

**27893/I/2013 - RESEARCH VISITOR PROGRAMME FOR THE
DG INTERNATIONAL AND EUROPEAN RELATIONS
- REQUEST FOR PROPOSALS -**

1. Introduction

The Directorate General International and European Relations (DG-I) of the European Central Bank (ECB) is seeking applications from leading university scholars to act as Research Visitor (hereinafter 'Research Visitor') over a period of one year, renewable for another year.

DG-I prepares policy positions of the ECB on international as well as European issues, excluding positions on the macroeconomic policies of the euro area or EU countries. The Research Visitor will act as academic adviser and mentor to DG-I staff and management in the form outlined below.

Therefore, the ECB would like to invite you to submit a proposal for the stated requirements in accordance with the conditions stated below. If for any reason you are unable to provide an application at this time, we would be grateful if you informed us.

2. Scope of the assignment

Successful candidates will be offered a service contract as consultant to DG-I. The areas of competence of the Research Visitor will be associated with one or more of the following research areas:

- Analysis of cross-border capital flows and their management;
- Financial openness and financial integration;
- The international dimension of macroeconomic policies, including monetary policy

The focus of the Research Visitor should be mostly empirical and with a sense for the policy relevance of the analytical work.

The Research Visitor will be selected to carry out the tasks on the basis of their competence and in accordance with the principles of non-discrimination and equal treatment. The Research Visitor is expected to visit the ECB at regular intervals (typically comprise between 1 to 2 days for 6 to 12 visits per annum) over a prolonged period of time (one year, extendible to a maximum of two years). During their visits they will, in the areas of their competence:

- Interact with ECB economists, providing them with comments on their research projects, including active participation in relevant internal seminars at the ECB;
- Provide specific advice to DG-I economists on research projects, including detailed advice on relevant literature to consult and most appropriate applicable research techniques;
- Possibly conduct joint projects with DG-I staff on high priority projects;
- Offer advice to the management of DG-I with regard to its overall analytical work.

The Research Visitor will be paid a standard fee of EUR 500 per day and a per diem rate of EUR 280 for accommodation and subsidiary costs. Expenses for air travel tickets outside of Europe (up to business class ticket) will be reimbursed of a maximum amount of EUR 5000. For air travel inside of Europe, costs of an economy class ticket will be reimbursed. Train tickets (first class) will be reimbursed as well as local transportation incl. taxi on submission of the original invoices in accordance with the conditions of the contract.

A draft contract is included as **Annex 1**.

3. Qualifications and experience

The ECB is particularly interested in Research Visitors who have the following qualifications or skills:

1. A substantial publication record in top economic journals;
2. A research focus on the analysis of cross-border capital flows and their management, financial openness and financial integration, the international dimension of macroeconomic policies, including monetary policy, especially from an empirical standpoint;
3. Affiliation with an university would be preferable; and
4. Proven experience in interacting with students and peers which would enable an effective interaction with ECB staff members in order to provide research guidance.

4. Preparation and submission of the proposal

Applications should be submitted in English and must include following documentation:

- (i) Cover letter (also indicating how the candidate fulfils to the Section 3 “Qualifications and Experience” criteria);
- (ii) A proposal on how the candidate would perform the services in the research areas outlined in “Section 2: Scope of the assignment” above (max. 1 page), for instance:
 - What is your availability during the envisaged contract period?
 - How would you be accessible to ECB staff when you are not providing your services in the ECB premises?
 - Are you a member of particular academic or research networks, associations, etc. that might be useful for the execution of the advisory and mentoring services?
- (iii) The envisaged research agenda which the candidate is planning to develop during his/her stay preferably, clearly indicating one or more of the research areas of interest as mentioned in “Section 2: Scope of the assignment” above;
- (iv) A detailed curriculum vitae, including the candidate’s publication record.
- (v) Tenderer’s Statement (see **Annex 3**) signed original.

The proposal shall fulfil the requirements set out in this call for proposals and should also include anything that may be considered necessary for the performance of the required services, even if it is not explicitly mentioned in this call for proposals.

The contact person for the procurement shall be Livio Stracca, Senior Adviser (Tel: +49 (0)69 1344 7329). Inquiries may be also sent via e-mail: livio.stracca@ecb.europa.eu).

The candidates must submit their proposal no later than **4 February 2014** to the following e-mail address: procurement@ecb.europa.eu with the heading: **[Candidate’s name]: 27893/I/201324591 - Proposal for the Research Visitor Programme in DG-I.**

Furthermore, a signed original of the proposal shall dispatch no later than on the deadline day (4 February 2014) via courier or registered mail. The post office stamp or the date on the slip issued by the courier service shall constitute proof of compliance with the above time-limit for submission. However, the ECB will not consider proposals which reach the ECB ten calendar days after expiry of the above time-limit.

Please address the letter to:

European Central Bank
 C/o Ms Ellinoora Peltonen
 Central Procurement Office
 Kaiserstraße 29
 60311 Frankfurt am Main
 Germany

In case of hand delivery, candidates shall submit their proposal by 17.30 on the above date to the ECB's Logistics Centre at the Eurotower (Kaiserstraße 29, 60311 Frankfurt am Main). As proof of the deposit, the candidates shall receive a signed receipt indicating the time of deposit. Proposals received after the above time-limit shall not be considered.

5. Legal framework

This procurement procedure shall be governed by Decision ECB/2007/5 of 3 July 2007 laying down the Rules on Procurement and the supplementary rules attached as **Annex 4**. The procurement procedure is carried out as a negotiated procedure without publication of a notice in accordance with Article 29 of Decision ECB/2007/5.

6. Evaluation of the proposals

The proposals shall be evaluated based on the documentation submitted by the candidates as detailed in Section 4, and weighted as follows:

- (i) Assessment of the proposal on how the candidate would perform the services, 20 %;
- (ii) The envisaged research agenda 30 %; and
- (iii) The candidate's cover letter and curriculum vitae 50 %.

The specific evaluation procedure is elaborated in **Annex 2**.

Annexes:

Annex 1 Draft Contract

Annex 2 Evaluation procedure of the proposals and subsequent contract award

Annex 3 Tenderer's Statement

Annex 4 Supplementary procurement rules

Annex 1

The contractual relationship shall be based on the here attached draft contract. Any candidate submitting a proposal accepts thereby the terms and conditions of this Contract. Candidates may propose minor changes or additions to the draft contract. Candidates who intend to propose such changes or additions shall (i) indicate in their proposal the article they would like to change or add to, (ii) provide an alternative proposal, and (iii) explain their proposal. The ECB reserves the right to exclude candidates proposing substantial changes to the draft contract that affect the allocation of risks between the parties. The ECB may, at its own discretion, not consider changes or additions proposed at a later stage.

DRAFT CONTRACT FOR THE PROVISION OF SERVICES

between

The European Central Bank
Kaiserstraße 29
60311 Frankfurt am Main
Germany

(the 'ECB')

and

[name of the contractor] (the "Contractor")

WHEREAS

- the Contractor has offered (See annex 1.2. Contractor's offer) to render consultancy services to the ECB with regard to the provision of research consultant services as elaborated in Section 1.1 that follows;
- the ECB has accepted this offer.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. Scope of Services

1.1 The Contractor shall provide consultancy services (the 'Services') to the Directorate General International and European Relations of the ECB for a period of one year, extendible to a maximum of two years following signature of this Contract. The scope of Services shall comprise the following tasks:

- Interact with ECB economists, providing them with comments on their research projects, including active participation in relevant internal seminars at the ECB;
- Provide specific advice to DG-I economists on research projects, including detailed advice on relevant literature to consult and most appropriate applicable research techniques;
- Possibly conduct joint projects with DG-I staff on priority projects;
- Offer advice to the management of DG-I with regard to its overall analytical agenda.

The days of consultancy to be provided are subject to agreement between the parties and would typically comprise between 1 to 2 days for 6 to 12 visits per annum (or the respective pro rata number of days for services provided for a period below a full calendar year). The days on which the Services are to be provided shall be defined by common consent.

1.2 The ECB may, within reasonable limits, specify the scope of Services and the way the Services are performed by means of instructions. The Contractor shall comply with such instructions.

1.3 The ECB may request alterations to the Services and/or request additional services and the Contractor shall adapt its performance accordingly. The Contractor may refuse to perform alterations or additional services if the performance is technically impossible or unreasonable or if no appropriate resources are available. If the request entails changes to the Contract the Contractor shall inform the ECB without undue delay and shall not implement any alterations or additional services before the ECB has confirmed its acceptance in writing.

1.4 The Contractor's contact point within the ECB shall be the Directorate General International and European Relations. The ECB appoints Mr Livio Stracca as contract manager.

2. Place of performance; house rules; security clearance

- 2.1 The Services shall be delivered on the premises of the ECB in Frankfurt am Main.
- 2.2 If Services are performed on the ECB's premises the Contractor shall comply with the ECB's house rules in the version in force at the time of performance (published at <http://www.ecb.europa.eu> under the link 'For suppliers'). The current version of the ECB's house rules is attached as **Annex 1.1**.

Should any future changes to the ECB's house rules affect the performance of the Services from the Contractor's reasonable point of view, the Contractor shall inform the ECB without delay. The Parties to this Contract shall then discuss and, if necessary, agree on any amendments to this Contract.

- 2.3 Working on the ECB's premises shall be subject to prior security clearance by the ECB. The security clearance procedure is laid down in the ECB's house rules (**Annex 1.1**). The Contractor is responsible for the timely submission of the documentation required for the security clearance and shall bear the consequences resulting from a delayed submission.
- 2.4 When leaving the ECB the Contractor shall return all items received from the ECB including security badges, keys, books and any IT equipment. If such items are not returned within the reasonable time-limit set by the ECB for reasons for which the Contractor is responsible, the ECB may claim from the Contractor a penalty up to an amount of EUR 500 for each unreturned item. The ECB shall fix the amount using equitable discretion taking into account in particular the value of the item. This penalty does not prevent the ECB from claiming further damages.

3. Personal performance of the Contractor

- 3.1 The Contractor shall perform the Services personally. If the Contractor is not available for reasons beyond the control of the Contractor (for example sickness), the ECB may either terminate the Contract or request the Contractor to propose a replacement with the same level of experience and qualifications within 10 calendar days from the moment the Contractor becomes aware of its unavailability. The assignment of the replacement shall be subject to the ECB's prior approval which shall not be unreasonably withheld.
- 3.2 The Contractor shall act as an independent contractor in the performance of the Contract and shall be free to determine the way the Services are performed within the limits set out in this Contract. The ECB and the Contractor agree that this Contract does not establish an employment relationship

between the ECB and the Contractor. Accordingly, the Contractor shall be responsible for the payment of all taxes and social security contributions arising out of its activities under this Contract. It is the Contractor's exclusive responsibility to ensure that it fulfils all obligations required by legislation concerning aliens in all places of performance, including the obligation to hold a valid residence and work permit for the term of the Contract.

4. Remuneration

4.1 The Services shall be remunerated by expenditure of time on the basis of a daily rate of EUR 500 . The daily rate us a flat rate and shall cover up to 10 working hours a day. Parts of days shall be invoiced pro rata.

4.2 The contractor will be paid a per diem rate of EUR 280 for accommodation and subsidiary costs. Expenses for air travel tickets outside of Europe (up to business class ticket) will be reimbursed of a maximum amount of EUR 5000. For air travel inside of Europe, costs of an economy class ticket will be reimbursed. Train tickets (first class) will be reimbursed as well as local transportation incl. taxi on submission of the original invoices. The ECB encourages the contractor to take advantage of early booking fares, as this is cheaper than purchasing tickets closer to departure. Furthermore, regarding the Reimbursement of Travel expenses, please see Annex 3 (travel rules), specifically related to the travel expenses only. The ECB reimburses only expenses that are not covered by a third party. The contractor shall notify the ECB if a third party reimburses any expenses.

The reimbursement of travel expenses shall cover net expenses excluding any value added tax paid by the Contractor to a service provider. Notwithstanding the foregoing, in case the Contractor's travel expenses include any non-deductible value added tax paid by the Contractor, the ECB shall reimburse the gross expenses on condition that the Contractor submits to the ECB invoices issued by the service provider to the ECB clearly showing the applicable VAT rate and the VAT amount to be paid.

4.3 All rates are net without value added tax (VAT). If the Contractor is subject to VAT and established in Germany or Portugal, the ECB shall pay VAT in addition at the rate applicable on the day when the invoice is submitted to the ECB provided that the invoice clearly shows the applicable VAT rate and the VAT amount to be paid. If the Contractor is established in another EU Member State, the Services are exempt from VAT in accordance with Articles 3 and 22 of the Protocol on the Privileges and Immunities of the European Union and Article 151(1)(a)(aa) of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax

(OJ L 347, 11.12.2006, p. 1). The Contractor shall accordingly complete the necessary formalities with the competent authorities to ensure that the Services are exempt from VAT. On request, the ECB shall provide the Contractor with a VAT exemption certificate.

- 4.4 The Contractor shall submit to the ECB an invoice. Invoices shall indicate at least a reference to the Contract, the purchase order number, if any, the Contractor's tax reference number, if any, a summary of the Services performed, the number of days and hours rendered, the daily and/or hourly rates as applicable, the total amount to be paid, the VAT rate and amount, where applicable, and the IBAN and BIC codes for the Contractor's bank account. The actual service hours shall be proven by a detailed record. Invoices shall be sent to:

European Central Bank
Accounting & Procurement Division
Kaiserstraße 29
60311 Frankfurt am Main
Germany.

- 4.5 The ECB shall settle such invoices within 30 calendar days following receipt thereof. All payments shall be in euro. The ECB may withhold payment if and to the extent the invoice is incorrect or does not meet the invoicing requirements set out in Article 4.3.

5. Intellectual property rights

- 5.1 The Contractor shall grant to the ECB irrevocably the exclusive right to use all documents, data and other work results that the Contractor produces in performing the Services on its own or together with third parties (together the 'Work results') from the moment the Work results are protected by intellectual property law. The ECB's right of use shall not be subject to any restrictions in terms of time, place or application and shall cover all forms of use known at the time of entering into the Contract. This shall include, without being limited to, the rights to copy, distribute, process, modify, further develop and/or dispose of the Work results or create derivative works based on the Work results and use them to the same extent as the original results. The ECB may transfer the right of use or grant rights thereon (sublicenses) to third parties. The right to be designated as author and other mandatory moral rights, if any, shall remain unaffected.
- 5.2 Without prejudice to Article 5.1, the Contractor shall remain the owner of all rights relating to deliverables, documents, tools, methodologies, processes, ideas and know-how that it developed/owned prior to the Contract or develops/acquires independently of the Services ('Pre-existing deliverables'). If such Pre-existing deliverables are made available to the ECB under the

Contract, the Contractor shall grant to the ECB the non-exclusive right to use, copy and distribute such Pre-existing deliverables internally and within the European System of Central Banks.

- 5.3 The Contractor shall transfer ownership to the ECB of all physical items containing, embodying or representing the Work results or Pre-existing deliverables.
- 5.4 The charge for granting the rights of use set out in Article 5.1 and 5.2 shall be included in the agreed remuneration.
- 5.5 The Contractor represents and warrants that it is authorised to grant the intellectual property rights as set out in Article 5.1 and 5.2 and that the use of such rights by the ECB in accordance with this Contract does not breach any third party property rights. In case of a dispute the Contractor shall indemnify the ECB from or hold it harmless against all third party claims in accordance with statutory law.

6. Confidentiality; discretion; data protection

- 6.1 The Contractor shall treat in strictest confidence and not divulge to unauthorised persons any information, data or documents concerning the ECB, its staff, the Contract or its performance which the ECB designated orally or in writing as 'restricted', '(strictly) confidential' or 'secret' or which a reasonable contractor would consider to be confidential ('Confidential information'). The Contractor shall use such Confidential information only for the purpose for which it was disclosed and shall not use or exploit such Confidential information for its own benefit or for the benefit of another person.

- 6.2 The Contractor shall store properly

- (a) all Confidential information that the ECB makes available to it;
- (b) all Confidential information that the Contractor receives in the performance of this Contract from third parties;

and shall ensure that unauthorised persons have no access to Confidential information. In case of termination of this Contract the ECB may request the Contractor to destroy or return Confidential information to the ECB without undue delay. The Contractor may keep copies if required by law. The Contractor shall not invoke any right of retention with regard to Confidential information.

- 6.3 Confidential information shall not include information, data and documents

- (a) that are or become publicly available, except through a breach of confidentiality by the Contractor;
- (b) the disclosure or use of which has been authorised by the ECB in writing;
- (c) the disclosure of which is required by law.

6.4 The Contractor shall not use the ECB's name in any promotional material without the ECB's prior written consent. The consent shall cover only the promotional material described in the Contractor's request and shall only apply for the approved time period.

7. Data protection

- 7.1 The ECB shall process personal data received (such as names and contact details) in accordance with 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 (OJ L 8, 12.1.2001, p. 1) and with Decision ECB/2007/1 of 17 April 2007 adopting implementing rules concerning data protection at the European Central Bank (OJ L 116, 4.5.2007, p. 64).
- 7.2 The ECB shall use such personal data solely for the purpose of managing the Contract and maintaining a database of suppliers. Within these limits, the ECB may transfer the personal data to third parties supporting the ECB in the management of the Contract including external contractors, national central banks and other partner organisations, without prejudice to possible transmission to internal audit services, the Court of Auditors and/or the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the EU. The ECB may process payment settlement data via SWIFT.
- 7.3 The data subjects concerned may request access to their personal data and request the rectification of any data that is inaccurate or incomplete. For all queries relating to such data, data subjects may address the data controller who is the head of the Directorate/Directorate General specified in Article 1.4. Data subjects shall have the right of recourse to the European Data Protection Supervisor.
- 7.4 The Contractor shall comply with applicable data protection law.

8. Duration and termination

- 8.1 This Contract shall become effective on its signature by both Parties, and shall remain in force until the expiry of the agreed term or, if no fixed term is agreed, until completion of the Services, or until terminated in accordance with this Contract or any statutory provision.
- 8.2 The ECB shall have the right to terminate this Contract at any time without notice (see § 627 of the German Civil Code). The Contractor may terminate this Contract without cause within the limits set by statutory law (see § 627(2) of the German Civil Code) and only with three months' prior notice.
- 8.3 Either party may terminate this Contract under extraordinary circumstances that render the continuation of this Contract intolerable considering all relevant aspects and the interests of both Parties (see § 626 of the German Civil Code). The ECB may terminate the Contract in particular:
- (a) if insolvency or similar proceedings have been opened against the Contractor's assets;
 - (b) if the Contractor retires from business;
 - (c) if the Contractor has substantially or repeatedly breached its obligations under this Contract and has not remedied such breach within a reasonable period of grace set by the ECB. No period of grace is required if the breach cannot be remedied or in the cases listed in § 314(2) and § 323(2) of the German Civil Code;
 - (d) if the Contractor is guilty of serious misrepresentation in supplying information to the ECB or has participated in agreements restricting competition in the procurement procedure leading to this Contract;
 - (e) if the Contractor does not provide a suitable staff replacement within the time limits set out in Article 3 of this Contract;
 - (f) if the Contractor has a conflict of interest that cannot be solved by appropriate measures in accordance with Article 10.
- 8.4 The rights of termination in accordance with this Contract shall not prejudice any other statutory right or remedy that either Party may have.

9. Liability

- 9.1 The Contractor shall effect complete performance in time, in the quality necessary to achieve the purpose of the Contract, and complying with the relevant professional diligence, as well as the state of technology and sciences.
- 9.2 Either Party shall be liable for any deliberate or negligent action or omission of its staff or subcontractors in accordance with statutory law.

10. Conflicts of interest; standards of behaviour

- 10.1 The Contractor shall comply with the standards of behaviour set out in Article 0.6 (Dignity at work), 0.8 (Conflicts of interest), 0.9 (Gainful employment of a spouse or recognised partner), 0.10 (Giving and accepting gifts), 0.11 (External activities performed in the course of professional duties), 0.13 (procurement) and 0.16 (Relations with external parties) of the ECB's Ethics Framework (OJ C 104, 23.4.2010, p. 3 and available at <http://www.ecb.europa.eu/ecb/legal/1008/1024/html/index.en.html>).
- 10.2 In accordance with Article 0.8 of the ECB's Ethics Framework, the Contractor shall ensure that no circumstances arise in which its activities under this Contract conflict or might conflict with any services which the Contractor may provide to third parties. Conflicts of interest arise where the Contractor has private or personal interests which may influence or appear to influence the impartial and objective performance of its duties. Private or personal interests mean any potential advantage for the Contractor, its family, its other relatives or their circle of friends and acquaintances. In the event of such conflict or potential conflict, the Contractor shall immediately notify the ECB and provide the ECB with all information necessary to assess the conflict. The ECB may request the Contractor to take appropriate measures to avoid or solve the conflict of interest. If it is not possible to avoid the conflict or potential conflict of interest or to solve it in another manner, the ECB may terminate this Contract with immediate effect.

11. Subsidiary contracts; written form; double signature

- 11.1 This Contract contains the entire agreement between the Parties and supersedes all prior arrangements or contracts whether written or oral, express or implied.
- 11.2 Any amendments to this Contract or supplementary contracts as well as other legally binding declarations shall be made in writing. This shall apply also to this clause itself.

11.3 The Contractor acknowledges that under the Statute of the ESCB any declaration made on the ECB's behalf shall only be binding with the signatures of two duly authorised members of staff.

12. Validity of certain provisions; severability

12.1 The legal effects of the provisions of this Contract on intellectual property rights (Article 5) and on discretion and confidentiality (Article 6), as well as any other contractual provisions the purpose of which requires continuation after the end of the Contract, shall continue after the end of the contractual relationship.

12.2 If any provision of this Contract is found to be invalid or incomplete, the validity of the remaining terms and provisions shall not in any way be affected. In this case the Contract's provisions shall be determined on the basis of the relevant statutory provisions.

13. Choice of law

This Contract shall be governed by and interpreted under German law.

14. Jurisdiction; election of domicile

Should the ECB and the Contractor be unable to reach agreement on any matter arising out of their contractual relationship, the matter in dispute shall be referred to the jurisdiction of the ordinary courts (*Amtsgericht* or *Landgericht*) in Frankfurt am Main, Germany. The Contractor hereby expressly agrees that the address mentioned in the header of the present Contract will serve as the address for service in the event of a dispute. If the Contractor is resident/established outside Germany the ECB may request the Contractor to appoint a person resident or a company established in Germany that is authorised to accept service on behalf of the Contractor.

15. Annexes

The following annexes form an integral part of this Contract in the following ranking and order:

- (a) The ECB's house rules (**Annex 1.1**)
- (b) Contractors offer (**Annex 1.2**)
- (c) Travel rules (**Annex 1.3**)

In the event of conflict, the main text of this Contract shall prevail over the annexes.

IN WITNESS WHEREOF the undersigned, being duly authorised, have signed this Contract:

European Central Bank:

Contractor:

Place and date

Place and date

Frank Moss

[Name of the contractor]

*Director General International and European
Relations*

Livio Stracca

Senior Adviser,

*Directorate General International and European
Relations Research Division*

Annex 2

EVALUATION PROCEDURE FOR THE PROPOSALS

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OUTCOME OF THE PROCUREMENT PROCEDURE

I Evaluation of proposals and award

I.1 Evaluation process

I.1.1. The evaluation process shall take place in three stages (Article 23 of Decision ECB/2007/5), namely

- (a) the verification of the formal requirements laid down in this Annex 2;
- (b) the verification of the candidate's eligibility in accordance with Section I.3;
- (c) the evaluation of the proposals against the award criteria listed in Section I.5.

Only the proposals meeting the requirements of each stage shall pass on to the next stage of the evaluation.

I.1.2. If your proposal was (one of) the best ranked after the evaluation, the ECB may invite you for a presentation in order to verify compliance with the ECB's requirements, to clarify open questions, and/or for negotiations. The negotiations may be carried out as consecutive negotiations in the order of the ranking of the candidates or as parallel negotiations with several candidates who best meet the award criteria.

I.2 Formal requirements

The ECB shall exclude your proposal if it

- (a) was received after the expiry of the time-limit for the submission of proposals; or
- (b) is substantially incomplete; or
- (c) was not submitted in English.

The ECB may, at its own discretion, exclude your proposal, if it does not comply with other substantial formal requirements laid down in this Annex 2 and the call for proposals.

I.3 Eligibility criteria

The ECB shall exclude your proposal, if you are in one of the situations described in Article 24(4) of Decision ECB/2007/5 (e.g. conviction for fraud or corruption) or put on a blacklist in accordance with Article 24(7) of Decision ECB/2007/5. In addition to this, the ECB may exclude your proposal if you are in one of the situations described in Article 24(5) of Decision ECB/2007/5 (e.g. insolvency, grave professional misconduct, misrepresentation).

You must declare in the **Tenderer's statement** (Annex3) that you meet the eligibility criteria. You must inform the ECB without undue delay if any circumstances arise after the submission of their proposal that may affect your eligibility. The ECB reserves the right to request from you documentary evidence in support of the statements made in the Tenderer's statement.

I.4. Selection criteria

The ECB reserves the right to exclude your proposal if it becomes aware that you do not have the economic, financial, technical and professional capacity to perform the Contract.

I.5. Award criteria

I.5.1. The ECB shall offer a service contract to you, if you submit proposal that the ECB considers as providing (one of) the most valuable contribution for the analytical work in DG-I taking into account the award criteria stated under Section 6 of the call for proposals.

I.5.2. The ECB shall evaluate all proposals using a scoring system with a maximum of 100 points. The maximum number of points achievable per award criterion is equivalent to the percentage weightings allocated to the award criteria.

I.5.3. Your proposal will be evaluated on the basis of the award criteria listed under the Section 6 of the call for proposals.

I.5.4. The quality of the proposals shall be evaluated as follows:

- (a) the quality related award criteria listed in Section 6 of the call for proposals shall be assessed one by one against the ECB's requirements set out in the call for proposals and evaluated on the basis of a scoring system from zero to five points as follows:

Score	Definition
0 point	No evidence/Total failure: The proposal totally fails to address the criterion under examination or cannot be assessed due to missing evidence.
1 point	Very Poor: The criterion under examination is addressed in an incomplete and unsatisfactory manner; serious concerns.
2 points	Poor: The criterion under examination is partly addressed but with a few major gaps or issues.
3 points	Fair: The criterion under examination is generally addressed with minor issues.
4 points	Good: The criterion under examination is fully addressed.
5 points	Excellent: The criterion under examination is fully addressed and the proposal offers some added value.

- (b) the ECB shall evaluate the quality of the proposals using a scoring system with a maximum of 100=quality weighting points, based on the criteria and corresponding weightings set out in Section 6 of the call for proposals;

- (c) proposals which do not obtain at least 3 points (out of a maximum of 5) for each of the sub-criteria or at least 3 points as total quality score may be considered to be of an unacceptably low quality and rejected;
- (d) in order to reflect the weighting of the quality the total scores shall be adjusted as follows. The proposal with the highest quality shall obtain the maximum score and the other proposals proportionally less.

I.5.5. The most valuable contribution for the analytical work of DG-I is the proposal with the highest final score.

II Outcome of the procurement procedure

II.1 Notification of award

II.1.1. Following the award decision, the ECB shall inform you within a reasonable time and in writing of the outcome of the procurement procedure.

II.1.2. If you were not offered a Service Contract, you may within 15 calendar days of receipt of the notification request the ECB to provide the main reasons for rejecting your proposal and to provide copies of all documents relating to the evaluation of your and other competing proposals sent as a basis of this RfP. The ECB may decide to withhold certain information where the release of such information would affect other candidates' legitimate commercial interests, would hinder application of the law or would otherwise be contrary to the public interest.