Comenius University Bratislava
Rectorate

Šafárikovo námestie 6
P. O. BOX 440
814 99 Bratislava 1

Department of Central Procurement of Contracts

Bratislava, 03.08.2026
To all interested parties

Explanation No. 4

The contracting authority hereby informs that in the public procurement of the above-limit contract entitled: **"Library and Information System"** published in the European OJ No. 134/2026 on July 15, 2026, and in the Journal of Public Procurement No. 141/2026 under number 9987 – MSS from July 16, 2026, the following questions were received:

Question No. 1:
Can you clarify if the 800,000 budget is for 5 years or 8 years?

Answer No. 1:
The contracting authority clarifies that this is not a budget but the estimated value of the contract. The estimated value of the contract in the amount of EUR 800,000.00 was set for the entire duration of the contractual relationship (i.e., it also includes the possible use of the 3-year option), i.e., for 8 years.

Question No. 2:
We are subject to contractual confidentiality obligations with many of our customers and are therefore unable to disclose contact details and commercial pricing information. Please confirm whether alternative evidence of experience, such as anonymized lists, data from third party sources or data about the projects such as number of customers added per year, etc. would be acceptable for demonstrating compliance with Section 21.2.1

Answer No. 2:
The contracting authority does not accept alternative evidence of experience in the form of anonymized reference lists, data from independent third-party sources, or general statistical project data.

Justification:

1. Statutory requirements of the condition for participation: Pursuant to Section 34(1)(a) of Act No. 343/2015 Coll. on Public Procurement (hereinafter the "Public Procurement Act" or "the PPA"), the economic operator is required to demonstrate its technical and professional ability by submitting a list of services provided, specifying explicitly the contract values, the periods of performance, and the respective customers.. Submission of a list that does not identify the customers concerned would not comply with the mandatory requirements of the Public Procurement Act and would prevent the contracting authority from assessing whether the relevant condition for participation has been satisfied.
2. Verifiability of information: In accordance with Section 53(1) in conjunction with Section 40 of the PPA, the contracting authority is entitled and obliged, where there are reasonable doubts, to verify the accuracy and completness of the information and supporting evidence submitted by economic operators. Anonymized data or third-party statistics do not enable the contracting authority to verify the actual performance and quality of the services rendered for a specific customer.
3. Protection of confidential information and trade secrets: Any contractual or legal confidentiality obligations owed by the economic operator to its private customers do not preclude it from demonstrating compliance with this condition for participation. The Public Procurement Act expressly allows economic operators to identify information contained in their tenders as confidential information and/or trade secrets in accordance with Sections 22(1) and (2) of the PPA. Accordingly,

commercially sensitive information, including pricing details, customers' contact information, or specific contractual terms, may be designated as confidential, while still enabling the contracting authority to verify compliance with the applicable condition for participation.

Pursuant to Section 22(1) of the PPA, the contracting authority is is under a statutory obligation to maintain strict confidentiality regarding information marked as confidential. Such information will not be disclosed to the public, to other economic operators, or to any third parties, except where disclosure is required to competent supervisory authorities under the PPA (e.g. the Public Procurement Office), which are likewise bound by statutory confidentiality obligations.)

Question No. 3:

With reference to document "0 Tender Documents" (Rules of Tender), point 5.1 states that the place of performance is the university. Could the Contracting Authority please confirm that it understands the services would be provided as Software-as-a-Service (SaaS), delivered remotely by the Supplier?

Answer No. 3:

The subject-matter of the contract (the provision of services and operation of the information system) shall be delivered and provided on a Software-as-a-Service (SaaS) basis, with access to and provision of the services being performed remotely by the successful tenderer..

The place of performance stated in point 5.1 of the Tender Documents (Comenius University in Bratislava) represents the registered seat of the contracting authority, which, for the purposes of the administrative and formal requirements of the public procurement procedure, is designated as the official place of delivery and acceptance of the subject-matter of performance, while the actual technical implementation, operation, and provision of support will take place primarily remotely (online) in accordance with the nature of SaaS-type cloud services.

Question No. 4:

With reference to document "0 Tender Documents" (Rules of Tender), point 7.3 and document Annex 3 (the Agreement) Article V point (10) state that Contracting Authority shall not provide any advance payments. Could the Contracting Authority please confirm that it understands that usually, invoices for SaaS subscription services are issued at the beginning of each annual subscription period as payment in advance for that period?

Answer No. 4:

The provision set out in point 7.3 of the Tender Documents and the corresponding article of the contract, according to which the contracting authority does not provide advance payments, refers to advance payments in the general sense (i.e., the provision of advance funding or non-purpose-tied pre-financing for the commencement of works, purchase of hardware or materials, or other costs incured prior to the actual commencementof services).

In the case of services provided on a Software-as-a-Service (SaaS) basis, where the essence of the performance is the right to access and use the software for an agreed subscription period, payment for the relevant subscription period (e.g., annual, quarterly) at the beginning of that period does not constitute an advance payment. Rather, it represents the standard and generally accepted method of invoicing for the provision of access to and operation of SaaS services for a predefined subscription period..

The contracting authority therefore confirms that invoicing the SaaS subscription at the start of the relevant subscription period is in accordance with the contracting authority's requirements and the contractual terms.

Question No. 5:
With reference to document Annex 3b – DPA, point 11.1(b) and (c), please note that the Supplier maintains an up-to-date list of authorized sub-processors, which is available to customers at any time. Customers may subscribe to receive notifications of any intended replacement of, or addition to, sub-processors and may object to the engagement of a new sub-processor within the applicable notice period, including the Contracting Authority's right to terminate the agreement where required. Could the Contracting Authority please confirm that point 11.1(b) and (c) may be amended to accommodate this practice, as it fulfills a substantially similar purpose to the requirements set out in those provisions?

Answer No. 5:
The contracting authority has simplified point 1.11(c) of the contract – Annex No. 3b of the tender documentation, which now also allows for simple notification by means of automated notifications regarding changes to sub-processors (upon activation of the subscription/notification option). The amended wording of the contract will be published in the Documents tab for this procurement procedure, with the changes incorporated in the form of a revision.

Question No. 6:
With reference to document Annex 3b - DPA, point 11.2 (Data transfer), could the Contracting Authority kindly confirm whether the data localization requirement under that article may be satisfied through the use of EU-based cloud infrastructure and, if there is a need for data transfer, standard GDPR-compliant international transfer mechanisms, specifically Standard Contractual Clauses would apply?

Answer No. 6:
Yes, the contracting authority confirms that data localization through cloud infrastructure located within the European Union (EU) / European Economic Area (EEA) is fully in accordance with the contracting authority's requirements and is required for the performance of the subject-matter of the contract.

At the same time, however, the contracting authority points out that the mere physical location of the cloud infrastructure (data center) within the EU/EEA may not, in itself, necessarily fully prevent the occurrence of so-called onward transfers of personal data to third countries (e.g., through remote access by technical support staff, administrators, sub-contractors, or parent companies of the provider established outside the EU/EEA).
For this reason, the contracting authority requires that, in the event of any transfers of personal data to third countries (including remote access from third countries) not covered by a European Commission adequacy decision, the Processor ensure that appropriate safeguards are adopted, in particular in the form of valid Standard Contractual Clauses (SCC) approved by the European Commission, or another lawful mechanism under Chapter V of the GDPR, including passing on and securing this obligation with respect to its relevant sub-contractors.
In this regard, the contracting authority has made an additional amendment to the contractual terminology used in Section 1.12 (Data Transfer) of Annex No. 3b.. The revised wording of the contract will be published in the Documents tab for this procurement procedure.

Question No. 7:
With reference to document Annex 3b - DPA, point 1.14 under (d)- Given that the Supplier's multi-tenant SaaS services are centrally managed, standardized across all customers, and delivered via a shared infrastructure with no on-premise components or customer-specific builds, the Supplier requests confirmation that audits— including physical inspections, access to Supplier premises or internal systems — will be amended to reflect the operational realities of cloud-based multi-tenant SaaS services, where performance and compliance are typically demonstrated through service availability, recognized audit reports (e.g., ISO 27001), and adherence to agreed SLA. Furthermore, could the Contracting Authority confirm that such audits will not be conducted by third parties which can be considered as Supplier's competitors?

Answer No. 7:
The contracting authority has amended point 1.14(d) of the contract – Annex No. 3b to the Tender Documents, by adding the possibility to demonstrate compliance through certificates or contractual arrangements as well as the requirement that the auditor shall not be a direct competitor.. The amended wording of the contract will be published in the Documents tab for this procurement procedure, with the changes made in the form of a revision.

Question No. 8:
With reference to document Annex 3b - DPA, point 1.14 under (g) – given that our standard data breach notification time is 48 hours, could the Contracting Authority confirm this point can be amended to reflect this?

Answer No. 8:
The contracting authority insists on retaining the original wording of the provision. Pursuant to Article 33(1) of the GDPR, the controller (the contracting authority) is obliged to notify a personal data breach to the supervisory authority without undue delay and, where feasible, not later than 72 hours after having become aware of it.

In accordance with the guidelines of the European Data Protection Board (EDPB), where processing is carried out by a processor (the contractor), the point in time at which the processor becomes aware of a breach is considered to be the point in time when the controller itself becomes aware of it. Any delay on the part of the processor is therefore attributable to the controller.
If the processor were to notify the breach only after 48 hours had elapsed, the contracting authority would have less than 24 hours left to analyze the incident, assess the risks for the data subjects, and comply with the statutory notification obligation. This represents a disproportionate legal and sanction-related risk for the contracting authority.
The obligation to inform the contracting authority without undue delay (or within a specified shorter timeframe) after detecting an incident serves to ensure timely coordination. This obligation can be fulfilled by the processor by sending a preliminary (initial) notification that an incident with a possible impact on personal data has been detected, with detailed information being provided and supplemented on an ongoing basis.

Question No. 9:
With reference to Annex 3 (Agreement), Article VIII (Limitation of Liability) - can this Article be amended in a way that the following is added: could the Contracting Authority accept a limitation of liability whereby each party is liable solely for direct damages, and that the aggregate liability of either party does not exceed the amount of any actual direct damages, up to the amount equal to SaaS subscription fees paid over a 12-month period? Notwithstanding the foregoing, the Supplier accepts unlimited liability for fraud, death or personal injury caused by negligence, claims for payment or reimbursement, gross negligence, or any liability mandated as unlimited under applicable law.

Answer No. 9:
The contracting authority insists on the original wording of Article VIII (Limitation of Liability) of Annex No. 3a of the tender documentation.
Question No. 10:
With reference to Annex 3 (Agreement), Article XII, point 3 (option for an additional three-year renewal), could the Contracting Authority please confirm whether this renewal may be effected by mutual written notice signed by both parties and whether, for the renewed period only, the Supplier may apply its standard annual price increase of up to 5%.

Answer No. 10:
The contracting authority does not accept the requirements of the interested party..

At the same time, the contracting authority provides the following explanation and clarification regarding the contractual conditions:

1. Exercise of the option to extend the contract (Article XII, points 1 and 2):
   - The option to extend the duration of the contract (by a maximum of 36 months) is not subject to a mutual agreement or consent of both contracting parties.
   - Pursuant to Article XII, point 2 of the draft contract, the option constitutes the exclusive and unilateral right (not an obligation) of the contracting authority, which may exercise such right at its own discretion.
   - In the event that the contracting authority exercises this right, the provider shall be obliged to continue providing the services for the further period (12, 24, or 36 months) under the same terms and conditions as set out in the contract.
2. Price increases during the term of the contract (including the optional extension period):
   - The contracting authority does not accept the introduction of a standard annual price increase by a fixed percentage (e.g., a maximum of 5%) as requested by the interested party.
   - The conditions for price adjustments are already established in the contract in a fixed and exhaustively manner through an indexation clause (in the section concerning prices and payment terms).
   - Any other arbitrary or flat-rate price increase by the provider is excluded.

The contractual conditions remain unchanged.

Question No. 11:
With reference to Annex 3 (Agreement), Article XV, point 11, could the Contracting Authority please confirm that the Supplier's company name, and any other reference to the Supplier, may be used only with the Supplier's prior written consent for each specific use?

Answer No. 11:
The contracting authority is amending the wording of Annex No. 3a to the Tender Documents and confirms that the use of the provider's trade name or any other references to the provider by the contracting authority shall only be permitted on the basis of the provider's prior written consent, grantedseparately for each individual case and for a precisely specified purpose.

Such consent shall not berequired in cases where the obligation to disclose or provide the provider's trade name, contractual documents, or other information relating to the provider arises for the contracting authority directly from generally binding legal regulations. This applies in particular to:

- obligations arising under Act No. 343/2015 Coll. on Public Procurement (e.g., the publication of the contract, its amendments, the outcome of the evaluation of tenders, or the successful tenderer's tender in the contracting authority's profile),
- obligations arising under Act No. 211/2000 Coll. on Free Access to Information (e.g., mandatory publication of the contract in the Central Register of Contracts, publication of purchase orders and invoices containing the providers's identification details).

The revised wording of the contract will be published in the Documents tab for this procurement procedure, with the changes made in the form of a revision.

Question No. 12:
With reference to Annex 3's Annex C (payment terms) - provides for multiple contractual penalties in various circumstances. Supplier kindly requests confirmation as to whether the Contracting Authority would consider adapting the penalty regime to reflect industry-standard practices for multi-tenant SaaS providers. Specifically, such practices typically include:
(a) implementation-phase delay penalties based on a percentage of the implementation fees, and
(b) post-production service credits based on annual subscription fees and actual service uptime.
The Supplier kindly requests confirmation that this approach would be acceptable to ensure alignment with commercial realities and appropriate risk allocation for reliable vendors.

Answer No. 12:
Having carefully considered the request to amend the system of contractual penalties and sanction mechanisms (Annex C to Annex No. 3a of the tender documentation), the contracting authority provides the following position::

Regarding point a) contractual penalties for delays during the implementation phase: the contracting authority cannot accept the proposed amendment to the contractual penalties during the implementation phase. The duration (time limit) of the System implementation, or any potential delay thereof, is directly linked to evaluation criterion No. 3 (K3). The contractual penalty for delay at this phase has been established and calculated in a reasonable and proportionate manner, taking into account the total estimated value of the contract (the estimated contract value; EVC) and the relative weighting of this evaluation criterion. Therefore, the setting of the contractual penalty in this respect remains unchanged.
Regarding point b) service credits in production operation: the contracting authority has amended the wording of Annexes C and D to Annex No. 3a to the Tender Documents by introducing service credits. The revised wording of the contract will be published in the Documents tab for this procurement procedure, with the changes incorporated in the form of a revision.