

TENDER SPECIFICATIONS

EUROPEAN DIRECTORY OF WOMEN AND ICT

SMART 2008/0057

TABLE OF CONTENTS

PART 1: TECHNICAL DESCRIPTION	1
1 CONTEXT	1
2 OBJECTIVES	1
3 DURATION	2
4 REPORTING, MEETINGS AND TIMETABLE	2
4.1 REPORTING	2
4.2 MEETINGS AND TRAINING WORKSHOP	3
4.3 TIMETABLE.....	4
5 TERMS OF APPROVAL OF REPORTS	5
PART 2: ADMINISTRATIVE DETAILS	1
1 ELIGIBILITY REQUIREMENTS	1
2 ADMINISTRATIVE REQUIREMENTS	1
2.1 DIFFERENT WAYS TO SUBMIT A TENDER	1
2.2 JOINT TENDERS AND SUBCONTRACTING.....	1
2.2.1 <i>Joint tenders</i>	1
2.2.2 <i>Subcontracting</i>	2
2.3 IDENTIFICATION OF THE TENDERER – LIST OF FORMS & EVIDENCES REQUIRED.....	2
3 SIGNATURE OF THE TENDER	3
4 LAYOUT OF THE TENDER	3
4.1 ADMINISTRATIVE SECTION	3
4.2 TECHNICAL SECTION.....	3
4.3 FINANCIAL SECTION.....	3
5 EVALUATION OF TENDERS	4
5.1 EXCLUSION CRITERIA	4
5.2 SELECTION CRITERIA	8
5.2.1 <i>Professional information</i>	8
5.2.2 <i>Financial and economic capacity</i>	8
5.2.3 <i>Technical background</i>	8
5.3 AWARD CRITERIA	9
5.3.1 <i>Technical award criteria</i>	9
5.3.2 <i>Price</i>	10
6 AWARD OF THE CONTRACT	10
7 PAYMENT AND STANDARD CONTRACT	10
8 VALIDITY OF THE TENDER	10
9 ADDITIONAL PROVISIONS	10
10 LIQUIDATED DAMAGES: SEE ARTICLE II.16 OF THE MODEL CONTRACT	11
11 NO OBLIGATION TO AWARD THE CONTRACT	11
12 RESULTS	11
13 DISCLAIMER	11
PART 3: ANNEXES	12

ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM 12

ANNEX 2: LEGAL ENTITIES FORM 13

ANNEX 3: BANK IDENTIFICATION FORM 13

**ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND
ABSENCE OF CONFLICT OF INTEREST..... 14**

ANNEX 5: POWER OF ATTORNEY 16

ANNEX 6: LETTER OF INTENT FOR SUB-CONTRACTORS AND EXTERNAL EXPERTS..... 17

PART 1: TECHNICAL DESCRIPTION

1 CONTEXT

Within the framework of enhancing the presence of women in the ICT sector, ensuring the availability to the sector of the necessary human resources and encouraging diversity in the design and production of technology, a number of initiatives at national, European and international level have been launched. These initiatives aim to encourage young women to choose to study and work in the sector and ensure their participation in the use, design and production of information and communication technologies and services.

2 OBJECTIVES

In order to facilitate access to and the sharing of information regarding initiatives relating to the participation of women in the ICT sector and the exchange of experience and best practice and in order to discourage the fragmentation and repetition of activities, the European Commission wishes to set up a European Directory of Women and ICT (WICT). The European Directory will be an Internet-based platform comprising all key stakeholders and activities (public, private, research, NGO and project) in the European Union. It will serve as a searchable database where activities, interventions, best practices, relevant statistics and indicators for women in ICT from all parts of the EU will be available. It will also provide a platform for interaction between stakeholders in particular for person mobility, development of skills and entering or re-entering the labour market. It will have additional practical uses such as deciding on new activities or building on existing ones, seeking partners and setting up consortia to bid for projects and other.

The Directory will address all stakeholders, male and female, categorised in groups of activity. It will include CVs, keywords corresponding to the area of interest and expertise, current personal and professional activities and past, present and forthcoming events related to the area of WICT at large.

The contractor is required to work on two different issues: the Directory structure and content and the web portal.

The portal will have two main aims:

Operate as an entry point to a single, searchable repository of information about activities in the area of Women and ICT, whether at the level of public policy, of education and training institutions, of companies, or other entities and will include a database of women active or working in the sector.

Provide an on-line space for interaction between stakeholders, allowing the posting (uploading and downloading) of documents and other relevant materials (e.g. videos) on activities on Women in ICT; posting of announcements, publications of calls for tenders or proposals, on-line discussions and exchanges.

To achieve these objectives the portal should:

- Be user friendly
- Provide a public space where stakeholders register and can be easily identified and assessed on-line.

- Be expandable for each category (actor, actions, legislation, etc)
- Be easy to search using suitable Query Language
- Provide a secure system which will allow access only after registration and verification of provided data.
- Will safeguard and manage the personal data of all persons involved in this framework, as foreseen by the European legislation.
- Be in English but have the capacity to become multilingual in due course
- Create a periodic newsletter to be e-mailed to all registered participants to draw their attention to new developments.
- Enable mapping, categorisation and registration and evaluation of entries.

Bidders should explain broadly in their offers how they propose to address these requirements.

In addition to the setting-up of the portal, the successful bidder would also undertake the management, maintenance, updating and upgrading (make basic changes if necessary to improve the structure) of the Directory for one year after the completion of the initial system. During this period improvements based on users' comments and identification of problems are to be made.

The main structure and operations of the web portal will be in English although main policy documents could, if available, be posted in as many languages as possible. User comments, when received, should be posted in their original form in the Users' Forum.

For the full project duration, the whole system will be hosted in the resources provided by the contractor(s), who must ensure a good Quality of Service in terms of system performance. The final project recommendation should include suggestions on where and how the system should be ported and maintained.

3 DURATION

Duration of the tasks must not exceed 20 months and is subject to the provisions of Art. I.2.3 of the contract. The first 8 months refer to the actual design, collection of data and production of the Directory whilst the remaining 12 months would serve for operating, testing, upgrading and updating the system, as the need arises after the comments and recommendations of the users.

4 REPORTING, MEETINGS AND TIMETABLE

4.1 Reporting

The reports listed below must be provided by the contractor:

- **Inception report**, specifying the methodology, resources and objectives provided in the tender in accordance with the indications provided by the Commission during the inception meeting (see section 4.2 below). The inception report will be made available to the Commission's services within 2 months after signature of the contract by the last contracting party.
- **1st Interim report** which will cover the design of the system, the identification of categories and main stakeholders. The 1st interim report shall be made available to the Commission's services within 5 months after signature of the contract by the last contracting party. The report will include a draft presentation of the **Web Portal** and information concerning the content in particular: building of the web portal including a **repository of data**, an **electronic**

posting of pre-notification and publication of information, forthcoming projects, ICT industry notices; and eventually a **virtual forum** enabling on-line discussions.

- **2nd Interim report**, including the following sections:
 1. Finalisation of system design and content.
 2. "Users' Guide"
 3. Proposal of upgrading and updating plan.
 4. Final Webpage/site.

The 2nd interim report shall be made available to the Commission's services within 8 months after signature of the contract by the last contracting party.

- **1st Technical report**, including time-sheets on man/days consumption, travel details, use of consumables, etc. This would be submitted with the 2nd Interim report.
- **3rd Interim report** which will cover information on the upgrading, troubleshooting and any additions to the Directory. The 3rd interim report shall be made available to the Commission's services within 14 months after signature of the contract by the last contracting party. A properly structured "Test and Validation Plan" should be included.
- A **final report** shall be made available to the Commission's services 20 months after signature of the contract by the last contracting party.
- 1. Executive summary
 2. Final "Users' Guide" also including hardware and software specifications
 3. The results of Testing and Validation activities foreseen by the relevant Plan
 4. Clear and detailed "Training Plan" for all types of staff which will take over the platform
 5. Conclusions and recommendations

The final report shall be provided in 3 bound paper copies including annexes and in a "PDF" format suitable for publication by the Commission's services on the Commission website. The finalised and upgraded system including the software for the web platform (portal) will be delivered.

- **2nd Technical report**, including e.g. time-sheets on man/days consumption, travel details, use of consumables, etc. This will be submitted with the Final Report within 20 months after signature of the contract by the last contracting party.

4.2 Meetings and Training Workshop

1. Travel expenses to be borne by the contractor for its own staff shall be included in the total price in accordance with instructions in Part 2 section 4.3 of these Tender Specifications
2. Hotel and subsistence expenses to be borne by the contractor for its own staff shall be included in the total price in accordance with instructions in Part 2 section 4.3 of these Tender Specifications
3. Selection and invitation of invitees and speakers is to be made in agreement with the Commission services.
4. Agenda drafting and planning is to be made by the contractor in agreement with the Commission services.

Inception meeting

An inception meeting will be organised by the Commission's services at the Commission's 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.

1st Interim meeting

A 1st interim meeting during which the contractor will present the interim results will be held within 4 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalise the 1st interim report on the basis of the outcome of the interim meeting.

2nd Interim meeting

A 2nd interim meeting during which the contractor will present the interim results will be held within 7 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalise the 2nd interim report on the basis of the outcome of the interim meeting.

Workshop

The 2nd Interim report as approved by the Commission in accordance with section 5 below will be presented by the contractor during a workshop to be held within 8 months after signature of the contract by the last contracting party. The contractor is expected to provide a senior member of staff having worked on the contract to deliver a presentation on the main results. The workshop will be held in Brussels at the Commission's premises and will last 1 day.

Final meeting

A final meeting during which the contractor will present the final web portal and content as well as recommendations for future work and upgrading will be held within month 20 (19 months) after signature of the contract by the last contracting party. It will be organised by the Commission's services, who may invoke the help of external experts, at the Commission's premises in Brussels. The contractor will have to finalise the final study report on the basis of the outcome of the final meeting.

4.3 Timetable

Deliverable ↓	Meeting ↓	Month →									
	Inception meeting		1								
Inception report				2							
	1 st Interim meeting				4						
1 st Interim						5					

Report											
	2 nd Interim meeting						7				
2 nd Interim Report								8			
1 st technical report								8			
	Workshop							8			
3 rd Interim Report									14		
	Final meeting									19	
Final Report											20
2 nd technical report											20

5 TERMS OF APPROVAL OF REPORTS

After reception of each report included in section 4.1 above, the Commission will have 20 (twenty) calendar days in which:

- 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 (twenty) 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 form¹ (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 form² (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 form³ (filled in, signed by an authorised representative, and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)

¹ A standard template in each EU language is available at:
http://ec.europa.eu/budget/execution/legal_entities_en.htm

² A standard template in each EU language is available at: http://ec.europa.eu/budget/execution/ftiers_en.htm

³ A standard template in each EU language is available at:
http://ec.europa.eu/budget/execution/legal_entities_en.htm

- 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)
- 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 man/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 (e.g. outsourced services or supplies)

The part that the tenderer intends to subcontract shall be precisely indicated and detailed. The maximum sub-contracting allowed for this contract is 30 % of the total price.

The total price quoted cannot exceed 250,000 (two hundred fifty thousands) 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 3 (three) financial years Statement of overall turnover and turnover from contracts in the field of work in relevant issues for the in the last 3 (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 the field of ICT and women related work and web applications. Experience in international projects in the area of women and ICT.
Documentary evidence:	List of contracts in the field of gender ICT and website related work performed in the past three years, or currently being performed, with their respective values

Criterion:	Experience, technical knowledge and credibility of proposed team
Documentary	Concise but informative curricula vitae of team members, demonstrating proven

evidence:	professional experience in the field of gender research of at least 3 (three) years
Criterion:	Management capability
Documentary evidence:	List of contracts of a value of at least 30,000 euros each performed by the tenderer(s) (and subcontractor(s), if any) in the last three 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:

1. Technical Award Criterion	Maximum score/weighting	<u>Threshold</u>
<p>2. Understanding of the tasks required:</p> <ul style="list-style-type: none"> • Understanding of specific and long term objectives of the Directory • Value added in respect of information included in the tender specifications • Understanding of future work in terms of upgrade, update and maintenance. <p>(All the sub-criteria above are of equal relative importance)</p>	30	15
<p>3. Technical quality of the tender</p> <ul style="list-style-type: none"> • Completeness and full coverage of the scope of the tasks • Quality of methodological approach • Degree of innovation • Degree of proposed upgrading and tuning • Methodology to collect, categorise and analyse data; Soundness and appropriateness of the proposed analysis tools and data gathering techniques • EU and International value added • Quality of proposed deliverables <p>(All the sub-criteria above are of equal relative importance)</p>	60	30
<p>4. Management</p> <ul style="list-style-type: none"> • Feasibility to meet the objectives specified in the tender specifications • Sound and realistic allocation of financial and human resources including allocation of 	10	5

expertise. (All the sub-criteria above are of equal relative importance)		
TOTAL	100	60

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 report and deliverable. The disclaimer should also be incorporated into the introduction of report and deliverable.

<p>The opinions hereby expressed are those of the authors and do not necessarily reflect the views of the European Commission.</p>

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)⁴</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:

⁴ 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

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

ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST
--

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 above⁵.

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

⁵ 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

EUROPEAN DIRECTORY OF WOMEN AND ICT

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: