



TERMS OF REFERENCE

Programming 2021-2027

Request for submission of an offer in a “direct award procedure with prior announcement” (“Direktvergabe mit vorheriger Bekanntmachung”) according to the Austrian law for public procurement (§ 47 BVergG 2018) and the European Directive 2014/24/EU.

Contracting entity

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Subject matter of the contract

Support for the elaboration of the Interreg Programme (IP) Austria-Hungary 2021-2027.

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1 Introduction

Within the framework of the European Regional Policy, cross-border cooperation between Austria and Hungary is fostered since 1995, continued in the Community Initiative Interreg IIIA in the period 2000-2006, the European Territorial Cooperation programme in 2007-2013 and the current Interreg V-A programme.

The Interreg V-A Austria-Hungary programme (hereafter referred to as Interreg AT-HU) aims at reducing regional disparities by enhancing regional competitiveness and strengthening economic, social, cultural and ecological contacts in the border region. It is financed through the European Regional Development Fund (ERDF) and supports cross-border projects implemented by Austrian and Hungarian partners. Based on the programme intervention in the Cooperation Programme (CP) approved by the EC on 30 June 2015, in line with Article 6 of Regulation (EU) 1299/2013, competitiveness of SMEs, environmental and resource efficiency, sustainable transport and better institutional cooperation are the four axes at the core of Interreg AT-HU CP whose implementation is financed through technical assistance. In more detail, considering regional specificities and development patterns, investment priorities 3d, 6c, 6d, 6f, 7b, 7c and 11 CBC were selected to catalyse territorial impacts. For the 2014-2020 programming period, the budget of the Interreg AT-HU programme amounts to 95m €, out of which 78m € ERDF.

Interreg AT-HU is in the middle of its implementation. Since opening the programme for project applications and the first approvals in 2016, 45 projects have been approved and thus around 92 % of total ERDF allocated to the four priority axes (technical assistance excluded). The programme management, the Managing Authority (MA, Regionalmanagement Burgenland) and Joint Secretariat (JS, hosted by the Széchenyi Programme Office) are located in Eisenstadt and Sopron.

The Interreg AT-HU programme covers the following geographical areas, representing also the programme partners Hungary and the Austrian Länder Burgenland, Lower Austria, Styria and Vienna:

- Nord-, Mittel- and Südburgenland;
- Wien, Wiener Umland-Südteil;
- Niederösterreich Süd;
- Graz and Oststeiermark;
- Győr-Moson-Sopron, Vas and Zala.

The CP, which contains all information about the socio-economic analysis of the programming area upon the start of the programme, programme strategy, overall and specific priority axis objectives, financial plan, and a detailed description of institutions and procedures for programme implementation, is available on the website of the programme (www.interreg-athu.eu) at the following link: <https://www.interreg-athu.eu/downloads/programmdokumente/>.

Regionalmanagement Burgenland GmbH, as Managing Authority (hereafter MA) of the programme located in Eisenstadt, Austria, is primarily in charge of the implementation of the current programme, as well as of the programming process for the period 2021-2027, and therefore is the contracting entity for the service described hereafter.

Other programme working groups supervising the programming process are the Bilateral Working Group (BWG) as a technical working group strongly involved in the operative





planning process and supporting the MA/JS in the preparation of decisions, and the Programming Group (PG) as the main decision making body with the main task of supporting the development of the necessary analyses, defining procedures and identifying strategic topics leading to a comprehensive programme strategy for the Interreg Programme AT-HU 2021-2027.

2 Background and context

2.1 Current status of the ATHU programming process

In June 2019 the Monitoring Committee (MC) gave a mandate to the MA to set up the nomination process for the Programming Group (PG) in due time. It is agreed that until then, preparation work is to be done by the BWG as regards topics like e.g. simplified cost options (SCOs).

First discussions about the programming process started in March 2019 in the BWG related to an indicative time plan. As further explained in chapter 2.3, the impact evaluation is expected to contribute to the discussion on thematic orientation as well as to give inputs to the future indicator system.

Beside the determination of thematic main focus points for the programme, the MC considered the topics simplified cost options, programme structures, programme documents based on HIT (harmonized implementation tools) and the future monitoring system as a priority for the programming process.

2.2 Documentation to be considered

In order to get an overview on the objectives and scope of the Cooperation Programme and the main achievements of the 2007-2013 and 2014-2020 programmes, the service provider should screen at least the following documents:

OP AT-HU 2007-2013:

- Final Implementation Report

CP AT-HU 2014-2020:

- Cooperation Programme Interreg V-A Austria-Hungary (V3.0, 12 March 2018)
- Regional analysis and SWOT (June 2013)
- Evaluation of the efficiency of the programme's structures and processes and the evaluation of the communication strategy (Operational evaluation, January 2019)
- Evaluation of the efficiency, effectiveness and impact of the programme (Impact evaluation, expected to be finalised in February 2020)

In addition, the service provider should consider:

- Border Orientation Paper Austria-Hungary prepared by European Commission in May 2019,
- all relevant documents on EU cohesion policy (e.g. draft legislative package for the 2021-2027 period, Overcoming obstacles in border regions prepared by European Commission in 2016, Cross-border review (2015) and Communication "Boosting





Growth and Cohesion in EU Border regions” (2017), Border Needs Study: collecting solid evidence to assess needs (2016)),

- any study, analysis or other sources of relevance for the Austria-Hungary cross-border area (e.g. EC Communications, ESPON reports, etc.),
- all relevant national/regional/local strategies.

Upon request and as far as relevant for the programming, the MA will grant an access to additional programme documentation, raw data and statistics to the service provider.

As regards confidentiality and data protection of the data provided to the service provider, please refer to chapter 9 of the present document.

2.3 Input from programme evaluations

The Monitoring Committee of the Interreg AT-HU programme adopted an evaluation plan on 14th December 2016, which set up the framework for the following evaluations:

- an evaluation of the efficiency of the programme’s structures and processes;
- an evaluation of the programme communication strategy;
- an evaluation of the efficiency, effectiveness and impact of the programme (impact evaluation);

The efficiency of programme’s structures and processes as well as the communication strategy were evaluated at once in 2018 and the results of experts’ work presented to the MC in November 2018. Corrective measures are introduced in 2019 on the basis of evaluation outcomes and recommendations.

The impact evaluation is carried out currently, at a later stage of programme implementation. It should deliver valuable input for an optimal programme implementation in the current period and most importantly serve as a starting point and cornerstone for the programming exercise of 2021-2027 period. Thus, it shall give concrete recommendations for improvement of quality and impact, as well as for the development of a sound indicator system of the future programme. Consequently, evaluation recommendations will consider the requirements of the period 2021-2027 in order to provide thoughtful recommendations for the programming exercise in the final evaluation report.

First findings and recommendations from the impact evaluation shall be available still in 2019; finalisation of the evaluation report is expected in February 2020.

3 The programming process: scope and purpose

The purpose of this assignment is to prepare the Interreg Programme (IP) AT-HU 2021-2027 (chapter 1 to 3) based on a comprehensive territorial and socio-economic analysis of the Austria-Hungary cross-border area and the elaborated programme strategy for the IP AT-HU 2021-2027 in line with legal requirements and inputs provided by all relevant levels.

The objectives of requested services are:

- To carry out a territorial and socio-economic analysis of the Austria-Hungary cross-border area. The analysis should identify the main joint challenges, needs and potentials of the area as well as strategically relevant fields of actions for cross-border





cooperation with the potential to overcome border obstacles and territorial disparities, taking into account economic, social, environmental and other relevant aspects;

- To develop a process for, and execute a cross-border strategy building for the future IP AT-HU 2021-2027 in consultation with key national, regional and local stakeholders of the programme area;
- To provide recommendations for the future orientation and definition of the IP AT-HU 2021-2027 programme strategy and prepare a proposal/methodology for the output and result indicators, priority axes and the respective financial allocations for them based on the analysis and needs;
- To define the functional area(s) of the IP and prepare the map of the programme area and functional area(s);
- To draft the main content parts (chapter 1 to 3) of the IP AT-HU 2021-2027 taking into consideration the requirements deriving from relevant EU Regulations for the programming period 2021-2027 in close cooperation with MA/JS under the supervision of the Programming Group (PG).

The main tasks in content development are described hereafter:

3.1 Territorial and socio-economic analysis

The territorial and socio-economic analysis shall be presented in the form of a document with descriptive/analytical parts, visualised with maps and summarised in a SWOT table. It shall present the main territorial challenges that are affecting the programme area as a functional area, the needs of stakeholders and target groups as well as the corresponding strategic relevant fields of actions for cross-border cooperation. Emphasis should be put on issues where cross-border cooperation has a high potential to promote better integration across regions and which are of strategic relevance for regional development.

The analysis shall be strongly based on the findings of the regional analysis and SWOT conducted in 2013 during the programming process for the period 2014-2020. It should be structured according to the five ERDF policy objectives (a smarter Europe, a greener, low-carbon Europe, a more connected Europe, a more social Europe, a Europe closer to citizens) and consider the related specific objectives of the draft ERDF regulation. In addition, the analysis should consider also the two Interreg-specific objectives (a better Interreg governance, a safer and more secure Europe if applicable). For each of these five policy objectives and Interreg-specific objectives, beside the challenges, needs and potentials existing in the area, the capacity of the regions to face the identified challenges and needs shall be identified, highlighting those endogenous resources most suitable of being strengthened by cross-border cooperation projects.

The analysis shall constitute the reference baseline for the territorial cohesion scenarios to be proposed and implemented by the future cross-border programme for the area and should contain preliminary conclusions and recommendations regarding themes to be tackled by cooperation in the Austria-Hungary programme area.

The general territorial and socio-economic analysis will be presented and discussed at the PG meeting. After the selection of policy objectives which will be supported within the IP AT-HU, the service providers shall elaborate further in-depth analysis only for those respective (by the PG selected) policy objectives.





3.2 Strategic thematic directions and recommendation for the future thematic orientation of the IP AT-HU 2021-2027

In a first step and based on the outcomes of the territorial and socio-economic analysis, this task consists of providing strategic support to the PG in selecting policy objectives and specific objectives as well as Interreg-specific objectives for the IP AT-HU 2021-2027 and corresponding output and result indicators.

The service provider should facilitate a cross-border strategy building process to be conducted in consultation with relevant stakeholders, by applying an interactive approach. In order to ensure an appropriate participation, the service provider shall present how to involve the relevant stakeholders and target groups in various consultation phases.

In the frame of the strategy building process the following activities shall be carried out:

- To investigate the interests and position of the relevant national and regional/local stakeholders (e.g. interviews etc.) regarding the strategic needs and priorities for cross-border cooperation in the programme area;
- To organise 2 workshops (in cooperation with the MA/JS) with the main stakeholders and representatives of the involved Member States. The workshop should aim at consolidating and prioritising the results of the stakeholder consultations. Thereby they should be based on the findings of the territorial and socio-economic analysis. They should also consider the thematic achievements and lessons learnt of the previous (2007-2013) and current cross-border programme (2014-2020). The workshops shall be prepared bilingually; interpretation can be provided by the programme.

As a synthesis and conclusion of the territorial and socio-economic analysis and the strategy building process for the strategic thematic directions, the service provider should elaborate recommendations for the strategic orientation of the IP AT-HU 2021-2027 in view of the five policy objectives and ERDF specific objectives as well as for Interreg-specific objectives outlined in the draft legislative package for Cohesion Policy 2021-2027.

The recommendations should include a justification for the proposed selection of objectives and related priorities and specific objectives for the IP AT-HU 2021-2027, reflecting the evidence and findings of the territorial and socio-economic analysis and the outcomes of the strategy building process. In addition, experiences from the previous and current programmes as well as an identification of emerging trends and topics should be taken into account. The identification of a special niche for cross-border cooperation and a possible coordination with other programmes and initiatives should have a central role. The proposed recommendations shall also demonstrate their consistency with all relevant recent strategic frameworks and preparatory works at EU, macro-regional, national and regional level.

The outcome of this task is a report outlining the strategy building process and the deriving strategic thematic directions, and providing recommendations on the strategic orientation of the IP AT-HU 2021-2027, which shall serve as a basis for discussion in the PG.

3.3 Drafting the Interreg Programme (IP) Austria-Hungary 2021-2027

As a synthesis and conclusion of tasks described in 3.1 and 3.2, the service provider should draft text proposals for chapters 1 to 3 of the future Interreg programme based on the





template prescribed in the Annex to the Interreg Regulation (COM(2018) 374 final), including its appendices, observing the content for Interreg programmes required in Article 17 of the draft Interreg regulation.

The outcome of this task should be a draft IP AT-HU 2021-2027 which shall be prepared in close cooperation with MA/JS and PG, and a methodological document on indicators including the method for calculation of baselines, targets etc., and relevant sources, both prepared in a way that can be reproduced during the programme implementation for the mid-term review and the final reporting. This task shall expire when the final IP AT-HU 2021-2027 is submitted to the European Commission, which is equivalent to the end of the assignment.

4 Approach and Methodology (work methods)

The main tasks in the programming process described in chapter 3 are to be managed in 4 phases and will lead to the main deliverables of the contract.

4.1 Phase I: Methodology and tools (inception phase)

The inception phase aims at detailing and adapting if necessary the service described in the bid. As such, the core elements of the tasks in the programming process must be presented. The service provider shall develop a detailed and coherent methodology and describe the tools to be used for the execution of the exercise by taking into account the orientations presented in this document and by proposing additional tools contributing to the objectives of the contract.

The analytical tools applied shall be based on various methodologies aligned to address the potential target groups and stakeholders relevant for this cross-border cooperation programme.

A description of the quality control system applied by the service provider concerning the quality of the deliverables shall also be presented.

The outline of the methodology and of the analytical tools applied shall be presented in the inception report. The inception report shall include practical elements, e.g. an updated time plan and task distribution that ensure the timely implementation of the programming process. Thereby special attention shall be paid to the uncertain factors beyond the sphere of the programme's influence that may have a substantial effect on the process (e.g. unknown financial allocation to the programme, possible changes in the programme geography, late adoption of the legislative package). The inception report is supposed to include proposals to handle the deriving influences, to avoid or minimize as far as possible the delay in programming. The inception report should not exceed 20 pages.

The deliverable of phase I is the inception report.

4.2 Phase II: Territorial and socio-economic analysis

Based on the methodology presented in the inception report, the territorial and socio-economic analysis shall use the regional analysis for the period 2014-2020 as a starting point and review currently existing analysis and collect recent data by e.g. desk research, direct (primary) data collection or other appropriate means.





This data collection shall serve as the empirical basis for phase III (identification of strategic thematic directions).

The outcomes (draft report) of the territorial and socio-economic analysis shall be presented to, and discussed in the PG. Based on comments received, the service provider will have to prepare the final report on the territorial and socio-economic analysis.

The deliverable of phase II is the final report of the territorial and socio-economic analysis.

4.3 Phase III: Strategic thematic directions and recommendation on the future thematic orientation

Based on the findings of the territorial and socio-economic analysis and on the contributions of the relevant stakeholders in the Member States during the strategy building process the strategic thematic directions shall be elaborated which provide strategic contributions to the decision makers in the Member States with regard to the required thematic concentration.

The service provider is expected to further elaborate those elements of the territorial and socio-economic analysis suitable for being supported in the framework of cross-border cooperation, with a limited budget allocation. The results of the impact evaluation, the thematic achievements of the current programme, with the scenarios outlined for the future programme will be considered when defining the suitability of specific topics.

Based on the outcomes of the strategy building process and on the discussions in the PG meetings, an analysis of the joint positions will be developed in different possible scenarios with regard to the selection of policy objectives and specific objectives as well as relevant Interreg-specific objectives in order to properly address the identified challenges, needs and potentials.

The deliverable of phase III is a report on strategic thematic directions including different possible scenarios leading to a recommendation on the future thematic orientation of the IP AT-HU 2021-2027.

4.4 Phase IV: Interreg Programme (IP) Austria-Hungary 2021-2027

The service provider shall develop a sound methodology which will ensure the preparation of the main content chapters of the future Interreg programme based on the template prescribed in the finally adopted version of the Annex to the Interreg Regulation (COM(2018) 374 final), including its appendices.

It shall be considered that the drafting work will proceed in close cooperation with MA/JS and PG, and will cover all stages of programme elaboration from elaborating the first draft, through consolidation of the text, up to the submission of the final draft IP to the European Commission and subsequent revisions following their observations until the submission of the final IP AT-HU 2021-2027 to the European Commission.

The service provider shall also provide a citizen's summary to the IP AT-HU.

The deliverable of phase IV is the final draft of the Interreg programme (IP) Austria-Hungary 2021-2027 and the methodological document on indicators.





5 Work organisation

5.1 Deliverables

Once selected, the service provider will be invited by the MA to a kick-off meeting to discuss and clarify the terms and conditions of the service as well as the main aspects of its implementation. The kick-off meeting will be organized in the premises of the MA in Eisenstadt. This meeting should enable the service provider to successfully implement the service and deliver the obligatory deliverables listed hereunder within an estimated timespan of one year after contracting.

As described in chapter 4, obligatory deliverables are:

- the inception report;
- the final report on the territorial and socio-economic analysis;
- a report on strategic thematic directions including different possible scenarios, leading to a recommendation on the future thematic orientation of the IP AT-HU 2021-2027;
- the final draft of the Interreg Programme (IP) Austria-Hungary 2021-2027 and the methodological document on indicators.

The inception report shall be approved by the MA. Before the MA approval, the BWG shall discuss the report and has the possibility to comment. All other deliverables are to be discussed and approved in the PG.

All deliverables shall be delivered in English. All documents shall be written in a concise and easy to understand style and shall present contents in an attractive and visual way (through maps, charts, pictures, etc.) which allows its communication and dissemination to different programme stakeholders. The MA expects the documents to be prepared to a very high standard, both in terms of language proficiency as well as clarity and concise presentation of complex facts.





5.2 Timeframe

The successful service provider shall start immediately after the award of the service contract and commit itself to the following deliverables and the indicative timeline.

Table 1: Indicative timeframe

Phase	Key milestones and deliverables	Indicative timeframe and deadlines
Contracting	Signature of the contract	End of January 2020 (expected)
	Kick-off meeting with the MA	End of January 2020 (expected)
Inception phase	Submission of the inception report (Deliverable I)	Kick-off meeting + 1 month
Implementation phase	Approximately 6 PG meetings	Ongoing
	Submission of the final report on the territorial and socio-economic analysis (Deliverable II)	Mid of April 2020
	Stakeholder workshops	April/May 2020
	Preparation of the draft strategic thematic directions and PG discussions as input for the drafting of recommendations on thematic orientation	May/June 2020
	Submission of the draft report on strategic thematic directions including scenarios leading to a recommendation for the future thematic orientation (Deliverable III)	Beginning of July 2020
	Preparation of the draft IP AT-HU 2021-2027 (priority axes, general and specific objectives, indicator system)	July – October 2020
	Submission of the final draft IP AT-HU 2021-2027 (Deliverable IV)	Mid of December 2020
Final phase	EC submission of the IP AT-HU 2021-2027	January 2021
	Eventual revision of the IP AT-HU 2021-2027 considering the EC observations	March – June 2021
	EC submission of the final (revised) IP AT-HU 2021-2027	End of June 2021
	Approval of the IP AT-HU 2021-2027 by the EC	July 2021





5.3 Coordination of the process

The working language in the programming process will be English, although German and Hungarian may be used in some cases where adequate (e.g. workshops, interviews).

The programming process is to be seen as an interactive and iterative process between the service provider and the bodies involved in the monitoring of the process (MA, JS, PG, BWG). The proper implementation and coordination of the process will be primarily ensured by the MA, in the JS one contact person will be designated to support the MA in this task. Accordingly, regular exchange on the work progress shall be foreseen.

In order to ensure a smooth finalisation of planned deliverables, before the documents are submitted to the PG/BWG, the service provider shall submit a draft version of the documents to the JS/MA as early as possible and as a general rule 2 weeks before the respective deadline, in order to guarantee sufficient time for reviewing and, if needed, corrections. As for the inception report, the draft shall be sent to the JS/MA one week before the deadline.

As already outlined in chapter 4.1, particular factors beyond the sphere of the programme's influence (e.g. negotiations on the legislative package and the financial framework) may have a substantial effect on the AT-HU programming process. Therefore, the service provider is expected to adapt the scope and approach of the assignment according to the developments of the policy framework for Cohesion Policy 2021-2027.

6 Expected structure and content of the bid

Bids should include at least the following sections and content:

- **Methodology and approach:** methods and techniques, reference documentation to be used, data needed and to be collected, expected results etc.;
- **Deliverables:** special attention will be paid to the form of the deliverables;
- **Work organisation:** Tasks planned, time plan, composition of the team and distribution of tasks, quality management procedures etc. Note that an illustrative outline of the timing and work steps is expected. Major difficulties inherent to the implementation of the service should be briefly explained as well as the measures implemented to overcome them;
- **Bidder:** presentation of the company (contact details, webpage, legal status, registration code, VAT registration number, short description of profile (up to one page per company) and list of relevant references;
- **Team:** CVs of all the members of the programming team;
- **Budget:** fee rate per day per function, work days assigned to each task, total working days offered, travel costs, costs of subcontracted activities (if applicable), total budget (net, gross) including all related costs. The budget should be in EUR, and not subject to indexation.





7 Admissibility of the bidders, proof of professional capacity and structure of the team

7.1 Admissibility of bidders and subcontracting

The bidder has to prove its legal authorisation and provide an extract from the business, professional and/or trade register (proof can be submitted in original language) depending on the relevant regulations of the legal system being effective at the registered seat. This requirement also applies in case the offer is submitted by a consortium. In this case, the document described above must be submitted by all the members of the consortium.

It is not permitted to use subcontractors for the provisions of a major part of the service, and the subcontracting of the entire contract is not permissible. Parts of the service may only be subcontracted if the subcontractor disposes of the necessary authorization to execute its part, and if the subcontractor disposes of evidence of its technical capacity.

Any subcontracting during the period for provisions of the services requires the express prior consent of the MA.

7.2 Professional capacity

7.2.1 Credentials

In order to cope with the required tasks, the bidder is expected to fulfil the following general criteria:

- Registration for the particular activities with the authorized body of the state where its seat is located;
- Confirmation that no enforced settlement bankruptcy proceedings have been initiated and it has not suspended business activities by virtue of a court decision or some other enforceable decision;
- Confirmation that there are no debts in the field of social security;
- Average number of permanent staff (or equivalent) for the past three years of:
 - at least 3 persons for single companies;
 - at least 6 persons for consortia.

Additionally, the bidder should demonstrate its capacity to conduct the tendered service with:

- Experience in the field of regional development, especially in urban/regional planning with special regard to EU funded programmes: at least 2 contracts in the last 7 years, one of them with a minimum total gross budget of 30.000 EUR or a total net budget of 25.000 EUR (for contracts signed in another currency, the budget will be expected to be of equivalent value considering the exchange rate of the EC applying at the time of contract signature).
- In depth experience in Interreg programmes: at least 2 contracts in the last 7 years, one of them with a minimum total gross budget of 30.000 EUR or a total net budget of 25.000 EUR (for contracts signed in another currency, the budget will be expected to be of equivalent value considering the exchange rate of the EC applying at the time of contract signature)





The following credentials are expected within the programming team:

- Fluency in English (additional command of German and/or Hungarian will be considered as an advantage);
- Experience in the planning, monitoring and/or evaluation of EU funded or other regional development programmes;
- Expert knowledge of the programme area as well as regional, national and EU overarching policies;
- Expert knowledge of sectors addressed by the four priority axes of the 2014-2020 programme will be considered as an advantage.

In particular, for the team leader, the following credentials are expected:

- Specialised background (master degree) and 5 years of professional experience in fields relevant for the delivery of the expected service;
- 3 years of experience in EU funded development programmes with special regard to CBC/transnational/interregional programmes;
- Administrative and managerial skills;
- Knowledge of programming methodology.

As for team experts, the following is expected:

- Specialised background (master degree) and at least 3 years of experience in fields relevant for the delivery of the expected service.

The bidders are required to detail in their offers the composition of the team and its structure as well as the distribution of tasks. The CVs of the members of the programming team shall be included in the bid.

7.2.2 Structure of the team

The programming team shall be structured so to ensure the best quality of service. The bidder shall in particular identify an expert as project manager and coordinator as well as contact person for the MA/JS.

Close monitoring and systematic reviewing of deliverables is, among others, expected from the project manager. Negotiations, decisions and presentations of the deliverables with/in front of the JS/MA/PG shall also strictly belong to the responsibilities of the project manager.

The team structure and distribution of tasks must be presented by the bidders in their offer.

The service provider shall ensure the availability of the proposed working team already for the phase of the inception report.





8 Award procedure and provisions for the bids

8.1 Legal basis and procedure

The contract shall be awarded – in due accordance with the provisions of the Austrian Law on Public Procurement – as a “direct award procedure with prior announcement” according to §47 Bundesvergabegesetz 2018 (BGBl. I Nr. 65/2018 and its amendments).

Interested candidates are invited to submit a binding offer based on the description as laid down in this document.

8.2 Assessment of the submitted bids

The contract will be awarded to the technically and economically most favourable bid. Valid offers will be evaluated using a value analysis on the basis of the following award criteria:

Table 2: Award criteria

Criterion	Weighting
Total price	30 %
The criterion will be evaluated according to the following formula: Points = TP min / TP bid x 10 TP min: total price of the best bid in monetary terms TP bid: total price of the bid under consideration	
Technical quality , of which	70% , of which
Quality of the programming concept: - Consistency of the methodological approach; - Quality management and internal coordination; - Design of the strategy building process, especially with regard to how it leads to the planned deliverables; - Feasibility of the time plan (in correspondence with the proposed methodology and expected deliverables)	70%
References - Level of experience in planning, monitoring and/or evaluation of EU funded or other regional development programmes - Level of expert knowledge of the programme area as well as regional, national and EU overarching policies; - Level of expert knowledge of sectors addressed by the four priority axes of the programme 2014-2020; - Level of command of English, German and Hungarian (written and spoken).	30%

The total points possible are 10 points. Points awarded for each of the criteria will be weighted and added up according to the percentage values stated in the table above. The offer with the highest number of points will be considered to be the technically and economically most favourable.





8.3 Submission deadline of the bids and binding period

Signed bids must be submitted to the contracting entity until:

27 January 2020, 12:00 (CET)

Bids received beyond this deadline will not be taken into account. Punctual delivery of the bid is in the responsibility of the bidder. The bid must be delivered in electronic version via e-mail or via ANKÖ e-tendering (<https://burgenland.vergabeportal.at/Detail/76965>). The language of the bid must be English.

The bidders are bound by their respective bids until the contract is awarded.

8.4 Award decision

A decision about the award is considered about 2 weeks after the submission of the bids.

The result of the bidding process will be communicated to the bidders in written form. The contract will ideally be signed with the service provider end of January 2020.

8.5 Expenses for the preparation of the offers

Costs incurred for the preparation and submission of the offers, related documentation and concepts will not be refunded.

9 General terms and conditions of the contract

9.1 Subject of the contract

The subject of the contract is the support for the elaboration of the Interreg Programme Austria-Hungary 2021-2027. The service is described in chapters 1 to 5 of this document.

9.2 Written form of the contract, contract validity and amendments

The contractual relationship will be placed solely in writing. The contract will be binding from the date of notification of the award of the contract until full completion of the service.

Amendments and additions to the contract as well as agreements to depart from the required form must also be made in writing.

9.3 Language of the contract

The contract will be conducted in German. English or Hungarian working translations can be provided.

9.4 Duty to supply information

The parties to the contract shall exchange important information concerning the subject matter of the contract on a continuous basis.





As soon as any circumstances become apparent to the contractor which might jeopardize the contractual completion of the order, it must notify the contracting entity immediately and in writing of these circumstances and of any measures to be considered.

9.5 Settlement of accounts

Payments for carrying out the order shall be made in instalments in accordance with the progress of the service, as follow:

- 20% of the fee after the approval of the inception report (Deliverable I);
- 30 % after the approval of the report on the territorial and socio-economic analysis (Deliverable II);
- 40 % after the submission of the final draft IP AT-HU 2021-2027 (Deliverable IV)
- 10% after submission of the final IP AT-HU 2021-2027 to the EC.

The period allowed for payment is four weeks and starts with receipt of a correct and complete invoice by the contracting entity. If the invoice is incomplete, i.e. the correctness cannot be checked, the payment deadline will be interrupted.

If the service is delivered by a consortium, invoicing must be carried out solely by the lead member of the consortium.

9.6 Completeness of information, additional services

All contractual services are paid for and settled with the remuneration. Additional services may only be invoiced if they were ordered in writing.

9.7 Expenses

Expenses of the contractors' employees and any subcontractors not explicitly listed, such as mileage, accommodation expenses, daily allowances, travel allowances, travel times and the like shall be borne by the contractor.

9.8 Duties and taxes

With the exception of the value-added tax and any stamp duties, all taxes and duties arising from the contract or the related activity of the contractor shall be borne by the contractor. If claims are levelled against the contracting entity for such taxes and duties, the contractor shall hold the contracting entity safe and harmless. In particular, the contracting entity has the right to retain such amounts from the remuneration to be paid to the contractor.

9.9 Defaults in performance

9.9.1 Failures in fulfilment of obligations and delayed delivery

In case of failures of the contractor to fulfil its obligations, the contracting entity can temporarily reduce or suspend payments linked to invoices issued after the observed failure until the contractor resolves the problem in question.





If irrespective of any fault on the part of the contractor and for no fault of the contracting entity, the rendering of a service is repeatedly delayed, the contracting entity shall have the right to terminate the contract.

This shall not prejudice any claims for damages if fault can be attributed to the contractor.

9.9.2 Liability of damages

If damages are to be observed, the contractor shall be liable to the contracting entity in accordance with the provisions of the law. Liability for minor negligence is limited to the value of the order. Members of bidder consortia shall be jointly and severally liable.

9.9.3 Substitute performance

In each case of default in the performance attributable to the contractor, such as delayed delivery, fault clearance or elimination of defects, the contracting entity shall have the right to initiate substitute performance at the expense of the contractor.

9.10 Termination of the contract

The contracting entity may terminate the contract at any time and with immediate effect by unilateral declaration for good cause. Good cause is shown in particular,

- if liquidation proceedings or bankruptcy proceedings are opened against the assets of the contractor or a petition to open bankruptcy proceedings is dismissed due to lack of assets;
- it is subsequently established that the contractor provided incorrect information during the tender procedure upon which these general terms and conditions of contract are based and that this would have influenced the decision to award the contract;
- if circumstances arise that obviously render the timely performance of the order impossible unless these were caused by the contracting entity;
- if the contractor either directly or indirectly offers, promises or grants an organ of the contracting entity that is involved with the conclusion and implementation of the contract a pecuniary advantage for itself or a third party;
- if the contractor or an affiliated company illegally or immorally restricted competition or unfairly influenced the contract award procedure preceding the conclusion of the contract;
- if the contractor itself or any of its employees, in connection with the performance of the order, violates secrecy obligations;
- if the contractor dies without a legal successor or loses its legal capacity;
- if the contractor employs a subcontractor who has not been approved by the contracting entity.

If on the basis of this provision the contracting entity terminates the contract, the contractor shall lose all claims to the remuneration, except to the extent the contractor has already provided partial performance that can be utilized by the contracting entity. If the contractor is responsible for the cause of termination, it must reimburse the contracting entity for any additional costs incurred by placing the order with a third party.





9.11 Confidentiality and data protection

The contractor is obligated to maintain complete confidentiality towards third parties concerning all information that become known to it in the course of fulfilling the contract or contributed to the completion of the contract, in particularly concerning data of project applicants and beneficiaries, unless the contracting entity has released the contractor from such obligation in respect of a specific situation in writing.

The Joint Secretariat of the programme Interreg AT-HU is not considered as third party in the contract.

The obligation to maintain confidentiality shall persist indefinitely even after termination of the contract, with the exception of any duty to give evidence.

Furthermore, if a contractor employs others to supply the service, it shall be obligated to transfer the obligation to maintain confidentiality to such persons and shall be liable for any violation of confidentiality on their part in the same way as if the contractor had breached confidentiality.

The contractor shall be entitled to use any personal data entrusted to him for the purpose of the service to be delivered, in due consideration of the General Data Protection Regulation (GDPR) (EU) 2016/679 and the Austrian Data Protection Law in its valid version. This concerns particularly data of project applicants, beneficiaries about the implementation of their projects, and data about programme implementation.

9.12 Intellectual property rights

The contractor shall hold the contracting entity safe and harmless from all claims arising from or related to disputes concerning patent law, trademark law, design copyright and/or copyright and shall warrant unrestricted use in accordance with the intended purpose of the goods delivered or services supplied. The contracting entity acquires the right unrestricted by time or place or in terms of content to the goods delivered or services supplied.

9.13 Retention and obligation to render service

In the event of a dispute the contractor has no right to withhold delivery of goods or to suspend services.

9.14 Legal venue and applicable law

The sole legal venue for disputes arising from or in connection with the contractual relationship based on these general terms and conditions shall be the District Court of Eisenstadt.

The contractual relationship shall be governed solely by Austrian law.

9.15 Official copies of the contract

The contract will be issued in duplicate, one for each contracting party.

