Operational Programme has to be in harmony with the requirements of further relevant strategic papers and guidelines which might be issued by European Commission, Council or Parliament. The task of the Tenderer is to regularly follow up the drafts of the regulatory framework of the 2014-2020 programming period and draft the JOP in harmony with the future relevant regulations.

1.) Preparing the methodology for the preparation of the situation analysis of the programme area

This activity contains, among others, the analysis of the economy, infrastructure, transport, environment, demography, labour market, educational system, existing cultural relations, tourism and regional development. The statistic analysis can be paired with the projection of potential directions of development in the above-mentioned fields. Within the thematic analysis, regional disparities have to be addressed as well. The analysis to be prepared as the result of this activity has to be suitable for determining the possible scale of cross-border cooperation in each of the different areas. The two-faced role of the borders (its dividing and connecting aspects) should be addressed throughout the management of the task.

In addition, the Tenderer should prepare an analysis and description of the lessons learnt from previous experiences in cross-border programmes. Specific analysis should take place as regards the HU-SK-RO-UA ENPI CBC Programme with particular reference to the Programme's objectives, priorities, projects' performance, allocations to priorities and compare them with the results and outputs reached so far. The basic data for the analysis will be provided by the JTS and results by the management bodies of the previous Programme.

2.) Drawing up the SWOT analysis of the border regions

In the frame of this activity the Tenderer has to prepare a SWOT analysis based on the data gathered during the first activity, and then has to collect stakeholders input as well to the initial table. The stakeholder's consultation(s) shall discuss the content of both the situation analysis and of the draft SWOT analysis based thereon. Input to be received from stakeholders includes the definition of common goals in the sectorial policies and the collecting of ideas for joint efforts, for common development activities and for initiatives of cooperation. The SWOT analysis has to mirror the actual state of the border region as comprehensively as possible; therefore it shall be subject to discussions also within the Joint Task Force as well.

3.) Laying down the strategy of the future cross-border cooperation programme, including the overall aim, the chosen strategic and thematic objectives, and the defined priorities

The strategy has to be based on the analyses prepared for the programme area (see first and second tasks). It shall be drawn up in light of the present Terms of Reference and it, too, shall be made subject to the decision-making of the Joint Task Force, with the drafting of several versions as the discussions carry on.

4.) Describing the content of the chosen thematic objectives, the planned priorities, and potential actions/projects

As part of this task the Tenderer, based on all input gathered up to this stage, has to determine the main directions of development and has to draw up visions (drafting alternatives), to be discussed and to be decided upon by the Joint Task Force. A next step within this task will be the setting up of the system of priorities, with synergic connections in place between them. The output of this phase shall be a draft document which already contains the detailed describing of the chosen thematic objectives, the priorities defined and potential actions/projects. As indicated in the overall objectives the approach to attract sophisticated and strategic projects is highly expected.

5.) Preparing the indicator table of the programme strategy

The Tenderer has to make a proposal regarding the indicator table of the programme. The targets shall be quantified using a limited number of indicators for output and results. The proposal has to include ideas for appropriate output-, result- and impact indicators which are in line with the 'SMART criteria'. The indicator table shall be based on the newly drafted strategy and intervention logic of the programme, but the Tenderer should take into consideration also the lessons learned from the achievement of the indicators of the HU-SK-RO-UA ENPI CBC Programme and from other relevant development programmes' system of indicators.

6.) Preparing a draft financial table for the programme

Based on the information to be made available until the given point in time, the Tenderer has to make a recommendation (or make recommendations) for the financial table of the programme, dividing the overall available amount of funding between the identified Priorities, and potential projects, including a proposal on project sizes in the different priorities and in line with the defined indicators with special regard to concentration of available resources. Decision-making on the final financial table shall be the responsibility of the Joint Task Force and confirmed by the JMA and NAs, therefore the Tenderer has to ensure that the proposal(s) under debate are thoroughly based on the strategy and are in line with the content of the priorities.

7.) Examining and referencing the coherence of the cross-border programme with other development programmes and policies of the 2014-2020 financial perspective

The Tenderer, based on the information already available at the time of planning, has to reference the major features of other development programmes to be implemented in parallel with the new cross-border programme. During the examination wider consultation should take place with other relevant stakeholders (regional authorities; managing authorities of ETC programmes; etc.). Based on the information achieved from these consultations the analysis should focus on the coherence and eventual overlaps with other Union financed programmes in the countries and regions concerned together with an analysis of coherence with national and regional strategies and policies. Suggestions should be made for solutions which can help to prevent or minimise overlaps of the new programme with other Union financed programmes.

In addition, the Tenderer should prepare a risk analysis and propose mitigating measures. The analysis should identify the possible risk of the proposed programme strategy: what could affect the achievement of the set objectives and what would be the measure to prevent this or to solve these risks.

8.) Preparing and participating at Joint Task Force meetings

The Joint Task Force will be the responsible body for making decisions throughout the Programme planning and its meetings will be organised approximately every quarter of the year. The Tenderer will be required to draw up the content of the Joint Operational Programme in line with the decisions reached on the Joint Task Force meetings. Tenderer has to prepare the agenda and other relevant supporting documents for the meeting (in consultation with the Joint Technical Secretariat and the National Authorities), which should be sent to them at least 5 days prior the deadline of invitation sending. The invitations and the related documents will be circulated among the Joint Task Force members by the Joint Technical Secretariat. The Tenderer has to moderate sections of the meetings dedicated to discussions on the Joint Operational Programme, will hold presentations and has to write minutes, upon written request and information received from the Contracting entity. The costs for renting the location of the meetings and catering will not be covered by the Tenderer.

9.) Organizing and moderating consultation events to Programme stakeholders

During the programming process stakeholders of the Programme eligible area have to be informed and consulted about the strategy of the Programme. For this reason workshops/interviews/round tables/conferences (Joint Task Force will decide on the form for collecting information) will have to be organised; and Tenderer will be involved in the organisation and moderation of these events. The Joint Task Force will decide on the modalities of including stakeholders – equally on all sides of the borders.

During the elaboration of the Joint Operational Programme, the results of ex-ante evaluation, Strategic Environmental Assessment (hereinafter referred to as SEA) and other evaluations are to be incorporated in the JOP, the experience gained during the current programme and the discussion outcomes of the Joint Task Force are both to be made full use of, and the coherence between this operational programme and other development programmes is to be ensured, so that overlapping can be avoided.

III. Required outputs

During the contract period the Tenderer will make all necessary efforts to develop the capacity of the national, regional and local authorities and other relevant actors in the preparation of HU-SK-RO-UA ENI CBC Programme. The Tenderer will support the counterparts of the future JMA in the participating countries with a view of achieving the following results:

- equal representation of programme partners at all levels;
- the programme reflects the needs of the targeted regions;
- the programme addresses the priorities of the targeted regions based on the needs;
- Introduction: a short description of the programme preparation steps including information on consultations and actions taken to involve the participating countries and other stakeholders in the preparation of the programme.
- Description of the programme area:

  (i) Core regions: a list of core regions as set out in the programming document and, where relevant, any extension in accordance with Article 8(4) of ENI Regulation;

  (ii) Adjoining regions, where relevant: a list of adjoining regions, the justification for their inclusion and the conditions for their participation in the programme in line with the requirements set out in the programming document;

  (iii) Major social, economic or cultural centres referred to in Article 8(3) of ENI Regulation, where relevant: a list of centres identified per priority, the justification for their inclusion and the conditions for their participation in the programme in line with the requirements set out in the programming document;

  (iv) A map of the programme area, mentioning the name of each territorial unit and, where relevant, distinguishing between the territorial units referred to in (i), (ii) and (iii).

  (v) In addition to the description of the programme area, the intention to make use of Article 10(5) of the ENI Regulation under the conditions set out in the programming document shall be indicated in the programme where relevant;

- Programme's strategy:
  - (i) A description of the programme strategy including the choice of thematic objectives and corresponding priorities in line with the provisions of the programming document;
  - (ii) A justification for the chosen strategy based on:
    - a. an analysis of the socio-economic and environmental situation of the eligible cooperation areas in terms of strengths and weaknesses and the medium term needs deriving from that analysis.
    - b. an analysis of the socio-economic and environmental situation of the eligible cooperation areas in terms of strengths and weaknesses and the medium term needs deriving from that analysis.
    - c. a description of lessons learnt from previous experiences in cross-border programmes;
    - d. based on a wider stakeholders consultation, information on the coherence with other Union financed programmes in the countries and regions concerned together with an analysis of coherence with national and regional strategies and policies;
    - e. a risk analysis and mitigating measures;
  - (iii) A description of objectively verifiable indicators, in particular:
    - a. the expected results for each priority, and the corresponding result indicators, with a baseline value and a target value;
    - b. the output indicators for each priority, including the quantified target value, which are expected to contribute to the results.
  - (iv) a description of ways to mainstream the following cross-cutting issues, where relevant: democracy and human rights, environmental sustainability, and gender equality
- Structures and designation of the competent authorities and management bodies:
  - (i) the composition of the Joint Monitoring Committee and tasks;
  - (ii) the Managing Authority and its designation process;
  - (iii) national authorities of all participating countries, in particular, the authority in each participating country referred to in Article 31(1), and where relevant support structures;
  - (iv) the procedure for setting up the Joint Technical Secretariat, where relevant;
  - (v) the audit authority and the members of the group of auditors;
  - (vi) the body or bodies designated as control contact points in all participating countries and its/their tasks pursuant to Article 32(1) and (2);
- Programme implementation:
  - (i) a summary description of the management and control systems, in accordance with Article 30;
  - (ii) a timeframe for programme implementation;
  - (iii) a description of project selection procedures in accordance with Article 30;
  - (iv) a description of types of support per priority in accordance with Article 38, including a list of projects to be selected through direct award procedure, or contributions to financial instruments. It shall also include an indicative timetable for the selection of projects to be financed;

(v) a description of planned use of technical assistance, and applicable contract award procedures;

(vi) a description of the monitoring and evaluation systems, together with an indicative monitoring and evaluation plan for the whole duration of the programme;

(vii) the communication strategy for the whole programme period and an indicative information and communication plan for the first year;

(viii) information on fulfilment of regulatory requirements laid down in Directive 2001/42/EC of the European Parliament and of the Council of 27 June 2001 on the assessment of the effects of certain plans and programmes on the environment[32];

(ix) an indicative financial plan containing two tables (without any division per participating country):

- a table specifying the yearly provisional financial appropriations for commitments and payments envisaged for the support from the Union for each thematic objective and technical assistance. The first year's appropriations shall include the preparatory costs pursuant to Article 16;
- a table specifying the provisional amounts of the financial appropriations of the support from the Union and national co-financing for the whole programming period for each thematic objective and technical assistance;

(x) rules on eligibility of expenditure referred to in Articles 48 and 49;

(xi) the apportionment of liabilities among the participating countries [in case of financial corrections imposed by the Managing Authority or the Commission];

(xii) the rules of transfer, use and monitoring of co-financing;

(xiii) a description of IT systems for the exchange of computerised data between the Managing Authority and the Commission;

(xiv) language(s) adopted by the programme in conformity with Article 7.

Name of report	Content	Time of submission
Inception Report	Analysis of existing situation and plan of work for the project.	No later than 1 month after the start of the implementation.
1st draft JOP	Short description of progress (technical and financial) including problems encountered; planned activities for the ensuing 6 months accompanied by an invoice and the expenditure verification report.	No later than 1 month after the end of 6 months implementation period.
Draft Final JOP	Short description of achievements including problems encountered and recommendations.	No later than 1 month before the end of the implementation period.

[32] OJ L 197, 21.7.2001, p. 30–37.

Final JOP	Short description of achievements including problems encountered and recommendations; a final invoice and the financial report accompanied by the expenditure verification report.	Within 1 month of receiving comments on the draft Final Report from the contact person identified in the contract.

IV. Content development and workflow

The selected Tenderer shall deliver:

- Inception Report;
- 1st Draft of the Joint Operational Programme
- Draft Final Joint Operational Programme
- Final Joint Operational Programme to be submitted to EC.

The service will be organised in the following four phases.

a) Methodology and tools – Inception Report

Participative approach should be key element of the methodology. In the planning process it is crucial to involve a wide range of stakeholders, therefore a combination of individual interviews, thematic and territorial workshops as well as online communication will be used to reach as many stakeholders as possible. Based on the key conclusions from the analysis a detailed SWOT matrix is drawn up.

The selected Tenderer shall develop the methodology and the tools used for the execution of the exercise. The proposed methodology shall be based on a sound methodological approach to be explained in tender documentation for each of the above-mentioned milestones. Quantitative and qualitative approaches and methods shall be combined.

The outline of the methodology and of the analytical tools applied shall be presented in an inception report which shall include at least:

- details on the methodology applied including timeline;
- type of data to be collected for the socio economic analysis;
- categories of target groups and stakeholders to be involved in the consultation process including a timeline for consultations;;
- list of literature to be reviewed.

The Inception Report will also contain a detailed work plan. In order to carry out the tasks in line with the time schedule and efficiently, the selected Tenderer has to prepare a detailed work plan, and to agree on that with the contracting entity, and other partners if necessary. In the application for tender, the selected Tenderer has to hand in a preliminary proposal on the work plan. The work plan has to contain the detailed table of contents of the Joint Operational Programme as well. Negotiations have to be held by the selected Tenderer with the contracting entity as well as the Joint Task Force leading the programming on the work plan.

The inception report shall be discussed with the Contracting entity and approved by the Joint Task Force.

b) Joint Operational Programme 2014-2020

1st draft of the JOP

On the basis of the methodology prepared in the initial phase, the territorial analysis shall start with a collection of data which shall be carried out at least at the following two levels:

- Desk research, carried out on the existing literature, including the most recent research carried out by European Commission, international organisations and national institutions, universities and research bodies;
- Direct (primary) data collection, with the aim of closing the gaps of available information (identified during desk research) as well as for collecting perceived needs, suggestions, strategic addresses from the relevant stakeholders at the EU, Member State and Partner Country levels.

The analysis shall be conducted according to the methodology approved within the Inception Report and leading to the delivery of the output by means of:

- collection and work-up of the existing documents

The collection and work-up, systematisation of all the available and approved regional development (policy papers/plans/concepts/strategies/programmes) and planning documents prepared during the last 5 years and also programme proposals of the 2014-2020 EU programming cycle from national (only their cross-border considerations), regional and county-level. The list of documents shall be revised from time to time to based on actual European/national/regional documents released.

- Input from Joint Task Force members

Interviews have to be prepared with the key partners in charge of cross-border development of the countries, regions and European Commission.

- Preparation of statistics on programme level

A common statistical database shall be established so that the regional analysis and SWOT can be updated in an efficient way and they can be well-based. Consultations can be held with the project partners in Hungary, Slovakia, Romania and Ukraine.

- Regional analysis

Based on the work-up, synthesis of the statistical data and proposals collected, a report has to be prepared by the expert team, with strategic focus on the elaboration of the descriptive part of the JOP, with general and thematic maps. Negotiations have to be made with the contracting entity and the Joint Task Force.

The report shall be submitted to the contracting entity and approved by the Joint Task Force. On the basis of the comments received, the selected Tenderer will have to prepare the final version of the report. In the case that the outputs of the service are not in line with the quality standards expected by the contracting entity or the Joint Task Force, the contracting party may ask for improvements free of charge.

The selected Tenderer shall elaborate recommendations for the final Inception Report and Regional Analysis before the 1st draft of the OP:

List of territories to be analysed:

- Territories with similar characteristic (for example borders with the same development level), as well as those with different characteristics (different development level but with similar development objectives with the ones presented in the current contract), with the scope of borrowing best practices and establishing the reality of the proposed strategy;
- Regional level from the perspective of correlating the regions with the local territories of the eligible area;
- Local level from the perspective of correlating the local level with the eligible one;

Territories within the eligible area:

- Identifying the areas with territorial characteristics (for example poor areas, mountain areas, rural areas, list of cities proposed for sustainable urban integrated development, etc.), from the perspective of creating common partnerships, common strategies, CLLDs, ITIs, twin cities, other joint territorial instruments, joint strategic projects);
- Identifying joint functional area, for each objective and policy envisaged, for example energetic areas, research areas etc.

Draft Final JOP/Final JOP

The draft Joint Operational Programme shall be developed according to the methodology approved within the inception report and leading to the delivery of the output. Besides the meetings, written procedures will be also organised to discuss the draft JOP in detail, involving the Joint Task Force members.

Separate consultations can be necessary with the contracting entity, in close cooperation with the national authorities. The results of the Joint Task Force meetings, consultations with ex-ante evaluators and SEA experts have to be incorporated into the document.

For the finalisation of the JOP all the opinions, proposals given in the written procedure and at the workshops, during the sessions of the Joint Task Force have to be reviewed and the necessary modifications have to be made in the JOP. The final version of the financial table and the indicator table has to be prepared too. A common structure has to be given to the whole document (The contracting entity may propose this structure). Proposal shall be made on the thematic objectives to be chosen and the priorities of the JOP. The JOP has to meet the admission requirements set by the European Commission. Continuous consultation is needed with the contracting entity and the Joint Task Force.

Providing the contracting entity with the final programme document for quality assurance, carrying out the final modifications, final compilation of the document is also the task of the expert team.

According to the approved outputs of ex-ante evaluation and the SEA, and taking into consideration the comments received after the quality assurance the Joint Operational Programme will be finalised.

The draft JOP shall be approved by the Joint Task Force. On the basis of the comments received, the selected Tenderer will have to prepare the final version to be submitted to the EC. In the case that the outputs of the service are not in line with the quality standards expected by the JMA/NA/JTS or the Joint Task Force, the contracting party may ask for improvements free of charge.

V. Timing

The selected Tenderer shall ensure the availability of the proposed working team already at the time of the inception meeting for the assignment. It shall start immediately after the award of the service contract and commit itself to the following deliveries and timeline which shall be finalized in the inception report.

The duration of the service is starts from the signature of contract and ends with the final adoption of the JOP by European Commission (expected to take place in the third quarter of 2015) due to the fact that the EC might have further clarifications. The process consists of 3 main milestones, which are considered as the main deliveries of the Contract. The exact submission date and content of the documents will be fixed in the inception report.

Main outputs shall be delivered according to the indicative timetable bellow. It may be subject to further adaptations according to factors which are not under direct control of the contracting entity, mainly related to the timing of the approval of the legal and financial framework as well as the timing of the negotiations between participating countries and with European Commission.

Activities provided by the tenderer	**Report to be submitted**	**Indicative timing**
Start of the project		Upon contract signature
Preparation of a detailed work plan and collection and work-up of the existing documents, proposal for the methodology		1 month
Presenting the Inception Report	Inception Report	No later than 1 month after signing the contract
Analysis of the results of the previous Hungary-Slovakia-Romania-Ukraine ENPI CBC Programme (including lessons learned)		
Visit at the key partners		
Preparation of statistics at programme level		
Regional analysis[33], preparation of situational analysis		
Preparation of the 1st draft JOP (programme strategy chapter)	1st draft JOP	1 August 2014
Workshops/consultation with ex-ante and SEA experts		
Preparation of the list of Large Infrastructure Projects (LIPs) and their project description		
Evaluation of the project		

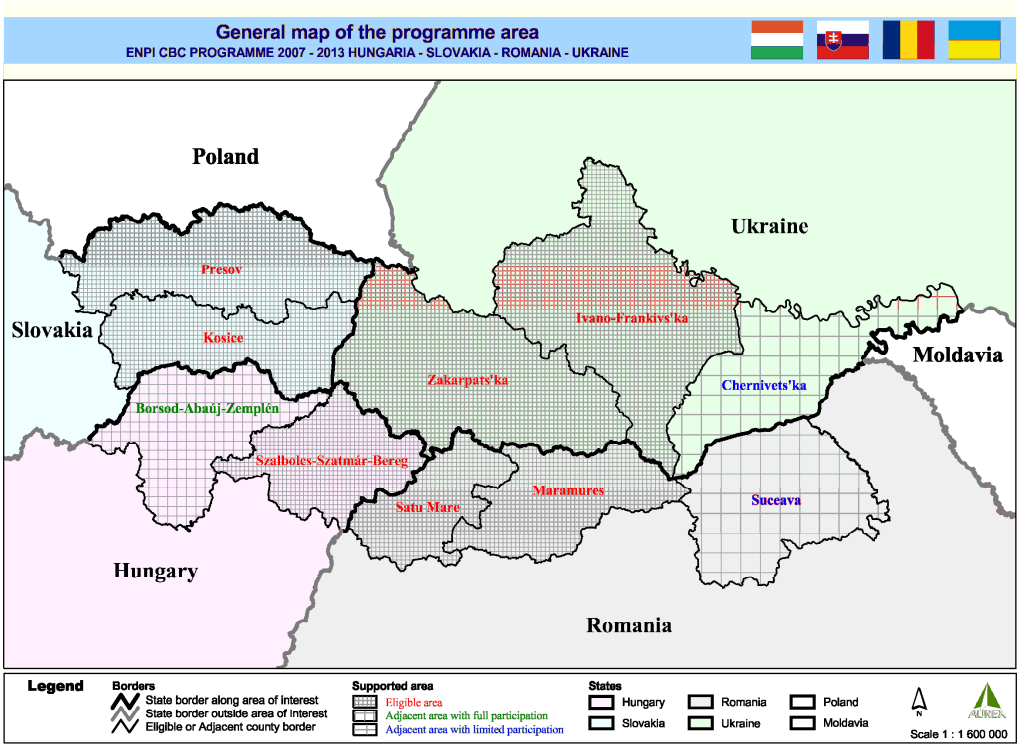
[33] The territorial analysis should include visualised elements such as charts and maps; statistical data in a separate annex

database		
Identification of competent authorities and management bodies		
Preparation of the summary description of the management and control system		
Negotiations with Joint Task Force and the institutions/ex-ante and SEA experts involved		
Preparation of 1st draft Final JOP	Final draft JOP	not later than 15 October 2014
Finalisation of the programme document		
Providing the contracting entity with the final programme document for quality assurance, carrying out the final modifications, final compilation of the document		15 November 2014
Assistance in the public consultation process and final amendments according to its outputs		
Finalisation of the programme document according to the approved output of ex-ante evaluation and the strategic environmental assessment, as well as the relevant regulation		By 1 December 2014
Final Joint Operational Programme	Final JOP	By 15 December 2014

TERMS OF REFERENCE

Ex-ante Evaluation and Strategic Environmental Assessment for the operational programme of period 2014-2020 of the cross-border eligible area of Hungary, Slovakia Romania and Ukraine to be submitted to European Commission

(Part 2)



This tender document aims to specify the framework for the elaboration of Joint Operational Programme as set in the draft

- Draft Regulation of the European Parliament and of the Council laying down general provisions establishing a European Neighbourhood Instrument and repealing Regulation (EC) No 1638/2006;
- Draft Regulation of the European Parliament and of the Council laying down implementing rules for cross-border cooperation programme financed under European Neighbourhood Instrument and repealing Regulation (EC) No 951/2007;
- Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002;
- Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union;
- Multiannual Financial Framework 2014-2020 (indicative adoption early 2014);
- ENI CBC Joint Operational Programme (indicative adoption spring 2015);
- ENI CBC Implementing Rules (indicative adoption autumn 2014);
- Regulation of the European Parliament and of the Council amending Regulation (EC) No 1082/2006 on a European grouping of territorial cooperation (EGTC) as regards the clarification, simplification and improvement of the establishment and implementation of such groupings;
- Result indicators 2014+ report on pilot tests in 12 regions across the EU (Brussels, 3 April 2012).

I. Background Information

The Hungary-Slovakia-Romania-Ukraine ENPI Cross-Border Cooperation Programme 2007-2013 is a European Union funded Programme being implemented the European Neighbourhood and Partnership Instrument to provide Community assistance for the development of an area of prosperity and good neighbourliness involving the European Union and the 'ENPI countries'.

The Programme is based on its Joint Operational Programme approved by the European Commission on 23 September 2008 (C(2008)5146) and amended on 25 April 2012 (C(2012) 3302).

The programme's overall objective is to intensify and deepen the cooperation in an environmentally, socially and economically sustainable way between Zakarpatska, Ivano-Frankivska and Chernivetska regions of Ukraine and the neighbouring areas of Hungary, Romania and Slovakia, while contributing to an integrated development by promoting cross-border co-operation projects with mutual benefit, tangible outputs and concrete results.
The achievement of the overall objective of the proposed strategy is envisaged by implementing measures that contribute to the achievement of the objective by their expected results. Foreseen measures are grouped into priorities. The overall objective is expected to be achieved by reaching aims of the priorities. The aim of each priority has been established, as follows:

Priority 1.: Promote economic and social development

Knowledge transfer and practice-sharing to promote joint developments of businesses and increase turistic attractiveness of the area.

The measures grouped to address the aim of the priority are the following ones:

- Harmonised development of tourism

- Create better conditions for SMEs and business development

Priority 2.: Enhance environmental quality

To enhance the quality of air, waters, soil and forestry resources and reduce risks of damages on natural environment

The measures grouped to address the aim of the priority are the following ones:
- Environmental protection, sustainable use and management of natural resources
- Emergency preparedness

Priority 3.: Increase border efficiency

To increase efficiency of border management on the Ukrainian border

The measure that addresses the aim of the priority is the following one:
- Improvement of border-crossing transport infrastructure and equipment at border controls

Priority 4.: Support people to people cooperation

To improve the effectiveness of public services and increase mutual understanding of various groups of the society

The measures grouped to address the aim of the priority are the following ones:
- Institutional cooperation
- Small scale "people to people" cooperation

Each measure of a priority is expected to contribute to the achievement of the aim of the priority and, through this, to the attainment of the overall objective of the programme.

The total budget of the Programme equals to 74.8 million EUR of which 68,6 million EUR comes from community contribution (ENPI) and 6,2 million EUR is the co-financing. The above mentioned Priorities are complemented with the Technical Assistance which amounts to 6.9 million EUR.

The Programme covers 10 NUTS III level regions, 2 from Hungary incorporating the Eastern part of the country 2 from Slovakia including the Eastern part of Slovakia, 3 from Romania including the Northern part of Romania and 3 from Ukraine incorporating the Western part of the country including the adjacent areas with full and limited participation. Target groups are regional and local authorities, development agencies, universities and research institutes, chamber of commerce, innovation centres and other non-profit organisations. The Programme will finance approximately 130 projects until the end of its implementation.

For further information, please visit the official website of the Programme: http://www.huskroua-cbc.net

a. Territorial coverage

The programme area is located on the Hungarian-Slovak-Romanian-Ukrainian border, and includes the following territorial units: Szabolcs-Szatmár-Bereg and Borsod-Abaúj-Zemplén (Hungary), Košický and Prešovský (Slovakia), Maramureş, Satu-Mare and Suceava (Romania), Zakarpatska, Ivano–Frankivska and Chernivetska (Ukraine). Suceava and Chernivetska are included on the basis of special rules. The programming area covers 32% of Slovak Republic, 14% of Hungary, 8% of Romania and 6% of Ukraine. The programme area includes approximately 598.9 km joint

border with Ukraine which covers fully the Slovak-Ukrainian (97.9 km) the Hungarian-Ukrainian (134.6 km) and partially the Romanian-Ukrainian (366.4 km) borderlines.

b. Preparatory background

A Kick off meeting was held on future strategic planning on 22 May 2012 with the participation of Ministry of National Development, Hungary, National Development Agency, Hungary (Joint Managing Authority), Ministry of Agriculture and Rural Development of the Slovak Republic, (National Authority), Ministry of Regional Development and Tourism, Romania (National Authority), Ministry of Economic Development and Trade of Ukraine (National Authority) and the Joint Technical Secretariat. The Joint Task Force (hereinafter referred to as JTF) has been set up (7 December, 2012, Tokaj, Hungary) for strategic planning and programming, members have been appointed by the participating countries and the Rules of Procedure has been adopted. On the second meeting of the Joint Task Force (23 May, 2013, Senec, Slovakia) members agreed to set up the new structure for the programming period 2014-2020 with the four countries participated in the HU-SK-RO-UA ENPI CBC Programme 2007-2013. Financing of preparatory activities has been approved from TA sources dedicated to 2007-2013 Joint Operational Programme.

c. Bodies involved in the programming process

The bodies involved in the programming process are:

- The Joint Task Force with guidance and decision-making functions;
- The Joint Monitoring Committee of the Hungary-Slovakia-Romania-Ukraine ENPI Cross-Border Cooperation Programme 2007-2013 with decision-making function with regard to the use of Technical Assistance budget of the current Programme;
- The Joint Managing Authority and the Joint Technical Secretariat of the Hungary-Slovakia-Romania-Ukraine ENPI Cross-Border Cooperation Programme 2007-2013 with technical and administrative functions as well as with functions of coordination of the information flows/contacts among all involved bodies;
- The experts involved in the different phases of the programming process, namely:
    - the independent evaluators responsible for the ex-ante evaluation and Strategic Environmental Assessment (object of this tender procedure);
    - the experts responsible for supporting the drafting of the JOP of the future Hungary-Slovakia-Romania-Ukraine ENI Cross-Border Cooperation Programme 2014-2020.

Taking into account the complexity of the overall programming process and the large number of bodies involved, an external support for the facilitation of the programming meetings is provided by the INTERACT ENPI project.

II. Contract objectives

Cohesion policy for the period 2014-2020 must be strongly orientated towards results to contribute to the Union strategy for smart, sustainable and inclusive growth (Europe 2020 strategy). To this end it is important to develop a well-designed programme taking into account European, national and regional needs, and focused on the results the Programme wants to achieve.

Although the draft ENI Regulation does not foresees an ex ante evaluation as an obligatory tool for preparing the ENI CBC programmes but according to the decision of the JTF made on 23 May, 2013 in Senec regarding the new quadrilateral ENI CBC Programme such an evaluation should be prepared in order to improve the quality of the programme design. The ex ante evaluation report – including an executive summary - shall be submitted together with the operational programme to the European Commission which will take it into account when assessing the consistency of the programme prior to adoption.

The role of the ex ante evaluation is thus reinforced in the new programming period. It should ensure that the operational programme clearly articulates its intervention logic and can demonstrate its contribution to the Europe 2020 strategy. It should also help to put in place a functioning monitoring system which meets the evaluation requirements. The ex-ante evaluation recommendations should be clear, based on evidence and adapted to the particular needs of the programmes.

The ex ante evaluation shall incorporate, where appropriate, the requirements for Strategic Environmental Assessment (SEA) set out in implementation of Directive 2001/42/EC of the European Parliament and of the Council of 27 June 2001 on the assessment of the effects of certain plans and programmes on the environment. The objective of the SEA is to describe, identify and assess the likely significant effects on the environment of implementing the programme, to be taken into account in its preparation. This assessment is a systematic process for evaluating the environmental consequences of the proposed policy or programme initiatives in order to ensure that they are fully included and appropriately addressed at the earliest stage of decision-making with economic and social considerations.

III. Tasks to be performed

Delivery of a report and short summary for the Ex-ante Evaluation and Strategic Environmental Assessment for the 2014-2020 Programming period of the cross-border eligible area in Hungary, Slovakia, Romania and Ukraine according to the draft regulations and related guidance documents.

IV. Components of the Evaluation

<u>The content of an ex-ante evaluation are grouped into five components:</u>

1. Programme strategy
    a. Consistency of programme objectives
    b. Coherence
        i. Internal coherence
        ii. Relation with other relevant instruments
    c. Linkage between supported operations, expected outputs and results
    d. Horizontal principles
2. Indicators, monitoring and evaluation
    a. Relevance and clarity of programme indicators
    b. Quantified baselines and target values
    c. Suitability of milestones
    d. Administrative capacity, data collection procedures and evaluation
3. Consistency of financial allocations
4. Contribution to Europe 2020 strategy
5. Strategic Environmental Assessment

<u>Programme strategy</u>

The ex ante evaluators will start their work while the programme is being developed. The evaluators will therefore appraise an early draft outlining the main ideas of the

programme strategy. The aim is to design a programme that sets out a strategy for its *contribution to the Europe 2020 strategy and any other relevant strategies*. The strategy will weight these various challenges and needs and translate them into a limited number of strategic objectives, thematic objectives and priorities. The evaluators should pay special attention to the list of Large Infrastructure Projects (LIPs) and the proposed programme indicators.

Consistency

The ex-ante evaluators should thus analyse:

1. whether the identified national or regional challenges and needs are in line with the Europe 2020 objectives and targets, the Council recommendations and the National Reform Programmes;
2. whether the chosen thematic objectives and proposed priorities consistently reflect these challenges and needs.
3. whether the key territorial challenges were analyzed and taken into account in the programme strategy;
4. whether the identified challenges and needs were consistently translated into the objectives of the JOP (i.e. the thematic objectives, priorities).

The evaluators should pay particular attention to the justification of specific cross-border regional challenges diverging from the national ones and to the evidence supporting this justification.

The ex-ante evaluators will assess if the identified challenges and needs referred to above are consistently translated into the objectives of the operational programme, i.e. the thematic objectives and priorities. These should be sufficiently precise to demonstrate how the programme intends to contribute to the EU 2020 strategy while addressing cross border challenges and needs.

Coherence

The evaluators should analyse the relationship between the strategic objectives, thematic objectives and the priorities set by the programme. The evaluators should verify that complementarities and potential synergies are identified. The evaluators should assess the coherence of the programme strategy with other relevant instruments at regional, national and EU level.

Linkage between supported operations, expected outputs and results

The ex-ante evaluation should assess the intervention logic of the programme. This intervention logic should start with the change that the programme intends to bring in the core regions of the programme area. This change (or intended result) should be achieved through operations/projects delivering outputs. The ex-ante evaluators should assess *how the expected outputs will contribute to achieving the expected results*.

The evaluators should review the description of the examples of operations/projects to be supported in each priority including the identification of the main target groups, specific territories targeted and types of beneficiaries where appropriate and the planned use of the EU funds.

Cross-cutting themes

It is required to assess the adequacy of planned measures to promote gender equality, to prevent discrimination, to fight for democracy and human rights and to promote environment sustainability.

Indicators, monitoring and evaluation

With the increased focus on results in the programming period 2014-2020, the identification of indicators and the arrangements for monitoring and data collection gain

an increased importance. In particular, the evaluators should verify that result indicators reflect the most significant intended effects of the programme priorities.

Relevance and clarity

The indicators are relevant if they reflect the operations/projects and the priorities. Result indicators provide information on the progress towards the change that the programme intends to bring in the core regions of the programme area. Each priority should include at least one result indicator.

As for the clarity the evaluator should appraise if programme-specific indicators have a clear title and an unequivocal and easy to understand definition. The ex-ante evaluation also assesses the robustness of the selected programme-specific result indicators and their statistical validation. This means that the data informing them should come from reliable, preferably official sources.

Quantified baseline and target values

The evaluator should assess target values with regard to the potential operations/projects taking into consideration the financial allocations to thematic objectives and indicative allocations at the level of priorities.

Where a quantified baseline has been set for a programme-specific result indicator, the evaluator should assess whether the baseline uses the latest available data; if not, the evaluator should determine what is the baseline based on most recent and appropriate data.

Where no quantified baseline has been set for a programme-specific result indicator, the evaluator should assess whether it is possible to set a quantified baseline; in this case, what would be the quantified baseline based on most recent and appropriate data.

Suitability of milestones

In order to appraise their suitability, the ex ante evaluators should first analyse whether milestones are relevant, i.e. *capturing essential information on the progress of a priority*. They should also analyse whether the milestones can realistically be achieved at the review points, in 2016 and 2018, as well as the cumulative targets established for 2022

Administrative capacity, data collection procedures and evaluation

The evaluators should examine the previous experience and appraise possible bottlenecks which might impede the management, monitoring and evaluation of the programme - and recommend preventive measures such as awareness and training. These bottlenecks could concern the number of persons involved in the programme management, monitoring and evaluation and their capacity to deliver services such as project information, animation, advice to project holders. They could also concern the administrative capacity of the hosting institutions of the management bodies. The evaluator is expected to suggest amendments to inconsistencies and errors experienced in the current period, if applicable.

The evaluator should assess the indicative monitoring and evaluation plan set for the programme duration in accordance with the requirements of the ENI CBC Implementing Rules.

Consistency of financial allocations

The ex ante evaluator should appraise the consistency of the allocations looking at the identified challenges and needs the chosen thematic objectives, priorities as well as at the planned operations/projects.

Contribution to Europe 2020 strategy

The evaluators should appraise the "contribution of the programme to the Europe 2020 strategy, having regard to the selected thematic objectives and priorities, taking into account national and regional needs" (Article xxx). In addition to verifying the consistency of the programme with the Europe 2020 strategy, the intervention logic and the intended results, the evaluators should assess to what extent the programme is likely to contribute to the strategy's objectives and targets. Coherence with Macro-Regional Strategies, namely the contribution to the Danube Strategy shall be also assessed. It should be verified how the Programme is facilitating the achievement of the Danube Strategy objectives.

Strategic Environmental Assessment

The Strategic Environmental Assessment Directive (2001/42/EC) requires Member States to assess the effects of certain plans and programmes on the environment. Further guidance on strategic environmental assessment will be provided, main elements as follows: a) description of key environmental aspects to be addressed in SEA, b) description of the scope of the environmental baseline to be prepared in the SEA report, c) indications on impact identification, d) assessment of the capacities to address environmental challenges, e) conclusions and recommendations. Considering the concept of cross-border cooperation between regions of Ukraine and Member States sharing common borders the strategic environmental assessment should cover the whole territory of the Programme.

V. Process of the ex-ante evaluation and SEA

a. Timing

The design of the programme should begin with an analysis of the national, regional and local situation (including where relevant sub-regional or sectoral analyses) of the programme area. The aim is to have the programme designed, negotiated and adopted on time to start implementation in early 2015.

The ex-ante evaluations play a pivotal role in this architecture. They should accompany the design of the programmes and appraise their different components from the selection of the thematic objectives to the set up of a functioning monitoring and evaluation system.

The ex-ante evaluators work in close interaction with the authority responsible for the preparation of the programme. They should undertake work in stages, depending on when elements of the programme are available and give their feedback to the programmers.

The successful tenderer shall ensure the availability of the proposed working team already at the time of the inception report for the assignment.

The successful tenderer shall start immediately after the award of the service contract and commit itself to the following deliveries and timeline:

The duration of service is considered from the signature of contract until the Final JOP is approved by the EC. The final draft JOP shall be submitted indicatively in October 2014. But in case of further clarification asked and amendment required by the EC, further tasks shall be carried out accordingly.

The successful tenderer will have to attend the Joint Tasks Force meetings that will take place by rotation in the participating countries.

The process consists of steps to be made in parallel with the elaboration of JOP according to the timetable.

Please, note that further fine-tuning can be envisaged during the planning and programming procedure according to the EC timetable or guidance given by the JTF.

Main Deliveries	Date of Delivery
1. Inception report including work plan with methodology and timing both for ex-ante and SEA evaluation.	3 weeks after signing the contract (envisaged March 2014)
2. Draft report including ex ante evaluation/SEA evaluation	September/October 2014
3. Final report including final ex ante evaluation/SEA and summary to be submitted to EC together with the Joint Operational Programme	November 2014 or according the timeframe determined by the programming process.

b. Output as Draft and Final report and publication

All outputs and results shall be elaborated by the selected tenderer in English language.

Output/Result: Ex-ante Evaluation and SEA reports and short summary.
Main outputs shall be delivered according to the indicative timetable. The timetable shall be finalized in the inception report and according to the decision of the JTF.

As the draft JOP will be made ready for submission to the Commission, a final evaluation report should be prepared, bringing together all elements of the evaluation. This report should reflect the main methods used the changes and improvements brought to the programme which have been made through the evaluation process and a final assessment of the draft programme. An executive summary should accompany this report.

c. Inception Report

An inception report shall be elaborated by the selected tenderer. The proposed methodology shall be based on a sound methodological approach to be explained in tender documentation for each milestone. Quantitative and qualitative approaches and methods shall be combined.

The outline of the methodology and of the tools applied shall be presented in an inception report shall include the following:

- details on the methodology applied both for ex-ante and SEA;
- description of the tools;
- categories of target groups and stakeholders to be involved;
- list of literature to be reviewed;
- detailed work plan and executive summary of the ex-ante and SEA evaluation;

In order to carry out the tasks in line with the time schedule and efficiently, the selected tenderer has to prepare a detailed work plan, and to agree on that with the Contracting entity, and other partners if necessary. In the application for tender, the selected tenderer shall hand in a preliminary proposal on the work plan. The inception report shall be discussed with the Contracting entity and approved by the JTF.

d. Communication, coordination

This task includes:

- communication with the target groups and stakeholders in English language;

- internal communication with team members;
- the communication with JTF;
- attendance at JTF meetings;
- regular contact and consultation with expert teams for planning/programming;
- organization and moderation of meetings, workshops related to tasks to be performed;
- review of the findings and recommendations made by the JTF in relation to the tasks covered by the contract;
- backstopping material, additional technical documents if necessary during the negotiations with the European Commission with special regard to the modification of the Operational Programme.

Chapter IV
Draft Contract

SERVICE CONTRACT

(DRAFT)

concluded between

VÁTI Magyar Regionális Fejlesztési és Urbanisztikai Nonprofit Korlátolt Felelősségű Társaság

Seat: 1016 Budapest, Gellérthegy utca 30-32.
Corporate registration number: 01-09-921024
Tax number: 18084922-2-44
Represented by: .....

as the Contracting Authority - Client (hereinafter: '**Client**'), and

……..

Seat:
Corporate registration number:
Tax number:

Represented by:

as the winning Tenderer - Contractor (hereinafter: '**Contractor**') today, with the following content and conditions:

I. ANTECEDENTS

I.1. The contracting parties declare that Client executed a successful **public procurement procedure** regarding " " (Part ....), published in the Official Journal of the European Union under reference number ……..

I.2. In the course of the assessment of tenders submitted within the framework of public procurement procedure, Contractor's tender was deemed to be the most favourable overall with regard to Part …….; therefore, Client announced Contractor as the winner of the public procurement procedure with regard to this part. The implementation of the contents of the call for tender that initiated the procedure and the associated documentation issued by Client and that of the contents of the Contractor's tender is put in writing by the Parties in the present contract.

I.3. Providing the services that are the subject of the present contract requires special expertise regarding the social and economic effects of cross-border programmes, economic and social interrelationships, the programme area's public administration, cultural and social policy and language skills; Contractor is able to provide the services ordered based on the present contract relying on several years of experience in the relevant area.

I.4. The Parties agree that the contract is concluded pursuant to Act CVIII of 2011 on Public Procurement (hereinafter: 'PPA'), with regard to and as part of the above referenced public procurement procedure.

II. SUBJECT OF THE CONTRACT, QUANTITY AND DURATION

II.1. Subject of the contract:……

II.2. Contractor undertakes an obligation to carry out the tasks described in detail in Annexes 1 and 2 (annexes on the call for tender that initiated the procedure and documentation, and the winning tender), which form an integral part of the present contract. In case of performance in conformity with contract, Client shall pay the consideration specified by the present contract.

II.3. The Parties conclude the present contract with a gross value of …….. EUR, with the detailed content being contained in the winning bid that forms a part of the present contract.

II.4. The contract shall be terminated when both parties have fulfilled their contractual obligations.

III. RIGHTS AND OBLIGATIONS OF CLIENT

III.1. Client or the organisation or person chosen by Client may carry out controls on the activities and work of Contractor or its subcontractors and the performance in conformity with contract at any time without limitations of any kind, and it may request information on the works that are the subject of the present contract without limitation at any time.

III.2. The contact person of Client shall continuously cooperate with Contractor and provide the data and information necessary for carrying out the tasks. The Parties agree that the deadlines are compulsory for Client as well; Client shall support Contractor in performance in conformity with contract and provide the necessary information and requested data, consult with Contractor and make the decisions related to the performance of the present contract on Contractor's request in due time. If Client fails to meet this obligation on time or fails to meet it altogether, Contractor shall not be responsible for any resulting performance that is not in conformity with the contract.

III.3. Client shall pay the contract price to Contractor in accordance with the terms of this contract.

III.4. Client may, with a reasonable deadline, demand from Contractor a revision of the document(s) to be delivered if this is necessary for approval by the Work group / European Commission.

IV. CONTRACTOR'S RIGHTS AND OBLIGATIONS

IV.1. Contractor undertakes an obligation to provide the service(s) defined in the present contract in return for the Contractor's fee specified in II.3.

IV.2. Only performance that fully meets the provisions of this contract and - regarding any issues that are not regulated by the contract - the call for tender that initiated the procedure, the documentation and the winning tender shall be considered performance in conformity with contract.

IV.3. Contractor shall carry out the task(s) within the deadline specified in the contract.

IV.4. Contractor undertakes to deliver to Client the documents used or created in the course of performing the contracts with full usage rights (including rights of duplication, copying, reworking and redesigning) – offset of the right is included in the contract price. Having no legal claim to such documents, Contractor shall accept their subsequent use by Client. Client shall have exclusive and unlimited usage rights to the documents and output products created by Contractor. Client permits the later use of source data by Contractor. The Parties declare that the present

contract is valid for use in both Hungary and abroad. Contractor undertakes an obligation not to violate the personal rights or copyrights of third parties through the intellectual products delivered to Client. It shall be liable for claims related to such violations instead of Client. In this regard, the present contract qualifies as a 'use contract' pursuant to Act LXXVI of 1999 on Copyright, and the Contractor's fee includes the price of the above-mentioned copyrights.

IV.5. The Parties agree that Contractor shall carry out its tasks relying on its own expertise and experience, to the best of its knowledge, in compliance with the expectations and instructions of Client. Contractor is obliged to call the attention of Client to impractical, inexpert or illegal instructions; Contractor shall be liable for damage caused by failing to do so. If Client maintains such an instruction despite the warning, Contractor may withdraw from the contract. If Contractor does not withdraw, Contractor shall carry out the work in accordance with Client's instruction, with the risk being borne by Client. Contractor may not carry out the work in accordance with Client's instructions if this would lead to the violation of a legislative act or an order of the authorities, or if it would pose a danger to safety of life or property.

IV.6. Contractor expressly declares that it possesses the professional and material resources necessary for the performance of the contract and will possess them during the full contract period. Contractor is obliged to provide experts during the implementation of the contract, whose professional experience will be equally performed in the four countries that participate in the programme

IV.7. Contractor shall inform Client in written form and without delay about any circumstance threatening or preventing the successful and timely performance of the contract. Contractor shall be liable for any damages caused by failure to provide such information.

IV.8. Contractor declares that no grounds for exclusion that would exclude it from the performance of the contract pursuant to any legislative instrument apply in its regard.

IV.9. Contractor shall be responsible for observing the legislative instruments, norms imposed by authorities and other rules that are in force with regard to its activities.

IV.10. If Contractor fails to discharge its contractual obligations by the deadline, fails to discharge them altogether or discharges them unsatisfactorily, it shall reimburse the damage caused to Client in addition to paying the liquidated damages defined in the present contract.

IV.11. Subcontractors and experts who participated in the certification of suitability in the course of the public procurement procedure shall be obliged to participate in the performance of the contract by Contractor. During performance, Contractor shall announce to Client the use of any subcontractor that was not listed in the tender - including when used as a replacement for a previously announced subcontractor. When making such announcements, Contractor shall also declare that no grounds for exclusion defined in the public procurement procedure apply to the subcontractor in question. Subcontractors and experts (hereinafter in this paragraph: 'subcontractors') that participated in the verification of suitability of Contractor in the course of the public procurement procedure may only be replaced by other subcontractors with the approval of Client, if the contract or part of the contract cannot be fulfilled with the original subcontractor due to an important circumstance that arose after the contract was concluded or due to the verifiable defective performance of the original subcontractor, and only if Contractor meets the suitability criteria listed in the public procurement procedure with the new

subcontractor as well.

IV.12. Contractor may only use subcontractors with relevant professional experience (especially experience acquired in the planning and analysis of cross-border / transnational / interregional programmes or projects). Contractor must use a transparent procedure on previously determined conditions for tendering subcontractors, including language skills and working experience. The applied procedure must be documented. The selected experts must be pre-approved by the Client.

IV.13. Contractor shall be responsible for the performance of subcontractor as for its own; it shall be liable for damages with regard to the activities of subcontractors it uses illicitly pursuant to Section 391(3) of the Civil Code - that is to say, if Contractor uses subcontractors illicitly, it shall be responsible for all damages that otherwise would not have arisen. Contractor shall submit the data (name, address, telephone number) of all its subcontractors participating in the performance of the contract.

IV.14. Contractor shall duly enforce the provisions of the present contract and the requirements related to the subject of the contract in contracts with subcontractors; Contractor shall be responsible towards Client for the observance of said provisions by the subcontractors. With regard to other issues, Contractor shall be fully responsible for all activities and actions of its subcontractors towards Client.

IV.15. Contractor declares that in contracts based on the present contract and concluded in order to perform the present contract it will undertake the enforcement of the requirements of Section 130 of the PPA as its own obligation.

IV.16. If Contractor pays the consideration indicated in the contract concluded with its subcontractor or refuses to pay the consideration to a subcontractor indicated in the tender - or a subcontractor replacing such a subcontractor - it shall inform Client without delay.

IV.17. Contractor shall inform Client of any changes in its company data that are relevant for the purposes of the present contract (e.g. company form, name, bank account number) in writing within three working days.

IV.18. Client calls the attention of Contractor to the fact that in all service agreements concluded in direct relation to the realization of the public procurement procedure that gave rise to the present contract, Contractor is obliged to inform its subcontractor or subcontractors of the fact that their contract and related payments fall within the scope of the provisions of Section 36/A of Act XCII of 2003 on the Rules of Taxation.

Client calls the attention of Contractor to the fact that failure to fulfil the above information obligation entails sanctions: pursuant to Section 172(17) of the Act on the Rules of Taxation, the tax subject may be issued a fine up to 20% of the sum of the payment for each affected payment.
Otherwise - if the above referenced legal provisions are amended - the up-to- date legal regulations on taxation shall apply.

IV.19. Contractor declares that it will make information on its ownership structure available to all during the full period of performance of the present contract, and that it will inform Client without delay if

- Contractor directly or indirectly acquires an ownership share in excess of 25% in a company with or without legal personality that does not meet the conditions listed

in Section 56 (1)(k) of the PPA; or

- a company with or without legal personality that does not meet the conditions listed in Section 56 (1)(k) of the PPA directly or indirectly acquires an ownership share in excess of 25% in Contractor.

IV.20. Contractor declares that it will ensure compliance with the conflict of interests rules contained in item VI.3.1 of the call that initiated the procedure throughout the entire contract period.

V. TENDER PRICE AND PAYMENT TERMS

V.1. Contractor may submit an invoice after completing the work specified in the present contract based on fulfilment verification records signed by Client or its representative.

V.2. The Contractor's fee shall be:…… EUR, written out in words:……. EUR + VAT; …… EUR in total.

V.3. The Contractor's fee shall cover all costs (flat rate including fees, travel costs and other costs).

V.4. The Contractor's fee shall be paid to Contractor based on an invoice issued after the performance of the contract by Contractor and the receipt of the pertaining fulfilment verification issued by Client, by bank transfer within 30 days after receiving the invoice, directly to the bank account indicated by Contractor.

V.5. Contractor shall report the performance and related costs to Client through monthly reports.

V.6. Contractor shall not be entitled to an advance payment.

V.7. Contractor shall be entitled to issue partial invoices. The Parties determine the conditions of partial payments – including performance and mile stones - in the Inception Report, that will be approved by the Work group. The first instalment shall not exceed 20% of Contractor's full fee, and it shall be paid after the adoption of the Inception Report. The last partial payment (associated with the Final OP Plan) may not be less than 30% of Contractor's full fee. Payments shall be due after the approval of the delivered documents by the Work group, and the last payment shall be due after the approval of the JOP by the European Commission.

V.8. The Parties accept that the acceptance of performance is conditional on the performance being approved by the Work group.

V.9. Thus, the payment obligation of Client arises after the submission of an invoice made out as described above and duly signed, and an attached certificate of fulfilment (see Annex 3). Invoices may only be submitted for verified performance of contract. If documents verifying the performance are not submitted, Client shall not make a payment until Contractor supplies the missing documents. The person authorised to verify fulfilment on behalf of Client is:……

V.10. In case of problems with an invoice, the deadline for payment shall be calculated from the resolution of the problem. (Invoices that fail to meet formal requirements shall be sent back for correction. Client shall not be liable to pay late payment interest with regard to delays of payment resulting from such events.) In order to observe the above payment order, Client shall only have the right to voice complaints regarding invoices within 10 working days after the receipt of the

invoice. Client shall not be liable for the lack of payment due to the formal deficiency of the invoice (e.g. a failure to indicate Contractor's bank account number on the invoice). In case of payment delays not regulated here, Client shall pay the default interest defined in Section 301/A of the Civil Code.

V.11. Contractor shall issue invoices in two copies, with the following content:

- Addressee: VÁTI Nonprofit Kft. (1016 Budapest, Gellérthegy u. 30-32.)
- The invoices shall contain:
  - Contractor's bank account number, the name of the bank;
  - Contractor's tax number;
  - Number and name of completed items;
  - Denomination as partial invoice or final invoice.

V.12. Pursuant to Section 36/A of the Act on the Rules of Taxation, Client shall only make monthly payments in excess of 200,000 HUF net based on the present contract if Contractor presents, hands over or sends to Client a negative combined tax debt certificate issued no more than 30 days before the actual date of payment or if Contractor is listed in the register of tax subjects with no public debt at the time of the payment.

Client shall withhold payment to the amount of any public debt indicated on the combined tax debt certificate that is presented, handed over or sent to Client. The withholding obligation shall not apply to value-added tax.

V.13. Pursuant to Section 125 (4) of Act CVIII of 2011, Client declares that in the context of the performance of the present contract, Contractor may not reimburse or claim reimbursement on costs that arise in connection with a company that does not meet the conditions listed in Section 56(1)(k) of Act CVIII of 2011 and which can reduce the taxable revenue of Contractor.

VI. CONTACT, NOTIFICATIONS

VI.1. Contact shall be maintained - based on Client's needs - by personal meetings, by telephone and in writing (telefax, postal letter, e-mail). Client and Contractor shall agree on the time and place of personal meetings in advance.

VI.2. The Parties agree that all notifications shall be confirmed in writing and sent to the address of the concerned party. As quick decisions and declarations may be necessary in the course of work, Parties agree that they accept notifications as memos sent by telefax or e-mail (with the exceptions indicated in the present contract).

VI.3. If either party detects a circumstance that makes performance in conformity with the contract impossible or initiates an amendment of the contract, it shall also send a notification in a letter signed by the authorised representative.

VI.4. Contact persons shall communicate via telephone, in writing or in personal meetings.

VI.5. Client and Contractor appoint the following employees for cooperation and communication:

(A) Regarding issues related to the contract:

On behalf of Client:	On behalf of Contractor:
Name:	Name:
Address:	Address:

Tel:	Tel:
Fax:	Fax:
E-mail:	E-mail:

(B) With regard to technical and operative issues:

On behalf of Client:	On behalf of Contractor:
Name:	Name:
Address:	Address:
Tel:	Tel:
Fax:	Fax:
E-mail:	E-mail:

(C) With regard to invoicing issues:

On behalf of Client:	On behalf of Contractor:
Name:	Name:
Address:	Address:
Tel:	Tel:
Fax:	Fax:
E-mail:	E-mail:

VI.6. The Parties shall inform each other without delay about changes of contact person.

VI.7. All notifications and information sent by the contact person of a contracting party shall be considered effective and valid until the party in question announces to the other party in writing that it has changed contact persons.

VI.8. The Parties shall cooperate in preventing or terminating the illicit use of services provided based on the present contract by third parties.

VI.9. Client shall announce problems detected regarding the service without delay as soon as it gains knowledge of them.

VII. RESPONSIBILITY FOR PERFORMANCE, LIQUIDATED DAMAGES FOR DELAYS AND FOR FAILURE TO PERFORM

VII.1. Contractor shall be liable for liquidated damages in case of delayed or defective performance attributable to Contractor, impossibility of performance attributable to Contractor and refusal of performance by Contractor without a legitimate reason.

VII.2. Client may demand liquidated damages even if it suffered no damage.

VII.3. The payment of the liquidated damages for delayed or defective performance attributable to Contractor shall not relieve Contractor of the obligation of performance.

VII.4. Basis and amount of liquidated damages:

- Amount of liquidated damages for delay: 0.5% of net Contractor's fee for each day of delay. Maximum of liquidated damages: 30 days' worth.
- Amount of liquidated damages for defective performance: 0.5% of net Contractor's fee for each day of delay. Maximum of liquidated damages: 30 days' worth with regard to each violation of contract.
  In case of defective performance by Contractor, in addition to the obligation to pay liquidated damages, Contractor shall repair the errors to the satisfaction of Client by the supplementary deadline set when communicating the complaint.
- The liquidated damages for non-performance shall be 30% of the net Contractor's fee.
  Client may demand liquidated damages for non-performance in case of delays of more than 30 days attributable to Contractor.

In case of non-performance, Client may rescind the contract with immediate effect, and may also demand the payment of liquidated damages for non-performance. The rescission shall terminate the contract.

VII.5. Client may enforce demands for liquidated damages by reducing payments on invoices issued by Contractor.

VII.6. If the supplementary deadline expires without effect, Client may withdraw from the contract and claim liquidated damages without proving the lapse of interest.

VII.7. Incomplete performance of contractual obligations, performance of contractual obligations that fails to meet the required quality standards and other breaches of the conditions of the contract or its annexes shall constitute defective performance by Contractor. If the defect can be remedied, Client may seta supplementary deadline, and, if the supplementary deadline expires without result, Client may claim the legal consequences prescribed by the present contract for a grave breach of contract.

VII.8. Reservation of rights: accepting performance that is not in conformity with the contract shall not constitute a relinquishment of demands under the contract. Client reserves the right to enforce verifiable damage claims even if it did not enforce a claim for liquidated damages. Considering Section 316 of the Civil Code, Client reserves the right to enforce demands related to violations of contract even if it accepted performance despite knowing of the violation of contract and failed to immediately communicate its demand.

VIII. TERMINATION OF THE CONTRACT

VIII.1. The parties declare that the contract shall be terminated when both parties have fulfilled their contractual obligations.

VIII.2. Either Party may terminate the present contract with immediate effect by sending a written notice signed by the authorised representative to the other Party if the other Party gravely violates a substantial contractual obligation and (if the violation can be remedied) fails to remedy the violation within the deadline indicated in writing. If partial performances have already been completed with regard to the contract in question, the declaration of rescission shall terminate the contract effective on the date of the last partial performance; otherwise, the contract shall be deemed terminated with retroactive effect on the day of its conclusion. In demands for remedy of breach of contract, the demanding party shall name the delay, error or shortcoming in writing and call the attention of the other party to the possibility of rescission.

The following shall be especially considered grave breaches of contract by Contractor:

- verifiably inadequate professional, technical quality delivered by Contractor;
- failure by Contractor to perform despite being called upon to do so by Client in a notice indicating the relevant deadline;
- Contractor's repeated delay with regard to a contractual (sub)task - in case of a breach of contract that can be remedied, after a supplementary deadline is issued - or repeated defective performance;
- If the liquidated damages payable by Contractor reach the maximum amount;
- failure by Contractor without just cause to meet the obligations laid down in III.1 or refusal of performance of the contract by Contractor;
- insolvency of Contractor, initiation of bankruptcy proceedings by Contractor and/or transferring of rights and obligations arising from the contract or individual orders without Client's written permission;
- illegitimate termination of the performance of contractual obligations by Contractor or verifiable professional inability of Contractor to perform them adequately or at all;

- breach of conflict of interests rules of the call for tender that initiated the procedure by Contractor (item VI.3.1).

VIII.3. Client shall be entitled and obliged to rescind the present contract if Contractor breaches its notification obligation laid down in IV.19 or if the conditions listed therein apply.

VIII.4. In case of rescission pursuant to Point VIII.3, Contractor shall be entitled to the contractual consideration for services rendered before the termination of the contract.

VIII.5. Contractor may rescind the contract if Client refuses to issue documents certifying e fulfilment regarding services that are the subject of the contract without just cause.

VIII.6. Payments in case of extraordinary termination:

If Client exercises the right to withdraw legally, Contractor shall be entitled to the consideration due for the accepted partial performances with the constraint that Client may subtract from the consideration any liquidated damages. If Contractor exercises the right to withdraw legally, Client shall pay to Contractor the consideration due for the accepted partial performances and reimburse Contractor for damages it suffered.

VIII.7. The Parties expressly agree that the termination of the contract does not preclude the enforcement of other sanctions or entitlements associated with the breach of contract. If the contract is terminated, the Parties shall settle accounts with one another.

IX. Confidentiality

IX.1. The Parties agree that Contractor shall handle its tasks, powers and obligations arising from the present Contract as business secrets, with the limitation pursuant to Section 81 of the Civil Code. Both Client and Contractor shall be fully liable for any violation of confidentiality regarding information received within the framework of the performance of the contract that qualifies as a business secret, whether received before or after the contract enters into effect. Neither party shall have the right to communicate or publish other confidential information.

IX.2. The obligation of confidentiality shall also apply to both parties after the contract expires or is terminated for any reason.

IX.3. The legal regulations in force at the time of the conclusion of the contract shall be applied with regard to secrets generated in relation to the contract and other confidential information generated during performance.

IX.4. The above provisions shall not prevent the Parties from using or publishing information in their sole ownership, information that the party to which the information was communicated had already known without any concomitant obligations of confidentiality, information received from another source without an obligation of confidentiality, information that is commonly known, information that the receiving party can publish without breaching the obligation of power of attorney, information the release of which was authorised by the other party in writing and information the publication of which is required by a legal regulation.

IX.5. If publication is required by legislation, the publishing party shall inform the other party in writing in due time before publication, and publication shall be limited to

the part of the information the publication of which is required by the legal regulation.

IX.6. The Parties oblige themselves to ensure that data, information and knowledge acquired during the performance of the contract is handled confidentially, and they shall be responsible for damage caused by failing to do so.

IX.7. Contractor undertakes an obligation to handle information acquired regarding Client during the contract term confidentially both during the contract term and after the termination of the contract.

IX.8. The Parties agree that Client may terminate the contract in writing with immediate effect if the confidentiality provisions are breached. The termination of the contract shall not preclude the use of other sanctions with regard to the breach of confidentiality under civil law or criminal law.

IX.9. Both Client and Contractor shall have full liability regarding data to be handled as classified information pursuant to Act CLV of 2009 received after the entry into effect of the contract.

IX.10. The confidentiality obligation shall apply to both Parties after the expiration of the contract or its termination for any reason throughout the period of classification as a state secret, or, in case of service secrets, for five years; regarding other secrets generated in connection with the contract (e.g. banking secrets) and other confidential information generated in connection with the performance of the contract, the provisions of the laws in effect at the time of the conclusion of the contract shall apply.

IX.11. The confidentiality regulations affecting Contractor do not prevent Client from unilaterally complying with publication obligations imposed by law or by the owner's decision.

X. MISCELLANEOUS PROVISIONS

X.1. Contractor shall inform Client without delay about any changes that take place during the duration of the contract and affect the completion of the tasks or the operation of Contractor. If the changes affect the performance of contractual tasks in any way to any extent or cause extra costs, the Parties shall initiate the negotiated amendment of the contract. The Parties are cognizant of the fact that the contract may only be amended if the conditions laid down in Section 132 of Act CVIII of 2011 on Public Procurement apply. Parties agree that such modification of the contract that would change the task determined in it must be approved by the Work team.

X.2. The Parties acknowledge that controls may be carried out by the State Audit Office pursuant to Act LXVI of 2011 on the State Audit Office, by the Government Control Office pursuant to Government Decree 355/2011 (XII. 30.) on the Government Control Office and the Directorate General for Audit of European Funds and the National Development Agency pursuant to Government Decree 210/2011 (VI. 30.) Declarations regarding any amendments to or termination of this contract and liquidated damages shall be made by the Parties via registered mail or other verifiably received letter signed by the authorised representative (in the absence of provisions to the contrary in the present contract, e-mails, telefaxes and telexes shall not be admissible.)

X.3. Place of the performance of the contract: Budapest, Bratislava, Bucharest, Kijev, and Hungary (Szabolcs-Szatmár-Bereg and Borsod-Abaúj-Zemplén counties); Slovakia (Košický and Prešovský counties); Romania (Maramureş, Satu-Mare and

Suceava counties); Ukraine (Zakarpatska, Ivano–Frankivska and Chernivetska counties), with the contract being governed by Hungarian law.

X.4. In case of any legal dispute arising in connection with the contract or its performance, the Parties shall attempt to resolve the dispute by negotiation. Dispute resolutions shall start with negotiations between the contact persons selected by the Parties. If the first negotiation is fruitless, a new negotiation shall be attempted within 48 hours of the failure of the first, in the presence of both Parties and contact persons. Minutes of the negotiations shall be taken. The Parties shall only go to court if the negotiation procedure does not bear fruit. If negotiations are fruitless, the Parties shall mutually subject themselves to the exclusive jurisdiction of the relevant court with territorial competence at the place of Client's seat.

X.5. By signing the contract, Contractor confirms that it has thoroughly examined all details of the present contract and found it to be full, free of contradictions and free of errors. If any questions or comments arise on the part of Contractor during the performance of the contract, it shall request a written statement from Client.

X.6. The present contract was drawn up in four identical original copies duly signed by the Parties, with one copy of which shall be that of Contractor, with three being kept by Client.

Regarding issues not regulated by the present contract, the provisions of the Civil Code, the PPA and - especially with regard to the publicity of the contract - the PPA and Act XXXVIII of 1992 on Public Finances shall apply.

Budapest, ... 2014

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VÁTI Magyar Regionális Fejlesztési és Urbanisztikai Nonprofit Korlátolt Felelősségű Társaság	.....
	.....
Represented by:	Represented by:
Managing Director Client	……. Contractor

Annexes:

- Annex 1 – Call for tender that initiated the procedure and documentation (not physically annexed)
- Annex 2 – Contractor's tender (not physically annexed)
- Annex 3 – Fulfilment verification report

Annex 3

Fulfilment verification report

I hereby certify that in accordance with contract.. (reference number: .....)
..... (name) fulfilled the following task on.....20....:

Name of fulfilled task:

..... (quantity) .....

Date of order (day, month, year)

Net value of order: ..... + VAT..... %, total ..... EUR; written

out in words: ..... EUR.

Based on the above,..... (name) is entitled to issue an invoice with the above amount to Client.

Budapest, ... 20 .....

.....	.....
Contractor / Representative	Person verifying fulfilment

Budapest, ... 20

Financial signatory	Deputy Managing Director responsible for finance