

**TENDER SPECIFICATIONS**

**The role of e-Infrastructures in the creation of global virtual research communities**

**SMART 2008/0048**

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### **1 CONTEXT**

The world of research is undergoing a revolution underpinned by e-Infrastructures, a combination of ICT-based resources: networks, computing and storage systems, and data infrastructure. Advanced e-Infrastructures like the world-leading pan-European research network GÉANT, the Grids of computing power and on-line repositories of scientific data enable new ways of collaborating and sharing resources independently of geographical location.

First of all, the e-Infrastructures abolish distance. Nowadays the scientific resource is coming to the researcher instead of the researcher travelling to the resource. In Europe we have some 25 joint major research facilities in which thousands of researchers are working every day but there are about one million remotely connected researchers in the world that are benefiting from the capacities of these facilities. This creates equal opportunities for regions that lack specific scientific resources or cannot afford them. It also greatly alleviates the brain drain in Europe and other regions.

Secondly, the e-Infrastructures increase the efficiency of the scientific process. Powerful and affordable computing and simulation technologies enable researchers to use virtual models for simulating and solving complex problems before validating them through expensive and time consuming physical experiments in such areas as physics, chemistry, biology, medicine and environmental sciences. This has allowed decreasing dramatically the costs of modelling and experimentation while at the same time improving the productivity of research processes.

Lastly, the e-Infrastructures support the construction of a new organisational model for science. The ability to collaborate and share resources and the increased productivity are the key drivers of emerging virtual global research communities. These communities are open and self-organised. They often have a common virtual workspace in which research results are shared even before they are peer reviewed and published. They share resources, such as computing capacities, digital repositories, simulation models and access to sensors or other facilities. The virtual research communities also agree on common standards to ease the collaboration process. By enabling scientific excellence and productivity they increase social and economic wellbeing in Europe.

Europe has been the largest investor in virtual research communities in the last few years, thus taking the leadership role in this area. Inspired by the policy work done in the context of ESFRI (European Strategy Forum on Research Infrastructures), Europe's Seventh Framework Programme for research and technology development is funding virtual communities in diverse scientific areas. Also the neighbourhood and development programmes funded by the European Community highlight further development of e-Infrastructures as a priority. Continuous European leadership in this field will ensure harmonised and inclusive growth supporting the European Research Area.

Despite apparent improvements brought by the e-Infrastructures to the way science is done and to its main actors, no specific analysis has been carried out so far in order to define their exact contribution. This study will provide such analysis and create the future scenario for the impact of e-Infrastructures on various research communities.

## 2 OBJECTIVES

The objectives of this study are to examine the role of e-infrastructures in the creation of global virtual research communities and to provide recommendations to the Commission on further support to this process and its application to other fields (e.g. education, industry, international cooperation, etc.).

The study will focus on the following main activities:

### **A – Gathering of relevant information about the impact of e-Infrastructures on global virtual research communities. In particular, the study shall:**

- Review relevant material (studies, projects, etc.) on the impact of e-Infrastructures and the emergence of global virtual research communities;
- Identify at least 15 e-Infrastructures having an impact on global virtual research communities in different science fields in agreement with the Commission services;
- Carry-out a survey on the use of e-Infrastructure within research communities. The scope of the survey shall be approved the Commission services;
- Identify the following main components for the analysis on the contribution of e-Infrastructures to global virtual research communities based on the desk research and survey :
  - Existing and potential new global virtual research communities exploiting the benefits of the e-Infrastructure(s);
  - Services provided by the e-Infrastructures to these communities;
  - Sectoral, national, regional and global strategies to support the creation of Global Virtual Research Communities by e-Infrastructures and the respective funding bodies and their roles;
  - Relevant policy and regulatory aspects;
  - Main actors/roles/functions established in e-infrastructures vital for the creation of Global Virtual Research Communities;
  - Organisational structures and coordination mechanisms for e-Infrastructures in the process of creating the communities;
  - Examination of the potential impact of global virtual research communities on researchers in Developing Countries and Europe's role/leadership in this respect
  - Aspects of sustainability, dynamic change and life-time of the communities.

### **B – Quantitative and qualitative analysis of the gathered information for each of the identified e-Infrastructures:**

- **The quantitative analysis** will measure the benefits of e-Infrastructure on the global virtual research communities. The contractor will draw up an analysis model taking into account the following aspects:
  - Total costs/effort per global virtual research community;
  - An estimation of the share of costs/effort per country;
  - An overall cost-efficiency analysis.

The grid of relevant indicators will be elaborated in agreement with the Commission services.

- **The qualitative analysis will focus on the key processes in creating global virtual research communities. In particular, it will:**
  - Analyse the strengths, weaknesses, opportunities and threats (SWOT) of the usage of the e-Infrastructure for creating global virtual research communities;

- Identify main triggers and barriers in adopting e-Infrastructures by the communities from technical, cultural, governance and financial perspective;
- **Identification of patterns** in use of e-Infrastructures by global virtual research communities and their main characteristics, based on the analysis carried out under quantitative and qualitative analysis. This will consolidate best practices in building up global virtual research communities, addressing key issues and managing the change. In particular, it will address:
  - Organisational models and required management structures;
  - International dimension
  - Coordination mechanisms;
  - Main actors;
  - Activity plan;

**C – Definition of a roadmap for the European Commission and its services, Member States, policy makers and funding agencies to facilitate the creation of global virtual research communities by e-Infrastructures. In particular, it will:**

- Model generic scenarios for the impact of e-Infrastructure on research communities based on the patterns identified under B. This includes definition of major milestones, achievements and the respective timing;
- Identify the existing policy gaps and recommend actions to be taken at European and Member States level. This includes gap analysis of the ESFRI roadmap.

In case where the roadmap lacks detail it should be supplemented by best and worst case scenarios.

**D – Consolidation and validation of the roadmap based on extensive contacts with beneficiaries and potential supporting governmental bodies. The Contractor is expected to:**

- Carry out awareness raising activities by means of:
  - Production and wide dissemination of promotional material (establishment of a web page, production of a brochure and a CD, establishment of a dissemination plan) on study objectives and findings;
  - Meetings with stakeholders and decision makers in order to promote the study and raise awareness about its main findings;
  - Organisation of one workshop to validate study findings and create momentum on the execution of the roadmap;
  - Maintenance of the study web site;
- Collect feedback on the viability of the proposed roadmap from users (e.g. researchers including national/regional/global research bodies, universities, NRENs), service providers (e.g. manufacturers, operators), policy makers (e.g. ministries, regional bodies), and funding authorities.

### **3 DURATION**

Duration of the tasks must not exceed 14 months and is subject to the provisions of Art. I.2.3 of the contract.

## 4 DELIVERABLES, MEETINGS AND TIMETABLE

### 4.1 Deliverables

The contractor shall provide the following deliverables:

- **Inception report (end of Month 2)**, specifying the methodology, resources and objectives of the study in accordance with the indications provided by the Commission during the inception meeting (see section 4.2 below)
- **Interim study report (Month 6)** covering the results of Section 2A and 2B of these tender specifications. The interim study report will have to be delivered within 2 weeks after the interim meeting of Month 6 described below in section 4.2;
- **Interim technical report (Month 6)** which will describe the use of resources in the performance of the contract including e.g. time-sheets on person days consumption, travel details, use of consumables, etc. The interim technical report will have to be delivered within 2 weeks after the interim meeting of Month 6 described below in section 4.2;
- **Final study report, including executive summary (Month 12)**, covering the Section 2C and 2D of these tender specifications. The final study report will have to be delivered within 2 weeks after the final meeting described below in section 4.2;
- **Final technical report (Month 12 or 13)** which will describe the use of resources in the performance of the contract including e.g. time-sheets on person days consumption, travel details, use of consumables, etc. The final technical report will have to be delivered within 2 weeks after the final workshop described below in section 4.2.

All deliverables, except the final study report for which specific terms are set below, shall be provided to the Commission services in English, in 2 bound paper copies including appendixes, and in electronic form.

The Final study report, including executive summary shall be submitted in English, in 3 bound paper copies and in electronic form (“PDF”) suitable for publication on the Commission website.

Further modalities of delivery and approval of reports are given in point 5, part 1 of the Tender Specifications.

### 4.2 Meetings and workshops

#### **Inception meeting (Month 1)**

An inception meeting will be organised by the Commission services at the Commission premises in Brussels within 1 month after signature of the contract by the last contracting party. The contractor will have to finalise the inception report on the basis of the outcome of the inception meeting.

#### **Interim meetings (Month 4, 6 and 8)**

The interim meetings will be organised by the Commission services at the Commission premises in Brussels. Their objective will be to present the interim findings of the study and to agree with the Commission on the next steps to be taken. The contractor will have to finalise the interim study report based on the outcome of the interim meeting of Month 6. For the meetings that will take place in month 4 and 8 no specific deliverable shall be provided by the Contractor.

### Final meeting (Beginning of month 12)

A final meeting during which the contractor will present the final findings and proposed conclusions will be organised by the Commission services at the Commission premises in Brussels. The contractor will have to finalise the final study report within two weeks after the final meeting, and prepare the final workshop based on the outcomes of this final meeting.

### Final Workshop (Month 12 or 13)

The final study report as approved by the Commission in accordance with section 5 below will be presented by the contractor during the workshop. The Commission will agree with the contractor the date of the final workshop, to be held within one month after approval of the final study report by the Commission. The contractor is expected to provide a senior member of staff having worked on the contract to deliver a presentation on the main findings. The workshop will be held in Brussels, at the Commission premises and will last 1 day.

The following rules will be applied to the workshop:

- Travel expenses are to be borne by the contractor for its own staff and key invitees, including speakers;
- Hotel and subsistence expenses to be borne by the contractor for its own staff and key invitees, including speakers (maximum 10);
- Selection and invitation of invitees and speakers has to be done by the contractor after approval of the list of invitees and speakers by the European Commission;
- Agenda drafting and planning has to be done by the contractor after consulting with the European Commission.

### 4.3 Timetable

Deliverable or Meeting/Month	1	2	4	6	8	10	12	13	14
Inception meeting	X								
Inception report		X							
Interim meetings 1,2,3			X	X	X				
Interim study report				X					
Interim technical report				X					
Final meeting							X		
Final study report							X		
Final workshop								X	
Final technical report									X

### 5. TERMS OF APPROVAL OF REPORTS

The terms of approval concern both study and technical reports. After reception of each report included in section 4.1 above, the Commission will have 20 calendar days:

- To approve it, with or without comments or reservations;
- To reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to be approved.

Where the Commission requests a new report because the one previously submitted has been rejected, this must be submitted within 20 calendar days. The new report shall likewise be subject to the above provisions.

## **PART 2: ADMINISTRATIVE DETAILS**

### **1 ELIGIBILITY REQUIREMENTS**

All the **requirements** related to the **submission and opening of the tenders** are detailed in the invitation to tender (see sections 2, 4 and 8 of the invitation to tender):

- *Address and deadline for submission of the tender*
- *Presentation of the offer and Packaging*
- *Opening of the Tenders*

### **2 ADMINISTRATIVE REQUIREMENTS**

A service provider may consider submitting a tender as a single entity or decide to collaborate with other service providers to present a bid: either by submitting a **joint tender** or through **subcontracting**. Tenders may also combine both approaches.

#### **2.1 Different ways to submit a tender**

**Please pay attention to options 1 to 4 below, which describe the different ways of submitting a tender, and make sure that all the documents and evidences required with respect to YOUR tender are submitted.**

**Option 1:** Submission by **one tenderer: Private / Public entity / Individual.**

**Option 2:** Submission by **partners** as defined under section 2.2 below.  
One must be designated as **lead partner/contractor**.

**Option 3:** Submission by **one tenderer with subcontractors** as defined under section 2.2 below

**Option 4:** Submission by **partners** (one must be designated as lead partner/contractor) **with subcontractors** as defined under section 2.2 below

#### **2.2 Joint Tenders and Subcontracting**

##### **2.2.1 Joint tenders**

In case of a joint tender submitted by a group of tenderers, these latter will be regarded as **partners**. If awarded the contract, they will have an equal standing towards the contracting authority in the execution of the contract.

The partnership may take the form of:

a) a **new legal entity** which will sign the contract with the Commission in case of award

or

b) a group of partners not constituting a new legal entity, who via a **power of attorney (Annex 5)**, signed by an authorised representative of each partner, designate one of the partners as

lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

In both cases, all partners shall be considered as tenderers and shall **assume joint and several liability towards the European Commission for the performance of the contract.**

### **2.2.2 Subcontracting**

Subcontracting is a situation where a contract is to be established between the Commission and a service provider and where this service provider, in order to carry out the contract, enters into legal commitments with other legal entities for performing part of the tasks foreseen in the contract.

The tenderer submitting the tender, if awarded the contract, shall become the sole contractor and shall assume **full liability toward the European Commission for the performance of the contract as a whole.** The other service providers will be regarded as subcontractors.

Subcontracting is subject to the provisions of Article II.13 of the model contract annexed to the invitation.

## **2.3 Identification of the tenderer – List of Forms & Evidences Required**

### **Options 1/2/3/4: Documents to be provided by the single tenderer or lead partner:**

- Annex 1: Administrative identification form (filled in and signed by an authorised representative)
- Annex 2: Legal Entities form<sup>1</sup> (filled in, signed by an authorised representative, and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
- Annex 3: Financial Identification form<sup>2</sup> (filled in and signed by an authorised representative of the tenderer and his banker)
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (filled in and signed by an authorised representative)
- Legible copy of the statutes of the company (for public/private entities)
- Legible copy of an official document indicating the name of the authorised representatives empowered to sign contracts on behalf of the tenderer.

### **Options 2 and 4: documents to be provided by each partner**

- Annex 1: Administrative identification form (filled in and signed by an authorised representative)
- Annex 2: Legal Entities form<sup>3</sup> (filled in, signed by an authorised representative, and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (filled in and signed by an authorised representative)
- Annex 5: Power of attorney (filled in and signed by an authorised representative of each partner)

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<sup>1</sup> A standard template in each EU language is available at:  
[http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

<sup>2</sup> A standard template in each EU language is available at: [http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm)

<sup>3</sup> A standard template in each EU language is available at:  
[http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

- Legible copy of the statutes of the company (for public/private entities)
- Legible copy of an official document indicating the name of the authorised representatives empowered to sign contracts on behalf of the tenderer.

**Options 3 and 4: Documents to be provided by each subcontractor** (if the sub-contractor is an **individual external expert** not part of the tenderer's staff, he will have to provide only the letter of intent in Annex 6)

- Annex 1: Administrative identification form (filled in and signed by an authorised representative)
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (filled in and signed by an authorised representative)
- Annex 6: Letter of intent from each subcontractor (signed by an authorised representative) or external expert to confirm their willingness and availability to perform the tasks.

### **3 SIGNATURE OF THE TENDER**

The signature of the tenderer's authorised representative or representatives (preferably in blue ink) on the administrative identification form (**Annex 1**) will be considered as the signature of the tender, binding the single tenderer or the group of partners to the terms included in the tender.

### **4 LAYOUT OF THE TENDER**

All tenders must be clear, complete and consistent with all the requirements laid down in the tendering documents and **presented in 3 sections** as follows:

#### **4.1 Administrative section**

The documentary evidence required in accordance with part 2 section 2, section 3, section 5.1.3 and section 5.2 of the Tender Specifications must be included in the administrative section of the tender. **Tenders not including the necessary evidence may be rejected.**

#### **4.2 Technical section**

This section must address all the requirements laid down in Part 1 - Technical description of the tender specifications. Information included here will be used to conduct the qualitative assessment of the tenders on the basis of the technical award criteria listed in section 5.3 below.

#### **4.3 Financial section**

The price quoted must fulfil the following requirements:

- A **total** fixed price expressed **in Euro** must be included in the tender.
- The price quoted must **be firm and not subject to revision.**
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967), the Communities are exempt from all charges, taxes and dues. Such charges may not therefore be included in the calculation of the price quoted. **The VAT amount must be indicated separately.** VAT exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

- The price quoted shall be subject to the terms set in Article I.3 of the model contract attached.
- The price must fall within the scope of these tender specifications and be broken down into unit prices and quantities per each of the following categories:
  - (a) Professional fees. The daily fee and total number of person/days for each category of staff working on the contract must be specified.
  - (b) Travel and subsistence expenses. In the event of travel being necessary to carry out the duties specified in the tender, travel and subsistence expenses shall be paid as indicated in the tender.
  - (c) Other expenses (outsourced services or supplies, e.g. translation expenses, printing expenses, website development, etc.)

The financial section must be submitted in a separate envelope, upon which shall be written the reference of the call for tender as indicated in the invitation, and with the clear mention “Financial section”

The total price quoted cannot exceed 250.000 euros. Tenders with a higher total price will be rejected.

## **5 EVALUATION OF TENDERS**

The evaluation of tenders will be done in accordance with the following subsequent steps:

- The Commission verifies that the **tenderer** is not in one of the situations covered by the exclusion criteria (first step, see section 5.1 below)
- The Commission verifies that the **tenderer** has the appropriate capacities to perform the contract on the basis of the selection criteria (second step, see section 5.2 below)
- The Commission assesses the **tender** on the basis of the award criteria (third step, see section 5.3 below).

### **5.1 Exclusion Criteria**

**5.1.1.** Pursuant to Article 45(2) of Council Directive 2004/18/EC and to Article 93(1) of the Financial Regulation, the Commission will exclude tenderers from participation in the procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation.

Points (a) to (d) of the first subparagraph shall not apply in the case of purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or from the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

For the purpose of the correct application of the above paragraph, the candidate or tenderer, whenever requested by the contracting authority, must:

- (a) where the candidate or tenderer is a legal entity, provide information on the ownership or on the management, control and power of representation of the legal entity,
- (b) where subcontracting is envisaged, certify that the subcontractor is not in one of the situations referred to in paragraph 1 of Article 93 of the Financial Regulation.

**5.1.2.** Pursuant to Article 45(2) of Council Directive 2004/18/EC and Article 94 of the Financial Regulation, a contract shall not be awarded to candidates or tenderers who, during the procurement procedure for this contract:

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in Article 93(1) of the Financial Regulation, for this procurement procedure.

**5.1.3. Tenderers – including sub-contractors if any - shall provide a declaration on their honour (Annex 4)**, duly signed and dated, stating that they are not in one of the situations referred to in Article 93(1) or 94 of the Financial Regulation. The tenderers must undertake to inform the Commission, without delay, of any changes with regard to these situations after the date of submission of the tender.

**5.1.4. In addition, for contracts of a value higher than EUR 133.000, ONLY the tenderer to whom the contract is to be awarded** shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the following evidences (if the tender is proposed by partners, these evidences must be submitted by each partner):

- 1) The contracting authority shall accept as satisfactory evidence that the candidate or tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document, **issued less than 12 months before the date of the letter informing of the contract award** by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a certificate by the competent authority of the State concerned, **issued less than 12 months before the date of the letter informing of the contract award**.
- 2) Where the document or certificate referred to in the first subparagraph is not issued in the country concerned and for the other cases of exclusion referred to in Article 93(1) of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made

by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1) and 2) shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

In case of doubt on the declaration on the honour provided by the subcontractor(s) in accordance with the indications of point 5.1.3 above, the contracting authority shall request the evidence referred to in points 1) and 2) above from the subcontractor(s).

#### **5.1.5. Administrative and financial penalties**

1. **By returning the form in Annex 4 duly signed and dated**, tenderers confirm that they have been notified of the following points: Each institution has a central database containing information on tenderers who have been in one of the situations described under 5.1.1 and 5.1.2 above. The sole purpose of this database is to ensure, in compliance with Community rules on the processing of personal data, that the above-mentioned cases of exclusion are applied correctly. Each institution has access to the databases of the other institutions.
2. In accordance with Article 96 of the Financial Regulation the contracting authority may impose administrative or financial penalties on the following:
  - (a) candidates or tenderers in the cases referred to in point (b) of Article 94 of the Financial Regulation;
  - (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

In all cases, however, the contracting authority must first give the person concerned an opportunity to present his observations.

3. The penalties referred to in paragraph 2 shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist in:
  - (a) exclusion of the candidate or tenderer or contractor from the contracts and grants financed by the Community budget for a maximum period of ten years; and/or
  - (b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract in question.
4. In accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation, the cases referred to in point e) of 5.1.1. above shall be the following:
  - (a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);
  - (b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 (OJ C 195, 25.6.1997, p. 1);
  - (c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 351, 29.12.1998, p. 1);
  - (d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).

5. Pursuant to article 133a of the Regulation laying down the rules for the implementation of the Financial Regulation, in order to determine duration of exclusion and to ensure compliance with the principle of proportionality, the institution responsible shall take into account in particular the seriousness of the facts, including their impact on the Communities' financial interests and image and the time which has elapsed, the duration and recurrence of the offence, the intention or degree of negligence of the entity concerned and the measures taken by the entity concerned to remedy the situation.

When determining the period of exclusion, the institution responsible shall give the candidate or tenderer concerned the opportunity to express their views.

Where the duration of the period of exclusion is determined, in accordance with the applicable law, by the authorities or bodies referred to in Article 95(2) of the Financial Regulation, the Commission shall apply this duration up to the maximum duration laid down in Article 93(3) of the Financial Regulation.

6. The period referred to in Article 93(3) of the Financial Regulation is set at a maximum of five years, calculated from the following dates:
  - (a) from the date of the judgment having the force of *res judicata* in the cases referred to in points (b) and (e) of Article 93(1) of the Financial Regulation;
  - (b) from the date on which the infringement is committed or, in the case of continuing or repeated infringements, the date on which the infringement ceases, in the cases referred to in Article 93(1)(c) of the Financial Regulation.

That period of exclusion may be extended to ten years in the event of a repeated offence within five years of the date referred to in points (a) and (b), subject to paragraph 5.

7. Candidates and tenderers shall be excluded from a procurement and grant procedure as long as they are in one of the situations referred to in points (a) and (d) of Article 93(1) of the Financial Regulation.
8. Pursuant to article 134b of the Regulation laying down the rules for the implementation of the Financial Regulation, without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have made false declarations, have made substantial errors or committed irregularities or fraud, or have been found in serious breach of their contractual obligations may be excluded from all contracts and grants financed by the Community budget for a maximum of five years from the date on which the infringement is established as confirmed following an adversarial procedure with the contractor.

That period may be extended to ten years in the event of a repeated offence within five years of the date referred to in the first subparagraph.

9. Tenderers or candidates who have made false declarations, have committed substantial errors, irregularities or fraud, may also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded.

Contractors who have been found in serious breach of their contractual obligations may be subject to financial penalties representing 2% to 10% of the total value of the contract in question.

That rate may be increased to 4% to 20% in the event of a repeat infringement within five years of the date referred to in the first subparagraph of paragraph 8.

The institution shall determine the administrative or financial penalties taking into account in particular the elements referred to in Article 133a(1) of the Regulation laying down the rules for the implementation of the Financial Regulation.

## 5.2 Selection criteria

The following selection criteria will be used to select the tenderers. If the tender is submitted by partners (as defined under section 2.2 above) these selection criteria must be fulfilled by each partner.

Documentary evidence of the tenderers' claims in respect of the selection criteria is required as indicated below. The tender should also include any other document that the tenderer(s) wish(es) to include by way of clarification.

### 5.2.1 Professional information

Criterion:	Enrolment in one of the professional or trade registers in the country of establishment
Documentary evidence:	Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment

### 5.2.2 Financial and economic capacity

Criterion:	Sufficient financial and economic standing
Documentary evidence:	Annual income statements and balance sheets or extracts there from for the last three financial years  Statement of overall turnover and turnover from contracts in the field of analysing science, research and innovation policies in the last three financial years.

If, for some exceptional reason which the Commission considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Commission considers appropriate. In any case, the Commission must at least be notified of the exceptional reason and its justification in the tender. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

### 5.2.3 Technical background

Criterion:	Relevant expertise of the tenderer and other applicants, including subcontractors if any, acquired in the last three years, in: <ul style="list-style-type: none"> <li>▪ studies, surveys and other forms of analysis on science, research and innovation policies;</li> <li>▪ Event organisation;</li> <li>▪ Dissemination activities, including publishing and web.</li> </ul>
Documentary evidence:	List of contracts carried out in the past three years, or currently being performed, in the areas listed above.

Criterion:	Experience, technical knowledge and credibility of proposed team
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Documentary evidence:	Concise but informative curricula vitae of team members, demonstrating professional experience in the field of analysing science, research and innovation policies of at least six years.
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Criterion:	Management capability
Documentary evidence:	List of contracts relevant to this tender and their respective values performed in the last five years

### 5.3 Award criteria

#### 5.3.1 Technical award criteria

The tenders will be qualitatively assessed on the basis of the technical award criteria and respective scores listed below:

<u>Technical award criterion</u>	<u>Maximum score/weighting</u>	<u>Threshold</u>
<p><b>1. Understanding of the tasks required</b></p> <ul style="list-style-type: none"> <li>▪ Understanding of specific and long-term objectives</li> <li>▪ Value added in respect of information included in the tender specifications</li> </ul> <p>(All the sub-criteria above are of equal relative importance)</p>	<b>40</b>	<b>20</b>
<p><b>2. Technical quality of the tender</b></p> <ul style="list-style-type: none"> <li>▪ Completeness and full coverage of the scope of the tasks</li> <li>▪ Quality of the overall methodological approach</li> <li>▪ Soundness and appropriateness of the proposed data gathering techniques and analysis tools</li> <li>▪ Quality of the networking approach and interaction with relevant stakeholders, political and funding bodies for information gathering and validation</li> <li>▪ Quality of the dissemination strategy and implementation plan</li> <li>▪ Degree to which all relevant issues are covered</li> <li>▪ Quality of proposed deliverables</li> <li>▪ Degree of innovation in the approach</li> </ul> <p>(All the sub-criteria above are of equal relative importance)</p>	<b>40</b>	<b>20</b>
<p><b>3. Management</b></p> <ul style="list-style-type: none"> <li>▪ Feasibility to meet the objectives specified in the tender specifications</li> </ul>	<b>20</b>	<b>10</b>

<ul style="list-style-type: none"> <li>▪ Sound and realistic allocation of financial and human resources, including allocation of expertise</li> </ul> <p>(All the sub-criteria above are of equal relative importance)</p>		
<b>TOTAL</b>	<b>100</b>	<b>60</b>

Minimum score per criterion (threshold):

Tenders scoring less than 50% of the maximum score for any technical award criterion will be considered of insufficient quality and rejected.

Minimum total score (threshold):

Tenders with a total score of less than 60 points at the end of the evaluation process will be considered of insufficient quality and rejected.

### **5.3.2 Price**

The price quoted must comply with the requirements laid down in Part 2 - section 4.3 above.

## **6 AWARD OF THE CONTRACT**

The Contract shall be awarded to the tender offering the best value for money, which will be the one with the best quality/price ratio, taking into account the award criteria listed in section 5.3. The qualitative score obtained for the technical award criteria will be divided by the total price of the tender.

## **7 PAYMENT AND STANDARD CONTRACT**

- Payments under the contract shall be made in accordance with articles I.4 and II.4 of the model contract attached.
- Depending on the financial solidity of the tenderer, payment of the pre-financing may be made conditional upon the furnishing by the Contractor of a financial guarantee.
- In any case, a financial guarantee shall be required for the payment of pre-financing exceeding EUR 150.000. The guarantee shall be supplied by a bank or an authorised financial institution. The guarantee shall be denominated in Euro. The guarantee shall be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms of the contract.

## **8 VALIDITY OF THE TENDER**

Period of validity of the tender shall be nine months from the closing date for submission of the tender given above.

## **9 ADDITIONAL PROVISIONS**

- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.

- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- All documents submitted by tenderers will become property of the Commission and will be regarded as confidential.

#### **10 LIQUIDATED DAMAGES: SEE ARTICLE II.16 OF THE MODEL CONTRACT**

#### **11 NO OBLIGATION TO AWARD THE CONTRACT**

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. Should the invitation to tender cover several items or lots, the Commission reserves the right to award a contract for only some of them. The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

#### **12 RESULTS**

The results of the service must be forwarded to the Commission of the European Communities in Brussels. **The copyright will belong to the Commission;** the Commission will in particular have the right to publish the results.

#### **13 DISCLAIMER**

The following sentence is to be prominently displayed on the cover of each working paper and the final report of the study. The disclaimer should also be incorporated into the introduction of each working paper and final report.

**The opinions expressed in this study are those of the authors and do not necessarily reflect the views of the European Commission.**

**PART 3: ANNEXES**

**ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM**

<u>TENDERER'S ID</u>	
Name	
Legal form	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address of registered office	
Contact address (if different)	
URL	
<u>AUTHORISED REPRESENTATIVE(S)<sup>4</sup></u>	
<u>CONTACT PERSON</u>	
Name	
Forename	
Position	
Telephone	
Fax	
Email	
<u>DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):</u> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	

Place and date:

Name (in capital letters) and signature:

<sup>4</sup> Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided under section 2.3

## **ANNEX 2: LEGAL ENTITIES FORM**

**As required in PART 2 under section 2.3 of the tender specifications.**

A standard template in each EU language is available at:

[http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

## **ANNEX 3: BANK IDENTIFICATION FORM**

**As required in PART 2 under section 2.3 of the tender specifications**

A standard template in each EU language is available at:

[http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm)

<b>ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST</b>
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The undersigned *[name of the signatory of this form, to be completed]*:

in his/her own name *(if the economic operator is a natural person)*

or

representing *(if the economic operator is a legal person and the declaration is signed by a director or person with powers of representation)*

official name in full:

official legal form:

official address in full:

VAT registration number:

declares that he/she / the company or organisation that he/she represents:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;
- e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal

practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.

- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above<sup>5</sup>.

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.]

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature

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<sup>5</sup> Mandatory for contracts of value above €133 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

**ANNEX 5: POWER OF ATTORNEY**

MANDATING ONE OF THE PARTNERS IN A JOINT TENDER AS LEAD PARTNER  
AND LEAD CONTRACTOR

**(to be filled in and signed by each of the partners in a joint tender)**

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the European Commission awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
  - (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
  - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: [Provide details on bank, address, account number].
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
  - (a) The lead partner shall submit the tender on behalf of the group of partners.
  - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
  - (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in ..... on [dd/mm/yyyy]

Place and date:

Name (in capital letters), function, company and signature:

**ANNEX 6: LETTER OF INTENT FOR SUB-CONTRACTORS AND EXTERNAL EXPERTS**

**The role of e-Infrastructures in the creation of global virtual research communities**

The undersigned: .....

Name of the company/organisation: .....

Address: .....

**Option 1: Company/Organisation**

Declares hereby that, in case the contract is awarded to [name of the tenderer], the company/organisation that he/she represents, intends to collaborate in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract.

**Option 2: External individual expert**

Declares hereby that, in case the contract is awarded to [name of the tenderer], he/she intends to collaborate in an individual capacity as an external expert in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract.

Place and date:

Name (in capital letters) and signature: