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## **Open Procedure**

in accordance with the Act no. 343/2015 Coll. on Public Procurement and on Amending and Supplementing certain acts, as Amended

Contract Name:

**Selection of Financial Intermediaries to implement the Guarantee Instrument for Social Economy**

Bratislava, October 2018

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**1. Laws and regulations**

The rules applicable to this Open Procedure are governed by this document and its annexes in accordance with the Act. 343/2015 Coll. on Public Procurement and on Amending and Supplementing certain acts, as Amended (the "Public Procurement Act").

**2. Definitions**

The capitalised terms in this document refer to the meanings assigned to them in the Article 29 "Definitions and Interpretation" of this document.

**3. The Contracting Authority**

Title: National Development Fund II., As  
Mailing address / residence: Grösslingová 44  
City / Town: Bratislava  
Zip: 811 09  
Country: Slovak republic  
Identification: 47759224

Contact point: PROCESS MANAGEMENT, s r. o.  
Mailing address / residence: Gaštanová 13  
City / Town: Bratislava  
Zip: 81104  
Country: Slovak republic  
the person responsible  
for procurement: Mgr. Patrícia Svrčková  
Phone: +421 254653904  
e-mail: psvrckova@pm.sk

**4. The Launch of the Open Procedure**

- 4.1. By publishing the contract notice in the Supplement to the Official Journal of the European Union no. [●] dated [●] (the "Notice"), the Contracting Authority launched the public procurement procedure for contracting services, namely "Selection of Financial Intermediaries to implement Guarantee Instrument for social economy" (the "Open Procedure").
- 4.2. In accordance with the Notice, the selection of Financial Intermediaries responsible for the implementation of the Guarantee Instrument, will be undertaken through the Open Procedure, which will be implemented through the Public Procurement Office's E-Procurement IT System ver. 18.0. The Open Procedure will be conducted in accordance with the provisions of this document and pursuant to § 66 paragraph. 7 of the Public Procurement Act.
- 4.3. The Contracting Authority, in accordance with § 66 paragraph. 7 of the Public Procurement Act will evaluate the Bids and allocate points to each Award Criteria before considering if requirements are met Tenderers. The present method was chosen because of the time and administrative streamlining of tender evaluation.
- 4.4. All documents, the Contracting Authority shall provide Tenderers shall be governed solely by the law of the Slovak Republic and construed exclusively in accordance with it, except for the provisions of conflict of laws.

## **5. The Contract Matter**

- 5.1. Tendered in accordance with § 3 paragraph 4 of the Public Procurement Act contract to provide services to the subject generally defined in this document and its annexes.
- 5.2. The contract is the implementation of the activities of Financial Intermediaries associated with the implementation of Guarantee Instrument for the social economy (the "Guarantee Instrument").
- 5.3. CPV codes procurement: Main business:  
Main vocabulary: 66000000-0  
Additional objects:  
Main vocabulary: 66113000-5
- 5.4. The aim of the Guarantee Instrument is to promote the social economy by providing loans to eligible SMEs. The role of Financial Intermediaries will be to seek out clients from among the eligible enterprises and then to create a portfolio of new loans for them, covered by the Guarantee Instrument. By "portfolio of new loans" it is meant that the use of the Guarantee to refinance existing loans is excluded. The Guarantee provided by the National Development Fund II, with funding from the European structural and investment funds and the state budget will provide a Financial Intermediary cover credit risk individually to the Guarantee Rate (up 80% on credit) and also generally to the Guarantee Cap Rate for the portfolio of new loans ( maximum of 25% of the portfolio).
- 5.5. Investment strategy defining the objectives of the Guarantee Instrument, which is part of the governing body, respectively, of the Intermediate Body, proposes support for projects in the social economy through the financial instruments that can be implemented in combination with technical support and appropriate form of a grant. The aim of using financial instruments is to pursue the objectives of the Operational Program Human Resources through the development of the social economy sector formed entities engaged in entrepreneurial activity, their primary mission is to meet some social objective is not to maximize profits.
- 5.6. In accordance with the requirements of the investment strategy are Eligible enterprises Guarantee Instrument social enterprises and Social Impact Enterprises, collectively referred to as "enterprises the wider social economy"<sup>1</sup> which are SMEs.
- 5.7. The social economy is a summary productive, distribution or consumer activities carried out through economic activity or non-economic activities independently from national authorities, whose main aim is to achieve positive social impact.<sup>2</sup>
- 5.8. 'Social enterprise'<sup>3</sup> (Social Enterprise) is the subject of the social economy<sup>4</sup>.

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<sup>1</sup> § 5 section. 6 of the Social Economy Act

<sup>2</sup> § 3 of the Social Economy Act

<sup>3</sup> § 5 section. 1 of the Social Economy Act

<sup>4</sup> Social economy entities are civic associations, foundations, non-investment fund, nonprofit organization dedicated to generally beneficial services, a special purpose church facilities, companies, cooperatives, or individual entrepreneurs who employ other persons, who

a) are no managed mostly by public authorities, public authority do not mostly finance them, nor do they appoint or elect the statutory body or more than half of its members are not elected and not be appointed more than half the members of the management or supervisory body,

b) undertake an economic activity or non-economic activities within the activities of social economy,

c) if the business or undertaking other gainful activities under special regulations do not perform them solely for the purpose of profit or gain from them using the method of the Act. (§ 4 paragraph 1 of the Social Economy) The "financing" in this conext not mean support in the form of subsidies and similar.

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- a) that performs consistently, independently, in their own name and on its own responsibility, economic activity,
  - b) whose main objective is to achieve measurable positive social impact.
  - c) in which the achievement of positive social impact contribute goods or services which it produces, distributes, it provides or distributes, or contribute to it the method of their production or provision.
  - d) that, if
    - 1 of its activity reaches a profit, using more than 50% of profit after tax to achieve the objectives referred to in subparagraph b)
    - 2. part of the profits distributed by the Commercial Code, dividing it according to the procedures and rules that do not interfere with the main objective under subparagraph b)
  - e) that in management of their business involved stakeholders.
- 5.9. A "Social Impact Enterprise"<sup>5</sup> is a commercial company, a cooperative, a civic association, a foundation, a non-profit organization dedicated to generally beneficial services, a special purpose church facility, or an individual entrepreneur, who
- a) perform consistently, independently, in their own name and on its own responsibility, economic activity,
  - b) whose main objective is to achieve measurable positive social impact and satisfies the two conditions of c) to e) above.
- 5.10. By "positive social impact" must be understood as the fulfilment of one or more of these socially beneficial services:
- a) provision of health care,
  - b) social assistance and humanitarian care.
  - c) creation, development, protection, restoration and presentation of spiritual and cultural values,
  - d) protection of human rights and fundamental freedoms,
  - e) education, training and development of physical culture,
  - f) research, development, scientific and technical services and information services;
  - g) development and environmental protection and the protection of public health,
  - h) services to support regional development and employment.
  - i) provision of housing, management, maintenance and renewal of housing stock.
- 5.11. The financial benefit of Guarantee Instrument must be transferred to the final beneficiaries, either in the form of reduced interest rates on loans, or reductions in collateral requirements for loans, or in the form of provision of the loans to clients who would not be able to receive them without the use of the Guarantee Instrument was not provided. This benefit transfer must be ensured by the conditions for the clients, which will be subject to evaluation in the context of this Open Procedure; these conditions shall be constant and binding for the Financial Intermediaries.
- 5.12. The Guarantee Instrument is financed from sources ESIF and the state budget, and therefore subject to regulation and requirements to apply for ESIF, as well as subject to national rules relating to the eligible expenditure of the Operational Program Human Resources.
- 5.13. In one operation the Guarantee Instrument are Financial Intermediaries within the meaning of Art. 5 of the Commission Delegated Regulation No. 480/2014 also provided funds for technical support to the client (ie the purpose of the technical preparation of future loan), and also the interest subsidy on the loan. These funds will be administered by the Financial Intermediary in favour of customers.
- 5.14. The total loan portfolio will be divided into A portfolio that will be covered by funds from the Priority Axis 3 of the Operational Program, and Portfolio B, which will be covered by funds from the Priority

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<sup>5</sup>§ 5 section. 3 of the Social Economy

Axis 6 of the Operational Program. The Guarantee Rate and the Guarantee Cap Rate will be the same for both portfolios. The Agreed Volume of the Portfolio A and the Agreed Volume of the Portfolio B (i. e. the distribution of the total portfolio between the priority axes) shall be proposed by the Tenderer as a part of the Bid. For both priority axis will amount allocation to Guarantee Instrument of the priority axis equals the amount of the Agreed Portfolio Volume by multiplying the Guarantee Rate and the Guarantee Cap Rate.

- 5.15. The Guarantee Instrument will be implemented in accordance with state aid rules, in particular in accordance in particular with the State aid scheme to support businesses in the wider area of social economy, published in the Commercial Bulletin 17. 5. 2018 (<https://www.justice.gov.sk/PortalApp/ObchodnyVestnik/Formular/FormularDetail.aspx?IdFormular=1873924>) and/or in accordance with any other aid scheme, which will apply to such an instrument.
- 5.16. The results of the implementation of the Guarantee Instrument will be regularly monitored and evaluated in order to obtain feedback on the course of fulfilment of defined objectives. As part of the monitoring results of implementation of the Guarantee Instrument will be recognized the following measurable indicators, the targets include all financial instruments that are the subject of financing, not only Guarantee Instrument for the social economy:

<b>Output Indicators</b>			
<b>Name in the Operational Programme</b>		<b>Meaning in the context of financial instruments</b>	<b>The total target value for all Financial instruments together</b>
<b>Priority 3</b>	The number of supported micro, small and medium-sized enterprises (including cooperative enterprises, enterprises of the social economy)	The number of Eligible Enterprises to which a loan was provided. <sup>6</sup>	1336
	The unemployed, including the long-term unemployed	People who have been hired by the enterprise before the loan came to maturity and who, up to the date on which they were hired by the enterprise, had been registered with the Labour Office as unemployed. <sup>7</sup>	4756
	The long-term unemployed	People who have been hired by the enterprise before the loan came to maturity and who, up to the date on which they were hired by the enterprise, had been registered with the Labour Office as unemployed for	3329

<sup>6</sup>Planned indicators of achievement and outputs in the social economy is related to the need to track the number of supported enterprises, following the adoption of Law no. 112/2018 Coll. on the social economy and social enterprises. "(Methodology for the Determination of Measurable Indicator Values, p. 39)

<sup>7</sup>"Persons without work, available for work and actively seeking work who are registered at Labour Offices and participating in activities of the OP HR. Employment status is determined on the date of entry into the project. " (Methodology for the Determination of Measurable Indicator Values, p. 35)

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<b>Output Indicators</b>			
<b>Name in the Operational Programme</b>		<b>Meaning in the context of financial instruments</b>	<b>The total target value for all Financial instruments together</b>
		more than 12 months. <sup>8</sup>	
	Persons over 50 years of age	People who have been hired by the enterprise before the loan came to maturity and who, on the date on which they were hired by the enterprise, were over 50 years old. <sup>9</sup>	1189
	Persons with primary (ISCED 1) or lower secondary (ISCED 2) education only	People who have been hired by the enterprise before the loan came to maturity and who, up to the date on which they were hired by the enterprise, had completed at most the second part of primary school education (including the ninth grade). <sup>10</sup>	1427
	The employed, including the self-employed	People over 15 years who have been already been employed in the enterprise at the time when it was granted a loan, or have themselves been self-employed and were granted a loan. <sup>11</sup>	1866
<b>Priorit v Axis</b>	The number of enterprises receiving	The number of Eligible Enterprises to which the loan was provided and which employ residents of selected Roma settlements or urban Roma neighbourhoods. <sup>12</sup>	10

<sup>8</sup> "Persons who are without work, available for work and actively seeking work while being registered at Labour Offices for more than 12 months who received ESF support. Employment status is determined on the date of entry into the project." (Methodology for the Determination of Measurable Indicator Values, p. 36)

<sup>9</sup> "Persons over the age of 50 who received ESF support. The age of the participant is calculated from their date of birth and determined on the day of their entry into the project activities." (Methodology for the Determination of Measurable Indicator Values, p. 36)

<sup>10</sup> "Persons with primary (ISCED 1) or lower secondary (ISCED 2) education, which received ESF support. Educational attainment is determined by the date of accession participant in the activities of the project, indicating the highest level of education successfully." (Methodology for the Determination of Measurable Indicator Values, p. 37)

<sup>11</sup> "Employed persons are persons aged 15 years and over who perform work for wages, for profit or family gain or when they are at work, but they have a job or business from which temporarily absent due to e. g. to illness, holidays, industrial dispute, education or training and participating in activities of the OP HR.

Self-employed persons with a business, farm or professional practice are also considered working if one of the following applies:

1 person working in their own business, farm or professional practice, for the purpose of making a profit, even if the company makes no profit

2. a person who is dedicated to the operation of business, farm or professional practice, even if not carried out any sale of, or provided any professional services or was not actually produced anything.

3. The person who founded the enterprise, farm or professional practice." (Methodology for the Determination of Measurable Indicator Values, p. 37)

<sup>12</sup> "The number of enterprises receiving financial support other than grants in the form of loans, interest subsidies, loan guarantees, venture capital or other financial instrument. Subgroup "The number of enterprises receiving support." (Methodology for the Determination of Measurable Indicator Values, p. 80)



<b>Output Indicators</b>		
<b>Name in the Operational Programme</b>	<b>Meaning in the context of financial instruments</b>	<b>The total target value for all Financial instruments together</b>
financial support other than grants		
Increase in the employment of persons from the Marginalised Roma Communities in the enterprises supported	The number of newly created jobs (in terms of full-time equivalents) for residents of selected Roma settlements or urban Roma neighbourhoods. <sup>13</sup>	51

<b>Result indicators</b>		
<b>Name in the Operational Programme</b>	<b>Meaning in the context of financial instruments</b>	<b>The total target value for all financial instruments</b>

Selected municipalities are listed in Annex 8 to the operational program a list of municipalities - a simplified underdevelopment zone index PO5 (<https://www.employment.gov.sk/sk/esf/programove-obdobie-2014-2020/operacny-program-ludske-zdroje/revizia-op-ludske-zdroje/>)

<sup>13</sup> "Gross new jobs in supported businesses created specifically for the persons from the MRC." (The methodology to determine the values of parameters, p. 77) The selected villages are given in Annex 8 to the operational program a list of municipalities - a simplified underdevelopment zone index PO5 (<https://www.employment.gov.sk/sk/esf/programove-obdobie-2014-2020/operacny-program-ludske-zdroje/revizia-op-ludske-zdroje/>)

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<b>Result indicators</b>			
<b>Priority 3</b>	The number of supported micro, small and medium-sized enterprises (including cooperative enterprises, enterprises of the social economy) that are operating one year after the granting of the support	The number of Eligible Enterprises to which a loan was provided and which are operating at least one year after having received the loan. <sup>14</sup>	1069
	Participants who are employed at the time of departure, including the self-employed	People who have been hired by the enterprise before the loan came to maturity and who previously were not working (although they may not have been registered with the Labour Office as unemployed), and who remain employed in the enterprise for longer than one year. <sup>15</sup>	3793
	Participants who used the support to establish/maintain a job, including self-employment, and who are employed at the time of departure, including the self-employed	Self-employed people to whom a loan was granted, and who are still working as self-employed for more than one year after having received the loan. <sup>16</sup>	2829
	Participants who maintained a job six months after departure	People who have been hired by the enterprise before the loan came to maturity and who previously were not working (although they may not have been registered with the Labour Office as unemployed), and who remain employed in the enterprise for more than eighteen months. <sup>17</sup>	2037

<sup>14</sup> "The number of supported micro, small and medium-sized enterprises (including cooperatives and social economy enterprises) [...] Planned outcome indicators and outputs in the social economy is related to the need to track the number of supported holdings following the adoption of Act No. 112/2018 Coll. the social economy and social enterprises." (Methodology for the Determination of Measurable Indicator Values, p. 41)

<sup>15</sup> "Unemployed or inactive persons who received ESF support and who are employed, including self-employment represents immediately after departure from the ESF project. Departure is understood as "within one month after the date of departure of the person from the ESF project".

Note: The value of the indicator will count the participants who managed to employment including self-employment represents over longer participate in the operation, provided that they are employed, including self-employment represents the time-out." (Methodology for the Determination of Measurable Indicator Values, p. 38)

<sup>16</sup> "Persons who used the ESF support for job creation or job retention or establishment, respectively. maintaining self-employment and are employed, including self employment immediately after leaving the project. Departure is understood as "within one month after the date of departure of the person from the ESF project".

Note: The value of the indicator will count the participants who managed to employment including self-employment represents over longer participate in the operation, provided that they are employed, including self-employment represents the time-out." (Methodology for the Determination of Measurable Indicator Values, p.40)

<sup>17</sup> "Persons who used the grant to support the creation or job retention (except for self-employment represents) and employed six months after leaving the project. Departure is understood as "within one month after the date of departure of the person from the ESF project ." (Methodology for the Determination of Measurable Indicator Values, p. 40)

The complexity of the contract

- 5.17. The Contracting Authority does not allow the division of the subject of the contract into lots, since divided into lots is inefficient because of the existence of fixed costs associated with the organization of the activities of Financial Intermediaries in the implementation of Guarantee Instrument that the low value of the object of the contract will not be sufficient for the timely implementation of the financial instrument.
- 5.18. In terms of substantive division object of the contract also true that the implementation of mediation Guarantee Instrument Financial Intermediary takes place in accordance with the Financial Instruments Act and systems management of financial instruments which kind of contract do not permit distribution.
- 5.19. Contracting Authority to the extent possible approach allows operators to contract since the contract will be awarded to several successful Tenderer. The Contracting Authority shall ensure that sufficient competition between economic operators while preserving the flexibility necessary to achieve the objective pursued, namely the allocation of funds for the Guarantee Instrument in full.

Additional information

- 5.20. Due to the specific nature of the social economy, in which it may not be purely repayable aid is proportionate, the Ministry of Labour, Social Affairs and Family in the investment strategy of the Managing Authority undertook to make all necessary efforts in order to be a grant component by financial instruments for start-ups with insufficient equity or other provable if necessary. Preliminary practical result of this effort is the approval of the National plan of the "Investment aid for social enterprises - non-refundable component of the" Commission for the Monitoring Committee for the Operational Program Human Resources on 29. 6. 2018 ([http://www.partnerskadohoda.gov.sk/data/files/2100\\_op-lz\\_2018\\_6\\_15\\_ipsp.pdf](http://www.partnerskadohoda.gov.sk/data/files/2100_op-lz_2018_6_15_ipsp.pdf)). Support of this national project will be up to the exhaustion of the budget provided by the entity, which will be approved a loan of at least 20% of the total volume of the investment plan. If the national project will be approved by peer reviewers should be lowered to 1. 1. 2019.
- 5.21. Non-repayable assistance in the form of mentoring, help with the preparation of business plans and other services supporting infrastructure should be the Ministry of Labour, Social Affairs and Family of the investment strategy provided so that this help match the needs of successful development projects. The shaping of the consultancy infrastructure is taking shape in the form of the National Project "Institute for Social Economy" ([http://www.partnerskadohoda.gov.sk/data/files/1941\\_op-lz\\_2018\\_04\\_13\\_instutut-socialnej-ekonomiky.pdf](http://www.partnerskadohoda.gov.sk/data/files/1941_op-lz_2018_04_13_instutut-socialnej-ekonomiky.pdf)) Whose intention has been approved by the Commission for the Monitoring Committee for the Operational Program Human Resources on 28. 10. 2016 with changes plan approved on 26 4. 2018th
- 5.22. Other non-recurring resources, which will be completed with the support granted through Guarantee Instrument, provided within the program period by Operational Program Human Resources Ministry of the Interior, and to the 90 eligible firms, employing among other things, the inhabitants of marginalized Roma communities.

**6. The Order**

- 6.1. Result of the tender is the conclusion of the Guarantee Instrument (Annex no. 10 of this document) with at least one and at most two Tenderers who placed the order on the 1st (first) and 2nd (second)

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place where taxes Tenderers meeting the selection criteria mentioned herein and exceeded the minimum mark set in Art. 20:16. this document. The subject of the Guarantee Instrument would govern the rights and obligations of the Contracting Authority and the Financial Intermediary in the implementation of Guarantee Instrument in accordance with the provisions of ESIF, the Commission Delegated Regulation No. 480/2014 (hereinafter referred to as "CRD"), the Financial Instruments Act and governance of financial instruments.

- 6.2. The Maximum Allocation (limit of liability) of the Contracting Authority, on the basis of the Guarantee Instrument for each Financial Intermediary individually amounts to EUR 3 000 000.00. Bids in which the product of the total volume of the proposed cover the loan, the proposed Guarantee Rate and proposed a limit of liability exceeds this value will be excluded from the competition.
- 6.3. The maximum amount of technical assistance managed by each Financial Intermediary individually amounts to EUR 300 000.00.
- 6.4. The maximum amount of the interest subsidies managed by each Financial Intermediary individually amounts to EUR 2 550 000.00.
- 6.5. Given the above, the estimated cost determined as follows:  
The Maximum Allocation (limit of liability) Contracting Authority for one Financial Intermediary + maximum amount of support for one Financial Intermediary + maximum amount of interest subsidy to one Financial Intermediary = 3000 + 300 000.00 EUR 000.00 EUR 000.00 + 2550 = 5850 000.00.  
Just twice that amount (corresponding to two selected Financial Intermediary) = 2 x EUR 5 850 000.00 = 11 700 000 EUR.
- 6.6. Estimated cost is therefore EUR 11.7 million.

**7. Contract performance conditions**

- 7.1. The Financial Intermediary with whom the award of the Guarantee Instrument Contract.
- a) It accepts that the expected results of the implementation of the Guarantee Instrument shall be expressed through targets for indicators related to supported activities Priority Axis 3 and Priority Axis 6 of the Operational Program. The target value of the indicator will be at the height of the planned indicator values set out in the Operational Program, which corresponds to the allocation allocated to the Guarantee Instrument;
  - b) It accepts that in each individual calendar from 1 1 to 31 12 of that year the percentage of measurable indicators of performance equal to or higher percentage of total coverage of loans (in the contract "Portfolio Trigger Amount"), which has agreed to provide in the same calendar year;
  - c) before they approve the loan, through the Investment methodology assures that the client has the administrative, financial and operational capacity to meet its business plan, and through selection procedures and criteria of the Investment methodology ensures that the business plan will contribute to the achievement of specific objectives and results set measurable indicators
  - d) in order to achieve results in accordance with paragraph. c) a Financial Intermediary is entitled, but not obliged, to amend the investments methodology of the procedures established by the Managing Authority for the assessment of demand-driven projects
  - e) It will adhere to the contractually specified conditions of the European Code of Conduct for the provision of micro-credit from the European Commission  
([http://ec.europa.eu/regional\\_policy/sources/thefunds/doc/code\\_bonne\\_conduite\\_sk.pdf](http://ec.europa.eu/regional_policy/sources/thefunds/doc/code_bonne_conduite_sk.pdf))

- f) adopted a commitment to undergo the audit authorities of the Member State of the European Commission and the European Court of Auditors, and undertakes in this regard to provide maximum cooperation to the requirements of these bodies;
- g) It is not followed or not maintained business relationships with entities that are based in countries not included in the list of countries with which the Slovak Republic has concluded an international treaty on avoidance of double taxation or an international agreement on the exchange of information relating to taxes, or countries that are contractual partners of an international treaty containing provisions on the exchange of information for tax purposes in a similar range, which was issued by the Ministry of Finance in accordance with § 2. x) of the Act no. 595/2003 Coll. Income Tax, as amended;
- h) it is based and is not followed or not maintained business relationships with entities based in the territory, whose jurisdiction does not cooperate with the European Union in the application of internationally agreed tax standards;
- i) will comply with the terms NDF II on combating fraud and conditions resulting from the Contract with the Managing Authority and Intermediate Body of the Treaty and the legislation governing the use ESIF, in particular the conditions for monitoring, reporting, disclosure and auditing;
- j) follow generally binding EU legislation and Slovakia concerning the prevention of money laundering, combating tax fraud and the fight against terrorism.

## **8. Communication**

- 8.1. The communication between the Contracting Authority and the Interested Parties/Tenderers is performed exclusively electronically through the IT system of Electronic Public Procurement ver. 18.0 of the Public Procurement (the "EVO"), including all its functionalities. The IS EVO is available at: <https://www.uvo.gov.sk/portal-systemu-evo-5f5.html>.  
  
The instructions for the Interested Party/Tenderer are described in the manuals for the Interested Party/Tenderer, published at the EVO portal page in the menu item Manuals (Príručky – <https://www.uvo.gov.sk/viac-o-is-evo/prirucky-5f7.html>).
- 8.2. All communication and information exchange between the Contracting Authority and the Interested Parties/Tenderers is performed so as to ensure data integrity and guarantee the protection of confidential information and personal data given in the tender.
- 8.3. The Bid and/or other papers and documents in public procurement shall be submitted in Slovak language through the EVO.
- 8.4. Where necessary, the Interested Party/Tenderer electronically ask for help with work on the EVO mailing address helpdesk: [helpdesk\\_evo@uvo.gov.sk](mailto:helpdesk_evo@uvo.gov.sk) or on tel. call +421 2 50264 370
- 8.5. Requests for additional explanation or submitted documents or Bids will be sent to Tenderers by EVO. Tenderers submit an explanation as well through the EVO, if not directly in the application otherwise.
- 8.6. In the case of unsuccessful Tenderers in public procurement for failure to participate or not the requirements of the Contracting Authority on the subject of the contract procedure or failure to comply with the requirements set out in the notice or in the contract documents, the Contracting Authority shall notify the Tenderers by EVO.
- 8.7. The term "service" referred to in the Public Procurement Act and tender documentation is in the EVO torque delivery, which is identical to the moment of sending electronic messages within the EVO. Reading e-Government within the EVO Tenderers or authority has relevance to the moment of delivery.

## **9. The Determination of deadlines**

According to the Public Procurement Act, if the period is specified in days, it does not include the day when the event determining the start of the period occurred. Periods specified in weeks, months or years will expire at the end of the day, the name of which coincides with the day when the event determining the start of the period occurred, and if there is no such day in the given month, then the period ends on the last day of the month. If the end of the period falls on a Saturday or on a public holiday, it shall be extended until the next working day.

## **10. Explanations**

- 10.1. Providing clarifications and other communication (henceforth "Information") between the Contracting Authority and the Interested Party/Tenderer will be carried out electronically, through the EVO.
- 10.2. Any of the Interested Parties may ask the Contracting Authority for clarification of the information necessary for drawing up Bids and to establish requirements are met in accordance with § 48 of the Public Procurement Act only through EVO. Instructions for submitting questions are listed at: <https://www.uvo.gov.sk/viac-o-is-evo/videonavody-5f9.html>.
- 10.3. The Contracting Authority recommends to the Interested Parties that they deliver the request for clarification well in advance. An application shall be deemed as having been delivered well in advance if received by the Contracting Authority in such time that the Contracting Authority is able to ensure delivery clarifications no later than six days before the Tender submission deadline pursuant to § 48 of the Public Procurement Act.
- 10.4. The request must contain a clear identification of the Interested Party (in particular: business name, registered office and address, telephone contact, e-mail address, contact person, etc. - as required by the functionality of the information system EVO).
- 10.5. The Contracting Authority shall provide answers to all the questions submitted by all the registered Interested Parties through the EVO portal no later than six days before the Tender submission deadline (Art. 13.11), provided that the clarification is requested by an Interested Party well in advance.
- 10.6. If the explanation of the information necessary to prepare a tender or to demonstrate compliance with the participation requirements is not requested by the Interested Party well in advance or it is insignificant for the Bid preparation, the Contracting Authority is not obliged to extend the Tender submission deadline.
- 10.7. The Contracting Authority may make changes to the documents required to prepare a tender or to demonstrate compliance with the participation requirements. If it is a substantial change in these documents Contracting Authority reasonably extended Tender submission deadline.

## **11. Economic Operator, Interested Party, Tenderer**

- 11.1. The Open Procedure is open to any natural or legal person or association of such persons (hereinafter referred to as "a group of suppliers") which provide services on the market and meet the requirements herein.
- 11.2. If the Bid submitted by a groups of suppliers in any combination of the above, the group of economic operators is obliged to submit the declaration on joint participation signed by all parties and attach it to the Bid, including the name of the person authorized to communicate with the Contracting Authority and to carry out legal acts on behalf of all the members of the association. Authorized



representative acts on behalf of the group of suppliers shall be binding for the Contracting Authority. Written authorization must be signed by all the members of the association which submits the Bid.

- 11.3. A group of suppliers participating in public procurement demonstrates the fulfilment of the personal standing of the Tenderer pursuant to Art. 2.17 for each member of the group of suppliers separately. A group of suppliers demonstrates the fulfilment of the public procurement participation requirements relating to financial and economic standing, technical capability and/or professional competence for the group as a whole.

## **12. Time and Place for the Provision of the Contract Matter**

- 12.1. The place of performance of the Guarantee Instrument Contract is the Slovak Republic.
- 12.2. The period of performance of the Guarantee Instrument Contract is until 31st December 2023.
- 12.3. Certain provisions of the Guarantee Instrument remain in force even after the period of performance specified in Art.12.2., in particular, the conditions for monitoring, reporting, disclosure and auditing. These provisions will be defined in detail in the Guarantee Instrument Contract.

## **13. Drafting, Submitting and Opening the Bids**

- 13.1. All papers and documents Bids must be drawn up electronically and sent through the system EVO. On production of documentary forms of Bids, the Tenderer does not fulfil the conditions for submission of Bids in respect of the communication format and determined way and will be disqualified. The Contracting Authority notes that the work with the system EVO binding and determining the applicable guidelines and manuals, freely available on the EVO website in the menu item Manual (<https://www.uvo.gov.sk/viac-o-is-evo/prirucky-5f7.html>).
- 13.2. The Tenderer submits a bid in electronic form through the IS EVO in which Bids pursuant to Art. 13:11 this document. When submitting a Tenderer's bid follows the manuals published on the website IS EVO in the menu item Manual (<https://www.uvo.gov.sk/viac-o-is-evo/prirucky-5f7.html>).
- 13.3. Tenderers submitting their offers fully and unreservedly accepts all the conditions of the Contracting Authority regarding the tender referred to in the Notice and this document.
- 13.4. Each Tenderer may submit only one tender. Tenderer can not be in the same award procedure also a member of a group of suppliers that submit Bids. The Contracting Authority of a Tenderer who is also a member of a group of suppliers.
- 13.5. The Tenderer is bound by his Bid within its tender. Its tender period runs from the date stated for receipt of Bids until the expiration of its tender deadline set by the Contracting Authority. Bid 's validity is determined by the Contracting Authority on 31.12.2019. The Bid 's validity may be extended accordingly by Contracting Authority, in particular with regard to the possible revision of procedures under the Public Procurement Act. Extension of time its tender Contracting Authority Tenderers are notified through EVO.
- 13.6. If the menu contains confidential information, the Tenderer in the Bid visibly marked. The Contracting Authority recommends the bid submitted in accordance with this document contains Tenderers prepared "List of confidential information 's identification number, paragraph number, paragraph and text containing confidential information.
- 13.7. The tender must include the following tender documents:
- a) Identification of Tenderer and Tenderer declarations (according to the Annex No. 1).

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- b) Documents proving that the participation requirements (Art. 17.2.18th and Art. 19.)
  - c) The completed form implementation plan and the fulfilment of the financial instrument character (as defined in Annex no. 2)
  - d) The completed form Tenderer Experience with the implementation of similar financial instruments (according to Annex no. 3)
  - e) The completed form Expertise and experience of the team members (according to Annex no. 4)
  - f) Document identification methodology and the ratings
  - g) The completed form Reliability of the methodology for identification and assessment of clients (according to Annex no. 5)
  - h) The completed form conditions for clients, including pricing policy (according to Annex no. 6)
  - i) Affidavit to the processing of personal data (according to Annex no. 9)
  - j) List of confidential information (as defined in Annex no. 8) Tenderers are drawn pursuant to paragraph 13.5. this document. If the Tenderer fails to submit such a list, it is understood that the Tenderer Bid free confidential information,
  - k) The document proposed measures to align interests and to mitigate potential conflicts of interest.
  - l) The completed form of mobilization of private resources (according to Annex no. 7)
  - m) Declaration on joint participation in the case of a group of suppliers (if applicable) (according to art. 11.2 of this document)
  - n) Power of attorney of the person to submit a bid and communicate in the tender on behalf of the Tenderer (if applicable) (according to art. 11.2 of this document).
- 13.8. The Contracting Authority recommends that the Interested Parties submit their Bids well in advance before the Tender submission deadline. Prior to the Tender submission deadline pursuant to Art. 13:11 this document, the Bid submitted may be still be added to, amended or withdrawn by the Tenderer.
- 13.9. A Bid must comply and must be submitted in accordance with the following conditions:
- a) The Bid must be complete and contain all the documents and annexes referred to in Art. 13.6 .;
  - b) The Bid must be submitted in due time by the deadline defined in Art.11.13 .;
  - c) Documents and papers must be submitted in Slovak language. If a proof or a document is drawn up in a foreign language, it shall be submitted together with the official translation into Slovak state language; this does not apply to Bids, proposals, papers and documents drawn up in the Czech language. If a difference is found in the content, the official translation into the Slovak language is decisive;
  - e) All of the amounts referred to in the documents and papers Bids must be expressed in Euro (EUR). The conversion of other currencies is to be done using the annual average exchange rate of the ECB (European Central Bank) for the given calendar year as the conversion rate. For the 2018, the ECB exchange rate at the date of publication of the notice in the Official Journal of the EU.
- 13.10. The Interested Party may use the "European Single Procurement Document" according to § 39 of the Act on Public procurement (see <https://www.uvo.gov.sk/legislativametodika-dohlad/jednotny-europsky-dokument-pre-verejne-obstaravanie-553.html>) as specified in Art. 17.3. of this



documentation. The Contracting Authority declares that the information required as a participation requirement (part IV: Conditions of participation Section A to D exclusively) in the European Single Procurement Document is limited to a single question only, to be answered by a yes or no: Global Indication to for all Selection Criteria). That is, the Interested Party may only complete the section: Global Indication to for all Selection Criteria, part IV of the Single European document without having to complete other sections of part IV, relating to financial and economic standing, technical and professional capacity.

**13.11. The Tender submission deadline December 10<sup>th</sup> 2018 at 12:00.**

13.12. The EVO does not allow submit a Bid after the Tender submission deadline.

13.13. Costs for preparation and submission of Bids The Tenderer shall bear no entitlement to any payment or reimbursement by the Contracting Authority.

13.14. The Contracting Authority pursuant to § 40 paragraph. 4 of the Public Procurement Act request the Tenderers through the EVO to clarify or supplement the documents presented whenever the submitted documents is not possible to assess their validity or fulfilment of the participation requirements. If the Contracting Authority determines a longer period, the Tenderer will deliver clarify or supplement the documents submitted within two working days of your request, if the communication is made by electronic means.

13.15. The Tenderer, a group of suppliers participating in the contract, demonstrated to participate:

- concerning the personal situation of economic operators (Art. 17.2.) For each member separately.
- concerning the financial and economic standing (Art. 18), for all group members together.
- related to technical or professional qualification of Tenderers (Art.19.) for all group members together.

To provide the services demonstrating a member of the group in respect of that part of the object of the contract to be provided.

**14. Reasons for Exclusion from the Open Procedure**

14.1. The Contracting Authority excluded pursuant to § 40 paragraph. 6 of the Public Procurement Act Open Procedure Tenderer if:

- a) failed to comply with the participation requirements.
- b) submitted invalid documents; invalid documents are documents which expired period of validity,
- c) provide information or documents that are false or altered so that do not reflect reality.
- d) He tried to improperly influence public procurement procedure,
- e) He attempted to obtain confidential information that would provide an unfair advantage.
- f) identified conflicts of interest in accordance with § 23 of the Public Procurement Act can not be removed by other effective measures,
- g) on the basis of reliable information, the Contracting Authority is reasonable suspicion that the Tenderer will be concluded public contracts with other operators deal anticompetitive
- h) in assessing the competence of the members of the proposed Financial Intermediary proven identify conflicting interests which may negatively affect the performance of the contract.

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- i) did not submit a written request for clarification or amendment submitted documents within a specified period.
  - j) not submitted by written application documents are replaced by a single European documents within a specified period.
  - k) not replace another person by means of showing compliance with the participation of financial and economic standing and technical competence and proficiency that meets the specified requirements within the specified period by another person who meets the specified requirements.
  - l) supplant subcontractor who does not comply with the requirements specified by contracting entities to new subcontractors that meets the specified requirements, the deadline under § 41 paragraph. 2 Public Procurement Act.
- 14.2. Tenderers acknowledge that with respect to the necessity of verifying the truthfulness and accuracy of the data referred to in the documents Tenderers All the Contracting Authority is in the process of evaluation of Bids entitled:
- a) to invite external experts in the evaluation process of Bids;
  - b) invite the auditors to verify the conformity of information (facts) contained in the submitted tender.
- 14.3. Tenderers are required to verify the truthfulness and accuracy of the data in accordance with Art. 14.2.provide Contracting Authority and entities referred to in Art. 14.2. reasonable assistance. Failure to provide cooperation under this article may be grounds for excluding Tenderers from public competition according to § 40 paragraph. 6 point c) of the procurement.

**15. The Process and Stages of the Open Procedure**

The Open Procedure is divided into the following stages (along with a brief description of activities at each stage):

- 1. The launch of the Open Procedure** – The Open Procedure is launched on the day of publication of the Open Procedure Notice in the Supplement to the Official Journal of the European Union (Art. 4.).
- 2. Answering the Tenderers' questions** - The Contracting Authority will provide answers to any questions by the Interested Parties concerning the Open Procedure (Article 10.).
- 3. Submission of the Bids** - The Tenderer submitted a bid with all attachments and relevant documentation in accordance with Art.13.6.followed by the date specified in Art.13.11.
- 4. Opening the Bids** - Commission to open a menu in the order in which they were submitted by the Tender submission deadline referred to in Article. 13.11.Opening of Bids electronically through the EVO means making them available to the Commission. On the electronic opening of Bids, Tenderers can participate through its / his statutory / statutory body / bodies, respectively. It may be represented by a person authorized to attend the opening of Bids for Tenderers. Tenderer (natural person), a statutory body or member of the statutory body of the Tenderer (legal entity) is established at the opening of Bids identity card and a document proving authorization to act on behalf of the Tenderer, for example. a valid extract from the Commercial Register. Authorized representative of the Tenderer is established identity card, a valid business registration certificate and powers of representation issued by statutory bodies and directors of the Tenderers. In the evaluation process of the Commission in accordance with § 53 of the Public Procurement Act and

among other things, at any time entitled to proceed in accordance with Art. 14.2. this document.

- 5. Checking the format and the completeness of the Bids** - The Commission will check whether the Bid meets the requirements of the format of the document and whether it is complete (Art. 13).
- 6. Evaluation of Bids** - The Commission shall evaluate offers in terms of meeting the requirements of the Contracting Authority on the subject of the contract and assign points to each criteria and sub-criteria:
  - I. The global quality criterion,
  - II. The global price criterion.
- 7. Verification of the fulfilment of the participation requirements** - The Commission will check whether the Tenderer meets the participation requirements for the implementation tendered under the Public Procurement Act (Art.107/02, 18, 19).
- 8. Conclusion of the Guarantee Instrument Contract with Tenderers** - The Contracting Authority enters into a Guarantee Instrument (Annex no. 10) with a maximum of 2 (two) Tenderers who have reached the highest number of points.

During Open Procedures, the Contracting Authority is entitled to keep checking whether there to fulfil any of the criteria for excluding Tenderers from competitions as defined in Art. 14ththis document.

## **16. Verification of the Fulfilment of the Participation Requirements**

- 16.1. The Commission will verify whether the Tenderer meet participation requirements (selection criteria).
- 16.2. Assessment requirements are met Tenderer shall be in accordance with § 66 paragraph. 7 of the Public Procurement Act carried out only after the evaluation of Bids pursuant to Art.20 of this document. The Commission will evaluate Tenderers to participate, which placed first, respectively. second place in the order. If the exclusion of the Tenderer or Tenderers are then evaluated to participate another Tenderer or Tenderers in the order so that the Tenderer placed first, respectively. second place in the newly assembled order to fulfil the participation requirements.
- 16.3. Assessment requirements are met Tenderer consists of checking the personal situation of economic operators (Art. 12.7), financial and economic standing (Art. 18) and the technical and professional capacity of Tenderers (Art. 19).
- 16.4. The Contracting Authority shall request the Tenderers through the EVO to clarify or supplement the documents if the submitted documents can not assess their validity or fulfilment of the participation requirements. If the Contracting Authority determines a longer period, the Tenderer will deliver clarify or supplement the documents submitted within two working days from the date of dispatch of the application.
- 16.5. The Contracting Authority shall request the Tenderers through the EVO to replace another person through which demonstrates technical competence or professional competence, if there are grounds for exclusion. If the Contracting Authority determines a longer period, the Tenderer is required to do so within five working days of receiving the request.
- 16.6. The Contracting Authority shall exclude from public contracts Tenderers if they actually filled according to § 40 paragraph. 6 or 7 of the Public Procurement Act. Tenderer will electronically through the EVO announced the elimination of the reason for exclusion and the period within which an objection may be filed.

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**17. Verification of the Personal Standing of Economic Operators**

17.1. The Tenderer must meet the following conditions personal status resulting from the Public Procurement Act:

	<b>Participation requirement</b>	<b>Evidence to demonstrate compliance with the participation requirements</b>
1	Tenderer, a statutory body, members of the statutory body, members of the supervisory body, if necessary. clerk has not been convicted of an offense of corruption, crime damaging the financial interests of the European Communities, offense of laundering proceeds of crime, the crime of establishing, plotting and supporting a criminal group, a criminal offense of establishing, plotting and supporting a terrorist group a crime of terrorism, and some forms of involvement in terrorism, crime of human trafficking, a crime which merits related to business or crime machinations in public procurement and public auction.	Fulfilment shall be proven according to § 32 paragraph. 2, para. 4, para. 5, § 152 paragraph. 1 (entry in the list of operators) or § 152 paragraph. 3 of the Public Procurement Act.
2	The Tenderer does not have outstanding payments for health insurance, social insurance and contributions to superannuation in the Slovak Republic or State of residence, place of business or habitual residence.	Fulfilment shall be proven according to § 32 paragraph. 2, para. 4, para. 5, § 152 paragraph. 1 (entry in the list of operators) or § 152 paragraph. 3 of the Public Procurement Act.
3	The Tenderer has tax arrears in the Slovak Republic or State of residence, place of business or habitual residence.	Fulfilment shall be proven according to § 32 paragraph. 2, para. 4, para. 5, § 152 paragraph. 1 (entry in the list of operators) or § 152 paragraph. 3 of the Public Procurement Act.
4	To property Tenderer has not been declared bankrupt, is not restructuring, is not in liquidation, nor was it stopped against bankruptcy proceeding for lack of assets or bankruptcy canceled for lack of assets.	Fulfilment shall be proven according to § 32 paragraph. 2, para. 4, para. 5, § 152 paragraph. 1 (entry in the list of operators) or § 152 paragraph. 3 of the Public Procurement Act.
5	The Tenderer is entitled to provide a service that is tendered.	Fulfilment shall be proven according to § 32 paragraph. 2, para. 4, para. 5, § 152 paragraph. 1 (entry in the list of operators) or § 152 paragraph. 3 of the Public Procurement Act.

6	The Tenderer has placed a ban on participation in public procurement confirmed the final decision in the Slovak Republic or State of residence, place of business or habitual residence.	Fulfilment shall be proven according to § 32 paragraph. 2, para. 4, para. 5, § 152 paragraph. 1 (entry in the list of operators) or § 152 paragraph. 3 of the Public Procurement Act.
7	The Tenderer has not committed in the previous three years from the announcement or commencement of demonstrable procurement serious misconduct in the field of environmental protection, social rights or Labour rights under special regulations, for which he was lawfully imposed sanction that can Contracting Authority and demonstrate.	The fulfilment of the conditions is not necessary to show any document; failure to prove to the Contracting Authority.
8	The Tenderer has not committed in the previous three years from the announcement or commencement of demonstrable procurement of serious professional misconduct which could Contracting Authority and demonstrate.	The fulfilment of the conditions is not necessary to show any document; failure to prove to the Contracting Authority.

- 17.2. The Tenderer can meet the above conditions prove personal status through the documents specified in the table under "documents proving the fulfilment of participation requirements" and / or submission of the single European document, which can be pre-Tenderer to replace documentation to demonstrate compliance with the participation requirements. If the Tenderer uses the European single document, the Contracting Authority may ensure the proper conduct of the Open Procedure at any time during the Tenderer may ask through the EVO on the document or documents are replaced by a single European documents. The Tenderer shall deliver documents Contracting Authority through the EVO within five working days of receipt of the application if the Contracting Authority or entity designated an extended period.
- 17.3. Inclusion on the list of operators is effective against any Contracting Authority and the information contained therein is not necessary in procurement procedures to verify. Contracting Authority for evaluating if requirements are met personal status verified by the Tenderer registration on the list of operators if the Tenderer failed to submit documents to satisfy the above conditions, status or other equivalent registration or certificate of registration under § 152 paragraph. 3 of the Public Procurement Act. Entry in the list of entrepreneurs conducted by the Public Procurement Act effective until 17 April 2016 (Act no. 25/2006 Coll.) Is the entry in the list of operators registered in the range of facts.
- 17.4. If the Tenderer seat, place of business or habitual residence outside the Slovak Republic and the State of residence, place of business or habitual residence does not issue any of the documents necessary to demonstrate compliance with the participation requirements or does not issue equivalent documents, they can be replaced by an affidavit by the regulations in force in the State its registered office, place of business or habitual residence.

**18. Verification of the Financial and Economic Standing**

	<b>Participation requirement</b>	<b>Evidence to demonstrate compliance with the participation requirements</b>
First	<p>Balance sheet total Tenderer (total asset value Tenderer by the end of the audited annual accounts) amounted at the end other end of the calendar year, an amount greater than 30 000 000,00 EUR.</p> <p><u>Justification adequacy:</u></p> <p><i>Amount of the required total assets is defined as twice the total loan portfolio, which creates a Tenderer based on the amount of funds NDF II granted the Guarantee Instrument, including options. Assuming a maximum limit amounting to a Guarantee Cap Rate of 25% of the portfolio, and at the anticipated maximum Guarantee Rate of 80% on each loan from the mentioned 25%, there will be an overall leverage of 5 times, thanks to which envisages the creation of a portfolio of loans totaling \$ 15 million 00 euros.</i></p> <p><i>Reasons for the minimum required balance sheet total as double the newly established loan portfolio is diversification and portfolio risk Tenderer in line with market standards; ie funds that are present financial instrument should not represent more than 50% of current balance sheet total of the Tenderer. The aim is to minimize concentration risk and unsystematic abnormal losses that would threaten in the event that the scope of the newly created portfolio of loans accounted for the bulk of total assets Tenderers. It is for the Contracting Authority Guarantee of adequate economic and financial viability of the Tenderer, as it requires legislation ESIF.</i></p> <p><u>legislation:</u></p> <p><i>§ 33 paragraph. 1 point c) of Act no. 343/2015 Coll. on Public Procurement amending and supplementing certain acts as amended</i></p> <p><i>Art. 7 paragraph 1 point b) of the Commission Delegated Regulation 480/2014 ..</i></p>	<p>The financial statements for the year 2017th</p>

- 18.1. The Tenderer can demonstrate the financial and economic standing by using the financial resources of another person pursuant to § 33 paragraph. 2 Public Procurement Act.
- 18.2. To convert other currencies are converted prices into euro according to the annual average exchange rate of the ECB (European Central Bank) for the calendar year. For 2018 the ECB exchange rate at the



date of publication of the contract notice in the Official Journal of the EU.

**19. Verification of the Technical and Professional Capacity of Tenderers**

	<b>participation requirement</b>	<b>Evidence to demonstrate compliance with the participation requirements</b>
First	<p>The Tenderer has adequate capability and capacity to perform financial instrument, including the organizational structure and governance framework (planning, setting, communication, monitoring progress by objective, risk management and management control).</p> <p>To fulfil this condition, the Tenderer is required to:</p> <p>a) Specify the organizational structure, including its graphic form, together with a brief description of the activities of the department, whose job is to</p> <ul style="list-style-type: none"> <li>- Planning</li> <li>- Communication / promotion</li> <li>- Risk management</li> <li>- lending</li> <li>- debt recovery</li> <li>- Monitoring and control.</li> </ul> <p>b) Provide a list of organizational units that will participate in the Facility (including existing and planned unit), along with a description of their responsibilities, they have not been described in a) above</p> <p>c) Provide a list of subcontractors who will participate in the implementation of the agreement and provide a brief description of their responsibilities;</p> <p>d) In the case of contractors, or part of a delegation of tasks to subcontractors, describe the structure of the links established between suppliers / subcontractors and the way of managing, allocating tasks, communication and monitoring progress in the implementation of contracts.</p> <p><u>Justification adequacy:</u></p> <p><i>The reason for requiring the prescribed conditions for participation is a demonstration of the ability to realize the extent of the services required in determining the extent and quality.</i></p> <p><i>In accordance with paragraph. 1 point c) Article 7 of Commission Delegated Regulation no. 480/2014 must be in the</i></p>	<p>Original internal regulations or relevant documents signed by the statutory body or a certified photocopy, the content of which corresponds to point a) -d).</p>

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	<p><i>selection of Financial Intermediaries met the following participation requirement - the ability to carry out adequate financial instrument, including the organizational structure and governance framework, providing the necessary reassurance to the Contracting Authority.</i></p> <p><u>legislation:</u></p> <p><i>§ 34 paragraph. 1 point d) of Act no. 343/2015 Coll. on Public Procurement amending and supplementing certain acts as amended.</i></p> <p><i>Art. 7 paragraph 1 point c) of the Commission Delegated Regulation 480/2014.</i></p>	
Second	<p>The latter uses an effective and efficient internal control system. To fulfil this condition, the Tenderer is required to have in place</p> <p>a) risk management system, which includes</p> <ul style="list-style-type: none"> <li>- The process of identification, assessment and prioritization of risks</li> <li>- a list of risks to which the Company is exposed</li> <li>- process for their mitigation;</li> <li>- the position of manager responsible for risk management</li> </ul> <p>b) internal control system corresponding to the size of the organization, which includes</p> <ul style="list-style-type: none"> <li>- power regular internal controls / audit, or audit in accordance with the internal procedures of the Tenderer</li> <li>- issue findings and recommendations from these inspections / audits</li> <li>- retain documentation of these checks / audits</li> <li>- respect for the principles of objectivity and independence</li> </ul> <p>c) a set of measures to prevent money laundering activities.</p> <p><u>Justification adequacy:</u></p> <p><i>The reason for requiring the prescribed conditions for participation is a demonstration of the ability to realize the extent of the services required in determining the extent and quality, in accordance with the Code of Good Conduct for Microcredit Providers European Commission.</i></p> <p><i>In accordance with paragraph. 1 point d) Article 7 of Commission Delegated Regulation no. 480/2014 must be in the</i></p>	Original internal regulations or relevant documents signed by the statutory body or a certified photocopy, the content of which corresponds to point a) -c).



	<p><i>selection of Financial Intermediaries met the participation requirement - effective and efficient internal control system.</i></p> <p><u>legislation:</u></p> <p><i>§ 34 paragraph. 1 point d) of Act no. 343/2015 Coll. on Public Procurement amending and supplementing certain acts as amended.</i></p> <p><i>Art. 7 paragraph 1 point d) of the Commission Delegated Regulation 480/2014.</i></p>	
Third	<p>The latter uses an accounting and reporting system providing accurate, complete and reliable information in a timely manner, and</p> <p>A in the range:</p> <ul style="list-style-type: none"> <li>a) Profit and loss statement (profit and loss)</li> <li>b) balance sheet</li> <li>c) Daily snapshot of the loan portfolio (including its revolving part) within             <ul style="list-style-type: none"> <li>- the volume of loans</li> <li>- repayment of the principal amount of loans granted</li> <li>- outstanding principal amount of loans granted</li> <li>- amount of interest paid on loans granted</li> <li>- the volume of non-performing loans</li> <li>- volume recovery in the context of non-performing loans</li> </ul> </li> </ul> <p>B. in accordance with the requirements of the Act no. 431/2002 Coll. Accounting, and International Accounting Standards.</p> <p>Accounting system along with the system of reporting will provide information on transactions and volume to the extent that is necessary to ensure continuous monitoring and monitoring the flow of funds related to the implementation of the financial instrument. In keeping with the terms of monitoring and reporting under EU legislation and the Slovak Republic concerning financial instruments, it is necessary that the system knows to provide relevant information in a timely manner, so that the Tenderer able to meet deadlines reporting in accordance with the legislation and provide authority to be able to audit financial instruments necessary information upon request.</p> <p><u>Justification adequacy:</u></p> <p><i>The reason for requiring the prescribed conditions for participation is a demonstration of the ability to realize the</i></p>	<p>Original internal regulations or relevant documents signed by the statutory body or a certified photocopy the contents of which documents the use of the accounting and reporting system within the scope of points A.-B.</p>

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	<p><i>extent of the services required in determining the extent and quality.</i></p> <p><i>In accordance with paragraph. 1 point e) Article 7 of Commission Delegated Regulation no. 480/2014 must be in the selection of Financial Intermediaries met the participation requirement - use accounting system that provides accurate, complete and reliable information in a timely manner.</i></p> <p><u>legislation:</u></p> <p><i>§ 34 paragraph. 1 point d) of Act no. 343/2015 Coll. on Public Procurement amending and supplementing certain acts as amended.</i></p> <p><i>Art. 7 paragraph 1 point e) of the Commission Delegated Regulation 480/2014</i></p>		
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19.1. The Tenderer can demonstrate the technical competence or proficiency to use technical and professional capacity of another person pursuant to § 34 paragraph. 3 of the Public Procurement Act.

19.2. To convert other currencies are converted prices into euro according to the annual average exchange rate of the ECB (European Central Bank) for the calendar year. For 2018 the ECB exchange rate at the date of publication of the contract notice in the Official Journal of the EU.

**20. Evaluation of Bids**

20.1. Bids evaluation by the Commission is not public. The Commission shall evaluate offers in terms of meeting the requirements of the Contracting Authority on the subject of the contract and in case of doubt, verify the accuracy of the information and evidence provided by the Tenderers.

20.2. If the Commission identifies discrepancies or ambiguities in the information or evidence provided by the Tenderer, seek through the EVO clarification Bids and if necessary also to present evidence. All explanation can lead to a change. Bids for change does not eliminate obvious errors in writing and arithmetic.

20.3. The Tenderer must be delivered through the EVO written explanation of its Bid within two working days from receipt of the application, if the Commission did not determine a longer period.

20.4. The Commission appointed by the Contracting Authority evaluate the submitted Bids on the basis of information that Tenderers bring the menu. The Contracting Authority is only offered if:

- a) The Bid does not comply with the subject matter set forth herein and in the Notice.
- b) Tenderer within the statutory period has not received a written explanation to Bid based on the requirements of paragraph 1 § 53 of the Public Procurement Act,
- c) All Tenderers submitted an explanation is not its content in accordance with the requirements of paragraph 1 § 53 of the Public Procurement Act,
- d) Tenderer has not received a written justification for extremely low Bid within five working days of receipt of the application, if the Commission did not determine a longer period.

- e) Tenderers submitted an explanation exceptionally low Bids and evidence justifying sufficiently low level of price or costs, in particular with respect to matters under paragraph 2 of § 53 of the Public Procurement Act,
  - f) Tenderer provided false or distorted information which materially affects the evaluation of Bids,
  - g) Tenderer tried to improperly influence public procurement procedure.
- 20.5. For the evaluation of Bids are specified criteria, which belongs to a certain number of points to be assigned to Tenderers on the content and quality of the proposals.
- 20.6. The evaluation of the Bids is the responsibility of the Commission, which is obliged to select the most economically advantageous tender.
- 20.7. The Commission shall evaluate offers in terms of economic benefit from the information contained in the above-mentioned forms / documents in accordance with the following evaluation criteria:
- 20.8. The global quality criterion will be evaluated by the Commission on the basis of the following criteria:
- A. The implementation plan and fulfilment of the character of the financial instrument
  - B. The experience of the Tenderer with the implementation of similar financial instruments
  - C. Expertise and experience of the proposed team members
  - D. Comprehensive and reliable methodology for identifying and assessing clients
  - E. Measures to align interests and to mitigate potential conflicts of interest
  - F. Conditions for clients, including pricing policy
- 20.9. The global price criterion will be evaluated by the Commission on the basis of the following criteria:
- G. Mobilisation of private resources
- 20.10. The above-described Award Criteria have been established in accordance with the requirements of the Commission Delegated Regulation 480/2014.
- 20.11. To meet those criteria for which can be determined by an independent, objective standard, points will be allocated on the basis of a comparison Tenderer with this standard.
- 20.12. To meet those criteria, where clear independent, objective standard set is not possible, points will be allocated on the basis of a comparison Tenderer each other.
- 20.13. The final score for each criterion will be rounded to two decimal places according to mathematical rules. This means that all numbers are skipped for the second rounding digit number after the decimal point; the latter figure is also adjusted according to the numbers that follow it - so that the rounded figure, followed by a number less than five remains unchanged, while the rounded figure, followed by number five or number greater than five, the It increases by one.
- 20.14. The procedure for menu creation, content of individual criteria and concrete evaluation method (allocation of points) is described in more detail below.
- 20.15. Tenderers will receive points for each criterion and then will Bid sorted from the best to the worst in terms of economic benefit.

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- 20.16. In case 2 (two) or more Tenderers was assigned to the same total number of points and is in alignment Tenderers for the purposes of concluding contracts of Guarantee Instrument proceeds as follows:
- I. In the first step, the preference offer, which received a higher score in the criterion of the implementation plan and the fulfilment of the financial instrument character
  - II. Even if the stop criterion for the implementation plan and the fulfilment of the financial instrument character amount to two or more offers the same level in terms of economic benefit, puts the emphasis on the Bid that was assigned a higher score in the criterion of expertise and experience of the proposed team members.
- 20.17. The maximum possible number of points that you can get the tender is 120 points.
- 20.18. The minimum mark, which an Tenderer must achieve in order to hold Treaty could be sealed, is 60 points, ie 50% of the maximum possible number.

**21. The Global Quality Criterion**

**21.1. The implementation plan and the fulfilment of the financial instrument character**

- 21.1.1. For the assessment of this criterion Tenderer shall complete the form in the Annex No. 2 this documentation.
- 21.1.2. The form consists of three parts:
- a) The Total Volume of Covered Loans
  - b) The Timetable of Loan Provision
  - c) The Measurable Indicators' Fulfilment Plan
- 21.1.3. *The Justification for the Criterion:*
- 21.1.4. *From the perspective of the Contracting Authority and in terms of the MA is very important to implement the most funding from the allocation for financial instruments - and as quickly as possible. At the same time, however, the Contracting Authority is required to meet program objectives of the Operational Program Human Resources, expressed measurable indicators, thus ensuring that projects contribute to the achievement of specific objectives and results of the priority axis, and carry forth the obligation of Financial Intermediaries. Just these measurable indicators is a specific financial instrument - in other words, by the ability to fulfil these indicators fulfils the obligation to take into account the nature of the financial instrument, in line with the initial chapeau of Article. 7 paragraph 2 of the Commission Delegated Regulation 480/2014.*
- 21.1.5. *Regarding sustainable development indicators, the value of the weighted average of the individual percentages proposed a target value, so as not to be relatively poor performance indicators overlay demanding exorbitant fulfilling relatively less demanding.*

a) The Total Volume of Covered Loans

21.2. The scoring is created as follows:

21.3. The Tenderer who undertakes to provide Covered Loans in the amount falling within the maximum interval set by the boundary values of the Guarantee Rate and the Guarantee Cap Rate, namely EUR 15 000 000 or more, will be awarded 5 points.

21.3.1. The scoring of the remaining Tenderers will be determined by the following formula:

$$\text{Number of points} = \frac{\text{the proposed Total Volume of Covered Loans}}{15\,000\,000\ \text{EUR}} \times 5$$

21.3.2. *Note: This part of the form is also intended to table a proposal for allocating the Total Volume of Covered Loans between the Agreed Volume of the Portfolio A and the Agreed Volume of the Portfolio B. The proposed distribution is not subject to assessment, but it is a compulsory part of the Bid and will be contractually binding for the Tenderers.*

a) The Timetable of Loan Provision

21.3.3. In evaluating this criterion initially valued separately volumes that will implement each Tenderer in each period (until 31. 12. 2019 to 31. 12. 2023).

21.3.4. In evaluating each period, the Tenderers' Bids will be arranged in a sequence from the best to the worst, with the best Bid will be considered the one that will contain the highest amount of loans for the given period, the second best bid will be considered the one that will contain the second highest volume of loans for the given period, and so on up to the worst offer, which will contain the lowest amount of loans during the period. The best Bid will be assigned the ranking position 1, the second best 2, and so on up to the worst offer, which will be assigned a ranking position n (where n is the number of Tenderers).

21.3.5. The number of points for each period will be determined by the ranking position in the above sequence according to the following formula:

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$$\begin{aligned} \text{Number of points for each period} &= \\ &= \left( 1 - \frac{(\text{the Tenderer's ranking} - 1)}{\text{the number of Tenderers}} \right) \times 2 \end{aligned}$$

- 21.3.6. Note: "The Total Volume of Covered Loans" is reflected in the contract as the Total Agreed Portfolio Volume.
- 21.3.7. The assessment shall also take into account the relative importance of an earlier implementation through a coefficient associated with each period. These period coefficients will be determined by the following table:

<b>Period</b>	<b>Period coefficient</b>
from 1. 1. 2019 to 31. 12. 2019	1
from 1. 1. 2020 to 31. 12. 2020	0.8
from 1. 1. 2021 to 31. 12. 2021	0.6
1 1 2022 31 12 2022	0.4
from 1. 1. 2023 to 31. 12. 2023	0.2

- 21.3.8. The total score for the criterion will be determined by the weighted sum of the scores for each period according to the following formula:

$$\begin{aligned} & \text{Number of points} = \\ & = \sum \text{Period coefficient} \times \text{Number of points for the given period} \end{aligned}$$

21.3.9. *Note: The volumes in different periods are reflected in the contract as a percentage of the Total Volume of Covered Loans (termed the "Total Agreed Portfolio Volume" in the contract), under the name "Portfolio Trigger Amount".*

b) *The Measurable Indicators' Fulfilment Plan*

21.3.10. In this section, the object of evaluation will be the average ratio measurable indicators' fulfilment, which will be obtained as follows.

21.3.11. Separately for the output indicators' table and for the outcome indicators' table, the average performance ratio will be calculated according to the following formulas:

$$\begin{aligned} & \text{Average output performance ratio} = \\ & = \frac{\text{Sum of the output values proposed}}{\text{Sum of the target output values}} \end{aligned}$$

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$$\begin{aligned} \text{Average outcome performance ratio} &= \\ &= \frac{\text{Sum of the outcome values proposed}}{\text{Sum of the target outcome values}} \end{aligned}$$

21.3.12. The Tenderer who will reach the average ratio of 2 or more for both of the tables will obtain a total of 10 points.

21.3.13. The scoring of the remaining Tenderers will be determined by the following formula:

$$\begin{aligned} \text{Number of points} &= \\ &= (\text{Average output performance ratio} + \text{Average outcome performance ratio}) \times 2,5 \end{aligned}$$

21.3.14. *Note: There will be a contractual commitment for each year to fulfil a percentage of the proposed values of measurable indicators which will be equal to the yearly percentage of Total Volume of Covered Loans to which the Tenderers committed in section b) above.*

21.4. Tenderer experience with the implementation of similar financial instruments

21.4.1. For the assessment of the criterion, the Tenderers shall fill in the form in the Annex No. 3 of this documentation.

21.4.2. The form consists of two parts:

- a) Source of funds
- b) The volume of loans provided in the previous implementation of a financial instrument.

21.4.3. *The Justification for the Criterion:*

21.4.4. *The evaluation of the experience the Tenderer with the implementation of the financial instruments proposed introductory passages of the Article 7 paragraph 2 of the CRD. Commission guidelines for the selection of Financial Intermediaries further specify that it does not have to be a financial instrument financed by the European Structural and Investment Funds (ESIF), but a "similar" instrument. For this reason, both the experience and the similarity will be evaluated.*



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- 21.4.5. *As for the similarity, the key characteristic of the financial instruments of ESIF is their contribution to program objectives, i. e. non-financial indicators. This involves the need for the ability to monitor and report on the implementation of these instruments and results achieved.*
- 21.4.6. *Various types of sources of finance require various levels of such capabilities and therefore in the course of evaluation they will be assigned a similarity coefficient according to how similar are the monitoring and reporting obligations for the given financial source.*
- 21.4.7. *With zero experience in implementing the Tenderer does not get any points, so the coefficient is zero. The second lowest level is the implementation of instruments from their own resources, since such implementation is not associated with the obligation to report to the provider of funds. Sources of commercial financial institutions without special monitoring of non-financial targets are on the next level of score, because they are associated with at least the obligation of reporting financial results. Finally, different types of public resources, or sources with a social purpose beyond financial results are the highest scoring because they share this critically important aspect ESIF.*
- 21.4.8. *With regard to the actual experience with such instruments, in terms of the evaluation it is clearly relevant how much finance Tenderers actually provided on the market.*
- 21.4.9. *Since the evaluation of experience with similar instruments have an impact both of these dimensions mentioned, both are included in the process of awarding points.*
- 21.4.10. In evaluating this criterion, the procedure will be as follows:
- 21.4.11. Based on the data in the table) Source of funds, the Tenderer will be assigned a similarity coefficient according to the following table:

<b>Source of funds</b>	<b>Source similarity coefficient</b>
None	0
Own	1
Commercial	1.5
Public and semi-public	2

- 21.4.12. Next, based on the data in Table b) The volume of loans provided in the previous implementation of a financial instrument, the ratio of the previous volume and of the proposed volume will be calculated according to the following formula:

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$$\begin{aligned} & \text{The ratio of the previous volume and of the proposed volume} = \\ & = \frac{\text{The volume of loans provided in the previous financial instrument implementation}}{\text{the proposed Total Volume of Covered Loans}} \end{aligned}$$

- 21.4.13. For the Tenderer, for whom the ratio of the last and the proposed amount reaches a value of 5 or more, the number of points will be obtained by the following formula:

$$\begin{aligned} & \text{Number of points} = \\ & = \text{Source similarity coefficient} \times 5 \end{aligned}$$

- 21.4.14. The score of the remaining Tenderers is calculated using the following formula:

$$\begin{aligned} & \text{Number of points} = \\ & = \text{Source similarity coefficient} \\ & \quad \times \text{The ratio of the previous volume and of the proposed volume} \times 1 \end{aligned}$$

- 21.5. The expertise and experience of the proposed team members
- 21.5.1. For the purpose of evaluating this criterion, the Tenderer shall fill in the form in the Annex no. 4 of this documentation.
- 21.5.2. *The Justification of the Criterion:*
- 21.5.3. *The criterion fulfils of one of the requirements of introductory part of the Art. 7 paragraph 2 of the CRD and at the same time it is deeply relevant given the particular nature of the social economy. By fulfilling this criterion, the Tender will demonstrate that they really do have knowledge of this area and are able to work in it. The rating will assign a maximum number of points to a candidate whose average team members have 5 years of experience in the area or more.*
- 21.5.4. *For the purposes of this criterion, a member of the team is considered to be a person working for the Tenderer whose job description consists mainly of one of the following activities:*
- a) *client acquisition*
  - b) *expert verification of the eligibility of the client (if eligibility is not being demonstrated purely through the client self-declaration)*
  - c) *evaluation of the client's positive social impact of the client (if such impact is one of the qualitative criteria in the course of assessment of the loan applicant)*
  - d) *work with the clients in the form of the technical preparation of future investments for the benefit of the client.*
- 21.5.5. *The Team members whose expertise and experience will be evaluated are to be chosen by the Tenderer themselves. It is recommended that from all the team members those are chosen for evaluation whose expertise and experience are the greatest. The Tenderer may name at most five team members and at least 0 (zero) in the table.*
- 21.5.6. *The object of evaluation will be the total number of years of practice of the team members in the field the social economy.*
- 21.5.7. *For the purpose of this criterion, the practice in the field of the social economy is considered to be work consisting of 0.5 of a full time equivalent or more, which consisted of:*

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- (i) *field-based social work*
- (ii) *provision of social services*
- (iii) *work for a non-profit organization providing services of general benefit, civic associations, foundations, or non-investment funds*
- (iv) *lending to social economy*
- (v) *distribution of grants social economy*

21.5.8. *Note that by providing the names of the team members, the Tenderer agrees that these members will be during the implementation of the Instrument participate in one or more of the activities a) -d) at the level of work consisting of 0.5 of a full time equivalent or more; in the event of termination of cooperation with a team member, the Tenderer agrees to replace them within three months with a new members with the same or more experience in the social economy as the experience that the departed team member had at the time of the selection, up to the limit of five years.*

21.5.9. The scoring procedure will be as follows:

21.5.10. First, the experience of each member of the team will be assessed separately, with each team member of five years of practice or more bringing 5 points to the Tenderer.

21.5.11. For the remaining team members, points will be allocated for each individual team member according to the following formula:

$$\begin{aligned} \text{Number of points for a given team member} &= \\ &= \frac{\text{Number of years of practice}}{5} \times 5 \end{aligned}$$

- 21.5.12. The total number of points will be determined as the sum of points for the team members, thus

$$\begin{aligned} & \text{Number of points} = \\ & = \text{the sum of the number of points for the individual team members} \end{aligned}$$

21.6. Comprehensive and reliable methodology for identifying and assessing clients

- 21.6.1. For the evaluation of this criterion, the Tenderers shall:

- a) prepare and submit a separate document, which they pledge to observe, entitled The methodology of identification and evaluation of clients (hereinafter referred to as the "Investment methodology");
- b) fill in the form Reliability of the methodology for identifying and evaluating clients in the Annex No. 5 of this documentation.

21.6.2. *The Justification for the Criterion:*

- 21.6.3. *Criterion is required by Art. 7, para. 2 point a) CRD. Its specific content based on the nature of the activities in the implementation of the financial instrument, thus placing loans on the market, and the main characteristics of this process, as it carries a prudent manager.*

- 21.6.4. *As this is a criterion which by definition does not only quantitative data, it must be zobjektivizovat' requirement that the Tenderer did not fulfil the conditions purely formal - the Investment Methodology was indeed comprehensive in terms of CRD.*

- 21.6.5. *On the other hand, in terms of sub-criteria that can be quantified, evaluation is based on knowledge of similar selection processes abroad, as well as the knowledge of market conditions lending.*

- 21.6.6. *Regarding the assessment of the reliability of the Investment methodology, the percentage of non-performing loans is an obvious measure. The evaluation was determined with respect to the historical figure of non-performance also provides an idea of the extent to which will be implemented warranty means of ESIF. If the rate of non-performance reaches 20% of the portfolio and more, it follows that provide absolutely all means ESIF allocated to the instrument, which would mean the least efficient use of public resources, and therefore the value is marginal - at the rate of non-performance of 20% of the portfolio and more will Tenderer awarded o (zero) points. It will also be o (zero) points allocated to the Tenderer who has built a portfolio of eligible undertakings and therefore can not demonstrate fulfilment of the criteria, the purpose of which is to determine the*

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*reliability of the methodology for identifying and evaluating those Eligible Enterprises. On the other hand, the maximum number of points obtained by the Tenderer in which the proportion of non-performing loans 0% of the portfolio. For the remaining Tenderers, points will be awarded in proportion to the position between 0% and 20% of non-performing loans.*

a) The comprehensiveness of the methodology for the identification and assessment of clients

21.6.7. In assessing the comprehensiveness of the Investment methodology, the quality of the following subsections of the document submitted will be subject to evaluation:

M.1. The main stages of the loan granting process

M.1.1. Client acquisition

M.1.2. Processing of loan applications

M.1.3. The mechanism of appeal in case of refusal of credit

M.1.4. The process of concluding the contract

M.1.5. Monitoring of repayments

M.1.6. Termination of the contractual relationship

M.2. The process of evaluation of the loan applicants

M.2.1. Exclusion criteria

(Eg. tax arrears, arrears of social insurance contributions, distraintment proceedings against the applicant; overdue liabilities of more than 90 days to the financial institution, etc.)

M.2.2. Quantitative criteria

(E.g. liquidity, profitability liability, etc.).

M.2.3. Qualitative criteria

(Eg. the positive social impact of the client, management skills, business and credit history, the quality of financial statements, etc.)

M.2.4. The resulting identification of the client

(identifying whether the loan would have been granted to the client even without the use of the Guarantee Instrument – an “already bankable client” or the loan would not have been granted without the Guarantee Instrument, but will be granted when the Guarantee Instrument is used – a “newly bankable clients”.)

M.2.5. Rules of valuation of the collateral (security)

M.2.6. Means of verifying eligibility beyond the client self-declaration (in cases where eligibility is not a given, because of the client’s status as a registered social enterprise)

21.6.8. In evaluating this criterion, first, the subsections M.1.1. - M.2.6. of the Investment methodology as described above will be individually evaluated.

21.6.9. In evaluating each subsection, the Tenderers’ Bids will be arranged in sequence from the best to the

worst, with the best bid will be considered the one that compared to the other most closely matches the best market practices in the field of social economy. The best Bid will be assigned a ranking position 1, the second best 2, and so on up to the worst offer, which will be assigned a ranking position n (where n is the number of Tenderers).

21.6.10. The number of points for each individual subsection will be determined by the ranking position in the above sequence according to the following formula:

$$\begin{aligned} \text{Number of points for each subsection} &= \\ &= \left( 1 - \frac{(\text{Tenderer's ranking position} - 1)}{\text{Number of Tenderers}} \right) \times 2 \end{aligned}$$

21.6.11. The total score criteria will be determined by the sum of the scores for the individual subsections.

b) Reliability of the methodology for identifying and assessing clients

21.6.12. In assessing the reliability of the Investment methodology according to the relevant form, the procedure will be as follows:

21.6.13. The Tenderer for whom the share of the volume of non-performing loans in the portfolio is greater than 20% will be allocated to 0 (zero) points.

21.6.14. The scoring of the remaining Tenderers will be determined by the following formula:

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$$\begin{aligned} & \text{Number of points} = \\ & = \left( 1 - \frac{\text{the ratio of the non - performing loans to the total portfolio volume}}{0,2} \right) \times 5 \end{aligned}$$

21.7. Measures to align interests and to mitigate potential conflicts of interest

21.7.1. For the purposes of the evaluation of this criterion, the Tenderer shall prepare and submit a separate document, which they pledge to observe, entitled Proposed measures to align interests and to mitigate possible conflicts of interest (the "Measures").

21.7.2. The Measures will be judged by the quality of the mechanism of preventing conflicts of interest in these stages of implementation of the financial instrument:

O.1. Decision-making on the approval of the Covered Loans

O.2. Recoveries from the Covered Loans

21.7.3. *The Justification for the Criterion:*

21.7.4. *Criterion is required by Art. 7 paragraph 2 point f) CRD. At the same time it is a logical requirement of a prudent manager of public funds, as the behavior of Financial Intermediaries is the use of these public funds reach, and therefore it is necessary to take care to align his interests with those of the administrator - so to avoid "moral hazard", in which the presence of Guarantees It causes too risky behavior mediator.*

21.7.5. In evaluating this criterion, first, each subsection O.1. - O.2. of the Measures as described above will be assessed individually.

21.7.6. In evaluating each subsection, the Tenderers will be arranged in sequence from the best to the worst, with the best Bid considered to be the one that compared to the others most closely matches the best market practices. The best Bid will be assigned a ranking position 1, the worst Bid n (where n is the number of Tenderers).

21.7.7. The number of points for each individual subsection will be determined by the ranking position in the above sequence according to the following formula:



$$\begin{aligned} \text{Number of points for each subsection} &= \\ &= \left( 1 - \frac{(\text{Tenderers ranking position} - 1)}{\text{Number of Tenderers}} \right) \times 6 \end{aligned}$$

21.7.8. The total score of the criteria will be determined by the sum of the scores for the individual subsections.

21.8. Conditions for clients, including pricing policy

21.8.1. Tenderer shall fill in the form in the Annex No.6 of this documentation.

21.8.2. The form consists of five parts:

- a) The size of fees for the client
- b) The maximum interest rate (EURIBOR + margin)
- c) Reduction in interest compared to a standard product
- d) Reduce collateral requirements compared to a standard product
- e) client protection

21.8.3. *The Justification for the Criterion:*

21.8.4. *Criterion is required by Art. 7 paragraph 2 point c) CRD. It is also the key characteristics regarding the fulfilment of the purpose of the tool, which is to promote the social economy. The accommodating conditions for the client, the more said the purpose of information.*

- a) The size of fees for the client

21.8.5. When scoring this section, each fee will be evaluated, separately for the columns "at least" and "at most". Subsequently, the points allocated to Tenderers for the various fees will add up to the overall score for this section.

21.8.6. The scoring is created as follows:

21.8.7. The Tenderers which proposed at most zero value for the given fee and column, will be awarded 1 point

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for that fee and column.

21.8.8. The remaining Tenderers will receive points according to the following formula:

$$\begin{aligned} \text{Number of points for the given fee and column} &= \\ &= \frac{\text{the lowest non – zero value of the fee proposed}}{\text{the value of the fee proposed by the Tenderer}} \times 0,5 \text{ points} \end{aligned}$$

21.8.9. The total score for this criterion will be determined by the following formula:

$$\begin{aligned} \text{Number of points} &= \\ &= \text{the sum of points for all the fees and columns} \end{aligned}$$

b) The maximum interest rate (EURIBOR + margin)

21.8.10. When scoring this part, first, the proposed margin for each type of client and loan will be assessed individually.

21.8.11. The Tenderer who proposes the lowest positive value for the given margin will receive 5 points.

21.8.12. The Tenderers who do not propose a positive value for the given margin will be awarded zero points.

21.8.13. The remaining Tenderers will receive points for a given margin determined by the following formula:

$$\begin{aligned} \text{Number of points for the given margin} &= \\ &= \frac{\text{the lowest value for the given margin proposed}}{\text{the value proposed by the Tenderer for the given margin}} \times 5 \text{ points} \end{aligned}$$

21.8.14. The total score will be calculated as the mean of the scores for each margin, using the following formula:

$$\begin{aligned} \text{Number of points} &= \\ &= \frac{\text{the sum of the Tenderer's points for each of the margins}}{\text{the number of margins proposed by the Tenderer}} \end{aligned}$$

c) Reduction in interest compared to a standard product

21.8.15. The score for this part will be determined by the following formula:

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$$\begin{aligned} & \text{Number of points} = \\ & = \frac{\text{the proposed interest rate reduction in comparison to the normal product}}{100 \%} \times 5 \end{aligned}$$

d) Reduction of collateral requirements compared to a standard products

21.8.16. The scoring will be determined by the following formula:

$$\begin{aligned} & \text{Number of points} = \\ & = \frac{\text{the proposed reduction in the collateral requirements in comparison to the normal product}}{100 \%} \times 5 \end{aligned}$$

e) client protection

21.8.17. The score for this part will be determined by the following tables:

	Score
--	-------

Does the client have a right to cancel the contract with the Tenderer within 14 days or to early repayment without penalty up to the same date?	
No	0
Yes	1

Does the Tenderer has a mechanism for dealing with customer complaints?	Score
No	0
Yes	1

## **22. The Global Price Criterion**

### **22.1. Mobilisation of private resources**

22.1.1. The Tenderer shall fill in the form in the Annex No.7 of this documentation.

22.1.2. The form consists of two parts:

- a) Guarantee Rate for individual loans
- b) Guarantee Cap Rate for the whole portfolio

22.1.3. *The Justification for the Criterion:*

22.1.4. *Criterion is required by Art. 7 paragraph 2 point d) CRD.*

22.1.5. *Meanwhile, in view of the need to comply with state aid rules, in particular Article. 21 paragraph. 13a. d) Regulation No. 651/2014 block exemption, the maximum limit for the Guarantee Rate and the Guarantee Cap Rate of 80% and 25% respectively.*

22.1.6. *In terms of the said article and paragraph DNK speaking, the lower values below those limits requires the Tenderer, the more funds for loans accounted for every one euro Guarantees, and therefore the more private resources are mobilized.*

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22.1.7. *Since the Guarantee Rate on individual loans and the Guarantee Cap Rate for the whole portfolio together determine the highest possible payment for which the Contracting Authority may be contingently liable, and since the Contracting Authority is not going to provide any fees, commissions, interest or other expenses related to services and other forms of rewards the selected Tenderers, the evaluation of the said the Guarantee Rate on individual credits and of the Guarantee Cap Rate is considered to be the evaluation of the price criterion.*

a) Guarantee Rate for individual loans

22.1.8. The score for this part will be determined by the following formula:

$$\text{Number of points} = \left( 1 - \frac{\text{Guarantee Rate per loan proposed}}{80\%} \right) \times 5$$

22.1.9. *Note: Due to the State aid rules above, one of the requirements for subject matter that the Guarantee Rate cannot exceed 80%. Bids exceeding this value will be excluded, since they do not meet the requirements for the contract matter.*

b) Guarantee Cap Rate for the whole portfolio

22.1.10. The score for this part will be determined by the following formula:

$$\text{Number of points} = \left( 1 - \frac{\text{Guarantee Cap Rate proposed}}{25\%} \right) \times 5$$

- 22.1.11. *Note: Due to the State aid rules above, one of the requirements for the contract matter is that the Guarantee Cap Rate may not exceed 25%. Potential supply over this value will be assigned zero points and the Tenderer will have to accept a maximum of 25% mentioned as a specific condition of the contract. Bids exceeding this value will be excluded, since they do not meet the requirements for the contract matter.*
- 22.1.12. *Note: The product of the proposed Guarantee Rate, the proposed Guarantee Cap Rate, and the Agreed Volume of the Portfolio A will be established as the contractually binding Guarantee Cap Sum A; The product of the proposed Guarantee Rate, the proposed Guarantee Cap Rate, and the Agreed Volume of the Portfolio B will be established as the contractually binding Guarantee Cap Sum B.*

### **23. Information on the Bid Evaluation Results**

- 23.1. If not to the presentation of documents proving fulfilment of participation conditions before Contracting Authority after evaluation of Bids will evaluate compliance with the participation requirements of Tenderers who were placed first and second in the order. If the exclusion of the Tenderer or Tenderers evaluated subsequently to participate another Tenderer or Tenderers in order so that the Tenderers placing first and second in the ranking of newly fulfil the conditions for participation provided that there is a sufficient number of Tenderers. The Contracting Authority shall request the Tenderers through the EVO to submit documents proving the fulfilment of conditions for participation within not less than five working days from receipt of the request and evaluates them according to § 40 of the Public Procurement Act.
- 23.2. The Contracting Authority after evaluation of the Bids and after sending all notification of unsuccessful Tenderers shall immediately notify through the EVO any Tenderer whose tender is evaluated, the result of evaluation of Bids, including the ranking of the Tenderers at the same time publish information on the outcome of the evaluation of Bids and ranking of the Tenderers in the profile. The successful Tenderer or Tenderers shall be informed through the EVO that his Bid or accept the offer. Unsuccessful Tenderers notified through the EPP system that failed and the reasons for rejection of his tender. Unsuccessful Tenderers information on the outcome of tender evaluation shall also identify the successful Tenderer or Tenderers information on the characteristics and benefits of accepting an Bid or solicitation and the period within which an objection can be served.

### **24. Conclusion of the Guarantee Instrument Contract**

- 24.1. After evaluation, the Contracting Authority will conclude a Guarantee Instrument Contract with at least one and at most two Tenderers placed in order in the 1st (first) to (second) place if at least one Applicant has exceeded the minimum point limit set in Art. . 20:18.
- The Contracting Authority enters into a Guarantee Instrument Contract with at least one and at most two Tenderers who placed the order on the 1st (first) and 2nd (second) place where the given Tenderers meet the participation requirements and requirements for the subject matter set forth herein and exceeded the minimum mark set in Art. 20:18. This document, first sixteenth day after the dispatch of information about the outcome of the award pursuant to § 55 of the Public Procurement Act, if not received a request for remedy if a request for correction was received after the deadline under § 164 paragraph. 3 of the Public Procurement Act or if objections have been received pursuant to § 170 of the Public Procurement Act.
- 24.2. Successful Tenderers are required to provide the Contracting Authority proper cooperation in accordance with § 56 paragraph. 8 of the Public Procurement Act.
- 24.3. In the event that the Guarantee Instrument Contract is concluded with the Tenderer, which is a group



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of suppliers, all members of the group of suppliers will be jointly and severally responsible for the performance of the Guarantee Instrument Contract.

- 24.4. The contracting authority may not enter into a Tender Guarantee Instrument with a Tenderer who is required to register with the public sector partners' registry<sup>33</sup>) and is not registered in the public sector partners' registry<sup>34</sup>) or whose subcontractors or subcontractors under a separate regulation, <sup>33</sup>) who are required to register with the public sector partners' registry<sup>33</sup>) and are not registered in the public sector partners' registry <sup>34</sup>).
- 24.5. The Contracting Authority at the time of conclusion of the Guarantee Instrument requires successful / successful Tenderer / Tenderers details of the person authorized to act as a subcontractor within the scope name, residential address, date of birth.

**25. Cancellation of the Award Procedure**

- 25.1. The Contracting Authority shall cancel the contract award procedure used for the reasons stated in § 57 paragraph. 1 of the Public Procurement Act. The Contracting Authority may also be used to cancel the award procedure for the reasons stated in § 57 paragraph. 2 Public Procurement Act.
- 25.2. The Contracting Authority shall immediately notify all Interested Parties/Tenderers through the EVO used to cancel the award procedure, stating the reason and communicate the procedure to be used in awarding the contract to the original subject matter.

**26. Confidentiality of the Procurement Process and Personal Data Protection**

- 26.1. If the Tenderer considers any communication or part of the Bids for confidential information in accordance with § 22 of the Public Procurement Act and hopes that her Contracting Authority in confidence, it must be made clear in the relevant part of the communication or Bid and explain briefly what the consequences could have her any third parties.
- 26.2. If the Contracting Authority does not agree that communication or part of the Bid should be confidential because of its general nature or for any other reason, Tenderers will be asked to withdraw his declaration of confidentiality. If the Tenderer fails to do so, the Contracting Authority shall decide on the confidential nature of the communication or any part of the Bid and accordingly will be followed by appropriate communication or dispose of the menu.
- 26.3. If the Contracting Authority agrees that any communication or of the menu labeled Tenderer is confidential, the Contracting Authority with it will be treated as confidential and unless otherwise indicated, it does not provide to the other Tenderers or to third parties. This does not affect the right of the Contracting Authority to provide such communications or part of the Bid to its employees, consultants and key stakeholders.
- 26.4. Tenderer for its participation in the tender agrees that in the event of success in the tender, will Bid its entirety as an integral part of the Guarantee Instrument, and as such may be subject to disclosure under the relevant legislation.
- 26.5. The Contracting Authority processes personal data in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the Act. 18/2018 on protection of personal data and amending certain laws (the "The Protection of Personal Data Act") for the evaluation of submitted tender pursuant to the Public Procurement Act. In accordance with § 53 of the Public Procurement Act Tenderer evaluates Commission established by the Contracting Authority.

- 26.6. Personal data supplied by the ' / the successful Tenderer may process the Contracting Authority for the purposes of performing the contract. The Contracting Authority publishes personal data to the extent specified by § 64 of the Public Procurement Act for a period of five years from the end of.
- 26.7. The Contracting Authority for the purposes of the Act no. 211/2000 on free access to information of responsible persons and disclose information to the extent specified by the provisions of § 5 of this Act.
- 26.8. Since the contract is financed from the ESIF, the Contracting Authority shall provide a complete dossier, including personal data provided by the Interested Parties and Tenderers to check the Managing Authority (Ministry of Labour, Social Affairs and Family SR) and intermediate bodies (Ministry of Interior). The complete dossier will be provided before concluding the contract with the successful Tenderer in accordance with § 169 paragraph. 2 of the Public Procurement Office for Public Procurement.
- 26.9. Identification and contact details of the responsible person of the Contracting Authority pursuant to the provisions of § 44 of the Protection of Personal Data Act are: Mgr. Patrícia Svrčková, tel .: +421 254653904, e - mail: psvrckova@pm.sk, postal address: PROCESS MANAGEMENT, sro Gaštanová 13, 811 04 Bratislava, Slovak Republic. Personal data of data subjects may be in ensuring the proper conduct of procurement processed by intermediaries PROCESS MANAGEMENT, Ltd., established Gaštanová 13, 811 04 Bratislava, ID: 36356794, as well as external legal counsel of the Contracting Authority, by Ruzicka Csekes Ltd., established High 2 / B, 811 06 Bratislava, ID: 36,863,360th
- 26.10. The person concerned has the right to the Contracting Authority without delay (i) fix incorrect personal data relating to him, (ii) the incomplete personal data, (iii) limit the processing, if the person think of the personal data and for a period enabling the Contracting Authority to verify the accuracy of the personal data; unless the processing is unlawful and the data subject objects to the deletion of personal data and calls instead limit their use; unless the Contracting Authority no longer needs the personal data for the purposes of the processing, but requires them to prove the, exercise or defense of legal claims.
- 26.11. The Contracting Authority is required to provide the person concerned with a confirmation that personal data are processed, to what extent and when processed, the person concerned has the right to access such personal data and information on (i) the purpose of the processing, (ii) the categories of the personal data concerned, (iii) the recipients or categories of recipients to whom the personal data have been or will be made available, in particular recipients in third countries or international organizations, (iv) where possible, the foreseen retention period of the personal data or, if this is not possible , the criteria for determining it, (v) the existence of the right to require the Contracting Authority to correct the personal data relating to the person concerned or to erase or restrict the processing thereof, or to object to such processing, (vi) to submit a complaint to the supervisory authority, (vii) , if personal data have not been obtained from the person concerned (viii) contact details of the responsible person of the Contracting Authority.
- 26.12. The person concerned has the right to obtain by the Contracting Authority without delay deletion of their personal data if any of the following reasons occurs: (i) personal data are no longer necessary for the purposes for which it was collected or otherwise processed, (ii) personal data processed unlawfully, (iii) personal data must be deleted in order to meet the legal obligation under EU law and Slovak law. The Contracting Authority is obliged to immediately delete the personal data of the person concerned if (i) the personal data are no longer necessary for the purposes for which it was collected or otherwise processed, and if (ii) the personal data processed illegally.
- 26.13. In the case of a personal data breach likely to lead to a high risk for the rights and freedoms of the person concerned, the Contracting Authority is obliged to notify the personal data breach to the person concerned without delay. The affected person may file a complaint with the Office for Personal Data Protection of the Slovak Republic, if it considers that it is directly affected in their rights provided by

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the Protection of Personal Data Act. Application initiating proceedings (complaint) shall include (i) the name, postal address and signature of the person concerned, (ii) identification of the person against whom the application is made with the name, surname, permanent residence or name, address and identification number, if assigned, (iii) the subject-matter of bearing rights that should be the processing of personal data breach, (iv) evidence to support the allegations contained in the proposal.

- 26.14. Any Interested Party or Tenderer which provided the Contracting Authority with personal information in the course of the process of awarding contracts, will ensure the fulfilment of the information obligations under § 19 and § 20 of the Personal Data Protection least the matters listed in section 26.5 of this document to all the persons involved personal data provided to Contracting Authority. The Tenderer confirms the fulfilment of the obligations under this paragraph by submitting an affidavit annexed no. 9 of this document. Mentioned same applies to the case when the Bid is submitted by a group of suppliers.

**27. Economic Competition**

- 27.1. By participating in the Open Procedure, the Tenderer
- 27.1.1. declares and confirms that throughout the course of the Open Procedure they will behave in accordance with the principle of preserving economic competition and in accordance with rules on the protection of economic competition under the Economic Competition Protection Act, and they will take all the steps necessary to prevent the occurrence of collusion in the Open Procedure – in particular, but not limited to, avoiding any discussion with other Tenderers or other third parties in the Open Procedure, which in any way would or could have the effect of restricting economic competition in the Open Procedure. The above applies not only in relation to the Tenderer, but also in relation to all of its employees, consultants, contractors and any other third persons involved directly or indirectly on its participation in the tender and bid preparation.
- 27.2. By participating in the Open Procedure, the Tenderer expresses an agreement that in the event of a serious suspicion that their behaviour is in contradiction to the Law on the Protection of Economic Competition, they may be excluded from the tender by the Contracting authority. In accordance with § 40 paragraph. 6 point g) of the Public Procurement Act, the Contracting Authority will exclude from the Open Procedure a Tenderer for whom the Contracting Authority gains well-supported information that they and another Economic Operator concluded an agreement distorting economic competition.

## 28. Definitions and Interpretation

<b>Team member</b>	A natural person proposed by the Tenderer, who will personally perform on of the following actions in the course of providing a loan:  a) client acquisition  b) expert verification of the eligibility of the client (if eligibility is not being demonstrated purely through the client self-declaration)  c) evaluation of the client’s positive social impact (if such impact is one of the qualitative criteria in the course of assessment of the loan applicant)  d) work with the clients in the form of the technical preparation of future investments for the benefit of the client.
<b>CRD</b>	Commission Delegated Regulation (EU) No. 480/2014 of 3 March 2014, amending the Regulation of the European Parliament and of the Council (EU). 1303/2013 laying down common provisions on the European Regional Development Fund, European Social Fund and the Cohesion Fund, the European Agricultural Fund for Rural Development and European national and Fisheries Fund and laying down general provisions on the European Regional Development Fund, European Social Fund Cohesion Fund and the European maritime and fisheries Fund
<b>Agreed Volume of the Portfolio A</b>	The part of the Total Volume of Covered Loans consisting of loans to Priority Axis 3 Enterprises.
<b>Agreed Volume of the Portfolio B</b>	The part of the Total Volume of Covered Loans, consisting of loans to Priority Axis 6 Enterprises
<b>Already Bankable Enterprise</b>	Eligible Enterprises to which the intermediary, on the basis of the Investment Methodology, would have provided a loan even without the use of the Guarantee Instrument.
<b>VAT</b>	Means value added tax.
<b>ESIF</b>	Means the European structural and investment funds.
<b>EURIBOR</b>	Means the interbank reference rate within the Economic and Monetary Union.
<b>Financial Instrument</b>	A measure of financial support provided by the European Union budget on an ancillary basis in order to achieve one or more specific policy objectives of the EU. Such tools may take the form of equity or quasi-equity investments, loans or guarantees or other risk-sharing instruments and, if necessary, can be combined with grants.
<b>Financial Intermediary</b>	An entity whose selection is subject to the Open Procedure and who will be responsible for providing loans to Eligible Enterprises; the portfolio of such loans will be covered by the Guarantee Instrument.

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<b>Investment Methodology</b>	The methodology for the identification and assessment of clients that Tenderer submitted as part of the Bid.
<b>Commission</b>	The Commission intended the Contracting Authority award, as well as other related operations in this tender.
<b>Contact point</b>	PROCESS MANAGEMENT, sro Gaštanová 13, 811 04 Bratislava, Slovak Republic
<b>Guarantee Cap Sum A</b>	The maximum amount that the NDF II undertakes to fulfil the Guarantee for the portfolio A and which is equal to the product of the Agreed Volume of the Portfolio A, the Guarantee Rate and the Guarantee Cap Rate.
<b>Guarantee Cap Rate B</b>	The maximum amount that the NDF II undertakes to fulfil the Guarantee for the portfolio B and which is equal to the product of the Agreed Volume of the Portfolio B, the Guarantee Rate and the Guarantee Cap Rate.
<b>Marginalised Roma Communities (MRC)</b>	Settlement under the simplified underdevelopment zone index PO5 as set out in the list of municipalities in Annex no. 8 to Operational Program ( <a href="https://www.employment.gov.sk/files/slovensky/esf/aktuality/priloha-8-zoznam-obci-zjednodusený-index-pasma-podrozvinutosti-po5.pdf">https://www.employment.gov.sk/files/slovensky/esf/aktuality/priloha-8-zoznam-obci-zjednodusený-index-pasma-podrozvinutosti-po5.pdf</a> )
<b>The Maximum Allocation</b>	The limit of liability of the Contracting Authority, on the basis of the Guarantee Instrument which for each Financial Intermediary individually amounts to EUR 3 000 000.00. This amount is not counted in technical support (maximum of 300 000 EUR) and interest subsidies (up to 2.55 million euros).
<b>Less developed regions</b>	Means the territory following higher territorial units (NUTS III) in the Slovak Republic: <ul style="list-style-type: none"> <li>i. Prešov region</li> <li>ii. Kosice region</li> <li>iii. Banská Bystrica Region</li> <li>iv. Žilina region</li> <li>in. Nitra region</li> <li>vi. Trenčín region</li> <li>vii. Trnava region.</li> </ul>
<b>The methodology to determine the values for the parameters</b>	Annex No. 6 to Operational Program methodology to determine the values of variables (all file attachments to <a href="https://www.employment.gov.sk/sk/esf/programove-obdobie-2014-2020/operacny-program-ludske-zdroje/revizia-op-human-resource/">https://www.employment.gov.sk/sk/esf/programove-obdobie-2014-2020/operacny-program-ludske-zdroje/revizia-op-human-resource/</a> )
<b>MRK</b>	See "Marginalized Roma communities (MRC)".
<b>NDF II</b>	By National Development Fund II., Inc., headquartered Grösslingová 44, 811 09 Bratislava, Slovak Republic, ID: 47759224, Tax ID: 2024083919, registered in the Commercial Register of the District Court Bratislava I, Section: Sa, File No. : 5948 / B, which is under the management and operation of Slovak Investment Holding,

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	as in accordance with the relevant agreements.
<b>Newly bankable enterprise</b>	Eligible enterprise, based on the identification by the Investment methodology, to whom the Intermediary could not provide a loan without the use of the Guarantee Instrument not provided, but is able to provide it with using his credit he gives.
<b>Operational programme</b>	Operational Program Human Resources, the Managing Authority is the Ministry of Labour, Social Affairs and Family of the Slovak Republic.
<b>Eligible enterprise</b>	An SME, which is undertaking the wider social economy according to § 5 par. 6 of the Social Economy Act; credit granted to such an undertaking can be included in the portfolio under warranty tool.
<b>Communication</b>	It has the meaning given in Article. 4.1. this document.
<b>Bid</b>	The proposal submitted by Tenderers in response to the announcement of the public tender, the Tenderer may submit by the deadline and in the required range.
<b>Priority Axis 3 Enterprise</b>	Legitimate business, regardless of the track and fill posts that are included in its business plan.
<b>Priority Axis 6 Enterprise</b>	Authorized company whose business plan involves the creation of at least one gross new jobs in full-time equivalents for members of marginalized Roma communities.
<b>Portfolio A</b>	Part of the total loan portfolio, which is within the Guarantee Instrument covered by funds from the Priority Axis 3 Employment Operational Program.
<b>Portfolio B</b>	Part of the total loan portfolio, which is within the Guarantee Instrument covered by funds from the Priority Axis 6 Technical equipment in municipalities with the presence of marginalized Roma communities Operational Program.
<b>Working day</b>	Day when banks are generally in Slovakia normally open for business, including foreign exchange transactions. A working day is not a day which is a public holiday or public holiday in Slovakia.
<b>Priority axis</b>	Priority Axis of the Operational Program Human Resources.
<b>PROCESS MANAGEMENT</b>	Contact person for the purposes of this Open Procedure, the company PROCESS MANAGEMENT, Ltd., located Gaštanová 13, 811 04 Bratislava, Slovak Republic, Company The number: 36356794, registered in the Commercial Register of the District Court Bratislava I, section:  Sro, no .: 40454 / B.



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<b>SIH</b>	Slovak Investment Holding Company, Inc., headquartered Grösslingová 44, 811 09 Bratislava, Slovak Republic, ID: 47759097, Tax ID: 2024091784, registered in the Commercial Register of the District Court Bratislava I, Section: Sa, File No. : 5949 / B which is the manager and operator of NDF II in accordance with the relevant agreements
<b>The Financial Instruments Management System</b>	The management system of financial instruments financed by the Cohesion Fund, the European Regional Development Fund and European Social Fund, available from:  < <a href="http://www.finance.gov.sk/Default.aspx?CatID=10235">http://www.finance.gov.sk/Default.aspx?CatID=10235</a> >
<b>Tenderer</b>	Entity applying for the subject of this Open Procedure and responsive to the Communication  the tender.
<b>Open Procedure</b>	The competition for the selection of Financial Intermediaries on the implementation of the Guarantee Instrument for the social economy.
<b>The Contracting Authority</b>	National Development Fund II (NDF II).
<b>General Regulation</b>	Regulation of the European Parliament and of the Council (EU). 1303/2013 laying down common provisions on the European Regional Development Fund, European Social Fund and the Cohesion Fund, the European Agricultural Fund for Rural Development and European national and Fisheries Fund and laying down general provisions on the European Regional Development Fund, European Social Fund Cohesion Fund and the European maritime and fisheries Fund
<b>Guarantee Rate</b>	The percentage of single loan that is backed Guarantees, until the volume of non-performing loans reached the Guarantee Cap Rate.
<b>Guarantee Cap Rate</b>	The percentage of the portfolio that is covered by the Guarantee Instrument.
<b>The Financial Instruments Act</b>	Act No. 323/2015 Coll. on financial instruments financed by the European structural and investment funds and on amendments to certain laws.
<b>The Social Economy Act</b>	Act No. 112/2018 Coll. on social economy and social enterprises and amending certain laws
<b>The Public Procurement Act</b>	Act No. 343/2015 Coll. on Public Procurement amending and supplementing certain acts as amended.
<b>Guarantee Instrument</b>	The Guarantee Instrument for the social economy.  A measure of financial support provided in accordance with this documentation,



	the Guarantee Instrument Contract and applicable EU legislation.
<b>Covered Loan</b>	A loan included in the portfolio of loans covered by the Guarantee Instrument.
<b>Interested Party</b>	An entity which at the present time is not a Tenderer, but which proceeds in accordance with selected provisions of this documentation (e.g., Art. 9 "Explanations").
<b>Guarantee Instrument Contract</b>	Agreement of on a Capped Guarantee for the Social Economy, concluded according to § 16 of the Act on financial instruments between Contracting Authority and Financial Intermediaries, which governs the rights and obligations of the Contracting Authority and the Financial Intermediary in the implementation of financial instruments.
<b>Contract with the management authorities</b>	The Funding Agreement no. 3307/2016 concluded between the National Development Fund II., As, Slovak Investment Holding, as and the Ministry of Labour, Social Affairs and Family of the day 2. 5. 2016 as amended by later amendments, available at <a href="http://www.crz.gov.sk/index.php?ID=2452674&amp;l=sk">http://www.crz.gov.sk/index.php?ID=2452674&amp;l=sk</a> .
<b>Agreement with the Intermediate Body</b>	The Funding Agreement no. SEP-IMRK-2016/000386 concluded between the National Development Fund II, Inc., Slovak Investment Holding, as a Ministry of Interior dated 14. 3. 2016, as amended by later amendments, available at <a href="http://www.crz.gov.sk/index.php?ID=2391695&amp;l=sk">http://www.crz.gov.sk/index.php?ID=2391695&amp;l=sk</a> .

## 29. List of attachments

Annex No. 1	Identification of the Tenderer and the Tenderer Declaration
Annex No. 2	The Implementation plan and the fulfilment of the financial instrument character Form
Annex No. 3	Tenderer experience with the implementation of similar financial instruments Form
Annex No. 4	Expertise and experience of the team members Form
Annex No. 5	Reliability of the methodology for identifying and assessing clients Form
Annex No. 6	Conditions for the clients, including pricing policy Form
Annex No. 7	Mobilisation of the private resources
Annex No. 8	List of confidential information
Annex No. 9	Affidavit to the processing of personal data
Annex No. 10	Guarantee Instrument Contract (separate document)

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**Annex No. 1 - Identification of the Tenderer and the Tenderer Declaration**

**Identification of Tenderer:**

Name	
seat	
The city	
country	
Tel. no.	
E-mail	
Legal form	

**Details of the person Tenderer:**

Name surname	
feature	
Tel. no.	
E-mail	

Tenderer following:

1. It declares that seeks the subject of this call for Bids - implementation of the activities of Financial Intermediaries associated with the implementation of Guarantee Instrument for the social economy;
2. in connection with this Tendering procedure Bids together with all necessary attachments
3. It declares that all information contained in the Bid and related documents are complete, accurate and true;
4. It declares that it accepts the terms of this tender.

The date: .....

The place: .....

[Name and Surname representative of  
the Tenderer]

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Tenderer's signature

UNOFFICIAL

The documents, which are part of the Bid:

- Identification of the Tenderer and the Tenderer Statement (this document)
- Evidence to demonstrate that the participation requirements  
(And / or a single European document, if applicable)
- Form implementation plan and the fulfilment of the financial instrument character
- Form Tenderer experience with the implementation of similar financial instruments
- Form expertise and experience of the team members
- Methodology document identification and assessment of clients
- Form Reliability of the methodology for identifying and assessing clients
- Form conditions for clients, including pricing policy
- The document proposed measures to align interests and to mitigate potential  
*conflicts of interest*
- Form Mobilisation of the private resources
- Affidavit to the processing of personal data
- The proposal of the Guarantee Instrument signed by the Tenderer in one copy
- Declaration on joint participation in the case of a group of suppliers (if applicable)
- Authorized person to submit a bid and communicate in the tender on behalf of the Tenderer  
(If applicable)

## Annex No. 2 - The implementation plan and the fulfilment of the financial instrument character

### a) The Total Volume of Covered Loans

Please fill in the total volume of covered loans that you pledge to provide by the end of the investment period.

The Total Volume of Covered Loans (mil. EUR)	
--	--

*Note: The Total Volume of Covered Loans will be divided into the Agreed Volume of the Portfolio A and the Agreed Volume of the Portfolio B. Please fill in the following table that represents your proposal for this division. The proposed distribution is not subject to evaluation, but it is a compulsory part of the Bid and will be contractually binding.*

Agreed Volume of the Portfolio A (mil. EUR)	
Agreed Volume of the Portfolio B (mil. EUR)	

### b) The Timetable of Loan Provision

*Please fill in the volume of Covered Loans that you pledge to provide in the period up to December 31st 2019 and in each of the subsequent twelve-month periods from the signing of the contract for the implementation of the financial instrument. Please note that in the event the signature of the agreement with the Financial Intermediaries occurs later than December 31st 12 2018, all the proposed values for which the delayed signing of the contract will reduce the period of fulfilment to less than one calendar year will be reduced commensurably.*

	Period				
	from 1. 1. 2019 to 31. 12. 2019	from 1. 1. 2020 to 31. 12. 2020	from 1. 1. 2021 to 31. 12. 2021	from 1. 1. 2022 31 12 2022	from 1. 1. 2023 31 12 2023
New Covered loans (mil. EUR)					

c) The Measurable Indicators Fulfilment Plan

Please fill in the values of measurable indicators you pledge to achieve by the provision of Covered Loans, taking into account the fact that the timetable for the fulfilment of the proposed values of measurable indicators will correspond to the implementation timetable that you described in section b) above (in other words, in each of the respective periods of the schedule, the percentage of fulfilment of measurable indicators will be equal to or greater than the ratio of the loans which the Tenderer agreed to provide in that period and the total volume of loans).

Note: In the column "Definition and explanation" in the two tables below, the plain font contains the definition from the Annex No. 6 to Operational Program Human Resources – The Methodology of determination of the indicator values to determine the values of the indicators; while the bold italic font contains the explanation in the context of financial instruments by Slovak Investment Holding, a. s.

Output Indicators				
Name in the Operational Programme	Definition and explanation	Target value	Value proposed	
Priority 3	The number of supported micro, small and medium-sized enterprises (including cooperative enterprises, enterprises of the social economy)	Planned indicators of achievement and outputs in the social economy is related to the need to track the number of supported holdings following the adoption of Law no. 112/2018 Coll. the social economy and social enterprises.  <b><i>The number of Eligible Enterprises to which a loan was provided.</i></b>	186	
	The unemployed, including the long-term unemployed	Persons without work, available for work and actively seeking work who are registered at Labour offices and participating in activities of the OP HR. Employment status is determined on the date of entry into the project.  <b><i>People who have been hired by the enterprise before the loan came to maturity and who, up to the date on which they were hired by the enterprise, had been registered with the Labour Office as unemployed.</i></b>	663	
	The long-term unemployed	Persons who are without work, available for work and actively seeking work while being registered at Labour offices for more than 12 months who received ESF support. Employment status is determined on the date of entry into the project.  <b><i>People who have been hired by the enterprise before the loan came to maturity and who, up to the date on which they were hired by the enterprise, had been registered with the Labour Office as unemployed for more than 12 months.</i></b>	464	

Output Indicators			
Name in the Operational Programme	Definition and explanation	Target value	Value proposed
Persons over 50 years of age	<p>Persons over the age of 50 who received ESF support. The age of the participant is calculated from their date of birth and determined on the day of their entry into the project activities.</p> <p><b>People who have been hired by the enterprise before the loan came to maturity and who, on the date on which they were hired by the enterprise, were over 50 years old.</b></p>	166	
Persons with primary (ISCED 1) or lower secondary (ISCED 2) education only	<p>Persons with primary (ISCED 1) or lower secondary (ISCED 2) education only, which received ESF support. Educational attainment is determined by the date of accession participant in the activities of the project, indicating the highest level of education successfully.</p> <p><b>People who have been hired by the enterprise before the loan came to maturity and who, up to the date on which they were hired by the enterprise, had completed at most the second part of primary school education (including the ninth grade).</b></p>	199	
The employed, including the self-employed	<p>Employed persons are persons aged 15 years and over who perform work for wages, for profit or family gain or when they are at work, but they have a job or business from which temporarily absent due to eg. to illness, holidays, industrial dispute, education or training and participating in activities of the OP HR.</p> <p>Self-employed persons with a business, farm or professional practice are also considered working if one of the following applies:</p> <ol style="list-style-type: none"> <li>1 person working in their own business, farm or professional practice, for the purpose of making a profit, even if the company makes no profit</li> <li>2. a person who is dedicated to the operation of business, farm or professional practice, even if not carried out any sale of, or provided any professional services or was not actually produced anything.</li> <li>3. The person who founded the enterprise, farm or professional practice</li> </ol> <p><b>People over 15 years who have been already been employed in the enterprise at the time when it was granted a loan, or have themselves been self-employed and were granted a loan.</b></p>	260	
Priority Axis 6 The number of enterprises receiving financial support other than grants	The number of enterprises receiving financial support other than grants in the form of loans, interest subsidies, loan Guarantees, venture capital or other financial instrument.	5	



Output Indicators			
Name in the Operational Programme	Definition and explanation	Target value	Value proposed
[Firms employing citizens MRK]	Subgroup 'The number of enterprises receiving support'. <b><i>The number of Eligible Enterprises to which the loan was provided and which employ residents of selected Roma settlements or urban Roma neighbourhoods.</i></b>		
Increase in the employment of persons from the Marginalised Roma Communities in the enterprises supported [companies employing residents MRK]	Gross jobs in supported businesses created specifically for the persons from the MRC. <b><i>The number of newly created jobs (in terms of full-time equivalents) for residents of selected Roma settlements or urban Roma neighbourhoods.</i></b>	26	

Result indicators				
Name in the Operational Programme	Definition and explanation	Target value	Value proposed	
Priority 3	Participants who are employed at the time of departure, including the self-employed	Unemployed or inactive persons who received ESF support and who are employed, including self-employment represents immediately after leaving the ESF project. Departure is understood as "within one month after the date of departure of persons from the ESF project".  Note: The value of the indicator will count the participants who managed to employment including self-employment represents over longer participate in the operation, provided that they are employed, including self-employment represents the time-out.  <b><i>People who have been hired by the enterprise before the loan came to maturity and who previously were not working (although they may not have been registered with the Labour Office as unemployed), and who remain employed in the enterprise for longer than one year.</i></b>	529	
	Participants who used the support to establish/maintain a job, including self-	Persons who used the ESF support for the creation or. job retention or establishment, respectively. maintaining self-employment and are employed, including self employment immediately after leaving the project.	394	

Result indicators			
Name in the Operational Programme	Definition and explanation	Target value	Value proposed
employment, and who are employed at the time of departure, including the self-employed	<p>Departure is understood as "within one month after the date of departure of the person from the ESF project".</p> <p>Note: The value of the indicator will count the participants who managed to employment including self-employment represents over longer participate in the operation, provided that they are employed, including self-employment represents the time-out.</p> <p><b><i>Self-employed people to whom a loan was granted, and who are still working as self-employed for more than one year after having received the loan.</i></b></p>		
Participants who maintained a job six months after departure	<p>Persons who used the grant to support the creation or job retention (except for self-employment represents) and employed six months after leaving the project. Departure is understood as "within one month after the date of departure of the person from the ESF project".</p> <p><b><i>People who have been hired by the enterprise before the loan came to maturity and who previously were not working (although they may not have been registered with the Labour Office as unemployed), and who remain employed in the enterprise for more than eighteen months.</i></b></p>	284	
The number of supported micro, small and medium-sized enterprises (including cooperatives, social economy enterprises) that work year after the granting of the aid	<p>The number of supported micro, small and medium-sized enterprises (including cooperatives and social economy enterprises)</p> <p>Planned indicators of achievement and outputs in the social economy is related to the need to track the number of supported holdings following the adoption of Law no. 112/2018 Coll. the social economy and social enterprises.</p> <p><b><i>The number of Eligible Enterprises to which a loan was provided and which are operating at least one year after having received the loan.</i></b></p>	149	

END OF THE FORM

**Annex No. 3 - experience of the Tenderer with the implementation of similar financial instruments**

a) Source of funds

Considering all the table rows for which it is true that they describe a source from which you received funds for a previously implemented financial instrument, please select the row marked by the lowest number, and enter into it the letter "X".

First	Public and semi-public sources (European structural and investment funds, programs from the central level of the EU type EaSI, Horizon 2020 COSME, grants the European Economic Area and Norway, the Swiss Contribution; sources of the state budget, resources of international financial institutions aimed at the development of type EIB, EIF, EBRD, CEB etc.)	
Second	Commercial sources (credit lines commercial banks, etc.)	
Third	Own resources	
4th	No resources (financial instrument was not implemented)	

b) The volume of loans provided in the previous implementation of the financial instrument

Please fill the actual volume of loans provided through the implementation of the same financial instrument whose source you indicated in the table a) above.

The volume of loans provided in the past implementation of the financial instrument	million EUR
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**END OF THE FORM**

**Annex No. 4 - The expertise and experience of the team members**

Please fill in the data demonstrating the expertise and experience in the field of the social economy of up to five team members who, in the process of providing loans covered by the guarantee instrument, will be working on a) client acquisition; or b) the expert verification of the eligibility of the client (if eligibility is not being demonstrated purely through the client self-declaration); or c) evaluation of the positive social impact of the client (in the case it is one of the quality criteria in the assessment of loan applicants); or d) work with clients in the form of technical preparation of future investments for the benefit of the client. By "type of experience in the social economy" means the equivalent of more than half-time work, which consisted vi) field-based social work; or ii) the provision of social services; or iii) working for a non-profit organization providing services of general benefit. civic associations, foundations, or non-investment funds; or iv) lending to social economy entities; or v) distribution of grants social economy entities.

Note: if the Tenderer is a group of suppliers, the team member need not necessarily be an internal employee of the institution financing the Covered Loans, provided that the Tenderer pledges the team members will participate in one or more of the activities a) -d) working at more than 0.5 of the full time equivalent.

	Name of the team member	Type of practice in the field of social economy	The names of the relevant organization in which the team member worked or with which they cooperated in the course of this practice, and the dates of the work/cooperation	Years of experience in the field of social economy
1.				
2.				
3.				
4.				
5.				

**END OF THE FORM**

**Annex No. 5 - Reliability of the methodology for identifying and assessing clients**

*Assuming that 2015-2017 you provided at least 10 loans to enterprises in the wider area of social economy, please state the share of non-performing loans for the period, expressed as the ratio of loans that were in arrears for over ninety days to the total portfolio of loans provided to enterprises in the wider area of social economy between January 1<sup>st</sup> 2015 – December 31<sup>st</sup> 2017. In the case that you have not provided at least 10 loans as mentioned, please indicate "N / A".*

Non-performing loans (percent)	
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**END OF THE FORM**

## Annex No. 6 - Conditions for clients, including pricing policy

### a) The size of fees for the client

Please fill in the size of fees that will apply to the client in relation to cover the loan. If this type of fee to the client do not apply, please indicate in the column of the table "zero".

Type of fee	At least (EUR)	At most
One-time fee for granting a loan (administration charge)		% Of the loan principal
Monthly fee for the loan administration (loan account provision)		% Of the loan principal
Fee for loan increase		% Of the principal loan increase
Fee for not drawing the loan		% Of undrawn loan
Loan maturity extension fee		% Of the outstanding principal amount of the loan
Early repayment fee		% Prepayment Amount of the loan principal

Change of contract terms fee		% Of the outstanding principal amount of the loan
The ceiling for all other fees (Maximum amount of the sum of any other fees that may be charged to the client)		% of the principal

b) The maximum interest rate (EURIBOR + margin)

Please fill in the maximum amount of interest in the form of EURIBOR + margin (basis points), which you pledge not to exceed in the provision of Covered Loans, separately for the Already Bankable Enterprises and the Newly Bankable Enterprises, as well as for each type of loan that you provide (instalment loan, overdraft facility, or both).

client Type	The maximum amount of interest	
	instalment loan	overdraft facility
Already Bankable Enterprise	The annual EURIBOR +  + basis points	The annual EURIBOR +  + basis points
Newly Bankable Enterprise	The annual EURIBOR +  + basis points	The annual EURIBOR +  + basis points

c) Reduction in interest compared to a standard product

Please fill in the minimum by which the interest rate applied to Covered Loans for the Already Bankable Enterprises will be reduced, in the form of a percentage difference from the amount of the interest rate applicable to the applicants for comparable loans that are not covered by Guarantee, and for each type of loan

that you provide (instalment loan, overdraft facility, or both).

client Type	The size of the interest reduction as a percentage	
	instalment loan	overdraft facility
Already Bankable Enterprise		

d) Reduction of the collateral requirements compared to a standard product

Please fill in by how much the required minimum level of collateral (security) for the Covered Loans to the Already Bankable Enterprises will be reduced, in the form of a percentage difference from the amount of collateral for loans that would not covered by the guarantee instrument. Note: the Tenderer will be obliged to apply the pledged reduction in the required amount of collateral to at least 80% of the portfolio.

client Type	The size of the reduction of the collateral requirements as a percentage	
	instalment loan	overdraft facility
Already Bankable Enterprise		

**FORM CONTINUES ON THE NEXT PAGE**



e) Client protection

*Please state, by using the word "yes" or "no", whether the sentences in the table will apply to the Covered Loans you will be offering.*

<p>The client has the right to terminate the contract, or to repay the full amount of the loan, within 14 days from signing the contract</p>	
<p>There is a mechanism for addressing customer complaints</p>	

**END OF THE FORM**

## Annex No. 7 - Mobilisation of the private resources

### a) Amount of Guarantee Rate for individual loans

*Please fill in the guarantee rate you require for the individual loans to eligible enterprises. Note: The maximum value allowed by the relevant legislation is 80%. Bids exceeding this value they will be excluded, as not satisfying the requirements of the contract matter specified in the tender documentation.*

The proposed Guarantee Rate	% of the individual loan
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### b) Guarantee Cap Rate for the whole portfolio

*Please fill value of the Guarantee Cap Rate which will apply to the entire portfolio of loans to eligible enterprises. Note: The maximum value allowed by the relevant legislation is 25%. Bids exceeding this value will be excluded, as not satisfying the requirements of the contract matter specified in the tender documentation.*

The proposed Guarantee Cap Rate	% of the total loan portfolio
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**END OF THE FORM**

**Annex No. 8 - List of confidential information**

The Tenderer / group of suppliers:

Business name / name:

Registered office / Place of business:

Identification:

The undersigned representative of the Tenderer ..... hereby solemnly declare that our Bid presented in competition at the subject matter of the contract "selection of Financial Intermediaries to implement Guarantee Instrument for social economy", declared a Contracting Authority National Development Fund II., as Grösslingova 44, 811 09 Bratislava notice of tender published in the Official Journal no. ....from day .....:

- It does not contain any confidential information or
- It contains confidential information which is in addition to the word "Confidential" or
- It includes the following information confidential:

<b>P. no.</b>	<b>document title</b>	<b>supply side</b>

The date: .....

\_\_\_\_\_  
Tenderer's signature

**Annex No. 9 - Affidavit to the processing of personal data**

**Affidavit to the processing of personal data**

The Tenderer / group of suppliers:

Business name / name:

Registered office / Place of business:

Identification:

The undersigned representative of the Tenderer ..... hereby solemnly declare that the Tenderer informed its employees or any other persons concerned (other third parties), the personal data provided to Contracting Authority in their tendered to the subject matter of the contract "Selection of Financial Intermediaries to implement Guarantee Instrument for social economy " or at any time during the award of this contract, on the processing of their personal data within the range specified in clause 26.5 of the specifications on the subject matter "Selection of Financial Intermediaries to implement Guarantee Instrument for social economy ".

The date: .....

\_\_\_\_\_  
Tenderer's signature