

REQUEST FOR QUOTATION

No. 35/2013

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The Foundation for Polish Science runs the SKILLS project, cofounded by the European Union within the European Social Fund (The Operational Programme Human Capital, Priority IV Tertiary education and science, 4.2. Development of R&D system staff qualifications and improving the awareness of the role of science in economic growth).

SKILLS Project aims at strengthening the R&D staff potential within science administration, management of scientific team and research, interdisciplinary cooperation, pro innovative attitude and communicating science.

All Providers with expertise in running training courses on topic described below are invited to submit a quotation according to the following criteria.

1. Ordering Party:

Foundation for Polish Science, Grażyny str. 11, 02-548 Warsaw, Poland;

tel. +48 22 845 95 01, e-mail: fnp@fnp.org.pl; www.fnp.org.pl.

2. Specification of the service:

Conducting 12 three-day training courses on commercialization of research results.

Training courses to be held in Poland or abroad.

Training courses may be conducted in English or Polish.

The service includes:

- (before each training course) setting a tool and conducting a diagnosis of skills and needs of training participants in commercialization of research results; it is to be conducted by the Provider and in cooperation with the Ordering Party (suggested tool – questionnaire);
- setting tools to verify in what degree the learning objectives have been achieved after a training course;
- setting an evaluation form to assess the training course by the participants; (a draft of proposed evaluation form need to be a part of the offer);
- leading the training courses according to the training programme and handouts supplied by the Provider;



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- providing course materials for each participant (plus one additional copy for the Ordering Party); the Provider is obliged to mark all course materials with the logo and notice of the EU's contribution and with the Foundation's logo – all of them to be provided by the Ordering Party;
- (after each training course) evaluation of each training course (written feedback prepared by the Provider for the Ordering Party) based on evaluation forms filled out by the participants, subjective assessment of the trainer and including a report on achieved learning goals;
- (in case of training courses outside Poland) providing a venue to conduct the courses.

The Ordering party does not accept partial offers.

The Ordering Party reserves the right to ask for minor changes to be introduced into the curricula of the trainings. As a rule such changes will be introduced in cooperation with the Provider in order to obtain better compatibility of agenda with the goals of the SKILLS project.

Common Procurement Vocabulary (CPV): 80500000-9

2.1. Date and place:

Date: between 1 February 2014 and 31 December 2015, excluding July, August, and September.

The tenderer marks all possible training courses dates in the attached calendar. The negotiations on training courses schedule will be based on these dates. A training courses schedule will be defined before signing the contract.

The training courses are to be conducted not more often than twice a month.

Training courses may be held in Poland or outside Poland. The tenderer who offers to deliver the training outside Poland is obliged **to provide a proper venue for the training** and attach substantive explanation to justify proposed localization.

In case of trainings that will be run in Poland the Ordering Party points out the location and provides the training venue.

Offers concerning other dates than within the above-mentioned period, not containing the calendar or containing the calendar with insufficient number of proposed training dates will be rejected.



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2.2. Duration:

In case of each training - three-day programme (3 days x minimum 8 x 45 min per training excluding lunch and coffee breaks).

2.3. Participants:

About 190 participants divided into 12 groups of about 14-16 participants in each group:

- researchers, academics affiliated with Polish institutions;
- PhD students

All participants are expected to be proficient users of Polish and to have sufficient command of English.

2.4. Training course topic: Commercialization of research results

The course shall offer a broad overview of tools and skills required for successful commercialization of research results. At least 30% of training programme should be case-study based or in a form of a workshop. Provided examples should cover multiple areas of science. The emphasis shall be put among others on:

- Intellectual property protection and management
- Critical factors of success in technology transfer
- Development of business model based on technology transfer
- Transfer of knowledge and know-how
- Research contracts, licensing etc.
- Venture Capital opportunities.

Course objectives:

- Learn the mechanism of technology transfer.
- Learn how to be successful in technology transfer.
- Learn the ways of successful commercialization.
- Learn how to manage IP and why it should be protected.
- Learn set of tools to predict the impact of the technology on market.
- Get familiar with business opportunities connected with owning the IPR.
- Learn how technology transfer can be accelerated.

3. The Ordering Party provides and covers the costs of:



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- accommodation during the training and one extra day before the first day of each training, if the tutor's place of permanent residence is outside the city/place where the training is taking place; accommodation provided by the Ordering Party includes breakfast;
- meals only during the trainings; lunch and coffee breaks will be provided during three days of each training courses, dinner only on the first and the second day of each training course.

The Ordering Party provides meals and accommodation only in case of the training being held in Poland.

Please note that the Ordering Party does not cover any travel expenses. All these costs must be included in the price.

The Ordering Party covers the cost of the training venue only if the training will be held in Poland. If the training is to be held outside Poland the cost of the training venue must be included in the total price of the offer. To assess the offer the Ordering Party will take into account the total price of the offer, i.e. the cost of the training and the venue.

4. Eligibility

4.1. The Provider cannot be financially or personally associated with the Ordering Party, i.e. is not in a mutual relationship with the Ordering Party or entity empowered to enter into commitments in the name of the Ordering Party or with entities fulfilling, in the name of the Ordering Party, tasks connected with preparing and conducting procedures of choosing the Provider, especially: is not a partner of a civil-law partnership or a partnership; does not possess minimum 10% of shares; is not a member of a supervisory or management organ, a person with authority to sign in the name of the company, agent; is not in matrimony, related by consanguinity, whether lineal or collateral, and affinity, whether direct or secondary and does not remain in adoption-like relationship, is not in tutelage or placed under guardianship.

4.2. All Providers who participate in the current call must have at least 5 years of professional experience in conducting training courses in commercialization of research results.

The following is required for the determination of eligibility of the Provider:

- list of at least 20 training courses in commercialization of research results led by the Provider within the last 5 years before submitting the offer (2009–2013). The list should be given in table in point 3 of Form of quotation (Attachment No. 1) and should cover all years within the period of five years.



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Offers must fulfil all of the above mentioned conditions. Otherwise they will be rejected and will not be taken into consideration during the merit assessment.

Provider that is a company, runs a sole proprietorship and is going to run the trainings himself/herself with another tutor/s or is going to delegate third parties to run the trainings or has another legal status is obliged to state that all tutors delegated by him to provide the service (even if they are not employees of the entity participating in the current call) would have at least 5 years of professional experience in the relevant area and have run at least 20 trainings in commercialization of research results. This requirement will be verified with the successful Provider (the one that wins the request for quotation procedure) before signing the agreement. The Ordering Party will ask the Provider to submit CVs of the delegated tutor/tutors to make sure that they fulfill the requirements. If delegated tutors don't fulfill the requirements the Ordering Party has the right to disagree on them running the trainings and to ask for other tutors' CVs to consider their candidacy.

5. Content of the quotation:

- fulfilled Form of quotation (Attachment No. 1);
- certificate of incorporation in the register of business activity – issued not earlier than 6 month before due date for submission of offers;
- training programme with description of each particular training module and training methodology;
- the evaluation form to assess the training course by the participants;
- fulfilled calendar (Attachment No. 2) with dates when trainings can be run.

All proposals are to be submitted in English or Polish. It is allowed to submit scans of the requested documents which are in other languages, but the Ordering Party reserves the right to ask for translation.

Incomplete offers shall not be examined. Price must be final, any taxes or fees cannot be added once the quotation is submitted. Price shall include fees and other expenses of all tutors involved.

6. Criteria of assessment and their percentage distribution:

- total gross price for one three-day training course including all other costs – **40%**
- proposed training courses' programme – **60%**

Criteria 6.1. and 6.2. will be assessed. The final amount of points that an offer can gain, will be the sum of points awarded in 6.1. and 6.2.



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If, after the summing-up the points awarded for both criteria, more than one tenderer will gain the same amount of points, then the amount of points awarded for 6.2. will be decisive. The criterion 6.1. of the Request for Quotation will be considered and assessed second.

6.1. Price – detailed information

A selection committee will create a ranking of all Providers as to the offered price. The offer with the lowest price will be ranked highest. The amount of gained points equals the place in the ranking x 40%.

Please note that the submitted offers are going to be compared in PLN. In order to convert all foreign currencies into PLN, an average NBP (National Bank of Poland) exchange rate from the day pointed as deadline of submission is going to be applied.

Please note: Training services acquired by the Ordering Party are exempted from VAT according to the Polish Value-Added Tax Act of 11 March 2004 [the VAT Act] Art.43.1.29c) (Journal of Laws No. 177 item 29 with subsequent amendments). **VAT should not be included into offer price.**

Providers are asked to give the total price of one training course with all other costs included. If the training courses are to be conducted outside Poland the Provider has to include the cost of a course room.

That total price will be taken into consideration when evaluating the cost criterion.

6.2. Proposed training courses' programme – detailed information

Provider is obliged to send programmes and syllabi – to make sure the training duration meets the requirements given in point 2.2

Provider's descriptions of the trainings' programme will be evaluated according to the following criteria:

- compatibility of the training programme with the scope and objectives given in point 2.4;
- value of the programme;
- proposed teaching method (interactive and participatory methods are preferred).

All members of selection committee will create a ranking of all Providers as to the offered seminar programmes. The amount of gained points equals the place in the ranking x 60%. Final score for this criterion will be an arithmetic mean of points awarded by all selection committee members. Final score will be provided to the two decimal places.

7. Documents marking:



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The Provider is obliged to mark all handouts and evaluation forms with the UE logo and notice of the EU's contribution and with the Foundation's logo – all of them provided by the Ordering Party.

8. Deadline of submission:

All quotations must be submitted by **13.01.2014**

- via e-mail to Dariusz Łukaszewski lukaszewski@fnp.org.pl
- through postal service, messenger or personally in the Foundation's main office: Grażyny Str. 11, 02-548 Warszawa (office working hours: 8.00 a.m. – 4:00 p.m.) by **13.01.2014 4.00 PM**

Please note that quotations sent by fax will not be accepted and examined.

The quotation must be signed by the Provider. Scanned quotations will be accepted. The form of quotation cannot be modified in a way that would prevent the Ordering Party from comparing and evaluating proposal.

If you have any questions, please contact: Dariusz Łukaszewski, lukaszewski@fnp.org.pl

9. Other requirements:

- a. The Ordering Party reserves the right to cancel the procedure of request for quotation at any time without giving a reason.
- b. The given price per group should remain unchanged if the number of groups is lower than the one specified in the Request.
- c. If the tool prepared by the Provider to conduct a diagnosis of skills and needs of training participants requires from the Ordering Party passing participants' personal details the Provider will sign a contract referring to processing the data.

10. The Contract

The Provider will sign an agreement with the Ordering Party where a. o. the following clauses will be included:

1. The Provider states having knowledge and relevant experience necessary to provide the service.



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2. The Provider is not entitled to cede the rights and obligations derived from this contract to third parties without the written consent of the Ordering Party.
3. The Provider commits to conduct the trainings personally (refers to natural person that runs a sole proprietorship who is going to run the trainings himself/herself and natural person that does not run a sole proprietorship).
4. The Ordering Party foresees additional requests on conditions not worse than the ones included in the contract, which account for not more than 50% of the basic request value. In this case it is not obligatory to employ the competitiveness rule once more.
5. The Ordering Party has the right to access documents of the Contractor relevant to the service delivered for the “SKILLS” project, including financial documents.
6. Service fee will be paid by the Ordering Party after each training or a set of two trainings if they are run one after another in consecutive days, within 21 working days based on the invoice correctly issued by the Provider (given that all services has been provided and the final acceptance protocol of each training service has been prepared and signed by both parties). If the Provider is a natural person his/her gross remuneration will be reduced by 20% of Tax.
7. The Provider is obliged to prepare and send by email to the Ordering Party the course materials and other documents related to the training at least 3 days before the date of the training. The Provider is obliged to mark all materials, handouts and evaluation forms with the ESF and Operational Programme Human Capital’s logos and notice of the EU’s EFS’s contribution and with the Foundation’s logo – all of them provided by the Ordering Party.
8. Each Contracting Party has the right to terminate the agreement within 60 days from the notification. The termination shall be in writing under pain of nullity.
9. The Ordering Party reserves the right to resign from individual trainings due to circumstances beyond its control, especially the lack of participants for particular training. The Ordering Party is obliged to defray documented expenses already incurred by the Provider in order to organize the cancelled training only if the cancellation is made in less than 21 days before the training begins.
10. If the Contractor fails to carry out any training (the whole one or the part of) the Ordering Party has the right to claim the forfeit to the amount of 100% of the total gross price for the training course, defined in Contractor’s offer.
11. If the Contractor is found to have seriously failed to meet its contractual obligations, it shall incur financial penalties proportionally to the failures in services. The contingent discrepancies and reservations will be noticed by the Ordering Party in final acceptance report.



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12. In case of failure to carry out any of the trainings, the Ordering Party has the right to retract from the contract. The Contracting Parties declare that in case of withdrawal due to the reason mentioned above all contractual penalties are in force.
13. The Contracting Parties allow to deduct contractual penalties that the Ordering Party is entitled to from Provider's remuneration.
14. The Ordering Party has the right to claim complementary damages on general conditions in case the damage exceeds the amount of contractual penalties.
15. All matters not covered by this Contract will be governed by the general applicable law.
16. The Contract was drawn up and will be constructed in accordance with the law of the Republic of Poland.
17. Any disputes between the Parties resulting from this Contract shall be resolved as soon as possible by negotiation between the Parties. Should such negotiations fail, the dispute shall be settled through the appropriate channels and jurisdiction in the location of the Ordering Party.
18. Any changes and amendments to the contract must be made in writing, in a form of annex, under the clause of nullity - with the exception of changing personal and contact details and the training courses schedule.
19. The change of personal or contact details should be communicated in writing and is not a change of the Contract. The Contracting Parties acknowledge that the notification done by email is acceptable.
20. The change of training courses schedule, which is an attachment to the contract, does not need to be annexed. The Parties agree that agreements made via e-mail are sufficient.



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