

# OpenAIRE-Advance [OpenAIRE Advancing Open Scholarship]

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## Open Call for Tenders



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## List of acronyms and expressions

Evaluation	means the process of analysis to determine whether the specific requirements relating to a process, system, product, person or body are fulfilled;
Award Criteria	means, for each Phase, the criteria used to identify the most economically advantageous tenders;
Completion Date	means the date for the completion of an individual Phase or for the Project as whole;
Confidential Information	means any and all information (including, without limitation, documents, presentations, evaluations, drafts, outlines, notes, methodologies of technical, financial or other business nature) transmitted in whatever form or mode of communication, which is disclosed by one party to the other party in connection with the Project during and/or for the purpose of its implementation, and which has been explicitly marked as "confidential" or ought to be considered as confidential in the normal course of business at the time of disclosure (regardless of the way in which it is conveyed or on whatever media it is stored);
Contractor	means the entity/entities which have been successful in the open call
Evaluation committee	means a committee of experts in the field of the Project, and/or technical experts, and/or general business experts, appointed by the Procurer in its sole discretion;
Intellectual Property Rights	means any and all patent rights (including but not limited to, extensions, improvement patents, supplementary protection certificates), inventions (whether or not patentable or capable of registration), trademarks, service marks, copyrights, topography rights, design rights and Database rights, (whether or not any of them are registered or registerable and including applications for registration, renewal or extension of any of them), trade secrets and rights of confidence, trade or business

	names and domain names and including applications for registration, renewal or extension of any of them, and any other rights or forms of protection of a similar nature which have an equivalent or similar effect to any of them which may now or in the future exist anywhere in the world;
Open Market consultation	The open market consultation represents a specific phase during the overall Open Call preparation, aiming at actively approach the market to find out about the state of the art and current development in the related sector.
'First' products or services	It is a product or a service in a testing mode, before entering the market (limited set of prototype(s) and/or first test products or services resulting from the R&D).

## History of changes

Version – Date	Description	Chapter/Page
1 – 27/11/2019	Modifications in the analysis of the calculation of the total score	Section 3.4 Award criteria – pages 31, 32

# 1. Introduction

OpenAIRE-Advance continues the mission of OpenAIRE to support the Open Access/Open Data mandates in Europe. By sustaining the current successful infrastructure, comprised of a human network and robust technical services, it consolidates its achievements while working to shift the momentum among its communities to Open Science, aiming to be a trusted e-Infrastructure within the realms of the European Open Science Cloud.

Supporting its open science characteristic and role within EOSC, OpenAIRE launches within the framework of the European Commission's Horizon 2020 programme, its Open Innovation programme to discover, support and fund innovative ideas and implementations of software in the Open Science domain. This is achieved by merging external and internal ideas that will lead to the co-creation of fresh business ideas and the formation of an innovation ecosystem with would-be-entrepreneurs, start-ups and SMEs, closely related to OpenAIRE. The Open Innovation programme will select young innovators, SMEs, start-ups and entrepreneurs that will develop innovative projects in the field of Open Science linked to scholarly works, next generation repositories, data management, OpenAIRE infrastructure and OpenAIRE services.

This document presents the process of the Open Call, which is an essential part of the Open Innovation programme of OpenAIRE. In this document you will find how this Open Call is structured, its challenge, its context, aims and expected outcomes projected on a timeline. Additionally, there is also information on the open call budget, maximum amount of funds that can be awarded and IPR, rules and evaluating criteria are explained. Further details on how to submit a proposal, accompanying documents, and communication channels are presented at <https://www.openaire.eu/open-innovation-in-openaire>.

## 2. Open call

### 2.1 Open call Structure

This Open Call is split into **3 phases**:

Phase 1: solution design;

Phase 2: prototyping;

Phase 3: original development and testing of a limited set of 'first' products or services.

This phased approach allows successful contractors to improve their offers for the next phase based on lessons learnt and feedback from procurers in the previous phase. Using a phased approach with gradually growing contract sizes per phase also makes it easier for smaller companies to participate in the Open Call and enables SMEs to grow their business step-by-step with each phase.

## 2.2 Open Call Challenge

This is an Open Call for R&D services to develop solutions to tackle the following challenge: Software products or service solutions within the OpenAIRE platform, capable of advancing scholarly publication towards the implementation of Open Science practices.

The Open Call is for R&D services to develop solutions.

## 2.3 General context

### Open, transparent, non-discriminatory approach — No large-scale deployments

This Open Call is open to all operators on equal terms, regardless of the size, geographical location or governance structure. There is, however, a place of performance requirement that they must perform a predefined minimum percentage of the contracted R&D services in EU Member States or Horizon 2020 associated countries.

At least 50% of the contracted R&D services are performed in EU Member States or Horizon 2020 associated countries.

### Sharing of IPR-related risks and benefits under market conditions

This Open Call procures R&D services at market price, thus providing contractors with a transparent, competitive and reliable source of financing for the early stages of their research and development. Giving each contractor the ownership of the IPRs attached to the results it generates during the duration of the Open Call means that they can widely exploit the newly developed solutions commercially. In return, the tendered price must contain a financial compensation for keeping the IPR ownership compared to the case where the IPRs would be transferred to the procurers (the tendered price must be the 'non-exclusive development price'). In other words when tendering for this Open Call, it should be considered that the tendered Price should reflect the fact that the IPR stay with the Contractor. Moreover, the procurers must receive rights to use the R&D results for internal use and licensing rights subject to certain conditions.

### EU funding

This Open Call is part of a project that is funded by the European Union's Horizon 2020 Research and Innovation Programme, under grant agreement No 777541 — OpenAIRE-Advance (see [<https://www.openaire.eu/advance/>]).

The contracts will therefore be subject to additional rules that come from the EU grant(s).

This open call is exempted from the **EU public procurement directives** because the procurers do not retain all the benefits of the R&D (the IPR ownership stays with the contractors).

It is also exempted from the **WTO Government Procurement Agreement (GPA)** because this Agreement does not cover R&D services

This procedure does not constitute state aid under the **EU state aid rules** if an open, transparent, competitive procedure with risk- and benefit-sharing at market price is followed. (The division of all rights and obligations (including IPRs) and the selection and award criteria for all phases must be published at the outset; the call must be limited to R&D services and clearly separated from any potential follow-up commercial procurement; Contractors of the

open call may not be given any preferential treatment in a subsequent procurement for provision of the final products or services on a commercial scale.)

This procedure takes into account the technical guidance document of the Hellenic Single Public Procurement Authority published on 10/8/2018.

### Open market consultation

The start of this procurement was preceded by an open market consultation. This process represents a specific phase during the overall Open Call preparation, aiming at actively approach the market to find out about the state of the art and current development in the related sector. The market consultation phase is the initial core activity where the first dialogue between demand and supply side takes place.

## 2.4 General aim and topics

This Open Call is looking for new approaches on its main layers of operations;

- i) **Data Exploitation layer** – “Service portfolio”: enrichment of OpenAIRE’s service portfolio by adding new applications services on top of the OpenAIRE infrastructure, or, enhancing its current services; within OpenAIRE specifications and APIs, capable of advancing the operations, efficiency, coverage, applicability or OpenAIRE
- ii) **Data Curation and Integration layer** – “OpenAIRE Research Graph”: Enhancement of the quality of the OpenAIRE graph. It includes the metadata collection and mining processes.
- iii) **Data sources layer** – “Repository platforms for literature, datasets and software”: development of functionalities and demonstration of use cases that support the implementation of next generation networked services (repositories) that can be embedded in OpenAIRE infrastructure

More specifically, in this broad domain the call focuses on the OpenAIRE application boundaries as exemplified in the following figure:

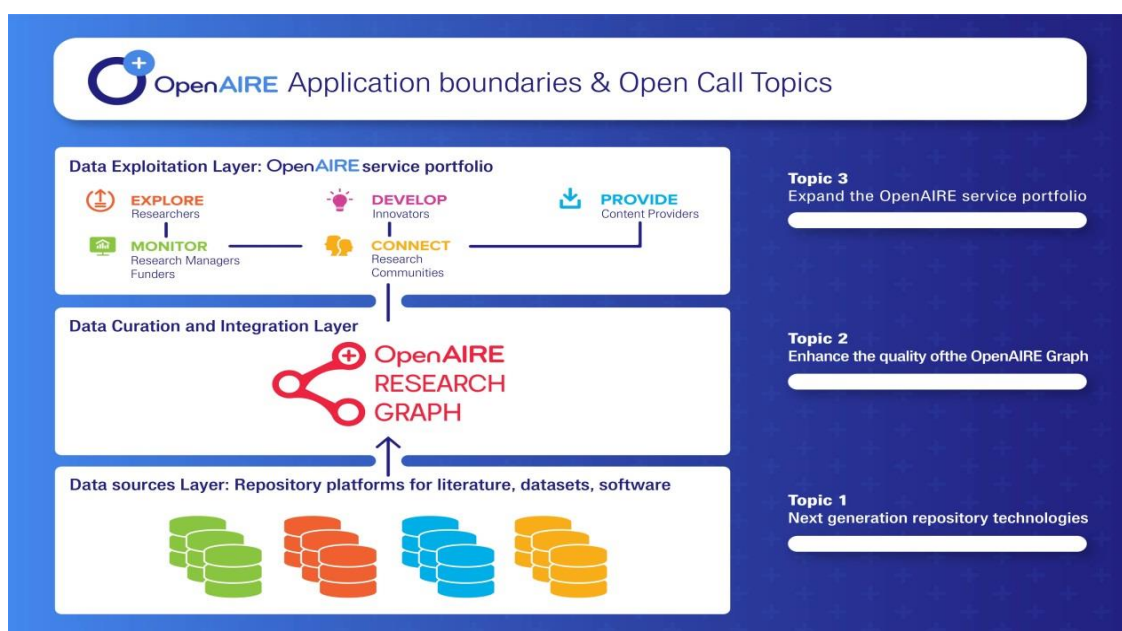


Figure 1: OpenAIRE application boundaries

How it works: OpenAIRE builds a large Research Graph by aggregating +10K data sources, which can expose and validate their metadata to OpenAIRE via PROVIDE.openaire.eu, and by text-mining over +11Mi Open Access full-text articles. The graph includes metadata of publications, datasets, software, funders and relative projects, and organizations. The graph can be accessed via standard APIs (DEVELOP.openaire.eu) and can be consumed via added-value services, namely CONNECT, MONITOR, and EXPLORE.

A technical oriented documentation (Annex 3) than describes the technical specifications of each challenge topic is also available online on the OpenAIRE open innovation page.

## Topic 1: Next generation repositories

The vision underlying the work of Next Generation Repositories is, “to position repositories as the foundation for a distributed, globally networked infrastructure for scholarly communication, on top of which layers of value added services will be deployed, thereby transforming the system, making it more research-centric, open to and supportive of innovation , while also collectively managed by the scholarly community.”

An important component of this vision is that repositories will provide access to a wide variety of research outputs, creating the conditions whereby a greater diversity of contributions to the scholarly record will be accessible, and formally recognized in research assessment processes.

In April 2016, the Confederation of Open Access Repositories (COAR) launched the Next Generation Repository Working Group to identify new functionalities and technologies for repositories. A full report with recommendations for the adoption of new technologies, standards and protocols that will help repositories become more integrated into the web environment and enable them to play a larger role in the scholarly communication ecosystem is accessible at <https://www.coar-repositories.org/files/NGR-Final-Formatted-Report-cc.pdf>

### Problem

In general, repositories form a distributed global knowledge network and have the potential to promote the transformation of the scholarly communication ecosystem. One of the barriers is a lack of web-based integration with other innovative scholarly services. There is a clear need for repository platforms to adopt modern web-technologies and protocols that will allow them to better interact with more innovative and sophisticated scholarly networked tools and services.

### Challenge

Building on the outcomes of the COAR Next Generation Repositories Working Group, OpenAIRE-Advance calls interested SMEs (developers, data analysts, etc.) and Young Innovators to develop functionalities and demonstrate use cases that support the implementation of next generation networked services (repositories) within OpenAIRE.

This call will specifically address the following needs/functionalities related to next generation repositories:

1. Plug ins and/or add ons for the implementation of Signposting in DSpace 5 and DSpace 6
2. Implementation of ResourceSync for Eprints



3. Innovative techniques/methods for visualizing usage data from and for individual repositories and aggregator services

### What we are looking for in this challenge

We are looking for software, services (new or already working) that will promote OpenAIRE services towards next generation repositories and will be successfully integrated into OpenAIRE infrastructure. You can select at least one potential category of action. Proposed services that combine more than one category will gain an advantage (see criteria of selection below-Section 3.3).

### Topic 2: Improving quality of the OpenAIRE Research Graph

OpenAIRE aggregates a vast amount of open science scientific records that have the potential to assist research communities, funders, institutions, and research infrastructures to better understand their interconnections, connections to society and industry, their impact, their future. As a result of this action, OpenAIRE populates the OpenAIRE Research Graph a public good which can be used for research, monitoring, and innovation.

*We use the OpenAIRE graph aiming to track and connect all the links between research results, the institution that produced and the one that financed them, and where to find them for consultation or further use. The OpenAIRE graph maps the knowledge produced by public research and the actors involved in, thus enabling explorations of all its content and phases like never before. It is now in beta version and opens for comments. The OpenAIRE Research Graph represents the EOSC catalogue of all resources: data, publications, software, methods, etc., all linked together".*

### Problem

The amount of metadata information involved is huge and opportunities infinite. Making the information in the graph reliable, accurate, and richer is therefore key for Open Science to progress and for science to take back research evaluation and monitoring from industry. Key to this success is therefore the collaborative curation and care of the OpenAIRE Research Graph, intended as common public good.

### Challenge

OpenAIRE-Advance calls interested SMEs (developers, data analysts, etc.) and Young Innovators to offer solutions that will use data provided via OpenAIRE, blend with your imagination, skills, expertise and produce new services that will add value for all stakeholders involved in the research process or are recipients of research outcomes (see below). The goal is that of **enhancing the OpenAIRE research graph by means of mining algorithms, web crawling algorithms, supporting data curation, etc.** Services can take advantage of the OpenAIRE APIs or, with technical support, operate over the 11Mi full-text provided by OpenAIRE in order to generate extra metadata, links between scientific products and scholarly entities that can further enrich the OpenAIRE Research Graph.

### What we are looking for in this challenge

We are looking for software, services (new or already working) that will enhance content in the OpenAIRE Research Graph, promote the construction of new open content collections or

promote and advance open scholarship, and may potentially be integrated into OpenAIRE infrastructure.

### Topic 3: Expand the OpenAIRE Service portfolio

The vision underlying the need to expand the OpenAIRE service portfolio is described into two main categories;

**A) Focusing on the enhancement of current OpenAIRE services** in order to “to select and build new versions/instances of OpenAIRE services already running on the infrastructure and expand their operations functionalities, outcomes”. A key element is that all OpenAIRE services are user-centric and categorized on stakeholders: content providers, researchers, research managers, funders, research communities, innovators, and should serve their needs.

A relevant component of this vision is to think out of the box and create new functionalities, add-ons, plugins fully integrated into the OpenAIRE infrastructure and tools that will reach broader audiences and raise the impact of OpenAIRE within EOSC, among other e-infrastructures, to current user groups, industry, public administration, policy on open science.

**B) Focusing on the creation of new OpenAIRE services;** that will run on top of the OpenAIRE infrastructure to address data reuse from OpenAIRE in new contexts that enhance and foster scholarly communication following the FAIR principles of an Internet of FAIR Data & Services. The services must build upon the OpenAIRE APIs ([api.openaire.eu](http://api.openaire.eu)) and operate in harmony with the OpenAIRE Research Graph.

A critical component of this vision is to think out of the box and create new disruptive services (on top of OpenAIRE) and tools that will reach broader audiences and raise the impact of Open Science and OpenAIRE within EOSC, among other RIs, to user groups, industry, public administration, policy on open science.

#### Problem

OpenAIRE aggregates a vast amount of open science scientific records that have the potential to assist research communities, funders, institutions, and research infrastructures to better understand their interconnections, connections to society and industry, their impact, their future. With the evolution of big data technologies in a well-connected world (research web) there is a need to explore, enrich, exploit and make sense of scientific and scholarly information in more innovative ways. As data and tools evolve, the services that OpenAIRE offers, should be ahead of the needs of its user groups, be constantly updated following latest trends. Any enhancement of current OpenAIRE services is welcome as it improves quantified and qualitative outcomes and user experiences. Creation of new OpenAIRE services is welcome as it may expand the use of data sources in new domains, can draw new insights, and add increase value to OpenAIRE user groups.

#### Challenge

OpenAIRE-Advance calls interested SMEs (developers, data analysts, etc.) and Young Innovators to be creative and use its services, blend with your imagination, skills, expertise and build enhancements of OpenAIRE services or new services for OpenAIRE that will add value for our stakeholders (see below).

## What we are looking for in this challenge

We are looking for software that will focus either to improve OpenAIRE current services or create new services. All proposed services should promote open science, promote open scholarship, and be successfully integrated into OpenAIRE infrastructure.

## 2.5 Expected outcomes

Expected outcomes				
Phase 1: Solution design				
<b>Objective</b>	Perform research to: <ol style="list-style-type: none"> <li>1. elaborate the solution design and determine the approach to be taken to develop the new solutions and</li> <li>2. demonstrate the technical, financial and commercial feasibility of the proposed concepts and approach to meet the procurement need</li> </ol>			
<b>Output and results</b>	Concept of the idea, description, objectives, usage scenario, methodology, work plan, expected results, implementation.			
Milestones and deliverables		By when?	How?	Output and results
<b>Milestones</b>	M1.1) Submission of Project plan	[17.02.2020]	sent by email to Procurer	pdf document
	M1.2) Design & architecture of the solution/service (s)	[28.02.2020]	sent by email to Procurer	pdf document
<b>Deliverables</b>	D1) Project abstracts - Detailed descriptions, of the actions to be completed during Phase 1, timeline, technical approach, dissemination, impact on OpenAIRE and Open Science Community (i.e. EOSC)	[10.02.2020]	sent by email to procurer	pdf document
	D1.1) Technical description – detailed design and system architecture, API, formats, methods (integration)	[28.02.2020]	sent by email to procurer	pdf document
	D1.2) a technical plan report (brief with design and system architecture), <ul style="list-style-type: none"> <li>• capacity to deliver</li> </ul>	[20.03.2020]	sent by email to procurer	pdf document

	<p>within cost and scheduled goals</p> <ul style="list-style-type: none"> <li>• lists of names and location of personnel that carried out the R&amp;D activities</li> <li>• Business and exploitation plan</li> <li>• Innovation Impact Plan on OpenAIRE</li> <li>• Data management plan</li> <li>• Compliance with the ethics requirements</li> <li>• IPRs management plan</li> <li>• Lessons learnt</li> </ul>			
<b>Phase 2: Prototyping</b>				
<b>Objective</b>	Develop, demonstrate and validate prototypes on OpenAIRE testing instances			
<b>Output and results</b>	Creating/Implementing the prototypes			
<b>Milestones and deliverables</b>		<b>By when?</b>	<b>How?</b>	<b>Output and results</b>
<b>Milestones</b>	M2.1) Conference call of phase 2 contractors with the procurer	[04.05.2020]	Virtual meetings	Minutes document
	M2.2) A demonstration to the Procurer of the prototypes developed during phase 2	[22.06.2020]	Virtual meetings	Minutes document
<b>Deliverables</b>	D2) Project abstracts (summary of the actions to be completed during Phase 2)	[14.05.2020]		pdf document
	D2.1) Documentation Detailed presentation and documentation of code, API(s), licenses used, to build the prototype service(s)	[29.05.2020]	sent by e-mail to Procurer	Online document (i.e. GitHub, GitLab, etc)
	D2.2) Phase 2 report – including: <ul style="list-style-type: none"> <li>• Operational environment – where</li> </ul>	[25.06.2020]	sent by e-mail to Procurer	pdf document

	<p>the tests have been performed, and detailed information which hardware, software and developed tools were used</p> <ul style="list-style-type: none"> <li>• Detailed information regarding testing process team with description of the roles - lists of names and location of personnel that carried out the R&amp;D activities</li> <li>• Results and acceptance tests conducted during the development period.</li> <li>• Updated business and exploitation plan, compliance with the ethics requirements, innovation OpenAIRE impact and IPR management plan</li> <li>• Test plan description of Phase 3 with detailed documentation of the steps that need to be done in order to run the test</li> <li>• Lessons learnt</li> </ul>			
<b>Phase 3: Original development and testing of a limited set of 'first' products or services</b>				
<b>Objective</b>		Technical testing (the test series) and operational validation of the solution within OpenAIRE infrastructure		
<b>Output and results</b>		Testing of solutions, and integration of the products/services into OpenAIRE		
<b>Milestones and deliverables</b>		<b>By when?</b>	<b>How?</b>	<b>Output and results</b>
<b>Milestones</b>	M3.1) Conference call of phase 3 contractors with the procurer	[04.08.2020]	Virtual meetings	Minutes document
	M3.2) A demonstration to the Procurer of a beta	[21.09.2020]	Virtual meetings	Minutes document

	version of the solution developed during phase 3			
	M3.3) A demonstration to the Procurer of the final version of the solution developed during phase 3	[26.10.2020]	Virtual meetings	Minutes document
Deliverables	D3) Project abstracts (summary of the actions to be completed during Phase 3)	[24.08.2020]	sent by e-mail to Procurer	pdf document
	D3.1) Integration report including technical development process of solutions, documentation of final pilot specification and description of implementation, testing strategy, test plan (with detailed documentation of the steps that need to be done in order to run the test.)	[30.09.2020]	sent by e-mail to Procurer	Detailed technical documentation of integration process of the service(s) provided, testing results
	D3.2) Demonstration to the Procurer of the final products or services developed during the 3 phases.	[26.10.2020]	Virtual meetings	Virtual presentation
	D3.3) User Manual & Training	[30.10.2020]	sent by e-mail to Procurer	Online manuals on OpenAIRE and pdf document
	D3.4) End of Phase 3 Report - Analysis of the outcomes of the project and results of the tests including: <ul style="list-style-type: none"> <li>• Summary of the main results achieved</li> <li>• Installation &amp; integration report</li> <li>• Objective of the demonstrating</li> </ul>	[30.10.2020]	sent by e-mail to Procurer	pdf document

	<ul style="list-style-type: none"> <li>• List of names and location of personnel that carried out the R&amp;D activities</li> <li>• Summary of the solution(s) features which were demonstrated</li> <li>• Functionality and TRL of demonstrated solution(s)</li> <li>• Technical report with results for each test - where is applicable, testing values should be specified</li> <li>• Business &amp; exploitation plan, compliance with the OpenAIRE innovation impact &amp; IPR management Plan</li> </ul>			
	D3.5) Summary of overall lessons learnt and results achieved from the Open Call	[04.11.2020]	sent by e-mail to Procurer	pdf document

## 2.6 Tender closing time

Tender closing time will be: **12 December 2019, 17h00 CET**

## 2.7 Procurer

This procurement relates to the Open Call that will be carried out by the following **Procurer: ATHENA RESEARCH AND INNOVATION CENTER IN INFORMATION COMMUNICATION & KNOWLEDGE TECHNOLOGIES (ARC)**.

Athena Research and Innovation Center in Information, Communication & Knowledge Technologies Athena RC conducts research in Information, Communication, and Computational Science and Technology, including all areas of data science (such as open data, big data, data analytics, data management, large-scale information systems, and cloud technologies), automation, robotics, signal processing, artificial intelligence, networking and digital communication, modelling, and simulation. Research and development is carried out at the level of both information technologies itself and specific applications. Computational sciences form a strong component of the Athena RC activities, including but not limited to computational linguistics, archaeology, engineering, medicine, biology, and mechanics.

Athena RC operates in three cities (Athens, Patras and Xanthi) and implements its research and innovation strategy through its research institutes and units:

- Institute for Language and Speech Processing (ILSP) – <http://www.ilsp.gr/>
- Industrial Systems Institute (ISI) – <http://www.isi.gr/>
- Institute for the Management of Information Systems (IMIS) – <http://www.imis.athenainnovation.gr/>
- Technology Clusters Initiative Unit (Corallia) – <http://www.corallia.org/>
- Space Programmes Unit (SPU) – <http://www.athena-spu.gr/>
- Robot Perception and Interaction Unit (RPI) – <http://www.athenarc.gr/en/institutesunits/87.html>
- Environmental and Networking Technologies and Applications Unit (ENTA)

Matching to the tasks in the project:

Research data management: Athena plays a major role in the Greek & European data infrastructure area with extensive expertise regarding the design, development and operation of data infrastructures in a broad range of subject areas (HELIX, the Greek Research Infrastructure, CLARIN- EL, DYAS-DARIAH, META-SHARE, ELIXIR-EL, INSTRUCT-EL).

Open Science: Athena’s team is in the leadership of OpenAIRE, and coordinates/participates in related H2020 projects: OpenMinTeD (open e-Infrastructure for text and data mining), FutureTDM (policy and legal frameworks for EU text and data mining), EOSCpilot (for the policy related activities), EOSC.

On the national level it operates GeoData, a Greek Open Data Government portal, and is an Excellence Center for Open Source Geospatial Information Software (GIS).

Industry engagement: Athena’s unit Corallia is a multi-Cluster organisation, incubator and youth entrepreneurship accelerator. Corallia coordinates 3 business innovation clusters with more than 160 members and operates 2 thematic Business Innovation Centres (BICs) totalling more than 6.000 sqm.

It is awarded with the EBN EU|BIC certificate for quality business support. Corallia demonstrates strong engagement in EU cluster policy bodies with key-strategic international collaborations.

The key personnel of ATHENA RC have a long and pertinent experience in participating and leading European funded projects. They are partners in a large number of projects of National and International scale. More particularly, the ATHENA RC people have a rich and long experience in several topics of computer Science such as Software Engineering, Databases and Knowledge Bases, Experiment Management Systems, Workflow Management Systems, Digital Libraries, User Interfaces, Personalization, Data Warehouses, Data Mining, and Distributed Systems, and have participated in several relevant research and development projects. Those funded during the last five years many research projects in FP6 and FP7. The ARC team's expertise with respect to the these projects includes: (i) In OpenAIRE, the DNET based infrastructure supporting the EU and ERC OA initiatives: deposition and access of EU and ERC funded publications ; (ii) Leadership in supporting framework architectures in DRIVER (DNET powered), DILIGENT, D4Science, D4Science-II, HEALTH-e-CHILD; (iii) Participation in projects promoting the further development and interoperability of digital libraries in DELOS, DL.ORG, BELIEF14 and scientific GRDI202015; (iv) Providing services in digital libraries projects in TELplus and PAPHYRUS.



## 2.8 Contracting approach

The Open Call will be implemented by means of a **framework agreement** with call-offs for **specific contracts** for each of the 3 R&D phases (altogether 'Contracts').

**Phase 1:** Following the tendering stage, a framework agreement and a specific contract for phase 1 will be awarded to a minimum of nine (9) contractors.

**Phase 2:** A call-off will be organised for phase 2, with the aim of awarding a minimum of six (6) phase 2 contracts. Only offers from contractors that successfully completed phase 1 will be eligible for Phase 2. The procurers will validate the phase 2 prototypes online. The new IT solutions will - during remote testing only - need to interact with the IT environment of OpenAIRE.

**Phase 3:** Another call-off will be organised for phase 3, with the aim of awarding a minimum of five (5) Phase 3 contracts. Only offers from contractors that successfully completed phase 2 will be eligible for phase 3. Phase 3 field-testing is expected to take place online. The new IT solutions will - during remote testing only - need to interact with the IT environment of OpenAIRE.

The framework agreement will set all the framework conditions for the entire duration of the Open Call (covering all the phases). There will be no renegotiation. The framework agreement will remain binding for the duration of all phases for which contractors remain in the tender procedure. Tenderers that are awarded a framework agreement will also be awarded a specific contract for phase 1 (evaluation of tenders for the framework agreement and phase 1 are combined). Tenderers are therefore asked not only to submit their detailed offer for phase 1, but also to state their goals, and to outline their plans (*including price conditions*) for phases 2 and 3 — thus giving specific details of the steps that would lead to commercial exploitation of the R&D results.

## 2.9 Total budget and budget distribution per phase

The budget distribution is as follows:

- the total budget for the Open Call is 360 K €;
- the maximum budget per contractor is 60 K €;
- for Phase 1 a flat rate of 15% € of the overall proposed amount will be allocated to each winner;
- for Phase 2 a flat rate of 40% € of the overall proposed amount will be allocated to each winner.
- for Phase 3 winners, the remaining 45% of the total funding amount will be allocated, completing the 100% funding rule.

For phases 1 and 2, contracts will be financed until the remaining budget is insufficient to fund the next best tender. The exact number of contracts finally awarded will thus depend on the prices offered and the number of tenders passing the evaluation. As leftover budget from the previous phase will be transferred to the next phase, the total budget available for phases 2 and 3 may eventually be higher than stated here (but the maximum budget per contractor for phases 2 and 3 will remain the same). The lower the average price of tenders, the more

contracts can be awarded. However, the total value of the contracts awarded can also be lower than initially expected if there are fewer tenders than expected that meet the minimum evaluation criteria.

## 2.10 Time schedule

Planned time schedule	
Date	Activity
	<u>Kick-off</u>
<b>[12.11.2019]</b>	<b>Open Call publication</b>
[12.12.2019]	Deadline for submission of tenders for the framework agreement and phase 1
[16.12.2019]	Opening of phase 1 tenders
[10.01.2020]	Tenderers notified of decision on awarding contracts
[31.01.2020]	Signing of framework agreements and phase 1 specific contracts
	<u>Implementation of phase 1</u>
<b>[03.02.2020]</b>	<b>Start of phase 1</b>
[20.03.2020]	Submission of phase 1 final milestone(s)/final report/deliverable(s)
[30.03.2020]	Phase 1 contractors notified as to whether they have completed this phase satisfactorily and successfully - End of phase 1
	<u>Second tender procedure (call-off for phase 2)</u>
[01.04.2020]	Launch call-off for phase 2 (only offers from contractors that successfully completed phase 1 are eligible)
[20.04.2020]	Deadline for submitting phase 2 tenders
[21.04.2020]	Opening of phase 2 tenders
[27.04.2020]	Tenderers notified of decision on awarding phase 2 contracts
[01.05.2020]	Signing of phase 2 specific contracts
	<u>Implementation phase 2</u>
<b>[04.05.2020]</b>	<b>Start of phase 2</b>
[25.06.2020]	Submission of phase 2 final milestone(s)/final report/deliverable(s)
[30.06.2020]	Phase 2 contractors notified as to whether they have completed this phase satisfactorily and successfully - End of phase 2
	<u>Third tender procedure (call-off for phase 3)</u>
[01.07.2020]	Launch call-off for phase 3 (only offers from contractors that successfully completed phase 2 are eligible)
[20.07.2020]	Deadline for submitting phase 3 tenders
[21.07.2020]	Opening of phase 3 tenders

[31.07.2020]	Tenderers notified of decision to award phase 3 contracts
[03.08.2020]	Signing of phase 3 specific contracts
	<u>Implementation phase 3</u>
<b>[04.08.2020]</b>	<b>Start of phase 3</b>
[21.09.2020]	Testing of services/products developed during phase 3 on the test/beta OpenAIRE platform instance
[30.09.2020]	Feedback from phase 3 supervisor/monitoring team on field-testing of the products/services
[26.10.2020]	Final demonstration of products/services developed during phase 3
[30.10.2020]	Submission of phase 3 final milestone(s)/final report/ deliverable(s)
[16.11.2020]	Phase 3 contractors notified as to whether they have completed this phase satisfactorily and successfully – End of phase 3
[25.11.2020]	Publication of results and conclusions on the OPENAIRE project website

All payments will be completed within thirty (30) days after approval of the Deliverables.

## 2.11 IPR issues

### Ownership of results (foreground)

Each contractor will keep ownership of the IPRs attached to the results they generate during the Open Call implementation. The tendered price is expected to take this into account.

The ownership of the IPRs will be subject to the following:

the Procurer has the right to:

- access results, on a royalty-free basis, for their own use;
- grant (or to require the contractors to grant) non-exclusive licences to third parties to exploit the results under fair and reasonable conditions (without the right to sub-license);
- require the contractors to transfer ownership of the IPRs if the contractors fail to comply with their obligation to commercially exploit the results (*see below*) or use the results to the detriment of the public interest (*including security interests*).

### Commercial exploitation of results

The contractors should ensure that correct steps are taken to commercially exploit the results after the end of this Open Call (directly or indirectly, through transfer of licensing). They are expected to start commercial exploitation of the results the soonest possible after the end of the framework agreement. If the contractor fails to commercially exploit the results within a period of 4 years), the Procurer has the right to require that ownership of the results is transferred to them. Failure to commercially exploit results means not marketing a commercial application of the results.

Keeping this in mind, the contractors should take the necessary measures for protecting their generated results. Each contractor is responsible for the management and the protection of

their IPRs and bears the costs associated with this. If the Contractor does not seek protection for results that should be protected, the Procurer has the right to request that the results are transferred to them.

The feasibility of the business plan to commercially exploit the R&D results will be assessed as part of the award criteria.

### Declaration of pre-existing rights (background)

The ownership of pre-existing rights will remain unchanged.

In order to be able to distinguish clearly between results and pre-existing rights (and to establish which pre-existing rights are held by whom):

- Tenderers are requested to list the pre-existing rights for their proposed solution in their offers.
- Awarded contractors will be requested to establish a list of pre-existing rights to be used before the start of the contract.

The framework agreement will contain a provision that describes in more detail the rights and obligations of the different parties regarding the pre-existing rights and results.

## 3. Evaluation of tenders

### 3.1 Eligible tenderers, joint tenders and subcontracting

Participation in the tendering procedure is **open** on equal terms to **all types of operators in EU member states and associated countries<sup>1</sup>** or any other legally or contractually eligible third country. However, there will be a requirement to the place of performance of the R&D services (see 3.4).

Tenders may be submitted by a **single entity** or in collaboration with others. The latter can involve either submitting a **joint tender** or subcontracting (only up to 30% of total R&D can be subcontracted, more information below), or a combination of the 2 approaches.

Concretely:

- Natural persons residing in one of the following countries: EU and EEA (European Economic Area) member states.
- Legal entities established under the law of the following countries and having their central administration or principal place of business or registered office (seat) in one of EU member states and associated countries and EEA (European Economic Area) member states.
- any other legally or contractually eligible third country
- Groups of economic operators of the above natural persons or legal entities

#### For joint tenders

- The group of tenderers must assume joint and several liability for the performance of the contract

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<sup>1</sup> [https://ec.europa.eu/research/participants/data/ref/h2020/grants\\_manual/hi/3cpart/h2020-hi-list-ac\\_en.pdf](https://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/hi/3cpart/h2020-hi-list-ac_en.pdf)

- The group of tenderers must mandate one of them with the power to sign the framework agreement and specific contracts provide in their name and on their behalf ('lead contractor')

#### For subcontracting

- There are restrictions on the allowed amount(s) that can be subcontracted.
- According to the provisions of Greek national law that apply to subcontracting: If the part (s) of the contract that the main contractor (s) had indicated in his tender pursuant to Article 287 or at the beginning or during the performance of the contract, in accordance with par. 4 that it intends to subcontract to third parties, exceeds thirty percent (30%) of the total value of the contract, as amended in accordance with Article 337, the contracting authority:
  - (a) compulsory verifies the reasons for the exclusion of subcontractors in accordance with Articles 73 and 74 and
  - (b) requires the economic operator to replace a subcontractor where such verification shows that there are grounds for excluding it.
- The tender must mention which parts of the contract will be subcontracted.
- The contractors remain fully liable to the procurers for the performance of the contract. This is the reason why subcontracts must reflect the rules of the H2020 grant agreement, including as relates to the place of performance, the definition of R&D services, confidentiality, results and IPRs, the visibility of EU funding, conflicts of interest, language, obligation to provide information and keep records, audits and checks by the EU, the processing of personal data, liability for damages and ethics and security requirements.

Each applicant must submit a Proposal answering only one Topic among the three (3) existing.

Proposals and Annexes have to be submitted in pdf forms following the respective Templates provided by the Procurer at the e-mail address: [openaire@corallia.org](mailto:openaire@corallia.org)

Participation in the **open market consultation** is not a condition for submitting a tender.

For phases 2 and 3, participation is limited to tenderers that successfully completed the preceding phase.

## 3.2 Exclusion criteria

The exclusion criteria are as follows:

Exclusion criteria	Evidence
A) Enrolment in one of the professional or commercial registers kept in the Member State/Associated Country of establishment.	Proof of subscription
B) Requirements to ensure that economic operators have the necessary human and technical resources and experience to execute the contract at an appropriate quality level.	Proof of such requirements
C) Economic and financial adequacy of the economic operator	Appropriate bank statements or, where appropriate, a certificate of occupational risk insurance;  Financial statements or extracts of financial statements, where the publication of financial statements is required by the law of the country in which the economic operator is established;
D) Bankruptcy, insolvency, compulsory winding up, receivership, composition with creditors, or subject to relevant proceedings	Declaration of Honour (Annex 4)
E) A conviction (or convictions) for a criminal offence related to business or professional conduct such as: - Legal or administrative finding of a commission of an act of grave misconduct in the course of business. - Failure to fulfil obligations related to payment of social security contributions. - Failure to fulfil obligations related to the payment of taxes. - Failure to provide information required or providing inaccurate / misleading information when participating in procurement exercise. - Money laundering, fraud, corruption, terrorist offences, child labor and other forms of trafficking in human beings.	Declaration of Honour (Annex 4)
F) Conflict of Interest	Declaration of Honour (Annex 4)

Tenderers that do not comply with these criteria will be excluded.

#### **A) Enrolment in one of the professional or commercial registers kept in the Member State of establishment**

As regards the suitability for the pursuit of professional activity, contracting authorities may require economic operators to be registered in one of the professional or commercial registers kept in the Member State of establishment.

In service contracting procedures, where economic operators must have specific approval or be a member of a specific organization in order to be able to provide the relevant service in their country of origin, the contracting authority may require them to prove that they have such approval or that are members of that organization.

#### **B) Requirements to ensure that economic operators have the necessary human and technical resources and experience to execute the contract at an appropriate quality level**

With regard to technical and professional capacity, contracting authorities may impose requirements to ensure that economic operators have the necessary human and technical resources and experience to execute the contract at an appropriate quality level.

Contracting authorities may in particular require economic operators to have a satisfactory level of experience, demonstrated by appropriate recommendations from previously executed contracts. A contracting authority may consider that an economic operator does not have the required professional competence if it finds that the economic operator has conflicting interests that may adversely affect the performance of the contract.

The economic ability of economic operators to provide this service or to perform the installation or projects can be evaluated on the basis of their know-how, efficiency, experience and reliability.

#### **C) Economic and financial adequacy of the economic operator**

With regard to economic and financial standing, contracting authorities may impose requirements to ensure that economic operators have the financial and financial capacity to perform the contract.

To this end, contracting authorities may in particular require economic operators to have a certain minimum annual turnover, including a certain minimum turnover in the area of activity covered by the contract. Contracting authorities may also require economic operators to provide information on the annual accounts, showing in particular the proportion of assets and liabilities. They may also require an appropriate level of occupational risk insurance.

The minimum annual turnover required by economic operators shall not exceed twice the estimated value of the contract, except in duly justified cases, such as for specific risks relating to the nature of the works, services or goods.

#### **D) Bankruptcy, insolvency, compulsory winding up, receivership, composition with creditors, or subject to relevant proceedings**

A tenderer or contractor can be excluded from further participation in the Open Call if it:

- Is bankrupt or is being wound up, is under compulsory administration or is the subject of a composition or has indefinitely stopped its payments or is subject to a prohibition on conducting business.
- Is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or composition or any other similar proceedings.
- Has been convicted by a judgment which has the force of *res judicata* for an offence relating to professional practice. Has been guilty of grave professional misconduct and the procuring agencies can prove this.
- Has not fulfilled its obligations relating to social insurance charges or tax in its own country.
- In some material respect has failed to provide information requested or provided incorrect information required pursuant to this Request for Tenders document.

Tenderers must confirm by signing the Declaration of honour in Annex 4 that they are not subject to one of the above mentioned situations.

Attention: Should there be any doubt as to any of these criteria; tenderers may be requested to provide additional information such as an extract of the local chamber of commerce.

#### E) A conviction (or convictions) for a criminal offence related to business or professional conduct

If the Procuring Entity becomes aware that a tenderer, or a representative of the tenderer, under a judgment that has entered into final legal force has been sentenced for a criminal offence listed above, such tenderer can be excluded from the Open Call. Tenderers must confirm by signing the Declaration of honour in Annex 4 that they are not subject to any of the criminal offences indicated above.

#### F) Conflict of interest

Tenderers that are subject to a conflict of interest may be excluded. If there is a potential conflict of interest, tenderers must immediately notify the lead procurer in writing.

A conflict of interest covers both personal and professional conflicts.

Personal conflicts are any situation where the impartial and objective evaluation of tenders and/or implementation of the contract is compromised for reasons relating to economic interests, political or national affinity, family, personal life (*e.g. family of emotional ties*) or any other shared interest.

Professional conflicts are any situation in which the contractor's (previous or ongoing) professional activities affect the impartial and objective evaluation of tenders and/or implementation of the contract.

**Please note:** If an actual or potential conflict of interest arises at a later stage (*i.e. during the implementation of the contract*), the contractor must contact the procurer.

### 3.3 Selection criteria

The selection criteria are as follows:



Selection criteria	Evidence
A) Ability to perform R&D up to original development of the first products or services and to commercially exploit the results of the Open Call, <i>including intangible results in particular IPRs</i>	Description of the capacity, materials and equipment that are available to the tenderer for research, prototyping and limited production and supply of the first set of products or services  Description of the financial and organisational structures that are available to the tenderer for management, exploitation and transfer of IPRs and for generating revenue by marketing commercial applications of the results
B) Experience in the construction or supervision of projects of the respective category	Certificates and documents from the participation/involvement in other similar projects
C) Completion of the Business Model Canvas that demonstrates the capacity to provide a valued added service/product and presentation of the Business Plan where the potential commercial exploitation of the solution is elaborated.	Presentation of a well-defined business strategy depicted in a brief Business model, and in the Business Model Canvas and proven ability, during the Open Call, to gradually build up sufficient capacity to successfully market the results

Tenderers that do not comply with these criteria will be excluded.

#### A) Ability to perform R&D up to original development of the first products or services and to commercially exploit the results of the Open Call, including intangible results in particular IPRs

Tenderers must have:

- the capacity, tools, material and equipment to:
  - carry out research and prototyping;
  - produce and supply a limited set of first products or services and demonstrate that these products or services are suitable for production or supply in quantity and to quality standards defined by the procurers
- the financial and organisational structures to
  - manage, exploit and transfer or sell the results of the Open Call (*including tangible and intangible results, such as new product designs and IPRs*);
  - generate revenue by marketing commercial applications of the results (*directly or through subcontractors or licensees*).

#### B) Experience in the construction or supervision of projects of the respective category

Economic operators must have experience in the construction or supervision of projects of the corresponding category, with the project whose supervision is the subject of the contract. The required experience, as set out in the contract documents, must be commensurate with the specifics of the project to be supervised and covered, as specifically specified in the contract documents, by the supervisory team, which may have an engineer with proven experience in the project. Construction of works of the corresponding category of work to be supervised, which may result either from relevant certificates and documents or from its registration in the corresponding project category.

**C) Business Model Canvas**

Procurers have to present a business plan (compressed in Business Model Canvas) to show that they are able, during the Open Call, to gradually build up sufficient financial capacity to successfully market their results.

*Should there be any doubt as to any of these criteria; tenderers may be requested to provide additional information.*

**3.4 Award criteria**

There are 2 types of award criteria (on/off criteria and weighted criteria).

**On/off award criteria**

These are criteria that can only have value 0 or 1 and the score of the other award criteria must be multiplied by this value (so that the total score becomes 0 if a tender scores 0 on an on-off award criterion).

The tenders for each phase will be evaluated against these criteria.

On/off award criteria (applicable to all phases)	Evidence
A) Compliance with the definition of R&D services	Declaration of Honour (Annex 4)
B) Compatibility with other public financing	Declaration of Honour (Annex 4)
C) Compliance with the requirements regarding the place of performance of the contract	Declaration of Honour (Annex 4)

Tenders that do not comply with these criteria will be excluded.

**A) Compliance with the definition of R&D services**

Tenders that go beyond the provision of R&D services will be excluded.

R&D covers fundamental research, industrial research and experimental development, as per the definition given in the [EU R&D&I state aid framework](#)<sup>2</sup>. It may include exploration and

<sup>2</sup> See Point 15 of the [Commission Communication on a framework for state aid for research and development and innovation](#) (C(2014) 3282).

design of solutions and prototyping up to the original development of a limited volume of first products or services in the form of a test series. Original development of a first product or service may include limited production or supply in order to incorporate the results of field-testing and to demonstrate that the product or service is suitable for production or supply in quantity to acceptable quality standards.<sup>3</sup> R&D does not include quantity production or supply to establish commercial viability or to recover R&D costs. It also excludes commercial development activities such as incremental adaptations or routine or periodic changes to existing products, services, production lines, processes or other operations in progress, even if such changes may constitute improvements. The purchase of commercial volumes of products or services is not permitted.

The definition of services means that the value of the total amount of products covered by the contract must be less than 50% of the total value of the framework agreement.

The following evidence is required:

- the financial part of the offer for the framework agreement must provide binding unit prices for all foreseeable items for the duration of the whole framework agreement;
- the financial part of the offer for each phase must give a breakdown of the price for that phase in terms of units and unit prices for every type of item in the contract, distinguishing clearly the units and unit prices for items that concern products;
- the offers for all 3 phases may include only items needed to address the challenge in question and to deliver the R&D services described in the request for tenders;
- the offers for all 3 phases must offer services matching the R&D definition above;
- the total value of products offered in phase 1 respectively phase 2 must be less than 50% of the value of the phase 1 respectively phase 2 contract and the total value of products offered in phase 3 must be so that the total value of products offered in all phases (1, 2 and 3) is less than 50% of the total value of the framework agreement.

Both percentages for the product value inside phase 1 and phase 2 must be set at less than 50% to ensure that tenders that do not go through to phases 2 or 3 still satisfy the definition of an R&D services contract.

## **B) Compatibility with other public financing**

Tenders that receive public funding from other sources will be excluded if this leads to double public financing or an accumulation of different types of public financing that is not permitted by EU legislation, *including EU state aid rules*.

A declaration of honour for absence of other incompatible public financing must be signed and provided by the Tenderers for each of the Phases.

## **C) Compliance with requirements relating to the place of performance of the contract**

Tenders will be excluded if they do not meet the following requirements relating to the place of performance of the contract:

- at least 50% of the total value of activities covered by each specific contract for phases 1 and 2 must be performed in the EU Member States or in H2020 associated

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<sup>3</sup> See Article XV(1)(e) [WTO GPA 1994](#) and the Article XIII(1)(f) of the [revised WTO GPA 2014](#).

countries. The principal R&D staff working on each specific contract must be located in the EU Member States or H2020 associated countries;

- at least 50% of the total value of activities covered by the framework agreement (i.e. the total value of the activities covered by phase 1 + the total value of the activities covered by phase 2 + the total value of the activities covered by phase 3 must be performed in the EU Member States or H2020 associated countries. The principal R&D staff working on the Challenge of the Open Call must be located in the EU Member States or H2020 associated countries.

The percentage is calculated as the part of the total monetary value of the contract that is allocated to activities performed in the EU Member States or in other countries associated to Horizon 2020. All activities covered by the contract are included in the calculation (*i.e. all R&D and operational activities that are needed to perform the R&D services, e.g. research, development, testing and certifying solutions*). This includes all activities performed under the contract by contractors and, if applicable, their subcontractors.

The principal R&D staffs are the main researchers, developers and testers responsible for leading the R&D activities covered by the contract.

The countries associated to Horizon 2020 are those listed as associated countries in the Participant Portal [Online Manual](#)<sup>4</sup>.

The following evidence is required:

- the financial part of the offer must provide binding unit prices for all foreseeable items for the duration of the whole framework agreement and give a breakdown of the price for the current phase in terms of units and unit prices (*hours and unit price per hour*), for every type of item in the contract (*e.g. junior and senior researchers*)
- a list of staff working on the specific contract (*including for subcontractors*), indicating clearly their role in performing the contract (*i.e. whether they are principal R&D staff or not*) and the location (*country*) where they will carry out their tasks under the contract;
- a confirmation or declaration of honour that, where certain activities forming part of the contract are subcontracted, subcontractors will be required to comply with the place of performance obligation to ensure that the minimum percentage of the total amount of activities that has to be performed in the EU Member States or in countries participating in Horizon 2020 is respected.

Tenderers must provide a financial offer and present a list of staff working as well as a confirmation or declaration of honour for subcontractors for each of the phases.

Should there be any doubt as to any of these criteria; tenderers may be requested to provide additional information.

### Weighted award criteria

Weighted award criteria	Maximum points	Weighting
<b>Phase 1: Solution design</b>	<b>100</b>	
1. Contract implementation		10%

<sup>4</sup> [List of H2020 associated countries.](#)

Feasibility of the Project plan and schedule including Project experience and proven track records planning, management, delivery	5	
Methodology of the Project, including risk management, risk assessment and SWOT analysis	5	
2. Functional Quality Criteria		35%
Alignment with the OpenAIRE interoperability standards, objectives of the topic addressed and promotion of open scholarship	35	
3. Non-Functional Quality Criteria		30%
Impact – Explanation of the proposed solution impact on open scholarship, OpenAIRE services and user groups, public administration, SMEs	8	
Quality of Service and level of Innovation- Explanation of how the proposed solution addresses the quality of services and OpenAIRE requirements and how innovative it is	5	
Modularity and integration - Explanation of how the proposed solution address the modularity and integration requirements of OpenAIRE	5	
Training - Explanation of how the proposed solution addresses the need to train future users of the solution within OpenAIRE	3	
Maintenance - How will the proposed solution address any maintenance issues	3	
Solution technology readiness - How will the evolution of solution's TRL throughout the project lifecycle be demonstrated	3	
User Experience - How well the proposed solution addresses the end users' needs.	3	
4. Commercial Feasibility		10%
Business Plan and Business Model Canvas - Completeness, sense of accuracy and feasibility of the business model elements that will lead to a feasible commercial viability	10	
5. Evaluation of the solution and sustainability of testing		5%
Description of the vision and plan on executing prototype and pilot testing.	5	
6. Price		10%
Binding contract price for carrying out the work in the present Phase	10	

Weighted award criteria	Maximum points	Weighting
<b>Phase 2: Prototype</b>	<b>100</b>	
1. Contract implementation		10%
Feasibility of the Project plan and schedule including planning, management, delivery of solution design	5	
Methodology of the Project, including risk management, risk assessment and SWOT analysis	5	
2. Functional Quality Criteria		35%

Alignment with the OpenAIRE interoperability standards, objectives of the topic addressed and promotion of open scholarship	35	
<b>3. Non-Functional Quality Criteria</b>		25%
Modularity and integration - Explanation of how the prototype will practically address the modularity and integration requirements of OpenAIRE	6	
Training – Plan of the first version of training material and methods for training usage within OpenAIRE	4	
Maintenance – Plan and methods of code maintenance in open access tools (i.e. GitHub, GitLab) and documentation approaches	6	
Solution technology readiness – Assessment of the TRL of the solution to be delivered	5	
User Experience & User Interface –User experience approach, mock-ups of solution designed including the user interface	4	
<b>4. Commercial Feasibility</b>		10%
Commercial viability – Elaborate on the licensing of the solution, potential pricing, market position and revenues (Update any changes in Business Canvas Model)	10	
<b>5. Evaluation of the solution and sustainability of testing</b>		10%
Description of the vision and plan on executing prototype and pilot testing.	10	
<b>6. Price</b>		10%
Binding contract price for carrying out the work in the present Phase	10	

Weighted award criteria	Maximum points	Weighting
<b>Phase 3: Testing and Development</b>	<b>100</b>	
<b>1. Contract implementation</b>		10%
Feasibility of the Project plan and schedule including planning, management, delivery of solution design	5	
Methodology of the Project, including risk management, risk assessment and SWOT analysis	5	
<b>2. Functional Quality Criteria</b>		25%
Alignment with the OpenAIRE interoperability standards, objectives of the topic addressed and promotion of open scholarship	25	
<b>3. Non-Functional Quality Criteria</b>		20%
Modularity and integration - Explanation of how the final product will practically address the modularity and integration requirements of OpenAIRE	<u>5</u>	
Training – Plan of the first version of training material and methods for training usage within OpenAIRE	<u>3</u>	
Maintenance – Plan and methods of code maintenance in open access tools (i.e. GitHub, GitLab) and documentation approaches	<u>4</u>	
Solution technology readiness – Assessment of the TRL of the	<u>4</u>	

solution to be delivered		
User Experience & User Interface – User experience and User Interface approach based on feedback after the prototype testing	<u>4</u>	
4. Commercial Feasibility		<u>15%</u>
Commercial viability – Based on feedback and experience of the prototype and testing phase - Updated description of licensing of the solution, potential pricing, market position and revenues of final solution (Update any changes in Business Canvas Model)	<u>15</u>	
5. Evaluation of the solution and sustainability of testing		<u>20%</u>
Description of the outcomes of the execution of the final product developed and integrated in OpenAIRE	<u>20</u>	
6. Price		<u>10%</u>
Binding contract price for carrying out the work in the present Phase	<u>10</u>	

The scores hereunder correspond to the quality of the textual description as follows:

Score	Textual Description
0	The description fails to address the topic challenge and objectives or cannot be assessed due to missing or incomplete information
0,2	Poor – The topic challenge and objective is inadequately addressed or there are serious inherent weaknesses
0,4	Fair – The description broadly addresses the topic challenge and objectives, but there are significant weaknesses
0,6	Good – The description addresses the topic challenge and objectives well, but a number of shortcomings are present
0,8	Very good – The description addresses the topic challenge and objectives very well, but a small number of shortcomings are present
1	Excellent – The description successfully addresses all relevant aspects of the topic challenge and objectives. Any shortcomings are minor.

The maximum scoring obtained after the proposal evaluation shall be 100 points.

### 3.5 Evaluation procedure

Tenders that do not comply with the exclusion criteria will be excluded from the tender evaluation.

Each tender will be evaluated by three (3) evaluators.

The evaluation of Tenders must be carried out in a non-discriminatory manner; In order to guarantee fairness and transparency, the evaluator's appointment and the establishment of the evaluation committee shall take place after the expiry of the deadline for the submission of tenders.

Four steps will be followed during the evaluation for the assessment of the tenders for all phases:

- Step 1: Checking whether the contractor is not in one of the situations covered by the exclusion criteria.
- Step 2: For contractors passing Step 1, assessing whether the tenderer has the capacities necessary to perform the contract, on the basis of the selection criteria.
- Step 3: For contractors passing Step 2, evaluating the tender based on the on/off criteria.
- Step 4: For contractors passing Step 3, evaluating the tender based on the weighted award criteria.

The evaluators are assigned with the following tasks:

- The evaluators validly meet and may make decision, recommendations or give opinions only if more than half of the Members of each Panel are present (quorum). Decisions shall be taken by a majority of more than half of the votes cast.
- A declaration for not having a conflict of interest shall be signed by each evaluator.

The system for scoring includes qualitative appraisal and ranking starting from a first round of individual evaluations and concluding with a final agreed qualitative appraisal (consensus of the evaluators); **the tenders will be evaluated with a total score up to 100 points while the minimum score (threshold) for entering each Phase is 50.** The scoring for each tender and the final ranking list will be published by the procurer at the official webpage of OpenAIRE-Advance.

## 4. Content & format of tenders

The tenders shall be submitted electronically at the following e-mail: [openaire@corallia.org](mailto:openaire@corallia.org)

All tenders must:

- be up to max. 10 pages;
- contain administrative, technical and financial sections (Annex 5a and 5b);
- indicate their minimum validity period (from submission).

Tenders that do not comply with the formal requirements will automatically be rejected.

More detailed information about the final layout requirements for the phases 2 and 3 offers will be provided in the call-off.

This Open Call for Tenders is accompanied by the following documents:

- |         |   |
|---------|---|
| Annex 1 | OpenAIRE Open Call framework agreement  |
| Annex 2 | OpenAIRE Open Call specific contracts for phases 1, 2 and 3                                 |
| Annex 3 | OpenAIRE Open Call Technical specifications   |
| Annex 4 | OpenAIRE OpenCall Templates for exclusion and on/off award criteria                         |
| Annex 5 | OpenAIRE Open Call Tender Template and Financial offer and Cost breakdown (Annex 5a and 5b) |



## 4.1 Administrative section

The procurer may request clarification or additional evidence in case there is any doubt.

More detailed information for the phase 2 and 3 tenders will be provided in the call-offs.

## 4.2 Technical section

Tenders must include a **technical offer**, containing:

- a technical plan that outlines: 1. the tenderer's idea for addressing all the requirements given in the challenge description, relating both to functionality and performance; and 2. technical details of how this would be implemented
- a draft business plan that explains the proposed approach to commercially exploit the results of the tender procedure and to bring a viable product or service onto the market
- a list of the pre-existing rights (*background*) relevant to the tenderer's proposed solution, in order to allow IPR dependencies to be assessed
- a risk assessment and risk mitigation strategy

Tenders failing to meet these requirements will be excluded.

The technical part must provide a *detailed* technical offer for phase 1 (*including an explanation of the methodology, a work plan and details of deliverables and milestones*), and must specify the plans for and objectives of the subsequent phases 2 and 3 and beyond (*including a plan for commercial exploitation of the results*).

The information provided in the technical section of the tender will be used to evaluate the tenders, on the basis of the technical award criteria and the on/off award criteria.

More detailed information for the phase 2 and 3 offers (in particular on the technical implementation plan, updated business plan and list of IPRs) will be provided in the call-offs.

## 4.3 Financial section

The tender must include a detailed **financial offer** specifying:

- binding **unit prices** for all items needed for carrying out phase 1 and for items that are expected to be needed for phases 2 and 3 (*given in euros*);
- a fixed **total price** for phase 1 and an estimated fixed total price for phases 2 and 3, broken down to show unit prices and the number of each unit needed to carry out phase 1 (*given in euros*).

In addition, the financial section must include:

- a **price breakdown** that shows the price for R&D services and the price for supplies of products (to demonstrate compliance with the definition of R&D in on/off award criterion A)
- a **price breakdown** that shows the location or country in which the different categories of activities are to be carried out (*e.g. x hours of senior researchers in country L at y euro/hour; a hours of junior developers in country M at b euro/hour*) (to demonstrate

compliance with the requirement relating to place of performance in on/off award criterion C)

- the **financial compensation** valuing the benefits and risks of the allocation of ownership of the IPRs to the contractor (*i.e. IPRs generated by the contractor during the Open Call*), by giving an absolute value for the price reduction between the price offered in the tender compared to the exclusive development price (*i.e. the price that would have been quoted were IPR ownership to be transferred to the procurers*) in order to ensure compliance with the [EU R&D&I state aid framework](#).

The unit prices quoted for each category of items (*e.g. hourly rates for junior and senior researchers, developers and testers*) remain binding for all phases (*i.e. for the duration of the framework agreement*).

**The fixed total price is stated as being “Delivery Duty Paid” (DDP) for all deliverables, exclusive of import duties and VAT. The price furthermore includes all costs relative to the Contractor’s obligations.**

Actual prices quoted for each phase must respect the maximum budgets specified per Contractor per each Phase. All offers above those amounts shall be excluded from the process.

The financial compensation for allocating IPR ownership to the contractor must reflect the market value of the benefits received (*i.e. the opportunity that the IPRs offer for commercial exploitation*) and the risks assumed by the contractor (*e.g. the cost of maintaining IPRs and bringing the products onto the market*). (Note that when the value of the risks equals or exceeds the value of the benefits, the financial compensation offered by vendors may be zero.)

The information provided in the financial section of the tender will be used to evaluate the tenders on the basis of the price award criteria and the on/off award criteria.

More detailed information for the phase 2 and 3 offers will be provided in the call-off. The price for phase 2 and 3 offers must be based on the binding unit prices in the tender and the price conditions set out in the framework agreement. Where new units/unit prices (*e.g. for new tasks or equipment*) are subsequently added to the phase 2 or 3 offers, they will become binding for the remaining phases.

Similar price breakdowns will be requested for the call-offs for phase 2 and 3.

Note: All contractors will be paid by the procurer (centralised payments) thus it will be the VAT regime of the procurer that applies.

## 5. Miscellaneous

### 5.1 Language

All communication (relating to either the tender procedure or the implementation of the contract) must be carried out in English.

Tenders as well as offers for phase 2 and 3 call-offs must be submitted in English.

Deliverables must be submitted in English.

## 5.2 Tender constitutes binding offer

A signed tender will be considered to constitute a firm, irrevocable, unchangeable and binding offer from the tenderer.

The signature of an authorised representative will be considered as the signature of the tender (and will be binding on the tenderer or, for joint tenders, the group of tenderers).

## 5.3 Unauthorized communication — Questions

The Q&A from the open market consultation can be found on <https://www.openaire.eu/open-innovation-in-openaire>

For further questions, you may contact the lead procurer via email at [openaire@corallia.org](mailto:openaire@corallia.org) in English.

The summary of all questions and answers will be presented in an anonymised Q&A document that will be published on <https://www.openaire.eu/open-innovation-in-openaire> in English. For phases 2 and 3, the answers will not be published, but distributed to all contractors that successfully completed the previous phase.

All other contacts (or attempted contacts) will be considered unauthorised and may lead to the exclusion of your tender.

## 5.4 Confidentiality

Tenderers must keep confidential any information obtained in the context of the tender procedure (*including EU-classified information*<sup>5</sup>).

## 5.5 Contract implementation

Successful tenderers will be requested to sign both a framework agreement and specific contracts for phases 1, 2 and 3 (*see the models given in Annexes 1 and 2*).

### Monitoring

During each phase, contract implementation will be monitored periodically and reviewed against the expected outcomes (*milestones, deliverables and output or results*) for the phase.

Each contractor will be assigned a main contact person (a supervisor) from the monitoring team appointed by the procurers.

There will be regular monitoring meetings between contractor and the supervisor.

They will take place remotely/online while the agenda of the meetings will be communicated to the tenderers one week before the scheduled meeting.

The contractors could be asked to discuss the results achieved in the preceding period and present their updated work plan; the supervisor could visit (optionally) the contractor's premises to periodically monitor progress;

The contractors could visit (optionally) the procurer's premises (in particular at the start of a phase to get to know better the operational environment that solutions need to be designed for).

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<sup>5</sup> Commission Decision [2015/444/EC, Euratom](#) of 13 March 2015 on the security rules for protecting EU-classified information.

The contractor must cover its own costs and thus foresee personnel and travel budgets in its offer.

The supervisor will provide regular feedback to contractors after meetings or visits.

### Payments based on satisfactory completion of milestones and deliverables of the phase

Payments corresponding to each phase will be subject to the *satisfactory* completion of the deliverables and milestones for that phase.

Satisfactory completion will be assessed by an assessment committee composed of the initial Evaluators of the each Proposal.

Satisfactory completion will be assessed according to the following requirements:

- if the work corresponding to that milestone / deliverable has been carried out
- if a reasonable minimum quality has been delivered
- if the reports have been submitted on time
- if the grant has been allocated to the planned objectives
- if the grant has been allocated and the work has been carried out according to the on/off award criteria (place of performance, public funding and R&D definition criteria)

and

- if the work has been carried out in compliance with the provisions of the contract (*including in particular verification if the contractor has duly protected and managed IPRs generated in the respective phase*).

'Reasonable minimum quality' of a report means that:

- the report can be read by somebody who is familiar with the topic, but not an expert;
- the report gives insight in the tasks performed in and the results;
- the report is made using the end of phase report form or (if applicable) the milestone report form and the requirements of this form have been met.

'Reasonable minimum quality' of a demonstration (for phase 2 or 3) means:

- the demonstration can be understood by somebody who is familiar with the topic, but not an expert (for instance, somebody with operational but not technical knowledge)
- the demonstration shows how the innovation works, how it can be used and (if applicable) how it is operated and maintained
- the demonstration is accessible to parties appointed by the procurers, unless these are direct competitors of the contractor

Satisfactory completion in each of the phases does not mean successful completion. A Phase of the Open Call could, for instance, be satisfactorily completed even if it concludes that the innovation is not feasible.

The assessment will consider the efforts made by contractors to take into account the feedback from the supervisor or the monitoring team.

Where the assessment committee judges the completion of deliverables or milestones to be unsatisfactory, the possible consequences are at a first place, reduce or withdrawal of the

payment for that phase and at a second level (in case no remedies take place by the contractor) termination of the contract.

Invoices for each Phase must be submitted to the procurer.

Contractors' invoices must provide:

- a **price breakdown** showing the price for R&D services and the price for supplies of products (in order to demonstrate compliance with the definition of R&D in on/off award criterion A)
- a **price breakdown** showing the location or country in which the different categories of activities were performed (*e.g. x hours of senior researchers in country L at y euro/hour, a hours of junior developers in country M at b euro/hour*) (in order to demonstrate compliance with the requirement relating to the place of performance in on/off award criterion C).

### Eligibility for the next phase based on successful completion of the phase

Eligibility for participation in the next phase will be subject to *successful* completion of the current phase.

Successful completion of a phase will be assessed by the assessment committee against the following requirements:

- if all milestones have been successfully completed;
- if the R&D results meet the minimum functionality/performance requirements of the challenge description (*i.e. the minimum quality/efficiency improvements which the procurers set forward for the innovative solutions to achieve;*)
- if the results of the R&D are considered to be promising.

'Promising' means:

- for phase 1, that the feasibility is convincing
- for phase 2, that the feasibility, the applicability in an operational setting and the potential impact of the product is convincing

**Note:** There is a difference between satisfactory completion (requirement for payment) and successful completion (prerequisite for passing from one phase to the next).

## 5.6 Freedom of Information

The principle of public access to official documents means that public documents and records (with a few exceptions) should be made available to whoever asks for them. The principle is balanced by the obligation of professional secrecy that stipulates that public authorities are obliged to protect business secrets of others, if disclosure may seriously harm their interests.

Without prejudice to the confidentiality rules of the Framework Agreement, contractors are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If contractors consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, contractors must, when providing such information, clearly identify the specific

sections of their tender containing such information and specify the reasons for its confidentiality or commercial sensitivity.

Contractors should however be aware that the Procurer reserves the right to publish public summaries of the results of the Open Call (Phase 1, 2 and 3), including information of the key R&D results attained and lessons learned by the OpenAIRE-Advance Consortium. Details will not be disclosed that will harm the legitimate business interest of the Contractors involved in the OpenAIRE-Advance Open Call for Tenders or that would distort fair competition on the market. The Contracting Authority will also distribute and publish the following information about the Contractors that are awarded with contracts:

- The name of the organisation
- Their location
- The title of the Project
- A short summary of the Project
- Contract value

The above award information will be sent to the “contact information details” stated in the Tender. Experts, employees of the Procurer and other persons contracted to aid in the tendering and award process will handle all information confidentially in compliance with the above procedure. Experts with a conflict of interest with one or more of the tenders will not assess these Tenders.

## 5.7 Data protection

The contractor shall process personal data in the proposal documentation in compliance with the applicable EU and national law on data protection (including as well information related to authorisations and notification requirements).

The contractor may grant its staff access to data only in so far as it is strictly necessary for implementing the Tender proposal.

The contractor must inform the staff whose personal data are collected and processed by the procurer. If explicit prior consent from the data subjects is needed, the contractor must obtain such consent.

## 5.8 Cancellation of the tender procedure

The procurers may, at any moment, cease to proceed with the tender procedure and cancel it. The procurers reserve the right not to award any contracts at the end of the tender procedure. The procurers are not liable for any expense or loss the tenderers may have incurred in preparing their offer.

## 5.9 Procedures for appeal

**Governing Law:** Greek law shall govern all matters arising out of or relating to this Open Call procedure and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement.

**Jurisdiction:** Any legal proceedings shall be brought exclusively in the courts of Greece and the tenderer waive any jurisdictional, venue, or inconvenient forum objections to such courts.