

# **Tender Specifications**

**Invitation to tender N° RTD – L4 – 2007 – 1**

**Open Procedure**

**Meta-analysis of gender and science research**

**I.1.1.** The subject of the Contract is a meta-analysis of research produced in the last 25 years on gender in research, covering horizontal and vertical segregation in the EU and the states associated to the Seventh Framework Programme.

# 1 Services and deliverables

## 1.1 General context

On 17 February 1999, the European Commission adopted a Communication<sup>1</sup> entitled "Women and Science: mobilising women to enrich European research". This Communication set out an action plan detailing the measures that would be undertaken by the Commission with a view to addressing the question of the under-representation of women in scientific research and technological development and ensuring a better integration of the gender dimension in research policy.

In March 2002, the Commission published a report entitled National Policies on Women and Science in Europe<sup>2</sup>. This provided a complete overview of policies implemented in 30 countries to promote women and science, as well as national statistical profiles for the countries concerned. The report was seen as a practical tool, designed to enable each country to draw from the experiences of others and to adopt measures which had proven successful.

In 2003 the Enwise group examined the conditions and status of women scientists in Central and Eastern Europe and in the Baltic States. Its report<sup>3</sup> highlights the influence of the specific gender policy implemented in these countries, the restructuring of research systems during the transition period and the impact of these changes on the prospects of women scientists.

A "benchmarking national policies on women and science" study is underway with results expected in 2007 to update the 2002 National Policies report and Enwise report. In 2003 and 2006, the Commission also published She Figures<sup>4</sup>, a comprehensive collection of statistics and indicators on women and science.

Progress made in increasing the participation of women in scientific research in the EU Member States is set out in the Commission Working Document Women and Science: Excellence and Innovation – Gender Equality in Science<sup>5</sup>. It shows the increasing importance given to gender equality in science at national level and provides a first indication of the types of policies currently implemented to achieve this objective. An Expert Group on women in research decision-making was set up in October 2006 and will produce a report on the subject at the end of 2007.

DG Research of the European Commission is responsible for implementing the Seventh Framework Programme for RTD<sup>6</sup>. The present study is foreseen in the Science in Society Work Programme<sup>7</sup>, which is part of the Capacities Specific Programme<sup>8</sup>.

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<sup>1</sup> COM (1999) 76 final of 17.2.1999

<sup>2</sup> ISBN 92-894-3579-8 (Office for Official Publications of the European Communities)

<sup>3</sup> *Waste of Talents: turning private struggles into a public issue* – ISBN 92-894-6750-9 (Publications Office)

<sup>4</sup> ISBN 92-894-5812-7 and ISBN 92-79-01566-4 (Publications Office)

<sup>5</sup> SEC(2005) 370 of 11 March 2005

<sup>6</sup> Decision 1982/2006/EC of the European Parliament and of the Council of 18 December 2006 concerning the Seventh Framework Programme. OJ L 412 of 30 December 2006

<sup>7</sup> Available on <http://cordis.europa.eu/fp7/dc/index.cfm>

<sup>8</sup> COUNCIL DECISION 2006/974/EC of 19 December 2006 on the Specific Programme "Capacities" published in OJ L 400 of 30 December 2006

## 1.2 Scope and objectives

1. The purpose of this study is to collect and analyse gender and science research on the following topics:
  - a) horizontal segregation in research careers: this covers the issue of choice of scientific subjects by girls and occupational choices by women, the perception and attractiveness of Science Engineering and Technology (SET), the causes underlying these choices (e.g. stereotypes, influence of family and role models, etc.), the causes of success and failure at university level, etc.
  - b) vertical segregation: this topic covers the barriers for women to reach top scientific positions ("glass ceiling" or "sticky floor"), mentoring / tutoring initiatives, etc.
  - c) the underlying causes and effects of these two aspects, including work-life balance issues, pay gap, mobility-related obstacles, dual careers, evidence of discrimination, working culture, stereotypes etc.
2. The objectives are to:
  - a) Provide an exhaustive overview and analysis of all research carried out at European, national, and regional levels.
  - b) Make the study results accessible to researchers and policy-makers via publishable reports and an informed bibliography available in a database
  - c) Steer policy-making on gender and research in the years to come and define future research priorities within the Seventh Framework Programme, in particular through good practice examples and gap analysis in the various research topics
3. The scope of the study is limited to gender in science and research. It will be essential to cover the research produced in all European languages, and to make it available in the English language.
4. The study shall cover the 27 EU Member States as well as the Associated States to the Seventh Framework Programme (Norway, Iceland, Israel, Switzerland, Turkey, and Croatia).
5. The study must encompass the period ranging from 1980 until 2007.
6. The data sources to be used are all existing research on the above subjects: exhaustive literature review, secondary data collection, including of a statistical nature, and actions and projects carried out at European or national levels. The Commission will provide the studies and project results financed by DG Research in the past.

## **1.3 Tasks and deliverables**

The contract shall last for 30 months.

### ***1.3.1 Task 1: Structure***

Define a structure for mapping and classifying the research results and data for each of the topics described above. This structure should then serve as a basis for the searchable database, in particular through the definition of key words and topics.

### ***1.3.2 Task 2: Informed bibliography***

Identify research on each of the topics, and prepare an informed bibliography. This entails that each document surveyed by the Contractor should be adequately referenced and should be accompanied with an abstract in English on the topic / main results of the document and should be linked to key words. This informed bibliography will be made available on a database.

### ***1.3.3 Task3: Analysis of research***

Prepare a literature review, explaining the state of play under each of the topics defined in Task 1 and based on the research bibliography, and synthesise the research in order to identify the most important results obtained, but also the gaps in research. This should translate into thematic reports, by topics and by countries (or groups of countries). The Contractor should define how to group topics / similar countries in a way that will be most useful to policy-makers, and should therefore propose a list of topical reports.

A final synthesis report will present the main findings of the various topical reports and will provide recommendations for policy-makers, at European, national and regional levels as appropriate. This synthesis report is intended for wide dissemination and as a basis for future policy and research work under the Seventh Framework Programme.

### ***1.3.4 Task 4: Database and website***

Create a searchable database to enable access to the research identified. The database should be maintained as an online website throughout the duration of the project, and should be filled in during the performance of the project (in particular Task 2). At the end of the project, the final searchable database should be provided to the Commission on CD-ROM or DVD, unless the website can be hosted beyond project duration. The website should also be used as an instrument for visibility of the project.

### ***1.3.5 Task 5: Conference***

Towards the end of the project, the dissemination of results and recommendations should be communicated through a final conference in Brussels targeted essentially at policy-makers at European, national and regional levels. The costs of organising the conference, including venue, speakers' and selected guests' travel, accommodation and experts' fees, should be covered by the Contractor. The proceedings of the Conference (speakers' contributions, discussions, conclusions) should be summarised by the Contractor in order to make them available to a wider audience.

### **1.3.6 Task 6: Reporting and meetings**

The Contractor should foresee quarterly meetings with the Commission to monitor progress, including a kick-off and final meeting. The Contractor may also be requested to attend meetings with expert groups to present progress and intermediate results. There will be a maximum of 6 such meetings. They may be held in Brussels or in the country of the EU Presidency.

The Contractor is expected to provide the following reports on the progress of the project:

1. An inception report within one month of signature of the contract. This will include a detailed work plan, covering all tasks, methodological issues, and a draft of the structure foreseen in task 1. The inception report will be discussed during the kick-off meeting and approved by the Commission.
2. A first interim report detailing progress and identifying issues in the implementation of the contract should be provided within 6 months of contract signature. It should be accompanied with draft / final deliverables for tasks 1, 2 and 4.
3. A second interim report detailing progress and identifying issues in the implementation of the contract should be provided within 12 months of contract signature. It should be accompanied with deliverables for tasks 2, 3 and 4.
4. A third interim report detailing progress and identifying issues in the implementation of the contract should be provided within 18 months of contract signature. It should be accompanied with deliverables for tasks 2, 3 and 4.
5. A final report on the implementation of the contract including delivery of task 5 before the end of the contract.

These progress reports should be submitted in electronic format (Word™) and in two paper copies, and should not be more than 30 pages.

### **1.3.7 Deliverables**

1. All topical and country reports, as well as the final synthesis report, should include an executive summary and should be delivered in native-level English. The Commission will give specifications on the layout of the reports.
2. The Commission expects no more than 25 topical / country (or region) reports to be produced overall and their maximum length (excluding the executive summary of maximum 15 pages and the annexes) should be 150 pages. The reports should be submitted in draft version for approval in electronic Adobe PDF™ format and in two paper copies. The Commission will give its approval or its corrections (format and content) within one month of receiving the deliverable. After approval, these reports should be provided in high-resolution printable Adobe PDF™ formats.
3. The synthesis report should have a maximum of 250 pages (excluding annexes) and its executive summary maximum 50 pages. Both will be provided in draft version as above at month 24 of the Contract. After approval (format and content), the Contractor will provide 3,000 printed copies of the executive summary and 1,000 copies of the synthesis report.

4. The database should be developed using ColdFusion™. The Contractor will detail the technical aspects of the database in the offer.
5. The Conference is expected to take place at month 28 of the Contract. The proceedings should be a short document including conference programme, short paragraph on each of the speakers, participants' list (name and organisation), written contribution of the speakers, discussions and conclusions. This should be provided in Adobe PDF™ format and will be approved by the Commission.

### **1.3.8 Resources**

1. It is expected to use as a minimum one correspondent per country / language group defined in Section 1.2., paragraph 4, as appropriate to ensure proper coverage. A list of such correspondents, with their background and experience, should be provided in the tender.
2. A steering committee shall be constituted to oversee the input from all country / language correspondents in order to ensure the high quality and necessary level of detail of all deliverables, and in particular the synthesis report.
3. The members of the steering group must have at least 8 year relevant experience.

## **1.4 Ownership and intellectual property rights**

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the contract, shall be owned solely by the Commission, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

## **2 Payments and guarantees**

### **2.1 Payments**

Payments under the contract shall be paid in accordance with the following schedule, upon registration of a valid request for payment:

- a) within 30 days of the signature of the contract by both parties, a pre-financing of 30% of the maximum amount to be paid by the Commission under the Contract;
- b) 20% within 30 days of acceptance by the Commission of the second interim report and related deliverables due at month 12;
- c) 20% within 30 days of acceptance by the Commission of the third interim report and related deliverables due at month 18;
- d) the balance within 30 days after approval of the final report by the Commission.

## **2.2 Performance guarantee**

1. In particular, according to article I.4.4 of the contract, a performance guarantee corresponding to 10% of the total value of the Contract shall be constituted by deductions from interim payments. Release of the guarantee implies final acceptance of the services.
2. The contractor must perform this contract to the highest professional standards.
3. The contractor will have sole responsibility for complying with all legal obligations incumbent on him, notably those arising from employment law, tax law and social legislation.
4. The Contractor may neither represent the Commission nor behave in any way that would give such an impression. The Contractor must inform third parties that he does not belong to the European public service, but is exercising the tasks on behalf of the European Community.
5. The Contractor will be solely responsible for the staff carrying out the work, who may not be placed in a position of dependency in relation to the Commission.
6. In the case of a performance to less than highest professional standards or of any infringement to subparagraphs 3, 4 and 5 above, entitles the Commission to retain the performance guarantee.

## **2.3 Periodic penalty payments**

1. In case of late execution of the contract or late delivery of the deliverables, periodic penalty payments shall be applied for each day overdue in accordance with the following formula:

$$V/d \times 0.3$$

where  $V$  is the value of the contract, excluding travel and subsistence expenses;

$d$  is the duration of the contract expressed in days.

2. The total amount of the periodic penalty payments applied, however, cannot exceed 10% of the total value of the contract, excluding travel and subsistence expenses, in which case, the Commission may, without prejudice for further indemnities, opt for the termination of the contract and issue a recovery order for the services paid for and not received.
3. Should the contract be extended, this extension does not affect the calculation of penalties and the initial contracted duration shall always be taken into account for that calculation.
4. Periodic penalty payments shall be deducted from the performance guarantee released at the end of the contract.

### 3 Exclusion and selection

#### 3.1 Exclusion criteria

Bidders shall be excluded from participation in the present 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;
- 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 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) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations;

Bidders shall be excluded from being awarded the contract if during the present procurement procedure:

- a) they are subject to a conflict of interest as provided for in Section 6;
- b) they are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

Bidders must certify that they are not in any one of the situations listed above. They can either provide the documents mentioned below, or the signed statement included in Annex 1.

1. The following documents will be accepted as satisfactory evidence that the bidder is not in any of the situations mentioned in 1.a), 1.b), 1. c), 1. d), 1.e) and 2.a):

- for 1.a), 1.b), and 1.e), the production of a recent extract from the judicial record or, failing this, an equivalent recent document issued by a competent judicial or administrative authority in the country of origin or provenance, showing that those requirements have been met. Where the country concerned does not issue such

certificates, they may be replaced by a declaration on oath made by the person concerned before a judicial or administrative authority, a notary or a qualified professional or trade body, in the country of origin or provenance.

- in the cases mentioned in 1.c) and 1.d), recent certificates delivered by the competent authorities of the country concerned. Where the country concerned does not issue such certificates, they may be replaced by a declaration on oath made by the person concerned before a judicial or administrative authority, a notary or a qualified professional or trade body, in the country of origin or provenance.
  - in the case mentioned in 2.a), bidders must include in their tender a declaration confirming the absence of any conflict of interest, based on the model in Annex 3 of tender documents.
2. Where the document or certificate referred to in paragraph 1 is not issued in the country concerned and for the other cases of exclusion referred above, 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.
  3. Depending on the national legislation of the country in which the candidate or bidder is established, the documents referred to above shall relate to legal persons and/or natural persons including, where considered necessary by the Commission, company directors or any person with powers of representation, decision-making or control in relation to the candidate or bidder.
  4. Where they have doubts as to whether candidates or bidders are in one of the situation of exclusion, the Commission may apply to the competent authorities referred to in paragraphs 2 and 3 to obtain any information they consider necessary about that situation.
  5. The Commission may waive the obligation of a candidate or bidder to submit the documentary evidence referred above if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid.
  6. In such a case, the candidate or bidder shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that no changes in his situation have occurred.

## 3.2 Selection criteria

1. Bidders must prove their technical, professional, economic and financial capacity to carry out the contract subject of this call for tenders by demonstrating they have the necessary resources at their disposal for the whole length of the contract.
2. With the exception of subcontractors, bidders may rely on the capacities of other entities, regardless of the legal nature of the links that they have with them. They must in that case prove to the contracting authority that they will have at their disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at their disposal.
3. The bidders are required to submit the following documents. In case of a consortium of group of service providers, each bidder should provide all the documents. In case of subcontracting, subcontractors should not provide the documents.
  - a) The full name of the bidder, legal status, VAT status (and number if applicable), full address, phone and fax numbers, contact person, person entitled to sign the contract on behalf of the bidder, and banking data. Bidders are advised to fill in the forms available on [http://ec.europa.eu/budget/execution/legal\\_entities\\_fr.htm](http://ec.europa.eu/budget/execution/legal_entities_fr.htm) and on [http://ec.europa.eu/budget/execution/ftiers\\_fr.htm](http://ec.europa.eu/budget/execution/ftiers_fr.htm)
  - b) Copy of the statutes for legal persons or copy of the passport for physical persons

### **Technical and professional capacity**

- c) A list of the principal services provided in the past 3 years (2004-2006), with the sums, dates, and recipients, public or private. This list should cover (i) services of value at least equal to the value of this tender, and (ii) services related to the services requested in this tender independently from their budget;
- d) The names and relevant professional experience (curriculum vitae, maximum 3 pages) of the main staff responsible to supply the services. All team members must have a university degree or equivalent degree in an appropriate field. The proposed team must have relevant experience in the fields of subject of the study.
- e) A statement indicating the proportion of the contract which the bidder may intend to subcontract.

### **Economic and financial capacity**

#### **Commercial undertakings**

Legal or physical persons established or incorporated as commercial undertakings under the national law governing them shall provide:

- the presentation of balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;

Commercial undertakings established less than 3 years to the date of publication of the present call for tenders must give evidence of their financial capacity by providing equivalent documents as listed in b), c) and d) above for each of its partners.

### **Non-commercial undertakings**

Entities not established or incorporated as commercial undertakings under the national law governing them shall provide:

#### ***Entities governed by public law:***

- a) certificate stating that they were established for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character;
- or
- b) certificate stating that they are financed, for the most part, by the State, or regional or local authorities, or other bodies governed by public law;
- or
- c) certificate stating that they are subject to management supervision by those bodies; or, having an administrative managerial or supervisory board, more than half of the members are appointed by the State, regional or local authorities or by other bodies governed by public law;

#### ***Legal or physical persons not governed by public law:***

- for legal persons, certificate stating that they were established for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character;
4. Where the country in which the bidder is established does not issue the certificates mentioned above, they may be replaced by a declaration on oath made by the person concerned before a judicial or administrative authority, a notary or a competent professional or trade body, in the country of origin or in the country whence that person comes.
  5. If, for some exceptional reason which the Commission considers justified, the bidder is unable to provide the references requested by the contracting authority, economic and financial capacity may be proven by any other means which the contracting authority considers appropriate.

## 4 Evaluation of tenders

### 4.1 Quality requirements

#### 4.1.1 Methodology

The scientific quality, detail, appropriateness and innovativeness of the methodological approach will be evaluated. The Contractor shall provide a detailed methodology on how each of the tasks will be carried out. In particular it should spell out the foreseen methodological framework for the information gathering, access to research data, and analysis of the different issues to be covered. The rationale behind the choice of the structure in Task 1 should be explained. The Contractor should provide a detailed time table for performance of the contract, explaining when each of the topical / country reports foreseen will be delivered.

#### 4.1.2 Resources

The realism and balance in the allocation of time and financial resources to each task will be evaluated. A detail allocation of person-month per task should be given, as well as a clear view on who will carry out the tasks.

#### 4.1.3 Management

The realistic management of the project, including quality control, will be evaluated. The responsibility for each task and deliverable should be spelt out, as well as the responsibilities for management.

### 4.2 Award criteria

The technical offer of bidders selected in accordance with the provisions laid down in Section 3 will be evaluated, and marked with the following criteria:

<b>Criterion</b>	<b>Quality requirement</b>	<b>Maximum points</b>	<b>Threshold</b>
1	Methodology	60	30
2	Resources	20	10
3	Management	20	10
<b>Total</b>		<b>100</b>	<b>60</b>

The overall score will be given out of 100 points. Tenders which do not obtain at least 50% for each criterion and 60% of the overall score will not be admitted to the next stage of the evaluation procedure.

### **4.3 Price**

1. The price for the tender must be quoted in euro using, where necessary, the conversion rates published in the C series of the Official Journal of the European Communities on the day the notice of the call for tenders was published.
2. The total price must be a fixed amount which is not subject to revision and which include all charges.
3. The bidder should detail its budget by using the form in Annex II, which shall constitute the financial tender. No other forms, conditions or terms thereto, shall be accepted.
4. Price should be quoted free of all duties, taxes and other charges, including VAT, as the Communities are exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities; the amount of VAT should be shown separately.
5. In case of abnormally low or high price quotes, the Commission shall request in writing details of the constituent elements of the tender which it considers relevant and shall verify those constituent elements, after due hearing of the parties, taking account of the explanations received.
6. As a guide, the awarding authority estimates the price to do the work, including travel and subsistence costs as being up to 2,000,000 €

### **4.4 Ranking of tenders**

The contract will be awarded on the basis of the best value for money tender (tender with the best quality-price ratio taking into account the total quality points obtained and the price of the tender). The contract will be awarded to the tender having the highest ratio.

Quality/price ratio = Overall mark x 1,000,000 / price

## **5 Admissible tenders**

### **5.1 Tender submission**

1. Information and documents submitted have to be presented with clearly marked references. The information and documents have to be ordered in a clear manner and the different parts should be provided in the following order:

2. Part 1 - A letter replying to the procurement notice and indicating the name of the bidder (leader in the case of a consortium or joint tender), full contact details of the contact person (address, telephone, fax, e-mail), and list of all bidders in case of consortium or joint tender. This letter must be signed by an authorised representative, whose name should be clearly indicated.

Part 2 - The Annex 1 declaration required for the appraisal of tenders on the basis of the exclusion criteria set out in Section 3.1

Part 3 - All the information required for the appraisal of tenders on the basis of the selection criteria set out in Section 3.2

Part 4 - All the information required for the appraisal of tenders on the basis of the quality requirements set out in Section 4.1

Part 5 - The financial offer, on the basis of Section 4.3 and Annex II

3. Tenders must be submitted in accordance with the instructions laid down in the invitation to tender. Failure to comply with the instructions set therein shall determine the exclusion of the bidder from the procedure.

4. The technical part of the tender, called “technical tender”, must conform to the requirements and specifications stipulated in these terms of reference and meet the objectives and the results to be attained. Tenders whose technical part does not meet these requirements and specifications or are evidently unrealistic or non-feasible shall not be accepted and the bidder excluded from the procedure.

5. The financial part of the tender, called “financial tender”, must conform to the requirements stipulated in these terms of reference and, in particular, under Section 4.3 and Annex II. Tenders whose financial part does not meet these requirements shall not be accepted and the bidder excluded from the procedure.

6. The tenders must be signed by the bidder or his/her authorised representative.

7. Variants are not allowed.

8. Expenditure on preparing and submitting tenders is non-refundable. Initiation of a tendering procedure and fulfilment of the conditions of the call for tenders imposes no obligation on the Commission to award the contract. The Commission is not liable for any compensation to bidders whose tenders have not been accepted. Nor is it so liable if it decides not to award the contract. All the documents submitted by bidders become the property of the Commission. These documents will be treated as confidential.

## **5.2 Joint tenders**

1. Bidders submitting joint tenders must describe how their cooperation will be organised in order to achieve the expected results. This organisation must cover both technical aspects and administrative/financial issues. It must also provide the Commission with a single access point to all the participants (the leader).

2. If a contract is awarded to a joint tender, the Commission may require the constitution of a consortium, all members of which will be jointly and severally liable to the Commission.

3. Tenders from consortia or groups of service providers, contractors or suppliers must specify the role, qualifications and experience of each member.

### 5.3 Consortium

1. A consortium shall be a contract constituted in writing between all the contractors to whom the contract was awarded, under which its members commit themselves to carry out in a coordinated manner the tasks defined in Section 1 above under the terms and conditions laid down in the contract between them and the Commission.
2. The consortium contract shall designate one consortium leader who will represent the consortium before the Commission. The consortium leader shall:
  - a) Sign the contract with the Commission on behalf of the consortium;
  - b) Receive all payments under the contract from the Commission and distribute them punctually under the terms of the consortium contract;
  - c) Shall inform forthwith the Commission of any changes in the consortium, as well as any relevant information to the execution of the contract;
  - d) Organise and coordinate the cooperation between consortium members and take all necessary measures for the execution of the contract with the Commission as *bonus pater familiae*;
  - e) Sign all addenda to the contract with the Commission;
  - f) Represent the consortium and all its members, including before court, in case of litigation with the Commission
3. The Commission may require, at any time, the replacement of the consortium leader by another member of the consortium. To that effect, the Commission shall send a reasoned letter to the consortium leader. Should the consortium leader not reply or accept the replacement within 15 (fifteen) days upon receipt of that letter, the Commission is entitled to terminate the contract.
4. The execution of the tasks under the contract performed by consortium members is considered to be done for the consortium leader. Consortium members shall:
  - a) Refrain from competing against the consortium or from being in conflict of interest with the consortium;
  - b) Supply punctually all relevant information to the other consortium members and, in particular, to the consortium leader;
  - c) Allow the Commission to verify their activities and their financial and technical or professional capacity during the whole duration of the contract.
5. The consortium must have a duration that lasts the contract period with the Commission and shall not terminate before at least one month after the final date of execution of that contract.
6. The consortium may be terminated if

- a) Any of the consortium members finds itself in any of the situations described in Section 3.1 at any time during the period mentioned in paragraph 5 above;
  - b) Any of the consortium members infringes paragraph 4 above;
  - c) Any of the consortium members fails to execute the tasks ascribed to him/her thus jeopardising the execution of the contract with the Commission.
7. The law governing the consortium contract shall be the law of Belgium.

## **5.4 Sub-contracts**

1. Subcontracting cannot exceed 20% of the total amount of the contract.
2. Bidders must verify that none of their subcontractors, when submitting their tenders and, if awarded the contract, throughout the whole duration of the contract, is in any of the situations described in Section 3.1 or in conflict of interest.
3. The financial and technical or professional capacities, as described in Section 3.2, of subcontractors will not be taken into consideration in the evaluation of tenders.
4. Subcontractors will have no legal commitment towards the Commission, nor shall the Commission enter into any contract with the subcontractors or have any commitment or liability towards them. The main contractor shall be the sole responsible for the execution of the contract and whatever situation affecting the subcontractors or their execution of the tasks will not exonerate the main contractor from that responsibility, nor will it entitle the main contractor to request, on any of these grounds, with the exception of *force majeure*, to request a modification to the contract.
5. The main contractor shall, however:
  - a) Supply, when so requested by the Commission, all relevant information to his/her subcontractors;
  - b) Allow the Commission to verify their activities and their financial and technical or professional capacity during the whole duration of the contract.
6. Subcontracts by any of the members of a consortium will be deemed, to all effects, entered into by the consortium leader.

## **6 Conflicts of interest**

1. A conflict of interest occurs when a bidder, whether or not in a consortium, or a subcontractor is involved in an activity, commitment, or interest that adversely affects, compromises, or is incompatible with the obligations that that bidder or subcontractor has to the Commission.
2. It constitutes, namely, conflict of interest:

- a) professional, personal, or financial interests or obligations preventing the person or making it difficult for him/her, because of that prior interest or obligation, from fulfilling his/her duties in a fair and competitive manner;
  - b) privileged, confidential, classified or personal or commercial information acquired during the execution of a previous or pending contract with the Commission that would give the person with that information an unfair advantage over the other bidders competing for the contract subject of this call;
  - c) influencing the Commission, the members in a joint tender or consortium, or the subcontractors in such a way as to lead to improper financial gain for that person, his/her employee or the Commission staff, the person's spouse or dependent children;
  - d) any involvement in and commitment to activities, whether related or not with the subject matter or the tasks of this call for tenders, which interfere with the person's obligations under the contract or, in general, to the Commission, its staff or the bidders, whether competing bidders or bidders in a joint tender or consortium, and subcontractors;
  - e) any contracts, arrangements, commitments or agreements of whatever form and nature with competing bidders regarding the subject matter of subject matter or the tasks of this call for tenders, prior or pending the execution of the contract;
  - f) any situation, personal, commercial or other, of the bidder, his/her subcontractors or the members in his/her joint tender or consortium, that impairs or is liable to prevent a fair and independent submission of tenders in this call or the execution of the contract with the Commission.
3. Bidders shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the contract to be awarded. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.
  4. Any conflict of interests which could arise during the public procurement procedure or the execution of the contract must be notified to the Commission in writing without delay. In the event of such conflict, bidders shall immediately take all necessary steps to resolve it.
  5. The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set.

## **7 Confidentiality**

### **7.1 Contacts between bidders and the Commission**

1. Contact between the contracting authority and bidders during the contract award procedure may take place, by way of exception, under the conditions set out in paragraphs 2 and 3.
2. Before the closing date for the submission of tenders, in respect of the additional documents and information, the contracting authority may:
  - a) at the instance of bidders, communicate additional information solely for the purpose of clarifying the nature of the contract, such information to be communicated on the same date to all bidders who have asked for the specifications;
  - b) at its own instance, if it discovers an error, a lack of precision, an omission or any other type of clerical defect in the text of the contract notice, invitation to tender or specifications, inform the persons concerned on the same date and in a manner identical with that applicable in respect of the original invitation to tender.
3. The evaluation committee may ask candidates or bidders to supply additional material or to clarify the supporting documents submitted in connection with the exclusion and selection criteria, within the time-limit it specifies
4. Notwithstanding, if, after the tenders have been opened, some clarification is required in connection with a tender, or if obvious clerical errors in the tender must be corrected, the contracting authority may contact the bidder, although such contact may not lead to any alteration of the terms of the tender.

### **7.2 Personal or commercial information and data protection**

1. The following information will be treated as confidential and shall not be disclosed by the Commission in order to protect the commercial interests of bidders, whether natural or legal person, including intellectual property, unless there is an overriding public interest in disclosure:
  - a) Tenders submitted by bidders
  - b) Any eventual requests for clarification addressed to any of the bidders or their tenders under evaluation and the replies thereto.
2. The following information may be partially disclosed:
  - a) Appointment of the opening board and of the evaluation committee
  - b) Report on the opening of tenders
  - c) Tender evaluation report

- d) Award decision
3. The documents referred in paragraph 2 above may omit, on the grounds of protecting the commercial interests of bidders or the confidentiality of the Commission staff appointed in the boards and committees of this call:
- a) The names of the Commission staff appointed in the boards and committees of this call;
  - b) The names, selection and evaluation marks obtained by the unsuccessful bidders, as well as the respective comments of the evaluation committee in that respect.
4. Any other request for documents or information shall be assessed on a case-by-case basis by the Commission under Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.
5. All personal or commercial information shall be collected, processed and treated under Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.
6. Regarding their personal or commercial data, bidders have the right to:
- a) to obtain, without constraint, at any time within three months from the receipt of the request and free of charge:
  - b) confirmation as to whether or not data related to him or her are being processed;
  - c) information at least as to the purposes of the processing operation, the categories of data concerned, and the recipients or categories of recipients to whom the data are disclosed;
  - d) communication of the data undergoing processing and of any available information as to their source;
  - e) obtain the rectification without delay of inaccurate or incomplete personal data.
  - f) obtain the blocking of data where:
    - i) their accuracy is contested by the bidder, for a period enabling the Commission to verify the accuracy, including the completeness, of the data, or;
    - ii) the Commission no longer needs the data for the accomplishment of this call for tenders but they have to be maintained for purposes of proof, or;

- iii) the processing is unlawful and the bidder opposes their erasure and demands their blocking instead.
  - g) obtain the notification to third parties to whom the data have been disclosed of any rectification, erasure or blocking unless this proves impossible or involves a disproportionate effort;
  - h) object at any time, on compelling legitimate grounds relating to his or her particular situation, to the processing of data relating to him or her, except when the personal or commercial data is required under the provisions herein or required by the Commission under Section 3 and Sections 1 and 2 hereof;
  - i) be informed before personal data are disclosed for the first time to third parties.
7. Personal data blocked pursuant to this article shall, with the exception of their storage, only be processed for purposes of proof, or with the bidder's consent, or for the protection of the rights of a third party.
8. Bidders who requested and obtained the blocking of his or her data shall be informed before the data are unblocked.
9. Bidders shall also have the right to obtain from the controller the erasure of data if their processing is unlawful.

### **7.3 Information contained in tenders**

1. Information contained in tenders shall be deemed confidential under Section 7.2 above, but shall not entitle bidders having submitted it to any claims or property rights thereto.
2. Once submitted, the information cannot be changed or retracted from, except in manifest clerical or material errors.
3. False information shall be treated as false declarations and shall, without prejudice to the application of penalties laid down in the contract, determine the exclusion of the bidder from all contracts and grants financed by the Community budget for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure.
4. That period may be extended to three years in the event of a repeat offence within five years of the first infringement.
5. Bidders who have been guilty of making false declarations shall also receive financial penalties representing 2% to 10%, depending on the seriousness of the offence, of the total value of the contract being awarded.

## **8 Services contract - Award decision**

### **8.1 Information of bidders**

1. Bidders will be informed of the outcome of the public procurement procedure.
2. In case of award of the contract, the unsuccessful bidders shall be informed prior to the signature of the contract with the successful bidder.
3. Bidders shall also be notified in the event of cancellation of the public procurement procedure by letter of the Commission, stating the reasons for the cancellation.

### **8.2 Complaints and judicial review**

1. Bidders or persons with a legitimate interest in this call for tenders may submit a complaint, stating their reasons and the provisions of Community law infringed, addressed to:

European Commission  
DG Research  
Directorate L - Science, Economy and Society  
Jean-Michel BAER, Director  
B-1049 Brussels

Or, in case of maladministration of the Commission, to

The European Ombudsman  
1 Avenue du Président Robert Schuman  
B.P. 403  
FR - 67001 Strasbourg Cedex  
Tel. +33 (0)3 88 17 23 13  
Fax +33 (0)3 88 17 90 62

2. Unsuccessful bidders may submit a complaint before the signature of the contract on the grounds that the award decision or the cancellation decision taken by the Commission have infringed Community law, stating their reasons and the provisions of Community law infringed, addressed to the person above.
3. Bidders or persons with a legitimate interest in this call for tenders may lodge an appeal before the Court of First Instance of the European Communities on the grounds that the public procurement procedure or the decisions taken by the Commission in the public procurement procedure have infringed Community law.

### **8.3 Applicable law and jurisdiction**

1. The public procurement procedure shall be governed by Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities and Commission Regulation 1261/2005

of 20 July 2005 amending Regulation (EC, Euratom) No 2342/2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002, and, by default, by the national substantive law of Belgium.

2. The contract and its amendments shall be governed by the national substantive law of Belgium.
3. Any dispute between the parties resulting from the interpretation or the decisions taken by the Commission taken in the public procurement procedure shall be brought before the Court of First Instance of the European Communities.
4. Any dispute between the parties resulting from the interpretation or application of the contract which cannot be settled amicably shall be brought before the courts of Brussels, Belgium.
5. Claims against the Commission are non-transferable.

## **9 Additional services and modifications of the contract**

### **9.1 Additional services**

1. The Commission may use a negotiated procedure without prior publication of a contract notice, whatever the estimated value of the contract:
  - a) for additional services not included in the project initially envisaged or in the initial contract but which, through unforeseen circumstances, have become necessary for the performance of the services;
  - b) for new services or works consisting in the repetition of similar services entrusted to the economic operator awarded the initial contract, provided that these services conform to the objectives described in Section 1.2 or the tasks described in Section 1.3.
2. For the additional services referred to in paragraph 1, the Commission may make use of a negotiated procedure without prior publication of a contract notice on condition that the award is made to the contractor performing the contract:
  - a) where such additional contracts cannot be technically or economically separated from the main contract without serious inconvenience for the contracting authority; or
  - b) where such services, although separable from the performance of the original contract, are strictly necessary for its completion.
3. The aggregate value of additional contracts may not exceed 50% of the amount of the initial contract.

## **9.2 Modifications of the contract**

1. Any amendment to the contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.
2. Amendments to the contract shall not substantially modify the initial contract and shall conform to the requirements laid down herein. In particular, no modifications shall be made as regarding:
  - a) The scope and objectives of this call under Section 1.2 above if the subject of the addendum is a modification of deliverables under Section 1.3 above;
  - b) The selection criteria under Section 3.2 above if the subject of the addendum is a modification of the staff executing the contract;
  - c) The total price offered under Section 4.3 above, except in the cases provided for in Section 9.1 above.
3. Requests for an addendum shall be addressed as early as possible to the Commission in a reasoned letter with the terms and conditions to be amended. The Commission shall reply within 15 (fifteen) days with the acceptance or refusal of the addendum or requesting further information.
4. The Commission may request an addendum to the contract. Refusal by the contractor to accept the addendum entitles the Commission to suspend, terminate or transfer the contract to the bidder ranked after the contractor in the public procurement procedure.

## ANNEX 1

### TO BE PRINTED ON LETTER HEAD

#### DECLARATION THAT MUST BE INCLUDED IN THE TENDER<sup>9</sup>

**Reference: Call for tenders RTD-L4-2007-1**

1. I the undersigned <INSERT NAME>, as authorised representative of <INSERT NAME OF TENDERER> hereby confirm that <INSERT NAME OF TENDERER>:
  - 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, or 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 their professional conduct by a judgement which has the force of *res judicata*;
  - c) has not been guilty of grave professional misconduct;
  - d) has 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 it is established or with those of the country of the contracting authority or those of the contract is to be performed;
  - 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) following another procurement procedure or grant award procedure financed by the Community budget, it has not been declared to be in serious breach of contract for failure to comply with their contractual obligations;
2. I also declare that <INSERT NAME OF TENDERER>:
  - a) Is not subject to a conflict of interest as provided for in Section 6 of the Tender Specification;

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<sup>9</sup> NB: Tenderers are reminded that, in the event of a joint tender or consortium, this declaration must be provided by each of the economic operators involved in the tender.

- b) Is not guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or does not fail to supply this information.
3. I am aware that if I am awarded the Contract, I will have to provide evidence that I am not in any of the cases referred to in paragraph 1 above within 15 days of receiving notification of the award from the Commission<sup>10</sup>.
4. I am aware that the Commission reserves the right to check this information, and that I realise the possible consequences that may arise from any false declaration in providing the information required by the awarding authority in order to take part in the contract.

DATE

SIGNATURE

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<sup>10</sup> The following documents will be accepted as satisfactory evidence that the tenderer is not in any of the situations mentioned in 1.a), 1.b), 1. c), 1. d), 1.e):

- a) for 1.a), 1.b), and 1.e), the production of a recent extract from the judicial record or, failing this, an equivalent recent document issued by a competent judicial or administrative authority in the country of origin or provenance, showing that those requirements have been met. Where the country concerned does not issue such certificates, they may be replaced by a declaration on oath made by the person concerned before a judicial or administrative authority, a notary or a qualified professional or trade body, in the country of origin or provenance.
- b) in the cases mentioned in 1.c) and 1.d), recent certificates delivered by the competent authorities of the country concerned. Where the country concerned does not issue such certificates, they may be replaced by a declaration on oath made by the person concerned before a judicial or administrative authority, a notary or a qualified professional or trade body, in the country of origin or provenance.

Depending on the national legislation of the country in which the tenderer is established, the documents referred above shall relate to legal persons and/or natural persons including company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

## Annex II

### Financial Tender Form

(Section 4.3, paragraph 3)

<b>Task</b>	<b>Detail</b>	<b>Unit price</b>	<b>Number</b>	<b>Total (excluding VAT)</b>
Management	Person 1			
	Person 2			
	...			
Task a)	Person 1			
	Person 2			
	...			
Task b)	Person 1			
	Person 2			
	...			
Task c)	Person 1			
	Person 2			
	...			
Task d)	Person 1			
	Person 2			
	...			
Task e)	Person 1			
	Person 2			
	...			
Travel	...			
Subsistence	...			
Translation	...			
Layout costs				
Printing costs				
<b>TOTAL</b>				