



## TENDER DOCUMENT

FOR

PROCUREMENT OF:

Human-AI Disinformation Extraction and analysis System (HADES)

Request for Proposals with Qualification

Issued on: 28th May 2019

Tender No: 01-2019

Purchaser: GLOBSEC

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## **PART A Instructions to Tenderers**

### **SECTION I General**

#### **1 IDENTIFICATION OF THE PURCHASER**

Name: GLOBSEC  
Registered Seat: Kuzmányho 4031/3, Banská Bystrica, 97401  
Correspondance address: POLUS Tower 2, Vajnorská 100/B, 831 04 Bratislava  
Identification No: 31 780 920  
Tax Identification No: 2020983261

Association registered in the Register of Civic Associations run by the Ministry of Interior of the Slovak Republic, No: VVS/1-900/90-8119

Represented by: Mgr. Milan Solár, vice president and CEO

(hereinafter referred to as the „**Purchaser**“)

Prospective tenderers may obtain further information from the following company providing the Purchaser assistance with the Tender proces:

Business name: Tatra Tender s.r.o.  
Registered Seat: Krčméryho 16, 811 04 Bratislava, Slovenská republika  
Identification No: 44 119 313

Limited Liability Company registered in the Commercial Register of District Court Bratislava I, section: Sro, number: 51980/B

Contact person: JUDr. Tomáš Uríček  
email: tomas.uricek@tatratender.sk  
tel: +421 917 502 395

(hereinafter referred to as the “**Contact person**”)

#### **2 SCOPE OF TENDER**

- 2.1 The Purchaser issues this Tender Document for the procurement of Human-AI Disinformation Extraction and analysis System(HADES).
- 2.2 Further specification of the scope of this Tender is specified in Part B. Supply Requirements and Technical Specification. The Annex B.1 Technical specification may be obtained upon signing the Non Disclosure Agreement pursuant to clause 7 of ITT.

#### **3 SOURCE OF FUNDS**

- 3.1 The Purchaser received financing from an external source (hereinafter referred to as the „**Donor**“) toward the cost of the project, whose part is the development and implementation of the Human-AI Disinformation Extraction and analysis System (HADES) (hereinafter referred to as the “**Project**”). The Purchaser intends to apply a portion of the funds to eligible payments under the contract for which this Tender Document is issued.
- 3.2 Payments by the Donor will be made only at the request of the Purchaser and upon approval by the Donor in accordance with the terms and conditions of the financing agreement between the

Purchaser and the Donor (hereinafter referred to as the “**Assistance Award**”), and will be subject in all respects to the terms and conditions of that Assistance Award. No party other than the Purchaser shall derive any rights from the Assistance Award or have any claim to the funds from the Donor.

- 3.3 Based on the Assistance Award the Purchaser has secured limited funding for the part of the Project “Human-AI Disinformation Extraction and analysis System (HADES)” in the maximal amount indicated in the Annex B.1 Technical Specification. Due to limit of funds allocated for the implementation of the entire Project and the Contract, the Purchaser reserves the right to cancel this Tendering procedure if the price offer of the Tender which will be determined to be the best evaluated and winning Tender in accordance with the evaluation of Award Criteria set out in Part D. Award Criteria (or otherwise determined successful in accordance with procedures of this Tender Document) will be higher than the maximal amount of funds secured for the subject of the Contract indicated in the Annex B.1 Technical Specification.

#### **4 CONTRACT**

- 4.1 As a result of this Tender, the Contract for Work will be concluded pursuant to the provisions of Section 269 (2) with appropriate application of § 536 et seq. of the Act no. 513/1991 Coll. Commercial Code, as amended, between a successful Tenderer and the Purchaser (hereinafter called the “**Contract**”).

- 4.2 The content of the Contract shall be in accordance with the particular terms and conditions as specified in Part E. Contract Terms and Conditions together with other conditions as specified in this Tender Document and in accordance with the Successful Tenderer's bid. The final Contract will be negotiated with the successful Tenderer in accordance with Section VII Contract Negotiations and Contract Award.

#### **5 PROHIBITED PRACTICES AND CONFLICT OF INTERESTS**

- 5.1 The Tenderers and their suppliers, sub-suppliers, contractors, subcontractors, consultants or sub-consultants, shall observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this, the Purchaser:

- a) defines, for the purposes of this provision, Prohibited Practices as one or more of the following:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of Purchaser or another party;
  - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Purchaser or another party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, the Purchaser or another party or the property of the Purchaser or another party to influence improperly the actions of Purchaser or another party;
  - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of Purchaser or another party; and
- b) will reject a Tender if it determines that the Tenderer, supplier, sub-supplier, contractor, sub-contractor, consultant or sub-consultant of the Tenderer has engaged in Prohibited Practices in competing for the Contract.

- 5.2 A Tenderer shall not have a conflict of interest with the Purchaser or any staff member, employee,

officer, agent and/or any of external personnel involved in any procurement decisions, selection, award or administration of a Contract or with other parties involved in this Tender process. All Tenderers found to be in a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with Purchaser or any staff member, employee, officer, agent and/or any of external personnel involved in any procurement decisions, selection, award or administration of a Contract or with other parties involved in this Tender process, if:

- a) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of this tender;
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another Tenderer, or influence the decisions of the Purchaser regarding this tendering process;
- e) a Tenderer participates as a Tenderer or a partner in a Joint Venture, Consortium, or Association (JVCA) in more than one Tender in this Tender process. Participation as a Tenderer or a partner in a JVCA in more than one Tender will result in the disqualification of all Tenders in which it is involved. However, this does not limit the inclusion of the same subcontractor in more than one Tender. For the purpose of this provision, a subcontractor is not deemed to be participating in the Tender process;
- f) a Tenderer, its affiliates or parent organisation has participated in the feasibility or design stages of a project. Such Tenderer, its affiliates or parent organisation shall not be eligible to participate in a tender for Contract, unless it can be demonstrated that such participation would not constitute a conflict of interest. Such determination must be made prior to the submission of a tender; or
- g) a Tenderer participated as a consultant in the preparation of Part B. Supply Requirements and Technical Specification that are the subject of the tender.

## **6 ELIGIBLE TENDERERS**

6.1 A Tenderer may be a natural person or a private entity or any combination of such entities in the form of a JVCA .

6.2 In case the Tenderer is a JVCA:

- a) all partners of the JVCA shall be jointly and severally liable;
- b) the JVCA shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the Tender process and, in the event the JVCA is awarded the Contract, during Contract execution; and
- c) the Tenderer shall provide an agreement or a letter of intent to form a JVCA, indicating at least the parts of the Supply Requirements to be executed by the respective partners of the JVCA partners and their joint and several liability;

6.3 Tenderers shall provide in the Tender an excerpt from commercial or similar trade or business register, proving the incorporation or registration of the Tenderer (in case of JVCA, excerpt from commercial or similar trade or business register, proving the incorporation or registration of each partner) and any evidence of their eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

## **SECTION II Content of Tender Document**

### **7 ACCESS TO TECHNICAL SPECIFICATION**

- 7.1 Since the Annex B.1 Technical Specification is subject to protection under Slovak law to the extent described in Section 17 of Act no. 513/1991 Coll. The Commercial Code, as amended, the Annex B.1 Technical Specification will be made available to prospective Tenderers only after signing and submitting a Non-Disclosure Agreement (NDA) in accordance with the procedure below:
- a) The NDA is attached to this Tender Document as the Annex A.1 – Non-Disclosure Agreement. Prospective Tenderer shall sign the NDA with no alteration to its text except completing the Tenderer’s identification data and Tenderer’s contact for receipt of the Technical Specification. The Tenderer shall then deliver the NDA in line with the following:
    - (i) The Tenderer shall duly sign the NDA similarly to as indicated in clause 18.2 of the Instruction to Tenderers (ITT) and deliver it in two (2) written copies together with the authorization to sign the NDA (as required by clause 18.2 of ITT) to following address:

Attention: Richard Kuchta  
Purchaser’s name: **GLOBSEC**  
Street Address: POLUS Tower 2, Vajnorská 100/B,  
City: Bratislava  
Postal Code: 831 04  
Country: Slovakia;

and

(ii) The Tenderer shall deliver an electronic version (scan) of the NDA to the email address of the Contact Person for this Tender procedure: [tomas.uricek@tatratender.sk](mailto:tomas.uricek@tatratender.sk).
    - b) Upon receipt of a scan of the NDA pursuant to clause 7.1a)(ii), the Purchaser shall immediately send the Tenderer an electronic version of the Annex B.1 Technical Specification to the contact email address of the Tenderer indicated in the NDA and upon receipt of the NDA in paper form duly signed pursuant to clause 7.1a)(i) the Purchaser will send back to the Tenderer one copy of the NDA signed by the Purchaser to the address of the Tenderer indicated in the NDA.

## 8 INTERPRETATION OF TENDER DOCUMENT

- 8.1 The Tender Document consist of all parts present in the Table of Contents at the beginning of this Tender Document including all annexes to this Tender Document, and should be read in conjunction with any addenda issued in accordance with clause 10 of the ITT.
- 8.2 The Tenderer shall obtain the Tender Document from the official website of the Purchaser <https://www.globsec.org/> and the Annex B.1 Technical Specification upon the Tenderer’s request pursuant to clause 7 of the ITT; otherwise the Purchaser is not responsible for the completeness of the Tender Document.
- 8.3 The Tenderer shall in the NDA or otherwise appoint the Contact person, including contact email address, for communication and for receiving clarifications of Tender Document and addendas and changes to the Tender Document. The Purchaser keeps a record of all prospective tenderers and their Contact persons for communication. If a Tenderer fails to inform the Purchaser about his Contact person for communication, the Purchaser bears no responsibility for not having informed the Tenderer about any clarifications, amendments or changes in Tender Documents. The Purchaser’s obligation to publish any clarifications, amendments and changes to Tender Documents according to clause 9.3b) and 10.2b) of ITT is not affected by this provision.
- 8.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the tender.

## **9 CLARIFICATION OF TENDER DOCUMENT**

- 9.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Contact person in writing by an email delivered to email address of the contact person indicated in clause 1 of ITT.
- 9.2 Any request for clarification will be answered as soon as possible, but not later than six (6) days prior the deadline for submission of tenders, provided the request will be received sufficiently in advance.
- 9.3 The Purchaser's response shall be in writing and include a description of the inquiry but without identifying its source and:
- a) shall be delivered by email to the applicant and all Tenderers who have appointed the contact person in accordance with clause 8.3 of ITT; and
  - b) shall be made available public the same manner as the Tender Document; if the Purchaser's response should have the nature of an information protected under the Section 17 of Act no. 513/1991 Coll. The Commercial Code similarly to the Annex B.1 Technical Specification, the response shall be delivered only to those Tenderers who have signed and provided the NDA in accordance with clause 7 of ITT. Should any prospective Tenderer requests the Technical Specification after any clarification related to Technical Specification has been made, the Technical Specification shall be sent to a Tenderer together with all clarifications related to Technical specification issued to that moment.
- 9.4 Should the Purchaser deem it necessary to amend the Tender Document as a result of a request for clarification, it shall do so following the procedure under clause 10 and 20.4 of ITT.

## **10 AMENDMENT OF TENDER DOCUMENT**

- 10.1 At any time prior to the deadline for submission of tenders, the Purchaser may amend the Tender Document by issuing addenda.
- 10.2 Any addendum issued shall be part of the Tender Document and shall be:
- a) communicated in writing by an email to all who have informed the Purchaser about the contact person in accordance with clause 8.3 of ITT; and
  - b) shall be made available publicly in the same manner as the Tender Document.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Purchaser may, at its discretion, extend the deadline for the submission of tenders, pursuant to clause 20.4 of ITT.

## **SECTION III Preparation of Tenders**

### **11 COST OF TENDERING**

- 11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **12 LANGUAGE OF THE TENDER**

- 12.1 The Tender, as well as all correspondence and documents relating to the tender and communication exchanged by the Tenderer and the Purchaser, shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant

passages in the English language, in which case, for purposes of interpretation of the Tender, translation into the English language shall govern.

### **13 DOCUMENTS COMPRISING THE TENDER**

13.1 Tenders shall be submitted by the Tenderer in such a way as to contain a separate and closed part of the Tender bearing the mark "First stage – Qualification and Technical Evaluation" and a separate and closed part concerning the price proposal, marked "Second stage – Price Proposal". For further instruction for submission, sealing and marking of Tenders please refer to clause 19 of ITT.

13.2 The Tender envelope marked "First stage - Qualification and Technical Evaluation" shall comprise the following:

- a) Letter of Tender as provided in Part F. Tender Forms; This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested;
- b) Attachment to Letter of Tender - Affidavit as provided in Part F. Tender Forms; This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested;
- c) Excerpt from commercial or similar trade or business register, proving the incorporation or registration of the Tenderer (in case of JVCA, excerpt from commercial or similar trade or business register, proving the incorporation or registration of each partner);
- d) Tenderer Information Sheet as provided in Part F. Tender Forms;
- e) written confirmation authorising the signatory of the Tender to commit the Tenderer, in accordance with 18.2 of ITT;
- f) in the case of a tender submitted by a JVCA, a JVCA agreement or a letter of intent to form a JVCA, indicating at least the parts of the Supply Requirements and Technical Specification to be executed by the respective partners and their joint and several liability; and
- g) documentary evidence establishing the Tenderer's qualifications in accordance with the requirements of Part C. Qualification Criteria, using the following forms furnished in Part F. Tender Forms:
  - (i) Reference Projects Form;
  - (ii) Technical Eligibility Form;
  - (iii) Key Experts Form;
  - (iv) Curriculum Vitae for each Expert using the CV Form;
- h) Technical Proposal and the documentary evidence of the supplies conformity to the Tender Document that may be in the form of literature, drawings and data, and shall consist of:
  - (i) a detailed "Project Description" that shall consist of the essential technical and performance characteristics of the goods and services supplied, including all sub-parts of the Project Description as specified in the Part B. Supply Requirements and Technical Specification; and
  - (ii) Technical Solution and Technology Form furnished in Part F. Tender Forms.

13.3 The Tender envelope marked "Second stage – Price Proposal" shall comprise the following:

- a) completed Price Schedule as provided in Part F. Tender Forms;
- b) written confirmation authorising the signatory of the Tender to commit the Tenderer, in

accordance with 18.2 of ITT unless the Second Stage Tender is signed by the same person as the First Stage Tender provided that the authorization has been provided in the First Stage envelope.

- 13.4 For purposes of the commentary and technical description to be furnished pursuant to paragraph 13.2h) above, the Tenderer shall note that, unless the Supply Requirements specifically provide otherwise, standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in the Supply Requirements, are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Supply Requirements.
- 13.5 Tenderer shall also provide an electronic copy of each part of its Tender in accordance with clause 18.1 of ITT.
- 13.6 As the information on the Key Experts and other persons that may be concerned may have the character of a personal data protected under the Act no. 18/2018 Coll. of Slovak republic on the Protection of Personal Data and on Amendments to Certain Acts, as amended (hereinafter referred to as the „**Personal Data Protection Act**“), the Tenderer is responsible, and by submitting its Tender confirms the following:
- a) the Tenderer received all necessary consents to process personal data from each of the Key Experts and from other persons that may be concerned for the purpose of submitting its Tender in the extent required under the Personal Data Protection Act; and
  - b) the Tenderer instructed the Key Experts and other persons concerned about the manner and extent of processing their personal data for the purpose of submitting the Tenderer's Tender.
- 13.7 At the same time, by submitting its Tender, the Tenderer confirms that all persons concerned have given the Tenderer their consent to process their personal data for the declared purpose and have given the Tenderer their consent to provide their personal data to both the Purchaser and company Tatra Tender s.r.o, which conducts this Tendering process and perform certain activities related to the implementation of this Tendering process.

## **14 ALTERATION TO THE TECHNICAL SPECIFICATION**

- 14.1 Alternative proposals shall not be considered, except the proposals for alternative technical solutions and system implementation as explicitly permitted in Part B. Supply Requirements and Technical Specification. The method for evaluation of these alterations is as described in Part B. Supply Requirements and Technical Specification and in Part D. Award Criteria.

## **15 TENDER PRICES AND CURRENCY**

- 15.1 Prices (and total price) quoted by the Tenderer shall be fixed. The Tenderer shall quote prices as required in Price Schedule included in Part F. Tender Forms. The Tenderer shall indicate on the Price Schedule the total Tender price and its breakdown into the categories outlined in the Price Schedule.
- 15.2 The price shall be inclusive of all taxes, duties, levies and charges payable in the Purchaser's country, but exclusive of VAT, which will be payable in the Purchaser's country if the Contract is awarded.
- 15.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless the Contract provides otherwise. A tender submitted with an adjustable price quotation which is not consistent with this paragraph will be rejected by the Purchaser as non-responsive pursuant to clause 25 of ITT.
- 15.4 The currency of the tender and all payments made by the Purchaser shall be in [euro (EUR)]. VAT

will always be applied in accordance with law applicable at the time of billing. Any details will be set out in the Contract.

- 15.5 Activities and items described in the Technical Proposal and Supply Requirements, shall be assumed to be included in the prices of other activities or items, and no corrections shall be made to the Price Schedule of the Tenderer.

## **16 PERIOD OF VALIDITY OF TENDERS**

- 16.1 Tenders shall remain valid until 30.9.2019. A tender denoted to be valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser may request Tenderers to extend the period of validity of their tenders. The request and the responses shall be made in writing.

## **17 TENDER SECURITY**

- 17.1 The Purchaser does not require a tender security.

## **18 FORMAT AND SIGNING OF TENDER**

- 18.1 The Tenderer shall prepare one original set of the documents comprising all documents for each envelope comprising the tender as described in clause 13 of ITT. In addition, the Tenderer shall submit in each envelope an electronic copy (scan) of the whole content of the respective part of the tender (envelope) and shall provide such copy on a CD/DVD that shall be embedded in the envelope together with the original documents. In the event of any discrepancy between the original and the electronic copy, the original shall prevail.
- 18.2 The original of the tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer. This authorisation shall consist of a written confirmation of authorisation to sign on behalf of the Tenderer attached to the Tender and shall consist of a power of attorney indicating that the person(s) signing the tender has/have the authority to sign the tender and the tender is thus binding upon the Tenderer.
- 18.3 In the case of Tender submitted by an existing JVCA, the Tender:
- a) shall be signed by all parties stating that all parties shall be jointly and severally liable, and nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JVCA during the Tender process and, in the event the JVCA is awarded the Contract, during Contract execution; or
  - b) shall be signed by the authorised representative of the JVCA and the Tender shall include the Representative's authorisation referred to in 6.2b) of ITT, consisting of a power of attorney signed by those legally authorised to sign on behalf of the JVCA.
- 18.4 The name and position held by each person signing the authorisation must be typed or printed below the signature.
- 18.5 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the tender.

## **SECTION IV Submission and Initial Opening of Tenders**

### **19 SUBMISSION, SEALING AND MARKING OF TENDERS**

- 19.1 Tenderers may always submit their Tenders by mail or by hand.
- 19.2 The Tender shall comprise of two separate envelopes placed into one outer envelope. Every

envelope including the inner envelopes shall be duly sealed and marked as specified below.

19.3 The outer envelope shall:

- a) bear the name and address of the Tenderer;
- b) be addressed to the Purchaser at the following address: POLUS Tower 2, Vajnorská 100/B, 831 04 Bratislava, Slovakia;
- c) bear the specific identification of this Tendering process: Human-AI Disinformation Extraction and analysis System (HADES);
- d) bear a warning "Do not open before the time and date for Tender opening".

19.4 The first inner envelope shall:

- a) bear the name and address of the Tenderer;
- b) bear the mark "First stage - Qualification and Technical Evaluation"; and
- c) shall comprise all documents in accordance with clause 13.2 of ITT and an electronic copy of its content in accordance with clause 18.1 of ITT.

19.5 The second inner envelope shall:

- a) bear the name and address of the Tenderer;
- b) bear the mark "Second Stage – Price Proposal"; and
- c) shall comprise all documents in accordance with clause 13.3 of ITT and an electronic copy of its content in accordance with clause 18.1 of ITT.

19.6 If any envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.

## **20 ADDRESS AND DEADLINE FOR SUBMISSION OF TENDERS**

20.1 Tenders must be received by the Purchaser at the address and no later than the date and time indicated below.

20.2 For tender submission purposes, the Purchaser 's address is:

Attention: Richard Kuchta  
Purchaser's name: **GLOBSEC**  
Street Address: POLUS Tower 2, Vajnorská 100/B,  
City: Bratislava  
Postal Code: 831 04  
Country: Slovakia

20.3 The deadline for tender submission is: **15.07.2019, 13:00 (CET)**.

20.4 The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with clause 10 of ITT, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

20.5 The Purchaser shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by the Purchaser after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

## **21 WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF TENDERS**

- 21.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation in accordance with clause 18.2 of ITT. The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- a) prepared and submitted in accordance with clause 18 and 19 of ITT and in addition, the respective envelopes shall be clearly marked “Withdrawal”, “Substitution” or “Modification”; and
  - b) received by the Purchaser prior to the deadline for submission of Tenders and to the address of the Purchaser in accordance with clause 20 of ITT.

21.2 Tenders requested to be withdrawn in accordance with clause 21.1 of ITT shall be returned unopened to the Tenderers.

21.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity (as may be extended).

## **22 FIRST STAGE TENDER OPENING - OUTER ENVELOPES AND FIRST STAGE (QUALIFICATION AND TECHNICAL EVALUATION)**

22.1 The Purchaser shall conduct the First Stage Tender opening in public, in the presence of Tenderers` designated representatives.

22.2 The First Stage Tender opening shall take place at:

Organization: **GLOBSEC**  
Street Address: POLUS Tower 2, Vajnorská 100/B,  
City: Bratislava  
Postal Code: 831 04  
Country: Slovakia

22.3 The date for First Stage Tender opening shall be the same as the deadline for tender submission specified under clause 20.3 of ITT. The time should also be the same as specified under clause 20.3 of ITT or immediately thereafter.

22.4 First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer by mail (not at the opening session). No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at Tender opening. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer by mail (not at the opening session). No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out at Tender opening. Envelopes marked “Modification” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at Tender opening. Only Tenders that are opened and read out at Tender opening shall be considered further.

22.5 At the First Stage Tender opening, only the outer envelopes and first envelopes bearing the mark "First Stage - Qualification and Technical Evaluation" shall be opened and the second inner envelope marked as “Second Stage – Price Proposal” shall remain closed and sealed for the Second Stage opening. At the FirstStage Tender opening only the following shall be read out, or otherwise communicated:

- a) the name and the country of the Tenderer or, in case of a JVCA, the name of the JVCA, the name of the lead member and the names and the countries of all members;

- b) the presence or absence of a duly sealed second envelope bearing the mark "Second Stage – Price Proposal";
  - c) any modifications to the Tender submitted prior to proposal submission deadline; and
  - d) any other information deemed appropriate by the Purchaser.
- 22.6 The Purchaser shall prepare a record of the First Stage Tender opening that shall include, as a minimum, the number of representatives and the name of each Tenderer whose representative attended the First Stage Tender opening, and other information as listed in clause 22.5 of ITT above. A copy of the record shall be distributed to all Tenderers who submitted tenders in time, to an email address of their contact person for communication and correspondence indicated in the Tender.

## **SECTION V Examination of Tenders**

### **23 CONFIDENTIALITY**

- 23.1 Information relating to the evaluation of Tenders at any stage of the Tendering process shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers.
- 23.2 Any attempt by a Tenderer to influence improperly the Purchaser in the evaluation of the Tenders or Contract award decisions at any stage of the Tendering process may result in the rejection of its Tender.
- 23.3 Notwithstanding clause 23.1 or 23.2 of ITT above, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Purchaser on any matter related to the Tendering process, it should do so in writing by an email delivered to Contact person of the Purchaser indicated in clause 1 of ITT.

### **24 CLARIFICATION OF TENDERS**

- 24.1 To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Purchaser may, at its discretion, at any stage of the Tendering process, ask any Tenderer for a clarification of its Tender or any of its part, allowing a reasonable time for response, not less than three (3) business days upon receipt of such request. Any clarification submitted by a Tenderer that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing communicated by an email between the Contact person of the Purchaser and contact person(s) of the Tenderer. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the examination or evaluation of the Tenders, in accordance with clause 27 of ITT.
- 24.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Purchaser's request for clarification, its Tender may be rejected.

### **25 DETERMINATION OF RESPONSIVENESS**

- 25.1 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in clause 13 of ITT.
- 25.2 A substantially responsive Tender is one that meets the requirements of the Tender Document without material deviation, reservation, or omission as defined as follows:
- a) "Deviation" is a departure from the requirements specified in the Tender Document;
  - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and

- c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
- 25.3 A material Deviation, Reservation, or Omission is one that
- a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the tool as specified on Part B. Supply Requirements and Technical Specification; or
    - (ii) limit in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Tenderer's obligations under the Contract Terms and Conditions; or
  - b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 25.4 The Purchaser shall examine all aspects of the Tender (applicable to any and all of its examined parts depending on the Tendering stage) in particular, to confirm that all requirements of Tender Document have been met without any material Deviation, Reservation, or Omission.
- 25.5 If a Tender is not substantially responsive to the requirements of the Tender Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material Deviation, Reservation, or Omission.

## **26 NONMATERIAL NONCONFORMITIES**

- 26.1 Provided that a Tender is substantially responsive, the Purchaser may waive any quantifiable nonconformity in the Tender that does not constitute a material Deviation, Reservation or Omission.
- 26.2 Provided that a Tender is substantially responsive, the Purchaser may request the Tenderer to submit any necessary missing information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender. Requested information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender, unless concerning the correction of arithmetical errors pursuant to clause 27 of ITT below. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

## **27 CORRECTION OF ARITHMETICAL ERRORS**

- 27.1 Whenever an arithmetical error in any part of a Tenderer's Tender occurs, the Purchaser shall correct arithmetical errors as indicated below:
- a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the total price or other quantifiable unit other than price, the former shall prevail and the latter will be corrected accordingly;
  - b) if there is a discrepancy between the unit price and the total price or other quantifiable unit amount other than price and its total amount that is obtained by multiplying the unit price or other unit amount, the unit price/amount shall prevail and the total price/amount shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price/amount, in which case the total price/amount as quoted shall govern and the unit price/amount shall be corrected;
  - c) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to a) and b) above.

- 27.2 If a Tenderer does not accept the correction of errors, its Tender shall be declared non-responsive and rejected.

## **SECTION VI Qualification of Tenderers, Technical Proposal Evaluation, Second Stage Tender Opening, and Price Evaluation**

### **28 FIRST STAGE EVALUATION – QUALIFICATION OF TENDERERS AND TECHNICAL EVALUATION**

- 28.1 Upon opening of Tenders the Purchaser will firstly conduct the Tenderers qualification evaluation solely on the basis of the documents and information submitted in the first envelope of the Tender “First Stage – Qualification and Technical Evaluation” and any clarifications or corrections sought and received by the Purchaser in accordance with clause 24 or 27 of ITT.
- 28.2 The Purchaser’s evaluation committee shall firstly determine a Tender’s responsiveness in accordance with clause 25 of ITT. The evaluation committee shall then evaluate the qualification of Tenderers applying the qualification criteria and point system specified in the Part C. Qualification Criteria.
- 28.3 Each Tenderer with a responsive Tender will be given a qualification score. A Tender shall be rejected at this stage if it does not respond to important aspects of the Tender Document and will be considered unresponsive or if a Tenderer fails to achieve the minimum qualification score or minimum qualification requirements as indicated in the Part C. Qualification Criteria.
- 28.4 An affirmative determination of a Tenderer’s qualification shall be a prerequisite for evaluation of its Technical Proposal and for an invitation to the Second Stage of the Tendering process and the Second Stage Tender opening. A negative determination shall result in disqualification of the Tenderer. All Second parts of Tenders “Second Stage – Price Proposal” of disqualified Tenderers shall remain unopened and shall be returned to Tenderers after the Contract negotiations are successfully concluded and the Contract is signed.
- 28.5 After the evaluation of Tenderer’s qualification the Purchaser
- a) shall notify those Tenderers whose Tenders were considered nonresponsive to the Tender Document and those Tenderers who fail to achieve the minimum qualification score or minimum qualification requirements as indicated in the Part C. Qualification Criteria that are disqualified with a reason of their disqualification and that their Second parts of Tenders “Second Stage – Price Proposal” will be returned unopened after completing the selection process and Contract signing; and
  - b) shall proceed to evaluation of Technical Proposals of each successfully qualified Tenderer pursuant to clause 29 of ITT.
- 28.6 Tenderers who have been notified that their Tenders are considered non-responsive or that have not met the minimal qualification score or minimal qualification requirements, may request in writing to the Purchaser a debriefing seeking further explanations of the grounds on which their Tenders were considered non-responsive or their qualification score or qualification requirements were considered not meeting the minimum standards required. The Purchaser shall promptly respond in writing to any unsuccessful Tenderer who requests a debriefing.

### **29 EVALUATION OF TECHNICAL PROPOSALS**

- 29.1 The Purchaser’s evaluation committee shall evaluate the Technical Proposals of all successfully qualified Tenderers on the basis of their responsiveness to the requirements of Part B. Supply Requirements and Technical Specification and other requirements on the content of Technical Proposal, applying the evaluation criteria and point system specified in the Part D. Award Criteria, applicable to Technical Proposal evaluation.

- 29.2 Each responsive Technical Proposal will be given a technical score. A Technical Proposal shall be rejected at this stage if it does not respond to important aspects of Part B. Supply Requirements and Technical Specification and other requirements of Tender Document on the content of Technical Proposal.
- 29.3 After the evaluation of Tenderer's Technical Proposal the Purchaser:
- a) shall notify those Tenderers whose Technical Proposals were considered nonresponsive to important aspects of Part B. Supply Requirements and Technical Specification and other requirements of Tender Document on the content of Technical Proposal that are disqualified with a reason of their disqualification and that their Second parts of Tenders "Second Stage – Price Proposal" will be returned unopened after completing the selection process and Contract signing; and
  - b) shall simultaneously notify each successfully qualified Tenderer, whose Technical Proposal was considered as substantially responsive to this Tender Document, in writing by an email, that it was qualified, its Technical Proposal was considered substantially responsive to this Tender Document, and send the Tenderer and invitation for the Second Stage Tender opening including the date, time and location for the Second Stage Tender opening. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening.

### **30 SECOND STAGE TENDER OPENING – PRICE PROPOSAL**

- 30.1 The Purchaser shall conduct the Second Stage Tender opening in public, in the presence of Tenderers' designated representatives.
- 30.2 The place and the date and time of the Second Stage Tender opening shall be announced to all qualified Tenderers with an invitation sent to Tenderers by an email to their Contact person(s) designated for communication pursuant to clause 29.3b) of ITT.
- 30.3 At the Second Stage Tender opening, the second inner envelopes bearing the mark "Second Stage – Price Proposal" shall be opened. At the Second Stage Tender opening, the following for each Tender shall read aloud and recorded:
- a) total price as proposed in the Price Schedule; and
  - b) any other information deemed appropriate by the Purchaser.
- 30.4 The Purchaser shall prepare a record of the Second Stage Tender opening that shall include, as a minimum: number of representatives and the name of each Tenderer whose representative attended the Second Stage Tender opening, and other information as listed in clause 30.3 of ITT above. A copy of the record shall be distributed to all Tenderers whose Second Stage Tenders were opened, to an email address of its Contact person indicated in the Tender for communication and correspondence.

### **31 SECOND STAGE TENDER EVALUATION - PRICE PROPOSAL AND FINAL SCORE DETERMINATION**

- 31.1 Section V Examination of Tenders of this Tender Document applies to Second Stage Tender evaluation accordingly.
- 31.2 Upon opening of Second Stage Tenders the Purchaser will conduct the evaluation solely on the basis of the documents and information submitted in the second envelope of the Tender "Second Stage – Price Proposal" and any clarifications or corrections sought and received by the Purchaser in accordance with clause 24 or 27 of ITT.
- 31.3 The Purchaser's evaluation committee shall firstly determine a Tender's responsiveness in accordance with clause 25 of ITT. The evaluation committee shall then evaluate the Tender using

- the criteria and methodologies indicated in Part D. Award Criteria. No other award criteria or methodologies shall be permitted.
- 31.4 The total score of the Tender shall be calculated by weighting the technical and financial scores and adding them total score as per the formula and instructions in Part D. Award Criteria.
- 31.5 The Tenderer achieving the highest combined technical and financial score will be invited for negotiations of the Contract. Those Tenders whose price proposal will exceed the amount of secured funds for the Project as indicated in clause 3.3 of this Tender Document shall be rejected.
- 31.6 Prior to Contract negotiations and the Contract Award, the Purchaser:
- a) shall notify all Tenderers whose Second Stage Tenders were considered nonresponsive to the Tender Document; and
  - b) shall notify all unsuccessful Tenderers, whose Second Stage Tenders were not disqualified as nonresponsive to the Tender Document, of the results of the Tenderers selection process, identifying the following information:
    - (i) name of each Tenderer and combined technical and financial scores of all Tenderers whose Second Stage Tenders were opened and not disqualified;
    - (ii) prices of financial proposals as read out at the Second Stage Tender opening; and
    - (iii) name of the winning Tenderer and the evaluated Contract price.
- 31.7 Tenderers whose Tenders were considered nonresponsive to the Tender Document and those Tenderers whose Tenders were unsuccessful may request in writing to the Purchaser for a debriefing seeking further explanations of the grounds on which their Tenders were considered non-responsive or have been unsuccessful. The Purchaser shall promptly respond in writing to any unsuccessful Tenderer who requests a debriefing.

## **SECTION VII Contract Negotiations and Contract Award**

### **32 NEGOTIATIONS**

- 32.1 Prior to the expiration of the period of Tender validity, the Purchaser shall notify the successful Tenderer, in writing (by an email) that its Tender has been successful and the Tenderer shall be invited to negotiate the Contract. The negotiations will be held at the date and address indicated in the invitation with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer.
- 32.2 The invited Tenderer shall confirm the availability of all Key Experts included in the First Stage part of the Tender concerning the Tenderer's qualification, as a pre-requisite to the negotiations. Failure to confirm the Key Experts' availability may result in the rejection of the Tenderer's Tender and the Purchaser proceeding to negotiate the Contract with the next-ranked Tenderer.
- 32.3 The negotiations may include discussions of the the proposed methodology, the Purchaser's inputs, the special conditions of the Contract or other condition of Contract as may be indicated for negotiations in Part E. Contract Terms and Conditions, and finalizing of the Contract. These discussions shall not alter the original scope of services under the Tender Document and/or the Tenderer's Tender or the substantial terms of the Contract as specified in Part E. Contract Terms and Conditions, and nor the quality of the final product, its price, or the relevance of the initial evaluation shall be affected.
- 32.4 The negotiations may further include the clarification of the Tenderer's tax liability in the Purchaser's country and how it should be reflected in the Contract. Such negotiations cannot affect the price schedules as submitted in the Tenderer's Tender and the total sum payable for the Contract shall not be negotiated.
- 32.5 The Tenderer shall furnish the Purchaser with details of the bank account(s) that the Tenderer

proposes to use for the purpose of receiving payments due under the Contract.

- 32.6 The Purchaser shall prepare minutes of negotiations that are signed by the Purchaser and the Tenderer's authorized representative(s).

### **33 CONCLUSION OF NEGOTIATIONS**

- 33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Purchaser and the Tenderer's authorized representative.

- 33.2 If the negotiations fail, the Purchaser shall inform the Tenderer in writing of all pending issues and disagreements and provide a final opportunity to the Tenderer to respond. If disagreement persists, the Purchaser shall terminate the negotiations informing the Tenderer of the reasons for doing so. After having obtained the Donor's instruction and no objection, the Purchaser:

- a) will invite the next-ranked Tenderer to negotiate the Contract; or
- b) the Purchaser will cancel the Tendering procedure.

Once the Purchaser commences negotiations with the next-ranked Tenderer the Purchaser shall not reopen the earlier negotiations.

- 33.3 After completing the negotiations the Purchaser may request the Donor's no-objection to the negotiated draft Contract prior the Contract will be considered final. If the Donor will have any comments or will deem necessary to make any corrections to the Contract, the Purchaser and the Tenderer shall reopen the negotiations and shall incorporate any and all the Donor's comments and corrections to the Contract.

### **34 AWARD OF THE CONTRACT**

- 34.1 Once the Purchaser has received the Donor's no-objection to the negotiated draft Contract (if applicable), the Purchaser shall award the Contract to the successful Tenderer, provided further that the Tenderer persist to be qualified to perform the Contract satisfactorily. The Purchaser shall sign and send the successful Tenderer the signed Contract.

- 34.2 Within 10 calendar days of receipt of the Contract signed by the Purchaser, the successful Tenderer shall sign, date, and return it to the Purchaser.

- 34.3 Failure of the successful Tenderer to furnish the signed Contract or the performance security (if applicable) within the period indicated in clause 34.2 of ITT above shall constitute sufficient grounds for the annulment of the award of the Contract. In that event, the Purchaser may award the Contract to the next ranked Tenderer whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. In that event and if necessary or requested by the next ranked Tenderer, the Contract negotiations may be repeated with the new successful Tenderer.

### **35 REJECTION OF TENDERS AND CANCELATION OF THE TENDER PROCESS**

- 35.1 The purchaser reserves the right to reject any or all tenders without recourse, if there are sound documented reasons. These are, in particular, but not exclusively, any of the following or other conditions:

- a) the lowest evaluated Tender exceeds the the amount of secured funds for the Project implementation as indicated in clause 3.3 of this Tender Document;
- b) Tenders received are not responsive to Tender Document;
- c) there is a lack of competition;
- d) there is an evidence of Prohibited Practices among Tenderers; or

- e) anytime the Donor instructs the Purchaser to cancel the Tender process or anytime the Purchaser loses the funding of the Project.

Annexes to Part A. of the Tender Document

ANNEX A.1 – Non-Disclosure Agreement

## **PART B Supply Requirements and Technical Specification**

### **1 GENERAL INFORMATION**

- 1.1 The main goal is to build an automated system that would geographically map the spreading of online disinformation. The system should implement the following main functionalities and outputs:
- a) constantly updated list of disinformation/information operation sites based on a pre-defined list of criteria;
  - b) live interactive map of (dis)information landscape in 8 countries, portraying links and interconnections between specified information channels and disinformation outlets and the most widespread disinformation narratives;
  - c) an early warning mechanism based on identified sources, trends and narratives, including an alert system for selected recipients.
- 1.2 The system should be built on a modern cloud-based architecture based on microservices and Kubernetes orchestration. The architecture should primarily use open source technology stack with cloud provider's compute instances and storage and optionally mixed with cloud provider's native solutions for data ingestion, processing, machine learning, etc. The system needs to be able to scale with the load. The cost should be based on pay-per-use billing.
- 1.3 The whole specification of the tool and its functionalities is specified in the Annex B.1 – Technical Specification of this Tender Document. The Technical Specification will be made available to any prospective Tenderer upon signing and providing the Non-Disclosure Agreement pursuant to clause 7 of ITT.
- 1.4 Bidders are encouraged to choose the technologies in each of specified categories in order to find the most effective and comprehensive solution for the functionality of the system. Bidders can also include in their proposal other technologies than the ones mentioned in the Technical Specification. However, they must ensure the proposed technological solution fulfils the criteria and obligatory functionalities for each category as specifically described in the Annex B.1 – Technical Specification.

### **2 REQUIREMENT ON THE CONTENT OF THE TECHNICAL PROPOSAL**

- 2.1 The Tenderer shall in accordance with clause 13.2h) of ITT include in its Technical Proposal a detailed "Project Description" that shall consist of the following essential technical and performance characteristics of the Tenderer's Technical Proposal:
- a) Executive summary of the proposal – summary of the main points, proposed technological solution and added value or innovative aspects of the proposal. Maximum length - 2 A4 pages;
  - b) System diagram/schematics – 1 page visual representation of the main components and the design of the proposed solution, depicting data inputs, flows, processing and outputs in a visual format;
  - c) Innovative aspects of the proposal – the bidders should highlight the innovative aspects of their proposals in terms of design, technologies used and processes for technical implementation;
  - d) Scalability - system's adaptability for potential expansion – as described in chapter 4 of Annex B.1 – Technical Specification, the system must be ready for potential expansion to other countries, languages, data sources, etc. The bidder should demonstrate adaptability and scalability of the proposed solution. We expect the solution to be easily applicable and

cost-effective.

- e) GANTT Chart - detailed description of implementation timeline, length of individual phases, milestones and deadlines. The suggested GANTT chart should correspond to the main milestones included in chapter 5 of Annex B.1 – Technical Specification - Requirements for the delivery of the service.
  - f) Risk analysis and Mitigation Strategy – the bidder should identify and analyse potential risks in the development phase and suggest viable and realistic solutions to mitigate the identified risks.
  - g) GDPR and privacy issues – the bidders should describe in detail their approach to ensuring privacy regulation, especially the GDPR and other privacy restrictions related to data collection, storing and processing. Bidders should propose a comprehensive and robust solution ensuring data collection, while respecting the relevant privacy regulations.
- 2.2 In addition to the Project Description pursuant to clause 2.1 above, the Tenderer shall furnish also the “Technical Solution and Technology” description using the Technical Solution and Technology Form furnished in Part F. Tender Forms.
- 2.3 The Technical Solution and Technology Form is composed of horizontal and vertical categories. Vertical categories represent the functionalities described in the technical specification, and horizontal categories define the technological categories. Tenderers are obliged to fill the name of the technology and give an explanation for the whole functionality (i.e. Data Ingestion, Data processing, ...). The text commentary under each category should contain a justification of every technology, explaining the main aspects and advantages of the proposed technology. The description should also cover the benefits and advantages of the proposed technology mix/combination for every functionality, and the added value of their proposal.
- 2.4 The bidders are obliged to describe technological solutions suggested in their Technical Proposal for every functionality characterised in the given category. For every chosen technology the Tenderer is required to write a short explanation of their choice and main aspects of the proposed solution.

Annexes to Part B. of the Tender Document

ANNEX B.1 - Technical Specification

## **PART C Qualification Criteria**

### **1 GENERAL INFORMATION**

- 1.1 Prior to evaluation of technical or financial aspects of each Tender, the Purchaser shall evaluate the Tenderer's technical and personnel eligibility to deliver the tool and its ability to successfully implement the whole project in accordance with this Tender Document.
- 1.2 Technical and Personnel eligibility of each Tenderer will be evaluated on the basis of the developed scoring system as specified below and in the Technical Eligibility – Reference Projects Form and Personell Eligibility – Key Experts Form. The rationale for the points awarding is special in every category. Tenderers shall provide in the Tender the following forms as furnished in Part F. Tender Forms:
- a) Technical Eligibility and Reference Projects Form; the form shall be supplemented by a detailed description of each reference project including contact information to clients/partners, where the Purchaser may varify the reference project parameters, and if available a link to find the outcome of the project online;
  - b) Personell Eligibility and Key Experts Form; the form shall be supplemented by a curriculum vitae of each Key Expert.
- 1.3 Filling the forms the Tenderer shall follow the instructions given below under the clause Instructions how to fill the form. Tenderers must fill the forms with accurate and substantiated information for every category. Shall any information provided by the Tenderer in its Tender be proven to be objectively false, the Tenderer will be disqualified from the Tendering process.
- 1.4 Maximal amount of points for Technical Eligibility is 25 points. Maximal amount of points for Personnel Eligibility is 4 points. The awarding rationale and the explanation of points awarding can be found below in clause Instruction how to fill the form and should be read together with the Technical Eligibility – Reference Projects Form and Personell Eligibility – Key Experts Form. In order to be successful and qualify for Award Criteria evaluation **the Tenderer must obtain at least 50% of the overall score, which means at least 14,5 points out of 29.**

### **2 INSTRUCTIONS HOW TO FILL THE FORMS & SCORING SYSTEM**

- 2.1 For the technical eligibility section, the Tenderer must choose three projects, which reflect best the criteria outlined in the Technical Eligibility – Reference Projects Form.
- 2.2 Filling the Technical Eligibility – Reference Projects Form, the following should be taken into account:
- a) Category: Data Infrastructure:
    - (i) Section: Real value for sizes - fill in the amount of data in the unit defined in the brackets for every project in all measurable values; maximum 3 points. The points will be awarded with the rationale "the higher, the better". The reasoning applies to the table below, where the amount of given points will be based on the size of the concrete category. Just the highest in each category will be taken into account.

Category	Scales			
Size of data in GB	< 1	1 - 100	100 - 1000	more
Data throughput in MB	< 0.1	0.1 - 1	1 - 2	more
Number of users	< 10	10 - 100	100 - 1000	more

<b>Points:</b>	<b>0,25</b>	<b>0,5</b>	<b>0,75</b>	<b>1,0</b>
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- (ii) Section: Multiple Choice for cloud provider: please state which of the pre-defined technologies have you already used in the past projects, if you used other technologies relevant for the project, include other technologies for every chosen project in the row called 'other'; Maximum 2 points. Tenderer will be awarded with one point, if at least one project was based on cloud-architecture.
  - (iii) Section: Multiple choice for storage technologies - please fill the type and name for DB and the same for distributed FS in all projects; Maximum 2 points. One point will be awarded if at least in one project was used DB. The same applies for the FS.
  - (iv) Section: ETL technologies - In ETL technologies fill x if you have processed Batch processing and/or Stream processing in the chosen projects; Maximum 2 points. One point will be awarded for each row, if the type of processing was used at least one per each row.
- b) Category: Machine Learning:
- (i) Section: Multiple choice for machine learning techniques - fill X if you have adopted the technique mentioned in the given row. If you have processed any other relevant technique, write which technique you adopted in the row called 'other'; Maximum 5 points. One point will be awarded for each row, if the type of processing was used at least one per each row.
  - (ii) Section: Multiple choice for the combination of data modalities - fill the combinations to the row of the modality you processed. If you processed any other modality, which is not mentioned, write into the row called 'other'; Maximum 3 points. Tenderer can obtain 3 points in maximum for every column while 1 point is for one combination. The final points for the category will be averaged over projects.
- c) Category: Web UI:
- (i) Section: Yes/No using parts of user interface: please fill x, if you have adopted any of the mentioned functionality in your project(s); Maximum 3 points. One point will be awarded for each row, if the type of processing was used at least one per each row.
  - (ii) Section: Multiple choice for frontend technologies: please fill x, if you have adopted any of the mentioned functionality in your project(s). If you have adopted another frontend technology, fill in the row called 'other'; Maximum 3 points. One point will be awarded for each row, if the type of processing was used at least one per each row.
- d) Category: Other:
- (i) Section: ISO certification or security clearance: fill x for each project in which you used ISO security clearance; Maximum 1 point. If the ISO certification was used at least in one project, 1 point will be awarded.
  - (ii) Section: multiple choice for experience with Eastern European languages + English – write the shortcuts of the languages you have processed in your projects – points will be awarded to the languages used in the HADES Project (See Part B. Supply Requirements and Technical specification and its annexes); Maximum 1 point. For every required language, 0,1 point will be awarded. For any other language will be given 0,1 point maximum in total.

2.3 Filling the Personnel Eligibility – Key Experts Form, if the Tenderer have expert staff on the given position at their disposal, write the Key Expert's name into the cell. The Tenderer shall obtain 1

point per every position covered by the Key Expert – Max 4 points. The Tenderer shall provide the CV of each expert for the given field that shall also include the list and description of reference projects as required below. The Key Experts shall meet the following requirements, otherwise the Tenderer shall not receive a point per the Key Expert position:

- a) DevOps Engineer: Experience with DevOps and/or infrastructure administration in at least 3 projects;
- b) Software Engineer / Data Engineer: Experience with data engineering or data pipelines focused software engineering in at least 3 projects;
- c) ML Engineer / Data Scientist: Experience with developing, modeling and deploying ML algorithms in production in at least 3 projects;
- d) Full Stack Engineer: Experience with developing both, the client and server-side software for user interfaces in at least 3 projects (If the Tenderer does not have available a Full Stack Engineer covering both client and server-side reference experiences, the Tenderer may cover the Key Expert position with two individual Key Experts, where one shall be the Frontend Engineer with experience with developing the client-side software for user interfaces in at least 3 projects and one shall be the Backend Engineer with experience with developing the server-side software and/or backend APIs for user interfaces in at least 3 projects);

## **PART D Award Criteria**

### **1 AWARD CRITERIA**

1.1 Evaluation of the Tenders shall be based on following criteria:

- a) Best Technical Proposal; and
- b) Lowest Price.

1.2 The maximal score for each criterion is as follows:

No.	Criterion	Weight (in points)
1.	Best Technical Proposal	50 points
2.	Lowest Price	50 points
<b>TOTAL</b>		<b>100 points</b>

1.3 The total score for each Tender shall be calculated by weighting the technical and financial scores and adding them as per the formula and instructions below.

### **2 CRITERION NO. 1 - BEST TECHNICAL PROPOSAL**

2.1 Evaluating the Technical Proposal both parts of the Technical Proposal (i) the Project Description and (ii) the Technical Specification and Technology shall be considered and evaluated as follows:

- a) the Project Description shall be evaluated based on the descriptions of each sub-part of the whole Project Description with following rationale:

Sub-part of the Project Description	Maximal possible score (sub-points)
Overall Description of the proposal	None (not evaluated)
System design (table)	4 sub-points
Innovative aspects of the proposal	(not evaluated)
System's adaptability for potential extension	4 sub-points
GANTT Chart with description, how meet the requirements for deadline	4 sub-points
Risk analysis and Mitigation Strategy	4 sub-points
GDPR and privacy issues	4 sub-points
<b>TOTAL</b>	<b>20 sub-points</b>

- b) the Technical Specification and Technology will be evaluated for each category of (i) Performance and (ii) Functionality separately based on the evaluation of mixture of technologies for every functionality (row) as indicated in the Technical Specification and Technology Form. The Technical Specification and Technology thus shall be evaluated with following rationale:

Functionality	Scored category	Maximal possible score
<b>Data ingestion</b>	Performance	4 sub-points

	Functionality	4 sub-points
<b>Data processing</b>	Performance	4 sub-points
	Functionality	4 sub-points
<b>ML Platform</b>	Performance	4 sub-points
	Functionality	4 sub-points
<b>Web</b>	Performance	4 sub-points
	Functionality	4 sub-points
<b>TOTAL</b>		<b>32 sub-points</b>

- 2.2 The sub-points for both technical sub-criteria will be awarded with following the rationale: 1 point – Meeting the requirements, but with deficiencies, 2 points – meeting the requirements, 3 points – exceeding the requirements marginally, 4 points – exceeding the requirements significantly.
- 2.3 If any functionality as required in the Supply Requirements and Technical Specification will not be included in the Tenderer’s Technical Proposal, the Tender shall be disqualified as nonresponsive.
- 2.4 All sub-points given to Tenderers Project Description and Technical Specification and Technology will be summed and final score (in points) for the Criterion No. 1 will be given per the following formula:

$$\text{Technical score (St)} = \frac{\text{Total sum of sub – points of Technical Proposal under consideration}}{\text{Total sum of sub – points of the best evaluated Technical Proposal}} \times 50$$

### 3 CRITERION NO. 2 – LOWEST PRICE

The total price of each Tender shall be compared, and the highest amount of points will be given to the bidder with lowest price proposal, and the least points to the bidder with the highest price proposal, per the following formula:

$$\text{Financial score (Sf)} = \frac{\text{Lowest price among all Tenders}}{\text{Price for the Tender under consideration}} \times 50$$

### 4 TOTAL SCORE

- 4.1 The total score for each Tender shall be calculated and each Tender shall be ranked according to its combined technical (St) and financial (Sf) scores per the following formula:

$$\text{Total score} = \text{Technical score (st)} + \text{Financial score (Sf)}$$

- 4.2 The best evaluated Tender will be considered the Tender with the highest Total score.

## **PART E Contract Terms and Conditions**

### **1 GENERAL INFORMATION**

- 1.1 Attached to this Part E. Contract Terms and Conditions is the Annex E.1 - Contract for Work (template). The Contract is a template that will be subject to negotiations with the successful Tenderer pursuant to SECTION VII of ITT.
- 1.2 The negotiation shall not alter the original scope of services under the Tender Document and/or the Tenderer's Tender or the substantial terms of the Contract and shall not affect the quality of the final product, its price, or the relevance of the initial evaluation of Tenders.

Annexes to Part E. of the Tender Document

ANNEX E.1 – Contract for Work (template)

## **PART F     Tender Forms**

This part consists of the following forms attached to this Tender Document. All forms shall be considered as a part of the Tender Document.

FORM F.1 – Letter of Tender

FORM F.2 – Affidavit

FORM F.3 – Tenderer Information Sheet

FORM F.4 – Reference Projects

FORM F.5 – Technical Eligibility (excel table)

FORM F.6 – Personnel Eligibility – Key Experts

FORM F.7 – Curriculum vitae

FORM F.8 – Price Schedule

FORM F.9 - Technical Solution and Technology (Excel table)