

REQUEST FOR QUOTATION

No. 2/2015

Date of issuance: 21.01.2015

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, Krasickiego str. 20/22, 02-611 Warsaw, Poland;
tel. +48 22 845 95 01, e-mail: fnp@fnp.org.pl; www.fnp.org.pl.

2. Specification of the service:

Conducting 10 three-day training courses 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) participation in preparing assessment questionnaire and assessment rules for candidates for the training courses (in cooperation with the Ordering Party);
- setting a tool to verify in what degree the direct learning objectives have been achieved after a training course (can be added as a part of evaluation form);
- setting an evaluation form to assess the training course by the participants; (a draft of proposed evaluation form needs to be a part of the offer);
- leading the training courses according to the training programme and handouts supplied by the Provider;
- 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;



HUMAN CAPITAL
NATIONAL COHESION STRATEGY

EUROPEAN UNION
EUROPEAN
SOCIAL FUND



- (after each training course) evaluation of the course (written feedback prepared by the Provider for the Ordering Party) based on evaluation forms filled out by the participants as well as subjective assessment of the trainer and containing a report on achieved learning objectives
- (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 April 2015 and 30 November 2015,**

The tenderer marks all possible training courses dates in the attached calendar. The negotiations on training courses schedule will be based on these dates. The 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 (presumably in one or more of the following cities: Warsaw, Cracow, Poznan, Wroclaw, Gdansk).

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.

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 150 participants divided into 10 groups of about 14-16 participants:

- researchers, academics affiliated with Polish institutions;



HUMAN CAPITAL
NATIONAL COHESION STRATEGY

EUROPEAN UNION
EUROPEAN
SOCIAL FUND



- graduates of PhD studies;
- PhD students.

Participants might represent all fields of science incl. humanities and social sciences.

All participants are expected to have fluent 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:

- 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 abovementioned provisions refer to maximum two tutors delegated to run the



HUMAN CAPITAL
NATIONAL COHESION STRATEGY

EUROPEAN UNION
EUROPEAN
SOCIAL FUND



specific training course/ set of training courses. If there are more than two tutors running the specific training course/ set of training courses, this is Provider's responsibility to provide and cover the costs of accommodation and meals for additional tutors.

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. The Provider is to sign a statement as described above. This statement is included in the Form of Quotation.

4.2. All tutors that will run the training courses or will be delegated by the Provider to run the training courses must have at least 3 years of professional experience in conducting training courses on commercialization of research results.

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

- for each tutor that will run the training courses or will be delegated by the Provider to run the training courses - list of at least 10 training courses on commercialization of research results led by the tutor exclusively for scientists (PhD students, graduates of PhD studies or researchers employed in scientific institutions) within the last 3 years before submitting the offer (01.2012 – 01.2015). The list should be given in table in point 3 of Form of quotation (Attachment No. 1) and should cover 3 years within the period of 01.2012–01.2015.

Providers that are not going to run the training courses all by themselves **should not give name or any other personal data** of the tutors that will be delegated to run the training



courses. In such case the requirements given in point 4.2 will be verified with the successful Provider (the one that wins the request for quotation procedure) before signing the Contract. The Ordering Party will ask the Provider to submit CVs of the delegated tutor/tutors to make sure that they fulfill the requirements. In case of replacing tutor whose experience was presented in the Offer with other tutor the Provider would have to prove that a new tutor fulfills the requirements given in point 4.2 by submitting his/ her CV. 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.

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.

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 – applicable to all entities except from natural person that does not run a sole proprietorship;
- training programmes;
- the evaluation form to assess the training course by the participants;
- fulfilled calendar (Attachment No. 2) with dates when trainings can be run;
- fulfilled course room and equipment infrastructure form (Attachment No.3).

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 two-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.

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



HUMAN CAPITAL
NATIONAL COHESION STRATEGY

EUROPEAN UNION
EUROPEAN
SOCIAL FUND



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 Contractor is a natural person his/her gross remuneration will be reduced by a relevant Tax rate.

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 for both levels and time schedules – 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:

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 **11.02.2015**

- via e-mail by the end of the day to dariusz.lukaszewski@fnp.org.pl



HUMAN CAPITAL
NATIONAL COHESION STRATEGY

EUROPEAN UNION
EUROPEAN
SOCIAL FUND



or

- through postal service, messenger or personally in the Foundation's main office: Krasickiego 20/22, 02-611 Warszawa (office working hours: 8.00 a.m. – 4:00 p.m.)

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: If you have any questions, please contact: Dariusz Łukaszewski dariusz.lukaszewski@fnp.org.pl or (+48) 22 311 84 25.

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.
- d. Provider that is a natural person that runs a sole proprietorship and is going to run the trainings all by himself/herself or is a natural person that does not run a sole proprietorship must not be employed in the institution that implements Human Capital Operational Programme in Poland except when there is neither conflict of interest nor double financing. Besides his/her working time cannot exceed 240 hours per month. This requirements will be verified before signing the agreement.

10. The Contract

The successful Provider (the one that wins the request for quotation procedure = Contractor) will sign a contract with the Ordering Party = Contracting Authority where a. o. the following clauses will be included:

1. The Contractor represents that he has the knowledge, experience, personnel and technical resources necessary to carry out the Contract.
2. The Contractor shall carry out the Contract diligently, with the required professionalism.
3. The Contractor shall be fully liable for proper Contract performance and shall be liable for the actions and inactions of the persons through which he performs the Contract or to which he has entrusted the performance of the Contract as for his own actions and inactions.
4. Each of the Training courses shall be attended by between 14 and 16 persons. The final number of the participants shall be notified to the Contractor at least 7 days prior to the



HUMAN CAPITAL
NATIONAL COHESION STRATEGY

EUROPEAN UNION
EUROPEAN
SOCIAL FUND



- date of the given Training course.
5. The Contractor shall carry out the object of the Contract in accordance with the Contracting Authority's requirements specified in the RFQ, the Offer, and the Contract.
 6. With respect to carrying out the object of the Contract, the Contractor shall:
 - 1) Participate in preparing assessment questionnaire and assessment rules for candidates for the training courses;
 - 2) Prepare the tools (can be added as a part of evaluation form) and diagnose the level of implementation of the direct objectives of the Training course;
 - 3) Provide training materials for each of the participants of the Training course (and one additional copy for the Contracting Authority), labeled as required in the Contract;
 - 4) Carry out the Training courses in accordance with the Program and the training materials provided by the Contractor.
 - 5) Evaluate each of the Training courses and produce an evaluation report (feedback produced in writing by the Contractor for the Contracting Authority, delivered after the Training course).
 7. The Contractor shall provide and send the Contracting Authority by e-mail the course materials and other documents related to the training at least 3 days before the date of the Training course.
 8. The Contractor shall label any and all training materials and other Training course-related documents with EU logotypes and an information on EU co-financing, as well as the logotype of the Foundation.
 9. After each of the Training courses, the Contractor shall, within 21 business days, produce and send to the Contracting Authority the evaluation report. The evaluation report shall contain a written summary of the Training course based on the evaluation forms provided by the Contractor and filled out by the participants of the Training course, and a subjective evaluation from the coach, as well as the results of the research on the level of implementation of the direct objectives of the Training course. The Contractor shall send the evaluation report, together with the originals of the evaluation questionnaires or, if electronic questionnaires are used, a summary of the questionnaire results. The evaluation report and the summary of the electronic questionnaire results may be sent by e-mail.
 10. The Contracting Authority reserves the right to inspect the Contractor's documents related to the performance of the Contract, including financial documents.
 11. The Contracting Authority reserves the right to resign from particular Training courses for reasons beyond its control, including but not limited to an insufficient number of prospective participants of a particular Training course. In such case, the Contracting Authority shall cover the documented costs suffered by the Contractor in connection with preparing the cancelled Training course, however, only if the cancellation takes place later than 21 days prior to the scheduled date of the Training course.
 12. The remuneration shall be payable after the end of each Training course or after the end of a set of Training courses – if they are held one after another – within 21 business days from the Contracting Authority receiving a correct VAT invoice, by bank transfer to the Contractor's bank account specified on the invoice. If the Contractor is a natural person his/her gross remuneration will be reduced by a relevant Tax rate.
 13. The prior signing of the final acceptance protocol shall be a condition for issuing the invoice and making the payment for the completed Training course(s).



14. The date of payment shall be the date of debiting the Contracting Authority's bank account.
15. In the event of the Contracting Authority discovering defects and oversights in the carrying out of the Training course, including but not limited to the lack of training materials for participants, evaluation questionnaires, or the evaluation report, the Contracting Authority may request the Contractor to immediately remove such defects or oversights or otherwise the remuneration shall be lowered.
16. In the event of the Contractor failing to carry out the Training course (in part or in full), the Contracting Authority may in each individual case demand that the Contractor pays liquidated damages in the amount of 100% of the gross remuneration payable for the Training course that has not been carried out.
17. In the event of improper performance of the Training course, the Contracting Authority shall have the right to lower the remuneration accordingly. Any and all potential inconsistencies and reservations shall be included by the Contracting Authority in the final acceptance protocol.
18. If the Contractor fails to carry out any of the Training courses, the Contracting Authority shall also have the right to rescind the Contract.
19. The Parties agree that the liquidated damages payable to the Contracting Authority may be set off against the remuneration payable to the Contractor.
20. The Contracting Authority may demand supplementary compensation on general principles if the damage exceeds the amount of the liquidated damages.
21. During the performance of the Contract, the value of the contract awarded using the principle of competitiveness may be increased by up to 50% of the value of the contract specified in the Contract. In such case, re-application of the principle of competitiveness shall not be required.
22. Each of the Parties shall have the right to terminate this Contract observing a sixty-day notice period. Termination shall be null and void unless made in writing.
23. The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Poland.
24. The generally applicable legal regulations shall apply to the matters not regulated in the Contract.
25. The potential disputes under this Contract shall be settled by the Parties through negotiations. Should the Parties fail to reach an agreement, any and all disputes shall be settled by a court competent for the registered office of the Contracting Authority.
26. In the event of discrepancies between the Polish and the English versions, the Polish version shall prevail.

