

Invitation to Tender

in the public procurement procedure under Article 98 (2)(c) of Chapter XV of Part Two of Act CXLIII of 2015 on Public Procurement (hereinafter referred to as “PPA”)

in the subject of the “*Service and supply contract for Subscription for EBSCO online databases package*”

1. Name, address, telephone and fax number of the Contracting Authority (central purchasing body):

Name: Library and Information Centre of the Hungarian Academy of Sciences

Registered seat: 1051 Budapest, Arany János u. 1.

Phone: +36-1-411-6325

Fax: +36-1-331-6954

Email: eisz@konyvtar.mta.hu

Contact person: Katalin Urbán

Homepage: <http://konyvtar.mta.hu/>

2. Acting on behalf of the Contracting Authority:

Name: Csendes Consulting Zrt.

Registered seat: 9082 Nyúl, Szabadság utca 43.

Address: 1051 Budapest, József nádor tér 5-6. Floor 3.

Postal address: 1396 Budapest, Pf. 468

Telephone: +36 70-323-5371

Fax: +36 1 700 2293

Email: kozbeszerzes@csendesconsulting.hu

Contact person: Diána Kaffka

Name of the accredited public procurement consultant: Diána Kaffka

Registration number of the accredited public procurement consultant: OO603

3. **Chosen procedure:**

Article 98 (2)(c) of the PPA: for reasons connected with the protection of exclusive rights, the contract may only be concluded with a particular economic operator, provided that no reasonable alternative or substitute exists to satisfy the purchasing need of the contracting authority and the absence of competition is not the result of an artificial narrowing down of the parameters of the procurement.

The circumstances which justify the use of the negotiated procedure:

1. **The absence of competition is not the result of an artificial narrowing down of the parameters of the procurement:**

The Government has called upon the Hungarian Academy of Sciences (hereinafter "HAS") in its Government Decision 1079/2012. (III. 28.) on the tasks related to the financing and operation of the National Program for Electronic Data Supply to cater for the operation of the National Program for Electronic Data Supply (National Program for EDS) with the contribution of the Library and Information Centre of the HAS who functions as a budgetary public body under its control.

2. **No reasonable alternative or substitute exists to satisfy the purchasing need of the contracting authority:**

The American content provider EBSCO is **an aggregator firm and an agent at the same time that holds exclusive licence** granted by major scientific publishers to provide access to electronic databases and journal packages to the member institutions of the Hungarian Electronic Information Service National Programme under favourable conditions and at a consortium discount.

EBSCO host database collection is developed by EBSCO in order to process scientific resources. Databases – EBSCO's own and aggregated as well - are fully searchable on the common platform. By initiating a subject, it is possible to browse, search and download within several online resources at the same time.

EBSCO fulfils an intermediary role between the publishers – having no local representation in Hungary - offering databases tailored to the requirements of specific target groups or specialized in particular areas of academic disciplines and EIS. Due to the increasing number of publishers providing scientific databases, EIS as the head of the national consortium would not be capable of conducting negotiations in a time and cost effective manner. Therefore, intermediary companies are involved for the procurement processes of several databases based on a needs assessment survey of the EIS member institutions. Consequently, the costs of public procurement can be significantly reduced as several contracts may be concluded within a single procedure. EBSCO GmbH provides access to 13 different databases by the authorization of the licence holder publishers to the community of Hungarian researchers in 2017:

1. lot:

ATLA Religion Database with ATLASerials (ATLA/s)

2. lot:

CAB Abstracts

3. lot:

Academic Search Ultimate

Applied Science & Technology Source

Art & Architecture Source

EconLit with Full Text Package Econlit Index

EconLit with Full Text Package Econlit Index With Full Text Package

Legal Source

The Philosopher's Index with Fulltext

4. lot:

MathSciNet

5. lot:

Food Science and Technology Abstracts

6. lot:

Project MUSE Premium Collection

Project MUSE Humanities Collection

Project MUSE Social Sciences Collection

7. lot:

PsycARTICLES

8. lot:

Science Magazine

9. lot:

EmeraldInsight Premier

EmeraldInsight EMAN

3. For reasons connected with the protection of exclusive rights, the contract may only be concluded with a particular economic operator:

Solely the content of these databases cover the scientific and professional requirements of the user institutions. Domestic institutions of tertiary education and research centers may exclusively gain exhaustive and well-grounded information with reference to their research activities and studies from the current databases through articles based on

leading international research. The works included in the current database may not be accessed through any other database, thus the scientific demands of all user institutions may exclusively be met via such database.

In consideration of the above, and that EBSCO GmbH holds exclusive rights as to distribution, Contracting Authority intends to conduct a procedure pursuant to PPA § 98 (2) point c).

4. The manner, deadline, location and financial conditions of the availability of the Public Procurement Documents:

Public Procurement Document: shall mean all documents made by Contracting Authority in order to describe or define the subject or the procedure of the public procurement, or which is referred to for the same, thus specifically, the Invitation to Tender launching the procedure, the Technical Specifications, supplementary information, proposed contractual terms and conditions, templates for documents to be submitted by economic operators.

The Public Procurement Documents shall be made available free of charge.

Contracting Authority shall send the Public Procurement Documents direct, unrestricted and full access free of charge by electronic means, together with the Invitation to Tender to the economic operator invited to tender.

5. Title attributed to the contract by the Contracting Authority:

In case of all the lots: Service and supply contract for online database

6. Subject and quantity of the public procurement:

“Service and supply contract for Subscription for EBSCO online databases package”

1. lot:

ATLA Religion Database with ATLASerials (ATLA/s)

ATLA with ATLASerials is a full text religious database that provides access to 300 journals from 1908 on. It is developed by the American Theological Library Association. All related fields of theology is available in the database of 1,8 items. The bibliographic data include metadata of journals, e-books, dissertations and other online resources.

2. lot:

CAB Abstracts

Produced by the Centre of Agriculture and Biosciences International (CABI), CAB Abstracts is an abstracts information service providing access to agriculture, environment, veterinary sciences, plant sciences, mycology and parasitology, food science, human health and nutrition, indexing for over 10,000 academic journals, books, conference proceedings and reports specially selected by subject experts. Publications from over 116 countries in 50 languages give access to over 9.1 million records with coverage dating back to 1973. The international focus of the content gives access to a wide cross-section of global research. All areas of the world are represented, including developing countries. This database features

comprehensive subject indexing with the CAB Thesaurus–CABI’s controlled vocabulary tool. Content also includes over 232,000 full-text journal articles, reports and conference proceedings.

3. lot:

Academic Search Ultimate

The complementary database for ASC offers an enormous collection of many additional full-text peer-reviewed journals for STEM research, as well as for the social sciences and humanities. The database includes more than 10,000 indexed and abstracted full-text journals, out of which nearly 9,000 are peer-reviewed. The database also offers more than 67,000 academic video from the Associated Press.

Applied Science & Technology Source

The database offers a diverse array of full-text and indexed content covering the full spectrum of the applied sciences and computing disciplines — from acoustics to aeronautics, neural networks to nuclear engineering. The database includes more than 870 active full-text journals and magazines, out of which 710 are active full-text peer-reviewed journals. The database is a unique tool for technology & engineering research.

Art & Architecture Source

This database contains 770 full text journals and 220 e-books. Also includes bibliographic data of publications from 1937 on, and a picture collection of 63 000 pieces.

This database is a primary source in the field of art and architecture. Students at art faculties, artists, designers and researchers can effectively use this content. The overall content is essential for researches in arts and humanities, e.g. antiquity, history of art, archaeology, folk arts, fine arts, interior and landscape design.

EconLit (Index + Fulltext)

Index: This American Economic Association's database contains more than one million records, with citations and abstracts dating back to 1886. EconLit uses the Journal of Economic Literature (JEL) classification system and controlled vocabulary of keywords to index journal articles, books, collective volume articles, dissertations, working papers and full-text book reviews from the JEL. Content is also constantly being added and is updated on a monthly basis

Full-text: EconLit with Full Text is the full-text counterpart to EconLit, which database offers full text access for more than 680 journals including the American Economic Association journals with no embargo, and 16 full-text books, including The Handbook of World Trade. In addition, it contains all of the indexing available in EconLit, thus offering indexing and abstracts for economic journals besides the extensive full-text coverage.

Legal Source

This legal database provides access to 1,100 full text journals. This is an essential content for the university and research community as well as for attorneys at law, judges and businessmen. This collection of 2,1 million items covers all the fields of law. Beyond journals, university annuals, case studies are also processed by the H. W. Wilson's legal thesaurus.

The Philosopher's Index with Fulltext

In this database of philosophical studies 220 full text journals are available, for example the archive collection of The Journal of Philosophy from 1904 on as well as current issues without embargo. The Philosopher's Index with Fulltext is an essential online resource in the field of aesthetics, epistemology, ethics, logic, metaphysics, theology and other topics.

4. lot:

MathSciNet

This electronic publication of the American Mathematical Society (AMS) offers access to expert-written reviews, abstracts, and bibliographic information for mathematical sciences literature, continuing in the tradition of the paper publication, Mathematical Reviews (MR), which was first published in 1940. Over 40,000 reviews are added to the database each year. MathSciNet contains more than 3.1 million of items and more than 1.9 million direct links to original articles from over 1,800 journals. Bibliographic data from digitized articles dates back to the early 1800s.

5. lot:

Food Science and Technology Abstracts

FSTA, an extensive special database for the sciences of food, in which carefully selected research and information are collected and managed by a team of expert scientists within the International Food Information Service (IFIS), a not-for-profit organisation. 950 journals currently covered with historical coverage of 4,000+ journals. Other content coverage includes books, trade publications, reviews, conference proceedings, reports, patents and standards.

- Contains information sourced in 29 languages from 53 countries
- Records indexed against the IFIS Thesaurus' more than 10,700 subject keywords, providing an efficient search functionality
- Sources and keywords constantly reviewed to ensure on-going relevancy and focus
- Covers every aspect of the food and beverage sectors, including all major commodities, related pure and applied sciences, pet foods, food processing, food safety, and food economics

6. lot:

Project MUSE

Produced by the Johns Hopkins University Press, Project MUSE is a leading provider of digital humanities and social science content for the scholarly community. Since 1995 the MUSE journal collections have supported a wide array of research needs at academic, public, special, and school libraries worldwide. MUSE is the trusted source of complete, full-text versions of scholarly journals from many of the world's leading university presses and scholarly societies, with over 120 publishers currently participating. UPCC Book Collections on Project MUSE, launched in January 2012, offer top quality book-length scholarship, fully integrated with MUSE's scholarly journal content.

7. lot:

PsycARTICLES

Database of the American Psychological Association (APA) provides access to 100 full text journals in the field of psychology. Altogether 180,000 studies are accessible in the collection which is updated weekly.

8. lot:

Science Magazine

Science Magazine is an International scientific weekly journal, published by the American Association for the Advancement of Science (AAAS).

It's one of the most important sources of scientific research. Between 1999 and 2004, the magazine reached the highest impact factor in the following 6 fields: molecular biology and genetics, physics, biology and biochemistry, botany and zoology, space sciences, immunology. It contains reviewed references to the sources like: PubMed, ISI, and almost 950 scientific journals on HighWire platform.

Science Magazine is not just a valuable resource for researchers and lecturers but also for legislation specialists and for other users interested in scientific knowledge.

Science Magazine, which is the most important part of Science Online started in 1995, is a full-text database, provides resource reports, newest discoveries, critical articles, and sometimes multimedia complements as well.

It contains:

- Reviewed original publications
- news and editorial reports on latest discoveries
- hyperlinks to citations and other resources
- quotations from Web of Science, Scopus and CrossRef
- free access to all HighWire Press publications cited in Science

The database is updated weekly.

Searching is possible by publication year, page number, DOI number, keyword or author. User profiles can be created on the platform, search results can be saved, messages can be requested.

9. lot:

EmeraldInsight Premier

EmeraldInsight EMAN

Emerald Publishing was founded in 1967 to publish relevant content for the research and practice of business and management. Today the portfolio also includes health and social care, education and engineering.

Emerald Publishing is part of Emerald Group providing comprehensive coverage of management and complementary specialist subjects. Emerald manages nearly 300 journals, and over 270 of these journals are listed in Web of Science with an Impact factor. As an established leader in management research, this portfolio of over 200 journals provides essential coverage of relevant topics within all management disciplines.

The latest issues of journals are available online exclusively in this database. The journals are grouped into the following collections: Premier (all Emerald journals) and EMAN (208 management journals including HR, business management, logistics, marketing, tourism management, accounting etc.).

Common Procurement Vocabulary (CPV):

MAIN OBJECT:

79980000-7 Subscription services

ADDITIONAL OBJECTS:

72320000-4 Database services

7. Duration of the contract or time limit for fulfilment, in case of all the lots:

The contract will become effective as of its conclusion and will be valid for a limited period of time until 31th of December 2018.

8. Place of performance/delivery:

1. lot:

ATLA Religion Database with ATLASerials (ATLA/s)

#	2018	
1	A Tan Kapuja Buddhista Főiskola	Dharma Gate Buddhist College
2	Adventista Teológiai Főiskola	Hungarian Adventist Theological College
3	Debreceni Református Hittudományi Egyetem	Debrecen Reformed Theological University
4	Evangélikus Hittudományi Egyetem	Lutheran Theological University
5	Károli Gáspár Református Egyetem	Károli Gáspár University of the Reformed Church in Hungary
6	Sapientia Szerzetesi Hittudományi Főiskola	Sapientia College of Theology of Religious Orders
7	Sárospataki Református Teológiai Akadémia	Sárospatak Reformed Theological Academy
8	Pázmány Péter Katolikus Egyetem	Pázmány Péter Catholic University
9	Szent Atanáz Görögkatolikus Hittudományi Főiskola	Saint Athanasius Greek-Catholic Theological Institute
10	Dunamelléki Református Egyházkerület Ráday Gyűjtemény	Raday Collections of the Danubian District of the Hungarian Reformed Church

2. lot:

CAB Abstracts

#	2018	
1	Állatorvostudományi Egyetem	University of Veterinary Medicine
2	Debreceni Egyetem	University of Debrecen
3	Magyar Mezőgazdasági Múzeum és Könyvtár	Museum and Library of Hungarian Agriculture
4	Neumann János Egyetem	John von Neumann University
5	Szent István Egyetem	Szent István University

3. lot:

Academic Search Ultimate - upgrade

#	2018	
1	Debreceni Egyetem	University of Debrecen
2	Eötvös Loránd Tudományegyetem	Eötvös Loránd University
3	Sapientia Erdélyi Magyar Tudományegyetem	Sapientia Hungarian University of Transylvania
4	Soproni Egyetem	University of Sopron
5	Szegedi Tudományegyetem	University of Szeged
6	Szent István Egyetem	Szent István University

Applied Science & Technology Source

#	2018	
1	MTA Wigner Fizikai Kutatóközpont	MTA Wigner Research Centre for Physics

Art and Architecture Source

#	2018	
1	Magyar Művészeti Akadémia Művészetelméleti és Módszertani Kutatóintézet	Hungarian Academy of Arts
2	Moholy-Nagy Művészeti Egyetem	Moholy-Nagy University of Art and Design
3	Szent István Egyetem	Szent István University

Econlit with Full Text Package – Econlit Index

#	2018	
1	Budapesti Corvinus Egyetem	Corvinus University of Budapest
2	Budapesti Gazdasági Egyetem	Budapest Business School - University of Applied Science
3	Debreceni Egyetem	University of Debrecen
4	Kaposvári Egyetem	Kaposvár University
5	Közép-európai Egyetem	Central European University
6	Soproni Egyetem	University of Sopron
7	Szent István Egyetem	Szent István University

Econlit with Full Text Package – Econlit Index With Full Text Package

#	2018	
1	Pécsi Tudományegyetem	University of Pécs
2	Széchenyi István Egyetem	Széchenyi István University

Legal Source

#	2018	
1	Debreceni Egyetem	University of Debrecen
2	Eötvös Loránd Tudományegyetem	Eötvös Loránd University
3	Károli Gáspár Református Egyetem	Károli Gáspár University of the Reformed Church in Hungary
4	Nemzeti Közszerzésügyi Egyetem	National University of Public Service
5	Országos Bírósági Hivatal	National Office for the Judiciary
6	Pázmány Péter Katolikus Egyetem	Pázmány Péter Catholic University
7	Széchenyi István Egyetem	Széchenyi István University

The Philosopher's Index with Full Text

#	2018	
1	Fővárosi Szabó Ervin Könyvtár	Metropolitan Ervin Szabó Library
2	MTA Könyvtár és Információs Központ	Library and Information Centre of the Hungarian Academy of Sciences
3	Pázmány Péter Katolikus Egyetem	Pázmány Péter Catholic University

4. lot:

MathSciNet

#	2018	
1	Budapesti Corvinus Egyetem	Corvinus University of Budapest
2	Budapesti Műszaki és Gazdaságtudományi Egyetem	Budapest University of Technology and Economics
3	Debreceni Egyetem	University of Debrecen
4	Eötvös Loránd Tudományegyetem	Eötvös Loránd University
5	Eszterházy Károly Egyetem	Eszterhazy Karoly University
6	Közép-európai Egyetem	Central European University
7	Miskolci Egyetem	University of Miskolc
8	MTA Rényi Alfréd Matematikai Kutatóintézet	MTA Alfréd Rényi Institute of Mathematics
9	Pécsi Tudományegyetem	University of Pécs
10	Sapientia Erdélyi Magyar Tudományegyetem	Sapientia Hungarian University of Transylvania
11	Szegedi Tudományegyetem	University of Szeged

5. lot:

Food Science and Technology Abstracts (FSTA)

#	2018	
1	Állatorvostudományi Egyetem	University of Veterinary Medicine
2	Budapesti Műszaki és Gazdaságtudományi Egyetem	Budapest University of Technology and Economics
3	Debreceni Egyetem	University of Debrecen

4	Magyar Mezőgazdasági Múzeum és Könyvtár	Museum and Library of Hungarian Agriculture
5	Szent István Egyetem	Szent István University

6. lot:

Project MUSE Premium Collection

#	2018	
1	Közép-európai Egyetem	Central European University
2	MTA Könyvtár és Információs Központ	Library and Information Centre of the Hungarian Academy of Sciences

Project MUSE Humanities Collection

#	2018	
1	MTA Bölcsészettudományi Kutatóközpont	MTA Research Centre for the Humanities
2	Országos Idegennyelvű Könyvtár	National Library of Foreign Literature
3	Pázmány Péter Katolikus Egyetem	Pázmány Péter Catholic University
4	Pécsi Tudományegyetem	University of Pécs

Project MUSE Social Sciences Collection

#	2018	
1	Pázmány Péter Katolikus Egyetem	Pázmány Péter Catholic University

7. lot:

PsycARTICLES

#	2018	
1	Eötvös Loránd Tudományegyetem	Eötvös Loránd University
2	Fővárosi Szabó Ervin Könyvtár	Metropolitan Ervin Szabó Library
3	Károli Gáspár Református Egyetem	Károli Gáspár University of the Reformed Church in Hungary
4	Közép-európai Egyetem	Central European University
5	MTA Természettudományi Kutatóközpont	MTA Research Centre for Natural Sciences
6	Pázmány Péter Katolikus Egyetem	Pázmány Péter Catholic University

8. lot:

Science Magazine

#	2018	
1	Állatorvostudományi Egyetem	University of Veterinary Medicine
2	Debreceni Egyetem	University of Debrecen
3	ELI-HU Nonprofit Kft.	ELI-HU Non-profit Ltd.
4	Eötvös Loránd Tudományegyetem	Eötvös Loránd University
5	Közép-európai Egyetem	Central European University
6	MTA Atommagkutató Intézet	MTA Institute for Nuclear Research
7	MTA Csillagászati és Földtudományi Kutatóközpont	MTA Research Centre for Astronomy and Earth Sciences
8	MTA Kísérleti Orvostudományi Kutatóintézet	MTA Institute of Experimental Medicine
9	MTA Könyvtár és Információs Központ	Library and Information Centre of the Hungarian Academy of Sciences
10	MTA Ökológiai Kutatóközpont	MTA Centre for Ecological Research
11	MTA Szegedi Biológiai Kutatóközpont	MTA Biological Research Center

12	MTA Természettudományi Kutatóközpont	MTA Research Centre for Natural Sciences
13	Nemzeti Agrárkutatási és Innovációs Központ	National Agricultural Research and Innovation Centre
14	Pázmány Péter Katolikus Egyetem	Pázmány Péter Catholic University
15	Semmelweis Egyetem	Semmelweis University
16	Széchenyi István Egyetem	Széchenyi István University
17	Szegedi Tudományegyetem	University of Szeged

9. lot:

EmeraldInsight

#	2018	
1	Budapesti Corvinus Egyetem	Corvinus University of Budapest
2	Budapesti Gazdasági Egyetem	Budapest Business School - University of Applied Science

Premier Collection

#	2018	
3	Debreceni Egyetem	University of Debrecen
4	Közép-európai Egyetem	Central European University
	EMAN Collection	

9. Collateral obligations securing the contract, in case of all the lots:

If the lack of service exceeds 2% during the subscription period and if this interruption of service is not beyond Provider's control and no excuse is provided for such breach, the Provider is obliged to pay penalty for faulty performance. The rate of the penalty for faulty performance is identical with the net sum of the Subscription Fee corresponding to the period when the service is not provided.

10. Terms and conditions of the financial consideration provided by the Contracting Authority, in case of all the lots:

The Contracting Authority shall not pay any advances.

The contract to be concluded is a fixed price lump sum contract. The consideration is to be paid by wire transfer against invoice.

The winning Tenderer is not entitled to submit partial invoices.

The Contracting Authority is obliged, upon the verification of contractual performance, to pay the invoice value within the payment deadline of 30 days as of the receipt of the invoice and in pursuance of Article 6:130(1) and (2) of the Civil Code.

Payment is governed by the stipulations specified in detail in Article 135(1) and (6) of the PPA.

Contracting Authority calls the attention to the fact that the provisions of Article 36/A of Act XCII of 2003 on the Rules of Taxation (hereinafter referred to as RTA) should be applied during the submission and the payment of the invoice in the cases of both the winning Tenderer and the subcontractor.

If the Tenderer does not fulfil its obligations under the above legislation, the Contracting Authority will not be liable for any legal consequences of late payments resulting therefrom. Default interest is governed by Article 6:155(1) of the Civil Code.

Detailed rules of the payment terms are included in the draft contract included in the Public Procurement Documents.

Tenderer is obliged to take into account the provisions of Article 142 of Act CXXVII of 2007 on value added tax.

The Contracting Authority shall not be obliged to pay default interest in connection with invoices that have been issued incorrectly or late and have been received late for reasons attributable to the winning Tenderer.

USD is the currency of the tender and the one used in contracting, accounting and paying the consideration.

11. Specification whether Tenderer may submit variants:

Tenderers may not submit a tender for a variant solution in addition to their tender for none of the lots specified in the Invitation.

12. Acceptance or prohibition of the division of the contract into lots.

The division of the contract into lots is accepted.

All of the lots may be subject to tendering and all of the lots can be awarded to the same tenderer.

13. Tender assessment criteria, in case of all the lots:

In case of the current public procurement procedure, the Contracting Authority shall assess the tender submitted according to the criterion of the lowest price in pursuance of Article 76(2)(a) of the PPA. According to Article 100(5) of the PPA Article 76(5) of the PPA shall not apply.

The tender price must include every cost to be incurred for the performance of the contract and arising in accordance with the Technical Specifications. Pursuant to Article 66(5) of the PPA the tender price is to be given on the Reading Sheet (Annex 1). The price is to be given in positive whole numbers and in USD currency.

14. Grounds for exclusion, in case of all the lots:

13.1. Grounds for exclusion:

Economic operator to whom any of the grounds for exclusion under Article 62(1) and Article 62(2) of the PPA apply may not be Tenderer, subcontractor and may not participate in the suitability verification.

13.2. Verification of grounds for exclusion:

As regards the Contracting Authority request tender from a Tenderer who is not established in Hungary, the non-existence of grounds for exclusion shall be verified by Article 10 and 12 and 14–15 of Government Decree No. 321/2015 (X. 30.).

In case if the Tenderer is not established in Hungary to verify the non-existence of grounds for exclusion Article 62(1)(a)-(g) and (k)(ka) of the PPA and Article 62(2) of the PPA the

Tenderer shall declare which certification(s) can verify the non-existence of grounds for exclusion and by which competent authority or organization issues it (tehm) in the legal system of the country where the Tenderer is established.

According to Article 100(5) of the PPA by way of derogation from Article 69 of the PPA instead of using the European Single Procurement Document, the contracting authority requires that the certificates concerning the non-existence of the grounds for exclusion shall be submitted upon submitting the tender.

According to Article 67(4) the Tenderer shall make a statement in his tender that he does not employ for the performance of the contract any subcontractor subject to the grounds for exclusion specified in Article 62 of the PPA.

15. Suitability requirements, in case of all the lots:

15.1. Data necessary for the assessment of the economic and financial suitability of the Tenderers and the required form of verification:

The Contracting Authority does not prescribe any suitability requirement concerning the economic and financial situation.

15.2. Data necessary for the assessment of the technical and professional suitability and the required form of verification:

Having regard to Article 65 (2) of the PPA, the Contracting Authority does not prescribe any requirement concerning technical and professional suitability for tendering (“No separate justification is necessary if only an already specified economic operator may be invited to tender according to the legal basis of the negotiated procedure without prior publication of a contract notice.”)

16. Ensuring the possibility to supply missing information, in case of all the lots:

The Contracting Authority shall ensure the possibility of supplying missing information and to request information pursuant to Article 71 of the PPA.

17. Deadline for tender submission, in case of all the lots:

On the 28th day of the month of December in the year of 2017, at 14 hours and 00 minutes

18. Address of submission, in case of all the lots:

Csendes Consulting Zrt.

1051 Budapest, József nádor tér 5-6. III. em. (1396 Budapest, Pf. 468)

19. Language of tender, in case of all the lots:

Language of the procedure: Hungarian and/or English. Language of the tender application: Hungarian and/or English and/or German. The Contracting Authority shall make both the Invitation to Tender and the Public Procurement Documents available in English and Hungarian. Tenderer may elect to submit the tender in Hungarian and/or in English and/or German.

In case a document or a form is submitted in a language different from Hungarian and/or English and/or German, than the responsible Hungarian and/or English and/or German translation thereof is also required to be submitted. The responsible translation must include the declaration of the Tenderer stating that the translation is identical as to content with the document in the foreign language, and the due signature of the representative acting in the name of the Tenderer. Tenderer is responsible for the accuracy of the translation.

The Contracting Authority shall also accept the responsible translations by the Tenderer of the documents submitted in languages different from Hungarian and/or English and/or German. (Pursuant to Article 47(2) of the PPA)

20. Place and date of opening of tenders, in case of all the lots:

Csendes Consulting Zrt.

1051 Budapest, József nádor tér 5-6. III. em.

On the 28th day of the month of December in the year of 2017, at 14 hours and 00 minutes

21. Persons authorised to attend the opening of tenders, in case of all the lots:

By virtue of Article 68(3) of the PPA, it is the Contracting Authority, the Tenderer and the persons invited by them who may be present at the opening of the tender. These persons may inspect the reading sheet at the opening.

The opening procedure is otherwise governed by the provisions of Article 68(1)–(4) and (6) of the PPA.

22. Minimum time frame for the binding period of the tender, in case of all the lots:

By virtue of Article 100(4) of the PPA, the time frame during which the Tenderer must maintain the tender in this public procurement procure is 30 days as from its start (ending of the negotiations).

The time frame during which the Tenderer must maintain the tender is governed by the provisions of Article 70(2) and Article 131(5) of the PPA.

23. Date of sending the summary of the result of the procedure and the planned date and time of contract conclusion, in case of all the lots:

Date of sending the written summary about the assessment of the tender:

Pursuant to Article 79(2) of the PPA, the Contracting Authority shall inform the Tenderer about the result of the procedure in writing.

The Contracting Authority informs the Tenderer that it shall, in conformance with Article 70(1) of the PPA, assess the tender within the shortest possible time and shall complete the assessment within a time period so that the Tenderer is informed about the decision closing the procedure still during the time frame during which the Tenderer must maintain the tender.

By way of derogation from Article 69 of the PPA, the Contracting Authority may adopt the decision about the ineffectiveness of the procedure without assessing and evaluating the tender if the final price offer of the particular procedure exceeds the amount of the available financial resources adequately substantiated in conformance with Article 75(4) of the PPA.

Planned date and time of contract conclusion:

The Contracting Authority may conclude the contract only with the winner of the procedure.

The time frame during which the winning Tenderer must maintain the tender shall become extended by thirty days as from the sending the Tenderer the written summary about the assessment of the tender.

The Contracting Authority states that the Contracting Authority is obliged to conclude the contract, in conformity with the provisions in Article 131(6) of the PPA, within the time frame [given in Article 131(5) of the PPA] during which the Tenderer must maintain the tender.

Subject to Article 131(8)(e) of the PPA and by way of derogation from Article 131(6) of the PPA, the contract may be concluded even before the expiry of the ten days deadline specified therein, if the chair of the Public Procurement Authority does not exercise its right to launch a procedure for appeal within the deadline specified in Article 152(3) of the PPA, having regard to the fact that the Contracting Authority has launched this negotiated procedure without prior publication of a contract notice with inviting a single Tenderer on the basis of Article 98(2)(c) of the PPA.

24. Other information, in case of all the lots:

1. Formal requirements: the tender is to be submitted either directly or by mail in writing, in 1 paper original in a closed package and to the address given in this invitation until the expiration of the deadline for tender application, on working days until 9:00-17:00 o'clock and between 9:00-14:00 o'clock on the day of expiration of the deadline for tender application.

The tender must contain a table of content at the beginning of the document where the relevant documents may be found.

The followings are to be indicated on the package:

- Name of the Tenderer
- Name of the Contracting Authority
- And the following remark: **“Tender – Library and Information Centre of the Hungarian Academy of Sciences – in the subject of *“Service and supply contract for Subscription for EBSCO online databases package”* and *“Opening is forbidden before the expiration of the deadline for tender application”*”**

Every document (declaration) included in the tender application shall be signed at the end by the person(s) authorised to sign or by the person having been granted written authorisation therefrom.

Every page that has been amended prior to submission shall be signed at the place of amendment by the person signing the entire document as well.

Tenderer is obliged to attach its duly signed tender, which is fully identical to the paper version, on an electronic data medium (e.g.: CD or DVD) in a completely read-only format (without any password to open and in a non-editable form), put into the closed package containing the paper version.

The Tenderer is obliged to attach its express statement regarding the fact that the content of its tender submitted on the data medium in accordance with the foregoing is fully identical with the tender it has submitted and marked as original.

2. Requirements concerning the documents constituting the tender:

2.1. Subject to Article 47(2) of the PPA, the documents to be submitted within the context of the tender may be submitted in simple copies as well, unless otherwise required by the law.

The single original of the tender submitted in pursuance of Article 68(2) of the PPA is to contain the signed original of the declaration under Article 66(2) of the PPA.

2.2. Tenderer may elect to submit the tender in Hungarian and/or in English and/or German.

2.3. If the Tenderer intends to provide verification for a fact or data in pursuance of Article 69(11) instead of the verification required by the Public Procurement Documents or the Invitation to Tender, then the Tenderer is obliged to state in its declaration which fact or data it intends to verify in pursuance of Article 69(11) of the PPA and to indicate the web address of the free, electronic, official records containing such fact or data available in the language of the public procurement procedure..

2.4. Subject to Article 69(11) of the PPA, the Contracting Authority shall request the submission of the Hungarian and/or English translation of the relevant verification or information in case of records that are not Hungarian and/or English.

In Hungary, it is the official records and the records specified in separate legislation that may be considered suitable to substitute the submission of the verification.

3. Governing time:

The Contracting Authority informs the Tenderer that it is the Central European time (CET) that is applicable for every deadline related to the procedure.

4. Tendering costs: Every cost incurred in connection with the compilation and submission of the tender is borne by the Tenderer.

5. Joint tendering: Subject to Article 99(2) of the PPA, it is only the economic actor invited to tender who may tender in the procedure.

6. Project company: Taking the requirements in Article 35(8)–(9) of the PPA into consideration, Contracting Authority, with a view to the fulfilment of the contract to be concluded as a result of the public procurement procedure, does not require the winning Tenderer and does not allow it to establish an economic entity (project company), thus the requirements in Article 140 of the PPA are not applicable in this public procurement procedure.

7. Additional information:

Pursuant to Article 56(2) of the PPA, additional information is to be provided within a reasonable deadline after the receipt of the request, but 3 days before the expiry of the deadline for the submission of tender at the latest.

If the request for additional information is submitted later than 3 days before the deadline for replies in Article 56(2) of the PPA, then the Contracting Authority is not obliged to provide additional information.

If the Contracting Authority is unable to provide the information within the deadline specified in Article 56(2) of the PPA or if it modifies the public procurement documents together with the additional information, then Article 52(4) of the PPA shall apply.

If the Contracting Authority considers answering of the question to be necessary for appropriate tendering but the appropriate amount of time necessary to reply within a reasonable time and to consider the reply is not at hand, then it may use the option to extend the deadline for submission of tender pursuant to Article 52(3) of the PPA.

8. Applicable law: Issues not regulated in this Invitation to Tender and in the Public Procurement Documents are governed by the implementing regulations of Act CXLIII of 2015 on Public Procurement Act.

9. Schedule for conducting the negotiation and fundamental rules provided for by the Contracting Authority:

Place of the negotiation: **Library and Information Centre of the Hungarian Academy of Sciences (1051 Budapest, Arany János u. 1., Meeting Room No. 405)**

Date and time of the negotiation: On the 8th day of the month of January in the year of 2018, at 10 hours and 00 minutes

Contracting Authority shall negotiate with the Tenderer *in a single round*, but it reserves the right to make further negotiation round(s) if deemed necessary. The Contracting Authority shall inform each of the Tenderers about the date and place of the new negotiation round in writing or at the last negotiation round.

Persons authorised to sign for the Tenderer or holding full authorisation to make statements in the name of the Tenderer may make statements at the negotiations. In the latter case, the original authorisation is to be attached to the tender or handed over at the negotiations.

At each negotiation round, the Contracting Authority shall check the existence of the authorisation to represent held by each of the persons acting in the name of the Tenderer.

Pursuant to Article 88(4) of the PPA, the Contracting Authority shall draw up minutes about each of the negotiations and these are required to be signed by each Tenderer attending that negotiation until the commencement of the next round of negotiations (in case only one negotiation is held or it is the last negotiation, then within 2 working days after the completion of negotiations), a copy of the minutes is to be given to them or is required to be sent within 2 working days.

Pursuant to Article 100(4) of the PPA, Tenderer must maintain its tender as from the date of completing the negotiations.

Pursuant to Article 101(2) of the PPA, the subject matter and the terms and conditions of the public procurement may not be changed in a way that

(a) the difference in the subject or conditions of the contract concluded subject to the procedure originally would not have allowed the launch of a negotiated procedure without prior contract notice,

(b) would make the terms and conditions indicated in the Invitation to Tender and in the public procurement documentation change or get amended in such an extent that it would make any of the Tenderers unable to submit a final tender upon closing the negotiations, or

(c) the award criteria or its method would be changed.

Subject to Article 88(9) of the PPA, the Contracting Authority shall clearly inform the Tenderer in advance when it is going to close the negotiations.

Upon closing the negotiations, the Contracting Authority shall invite the Tenderer to submit a final tender in writing.

25. Documents to be attached to the tender, in case of all the lots, Contracting Authority indicates where is necessary to make the statement separately:

1. Reading sheet: Pursuant to Article 66(5) of the PPA, the tender should include a reading sheet separately for each lot, on which information provided for in Article 68(4) of the PPA is indicated:

- name, address (registered seat, domicile) of the Tenderer,
- and the main quantifiable data that shall be assessed on the basis of the assessment criterion.

2. Name, position, telephone, fax number and email address of the contact person appointed by the Tenderer for the procedure shall be specified in the tender. Any information disclosed to the above contact person in the course of the public procurement procedure shall be considered as legally effective information. Any message or document sent to the contact person's fax number or email address shall be considered as delivered in a legally effective manner at the time of confirmation.

3. Company documents:

- Statements/documents in the tender are to be attached to the tender for the person signing in the name of the *Tenderer, subcontractor* (hereinafter referred to as: signatory):

(i) a document (e.g. Deed of Foundation, Articles of Association), that can ascertain the **power of representation** of the signatory, and

(ii) such a notarised specimen signature prepared by a civil law notary or a document countersigned by an attorney-at-law or a document witnessed by two witnesses that can unequivocally ascertain the signature of the **signatory** ("document attached for verifying the appearance of the signature").

Should *Tenderer, subcontractor* fall within the scope of Act IV of 2006 on Business Associations or is a business association under Article 3:89 of the Civil Code, then it is not necessary to attach the **foregoing (i)** document verifying the **power of representation** of the signatory, as it can be checked for free pursuant to Article 69(11) of the PPA.

As regards Point (ii), the notarised specimen signature or the specimen signature

issued by an attorney-at-law is to be attached for the **signatory** in case the *Tenderer* falls within the scope of Act V of 2006 on Public Company Information, Company Registration and Winding-up Proceedings (hereinafter referred to as Public Company Information Act), with consideration of Article 9 of the Public Company Information Act.

Should the signatory appoint a procurator, then it is necessary to attach the authorisation for representation of the appointed persons signed by both the person entitled to represent and the procurator.

4. In case of an amendment procedure in process, the request for amendment submitted to the Court of Company Registration and the document certifying its receipt by the Court of Company Registration is to be attached. The declaration is expressly to be made in case of negative content as well and is to be attached to the tender.
5. Statement concerning the Tender: Pursuant to Article 66(2) of the PPA, the tender is to include the express statement of the Tenderer separately for each lot concerning the terms and conditions of the Invitation to Tender, the conclusion and fulfilment of the contract and the requested consideration.
6. Statement under Article 66(4) of the PPA: Tenderer is required to attach its statement made in pursuance of Article 66(4) of the PPA and concerning the fact whether it is qualified as a micro- or small- or medium-sized enterprise under Act on Small and Medium-sized Enterprises and the Support Provided to Such Enterprises to its tender.
7. Statement concerning subcontractors: Pursuant to Article 66(6) of the PPA, the Contracting Authority requires that there must be a reference in the tender separately for each lot to
 - (a) those part(s) of the public procurement for the fulfilment of which Tenderer intends to employ subcontractor(s),
 - (b) subcontractors intended to be employed for these parts and known at the time of tender submission.The negative statement is also to be attached!
8. The contract is related to a project and/or programme financed by European Union funds
 yes no
9. If the Tenderer has any remarks concerning the technical specifications or draft contract, or has any proposals for modification, then it is kindly requested to attach these as specific written proposals in the tender (on an electronic data medium if possible and in an editable *.doc format, with change tracking) in order to accelerate negotiations. (It is not obligatory to attach these.)
10. Contracting Authority does not prescript any tender guarantee.
11. Contracting Authority does not conclude any framework agreement, does not use any dynamic purchasing system, or electronic auction.

26. Date of sending the Invitation to Tender: On the 13th day of the month of December in the year of 2017