



EUROPEAN COMMISSION  
DIRECTORATE-GENERAL FOR EDUCATION AND CULTURE  
Directorate Culture, Audiovisual policy and Sport  
Director

## **SPECIFICATIONS ANNEXED TO THE INVITATION TO TENDER**

**Public service contract N° DG EAC/44/03 to be awarded following an open call for tender.**

**TITLE: Comparative study concerning the impact of regulation on TV advertising markets in the EU Member States and EEA States, applicant countries and certain other countries.**

### **1. INTRODUCTION: CONTEXT OF THE CONTRACT<sup>1</sup>**

Chapter IV of Council Directive 89/552/EEC of 3 October 1989<sup>2</sup>, amended by Directive 97/36EC of the European Parliament and of the Council of 30 June 1997<sup>3</sup> "on the co-ordination of certain provisions laid down by law, regulation or administrative action in Member States concerning the pursuit of television broadcasting activities" - Television without Frontiers Directive<sup>4</sup> - sets up the Community regulatory framework with regards to television advertising, sponsorship and teleshopping.

The EEA States are also subject to the Directive's provisions through the EEA Agreement.

The provisions laid down in Chapter IV of the Directive concern different aspects of advertising, teleshopping and other forms of advertising.

The Directive lays down a number of general rules concerning the identification of advertising (Article 10). Advertising must be recognisable and separated from other parts of the programme service. The Directive stipulates that isolated spots shall remain an exception.

The Directive lays down rules as regards the insertion of advertising and the interruption of programmes (Article 11). These rules stipulate the programmes that

---

<sup>1</sup> For further information concerning the Community Audiovisual Policy see:  
[http://europa.eu.int/comm/avpolicy/index\\_en.htm](http://europa.eu.int/comm/avpolicy/index_en.htm)

<sup>2</sup> OJ L 298, 17.10.1989, p.23

<sup>3</sup> OJ L 202, 30.7.1997, p.60

<sup>4</sup> Hereafter "the Directive"

European Commission, B-1049 Brussels - Belgium - Office: B100 7/7  
Telephone: direct line (+32-2)296 86 32 ; switchboard : (+32-2)299 11 11 ; Fax : (+32-2)296 52 98

cannot be interrupted for advertising, as well as the conditions of insertion and the rules concerning the time that must elapse between insertions.

Certain provisions apply horizontally, concerning the content of these commercial communications (Article 12 for example concerns the respect for human dignity and religious or political beliefs and Article 16 the protection of minors).

The Directive lays down other rules that apply to specific products or services, for example all forms of advertising and teleshopping for cigarettes and tobacco products are prohibited (Articles 13-15). The Directive also bans subliminal techniques and surreptitious advertising and teleshopping.

Sponsorship is also covered by the Directive's provisions. A number of criteria are laid down concerning the identification of sponsoring and its separation from editorial independence (Article 17). Certain companies cannot sponsor and certain programmes shall not be sponsored.

The Directive establishes rules on the duration of advertising, namely as a proportion of transmission time (Article 18). Certain types of communication do not fall under this rule (including sponsorship).

Specific rules apply to teleshopping on generalist channels (Article 18a – limiting the number and duration of teleshopping “windows”).

The rules laid down for advertising apply equally to teleshopping channels and to channels devoted exclusively to self-promotion (Articles 19a-20).

The Directive provides that Member States shall remain free to require television broadcasters under their jurisdiction to comply with more detailed or stricter rules than those provided in the Directive (Article 3).

## **2. PURPOSE OF CONTRACT**

The study will provide: (a) an exhaustive analysis of the regulatory frameworks of the EU Member States, EEA States, the applicant countries and certain third countries with reference to the areas covered by Chapter IV of the Directive; (b) an assessment of the impact of the regulatory environment in force on the prevailing commercial practices for TV advertising, sponsoring, teleshopping and other forms of commercial communications in the EU Member States, the EEA States, the applicant countries and selected third countries; (c) an analysis in financial terms of those markets and (d) a feasibility assessment of other measures. Such assessments and analysis (above "b", "c" and "d") should be preferably carried out on a country by country basis, but could also be realised by groups of countries that are considered by the contractor as having an equivalent regulatory framework and with similar prevailing commercial practices.

### **2.1. Description of the contract**

In a first phase, the consultant will analyse the regulatory frameworks of EU Member States, the EEA States and the thirteen applicant countries with reference to the areas

covered by Chapter IV of the Directive (see point 1) in order to identify rules applied that are more restrictive than the Directive's provisions, specifying, where appropriate, differences between types of broadcaster (e.g. public service, commercial, free-to-air, pay-TV). Where applicable, rules applying to new forms of advertising (e.g. split screen, virtual and interactive advertising) will be covered.

For the third countries to be covered by the study - namely: USA, Canada, Australia, Brazil, - the consultant will analyse their regulatory frameworks in the areas covered by Chapter IV of the Directive in order to classify the rules applied into three groups: more restrictive, equivalent, less restrictive than the provisions laid down by the Directive. He will also specify, where appropriate, differences between types of broadcaster (e.g. public service, commercial free-to-air, pay-TV) and modes of transmission (terrestrial, cable, satellite, webcasting). Where applicable, rules applying to new forms of advertising (e.g. split screen, virtual and interactive advertising) will be covered.

In a second phase the consultant will describe the overall market data and the prevailing commercial practices covered by the provisions of Arts. 10, 11, 18 and 18a of the Directive. This description will be carried out in quantitative terms (e.g. number of spots, their duration, their frequency, taking into account where appropriate differences between types of programmes and other relevant criteria) for each individual country. For EU and EEA Member States as well as for applicant countries to the EU, if demonstrated by the contractor that homogeneous groups of countries with an equivalent regulatory framework, similar commercial practices and overall economic conditions can be determined, the analysis can be limited to a representative sample of countries for each group. The assessment will be carried out by taking into account the time segmentation for TV advertising (e.g. prime time vs. non-prime time periods), the type of programme proceeding, following or interrupted by advertising and other commercial communications, and, where appropriate any differences in regulation by type of broadcaster (e.g. public service, commercial, free-to-air, pay-TV) and modes of transmission (terrestrial, cable, satellite, webcasting). Where applicable, rules applying to new forms of advertising (e.g. split screen, virtual and interactive advertising) will be covered.

The study will assess the impact in each national market, or groups of countries, where appropriate, of the characteristics of the regulatory environments (as determined in the first phase of the study), on the commercial practices analysed in this phase.

In a third phase the study will evaluate and summarise in quantitative and qualitative terms the overall market data and the prevailing commercial practices covered by certain other provisions of Chapter IV of the Directive, namely: restrictions for tobacco (Art. 13) and medical products (Art. 14), alcoholic beverages (Art. 15), protection of minors (Art. 16), sponsoring and any other restrictions on advertising, sponsoring (Art. 17), and other forms of commercial communications concerning specific products or services in the countries covered by the study. This evaluation will be carried out in quantitative terms (number of spots, their duration, their frequency, and other relevant criteria) and for each individual country. For EU and EEA Member States and for applicant countries to the EU, if demonstrated by the contractor that homogeneous groups of countries with an equivalent regulatory framework and with prevailing similar commercial practises can be determined, the

analysis can be limited to a representative sample of countries in each group. This analysis will be carried out by taking into account the time segmentation for TV advertising (prime time vs. non-prime time periods), the type of programme proceeding, following or interrupted by advertising and other commercial communications, and, where appropriate any differences in regulation by type of broadcaster (e.g. public service, commercial, free-to-air, pay-TV) and modes of transmission (terrestrial, cable, satellite, webcasting). Where applicable, rules applying to new forms of advertising (e.g. split screen, virtual and interactive advertising) will be covered.

The study will assess the impact in each national market, or groups of countries, where appropriate, of the characteristics of the regulatory environments (as determined in the first phase of the study), on the commercial practices analyses in this phase

In this phase the study will also evaluate in financial terms the relevant data (e.g. total, traditional and "new techniques" TV advertising market in absolute terms and in relation to the GDP at current prices, TV advertising spending per capita in real terms, and in relation to the GDP per capita) with respect to the provisions of Chapter IV of the Directive as a whole.

Finally, the study will examine the feasibility of other regulatory means to limit TV advertising instead of, or in addition to, the quantitative limits provided for by the Directive (e.g. financial levies).

The period of reference for the study will be the year 2002.

## **2.2. Methodology**

The methodology to be applied by the contractor will be described in detail, in particular with regard to the collection, treatment, analysis and presentation of data and information. Particular attention will be given to identification of information sources, methodology for the grouping of countries, where applicable, the identification of the countries to be covered by the second interim report (see below point 3) and the presentation of the conclusions of the study.

The Contractor will also be able to use the results of two studies commissioned by the Commission from independent consultants. The studies are publicly available on the Internet: (1) The development of new advertising techniques (Contractor: Bird & Bird/Carat Crystal). The impact of television advertising and teleshopping on minors (Contractor: INRA (Europe) / Bird & Bird) ([http://europa.eu.int/comm/avpolicy/stat/studi\\_en.htm#Finalised%20studies](http://europa.eu.int/comm/avpolicy/stat/studi_en.htm#Finalised%20studies)).

The contractor will have access to studies realised for the European Commission concerning the monitoring of TV advertising in Spain, Portugal, Italy, Greece, Germany, Luxembourg and Belgium.

## **2.3 Characteristics of the contract**

Tasks will be performed at the usual place of business of the contractor. Subcontracting is permitted, subject to approval of the subcontractor by the Commission

The contractor will be required to attend meetings in Brussels to:

- launch the study
- present each of the reports.

The tasks will be concluded within the periods specified under point 3 below. Variants are not permitted. The duration of the contract will be eighteen months from the date of signature of the contract by the two parties

### **3. REPORTS AND DOCUMENTS TO BE SUBMITTED**

The Commission will require the contractor to submit a first interim report three months from the date of signature of the contract, a second interim report five months from the date of signature of the contract and a third interim report nine months from the date of signature of the contract.

Each interim report will be considered as being accepted by the Commission if, within 60 days after the receipt, the Commission has not explicitly made its observations to the contractor.

Within 20 days of receiving the Commission's observations, the contractor will submit the interim reports in definitive form, either taking account of these observations or setting out different arguments.

A draft final report will be submitted within twelve months from the date of signature of the contract; it will contain a detailed financial statement. The Commission will then inform the contractor of its acceptance of the report, or make any observations. Within 20 days of receiving the Commission's observations, the contractor will submit the final report in definitive form, either taking account of these observations or setting out different arguments.

The final report will be considered as being accepted by the Commission if, within 60 days after the receipt, the Commission has not explicitly made its observations to the contractor.

All documents will be presented in English or French. All reports will be presented in 5 copies and electronically in Word format. The final report will be provided also in PDF and HTML formats.

The contractor will make a public presentation of the results of the study.

#### *First Interim report*

The first interim report will contain a detailed breakdown of the results of phase one of the study for all the countries to be covered by the study (36 countries), as well as

the programme for the forthcoming work and the possible grouping of countries to be adopted in order to carry out phases two and three of the study.

#### *Second Interim report*

The second interim report will contain a detailed breakdown of the results of phase two and phase three of the study for three national markets (a EU Member State, an applicant country and a third country) as well as the programme for the forthcoming work.

#### *Third Interim report*

The third interim report will contain a detailed breakdown of the results of phase two of the study for the countries covered, including, where appropriate, justification of the selection of samples of countries analysed, as well as the programme for the forthcoming work.

#### *Final report*

The final report will describe the work accomplished and the results obtained when carrying out the contract (phases one, two, and three). It will notably draw conclusions on the impact of the regulatory environments in force on the prevailing commercial practices for TV advertising and the patterns in financial terms, as analysed in the third phase, of the TV advertising markets in the EU Member States, EEA States, the applicant countries and the selected third countries, individually or grouped. The final report will also include a feasibility assessment of other measures to limit TV advertising instead of, or in addition to, the quantitative limits provided for by the Directive (e.g. financial levies).

The final report will also contain a detailed executive summary and charts and slides suitable for a presentation to the public (professionals and media).

## **4. PAYMENT**

The payment procedures are as follows:

- A pre-financing payment equal to 30 % of the total amount of the contract within 30 days after the receipt of a request for pre-financing and the receipt of a duly constituted financial guarantee equal to such pre-financing; this guarantee shall be freed upon the first interim payment;
- A first interim payment of 10% of the total amount of the contract within 30 days of the date on which the second interim report accompanying a request for payment is approved by the Commission. A performance guarantee corresponding to 4 % of the total value of the Contract shall be constituted by deduction from the first interim payment;
- A second interim payment of 30% of the total amount of the contract within 30 days of the date on which the third interim report accompanying a request for payment is approved by the Commission. A further performance guarantee corresponding to 3 % of the total value of the Contract shall be constituted by deduction from the second interim payment;

- the payment of the balance of the total amount of the contract within 30 days of the date on which the final reports and the other documents accompanying a request for payment are approved by the Commission.

Payments will be made into the bank account of the contractor upon presentation of invoices.

**5. TENDERS MUST BE DRAWN UP IN ACCORDANCE WITH THE MODEL CONTRACT ATTACHED TO THIS INVITATION TO TENDER (ANNEX 1).**

**6. THE TENDER MUST INCLUDE:**

- all of the information and documents necessary for appraisal of tenders by the authorising department on the basis of the exclusion, selection and award criteria set out at point 9, 10 and 11, respectively.
- The methodology to be applied by the contractor to be described in detail, in particular with regard to the collection, treatment, analysis and presentation of data. The methodology shall reproduce the text of points 1 to 3 of these specifications, together with the contractor's response to them, including an indicative breakdown of personnel, travel, overhead and "other" costs and a summary table for all personnel specifying roles and qualifications (e.g. Project manager, Senior expert, junior expert, Legal expert, Senior consultant, junior consultant, Secretary, etc.) number of persons and working days.
- The bank details of the tenderer (account number, account holder, name, address and bank code of the branch, BIC/SWIFT code). The Annex 5 "Information concerning the tenderer" may be used;
- A declaration indicating the VAT liability and, depending on the case, either the VAT number or an exemption attestation;
- The price, in accordance with point 7 below.

**7. TENDERERS SHOULD NOTE THE FOLLOWING POINTS REGARDING THE PRICE:**

- It is an all-in price that includes all expenses including travel and subsistence costs. Indicatively, the price should be within the limit of 450 000€;
- Prices must be quoted in Euro:
- Prices must be fixed amounts (in euro); tenderers from other States must use the conversion rates published at the Official Journal of the European Communities, C series, on the publication date of this call for tenders;
- Prices are firm and not subject to revision;
- Prices must be quoted free of all duties, taxes and other charges, including VAT, as the Communities are exempt from such charges under Articles 3 and 4 of the Protocol

on the Privileges and Immunities of the European Communities. The amount of VAT should be shown separately. VAT will not be taken into account in the award of the contract

**8. BIDS MUST BE DRAWN UP IN ONE OF THE OFFICIAL LANGUAGES OF THE EUROPEAN UNION AND MUST BE SUBMITTED IN TRIPLICATE.**

**9. EXCLUSION CRITERIA**

Tenderers shall be excluded from participation in a procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Communities' financial interests;
- (f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Tenderers must certify that they are not in one of the situations listed above.

As satisfactory evidence that the candidate or tenderer is not in one of the situations described in point (a), (b) or (e) above, production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.

The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) above, a recent certificate issued by the competent authority of the State concerned. Where no such certificate is issued in the country concerned, it may be replaced by a sworn or, failing that, a



solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:

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

Administrative or financial penalties may be imposed by the contracting authority on candidates or tenderers who are in one of the cases of exclusion provided for above, in accordance with Articles 93, 94 & 96 of the Financial Regulation (Council Regulation 1605/2002 of 25/6/02) and Article 133 of the Implementing Regulation (Commission Regulation 2342/2002 of 23/12/02)”

Depending on the national legislation of the country in which the tenderer or candidate is established, the documents referred to above may be requested in relation to legal persons and/or natural persons including, where considered necessary, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer. If desired to have this information in relation to legal persons, this must be specified

## **10. SELECTION CRITERIA**

### **10.1 Economic and financial capacity.**

Tenderers must provide evidence of their financial and economic ability to take on the tasks specified in this contract. Such evidence may be provided in the form of the following reference documents:

- a) the presentation of balance sheets for the last three years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;
- b) a statement of turnover concerning the services covered by the contract during the last three years.

Where the tenderer wishes to sub-contract or otherwise rely on the capacities of other entities, it must in that case prove that it will have at its disposal the resources necessary for performance of the contract by producing an undertaking on the part of those entities to place those resources at its disposal.

If, for a justifiable reason, the tenderer is unable to produce the references required by the adjudicating authority, it is authorised to prove its economic and financial capacity by any other document considered to be appropriate by the adjudicating authority. In the case where the contractor is an individual, s/he is obliged also to

provide proof of his/her independent status. To this end, s/he should provide documentary evidence concerning hi/her social security cover and VAT obligations, or proof of exemption from VAT, as appropriate.

#### 10.2 Technical and professional capacity

Tenderers must provide evidence of their technical and professional ability to take on the tasks specified in this contract using the following criteria:

- a) their experience in the area of legal regulation and investments in advertising and TV advertising in particular.
- b) their ability to create a team capable of carrying out the work required in all the countries covered by the study.

The following documents must be provided, as a basis for assessing if the tender fulfils the above criteria:

- 1) the staff chart of the organisation and the CVs of the staff who will be responsible for the evaluation work and of any partners likely to be involved, giving details of their professional experience, their specific contributions to the evaluation and the qualifications and linguistic abilities of each partner;
- 2) a list of the principal services provided during the last three years, indicating the subject, the amount, the date and the recipient of the services provided (public or private);
- 3) the list of partners participating in the work across all the countries concerned, where a single contractor represents a partnership in order to fulfil the conditions required by these Specifications.

In addition, tenders from consortia of firms or from groups of service providers must specify the role, qualifications and experience of each member of the group (see point 2 above). The Commission will conclude a single contract with a single contractor, who will take responsibility for the performance of all sub-contractors and/or partners.

N.B.: Tenderers who do not provide the documentation specified or are judged not to have fulfilled the above criteria will be excluded.

### **11. AWARD CRITERIA**

The contract will be awarded to the tenderer presenting the bid offering the best offer on the basis of the following criteria:

Qualitative criteria (70%):

- Professional experience of the team members actively engaged in the realisation of the study (2/10);

- Effectiveness of the methodology in respect of the selection of sources, the collection, the treatment and the presentation of the legal data and information necessary for the analysis foreseen in phase 1 (2/10);
- Effectiveness of the methodology in respect of the selection of the countries to be covered by the second interim report, as well as the collection, treatment and presentation of relevant data and information (1/10);
- Effectiveness of the methodology in respect of the collection, treatment and presentation of data and information concerning the countries to be covered during phase two and three (2/10);
- The exhaustiveness of the economic and legal analysis to be presented in the final report (3/10)

The price (30%)

During the assessment of tenders, each of these criteria will have the weight indicated above.

- 12. SUBMISSION OF A TENDER IMPLIES ACCEPTANCE OF THE TERMS SPECIFIED IN THE COMMISSION'S "GENERAL CONDITIONS" SET OUT AT PART II OF THE CONTRACT AND OF ALL THE PROVISIONS SET OUT IN THESE SPECIFICATIONS AND IN THE INVITATION TO TENDER AND, WHERE APPLICABLE, ADDITIONAL DOCUMENTS.**
- 13. THIS INVITATION TO TENDER IS OPEN TO TENDERERS FROM THE MEMBER STATES OF THE EUROPEAN UNION, THE EUROPEAN ECONOMIC AREA AND THE SIGNATORY STATES TO THE GATT TREATY, IN ACCORDANCE WITH THE PRINCIPLE OF RECIPROCITY.**
- 14. TENDERERS MUST KEEP THEIR BIDS OPEN, IN RESPECT OF ALL THE CONDITIONS THEREIN, FOR A PERIOD OF SIX MONTHS AFTER THE DEADLINE FOR THE SUBMISSION OF TENDERS.**
- 15. CONTACTS BETWEEN THE CONTRACTING AUTHORITY & THE TENDERERS IS FORBIDDEN DURING THE PROCEDURE, SAVE, EXCEPTIONALLY, IN CASES WHERE CLARIFICATION OF THE TENDER DOSSIER IS NECESSARY, IN WHICH CASE ALL TENDERERS WILL BE INFORMED AT THE SAME TIME; OR WHERE CLARIFICATION OR CORRECTION OF AN ERROR IN A TENDER IS REQUIRED, IN WHICH THE CLARIFICATION OR CORRECTION MAY NOT LEAD TO ANY MODIFICATION IN THE TERMS OF THE**

**OFFER; OR WHERE AN ON-THE-SPOT VISIT OR INFORMATION MEETING PROPOSED, IN WHICH CASE THE ARRANGEMENTS MUST BE SPECIFIED IN THE INVITATION TO TENDER**

- 16. WITHOUT PREJUDICE TO THE APPLICATION OF PENALTIES LAID DOWN IN THE CONTRACT, CANDIDATES OR TENDERERS AND CONTRACTORS WHO HAVE BEEN GUILTY OF MAKING FALSE DECLARATIONS OR HAVE BEEN FOUND TO HAVE SERIOUSLY FAILED TO MEET THEIR CONTRACTUAL OBLIGATIONS SHALL BE EXCLUDED FROM ALL GRANTS AND CONTRACTS FINANCED BY THE COMMUNITY BUDGET AND SHALL ALSO RECEIVE FINANCIAL PENALTIES IN ACCORDANCE WITH ARTICLE 133 OF THE IMPLEMENTING REGULATION (COMMISSION REGULATION 2342/2002 OF 23/12/02)”**

- 17. TENDERS MUST BE INTRODUCED BY A LETTER OF PRESENTATION\*, SIGNED BY THE TENDERER OR A PERSON DULY AUTHORISED BY HIM.**

The signature of the tender commits the tenderer vis-à-vis the contracting authority. The tenderer must indicate clearly the organisation's identity: full legal name; abridged name (if relevant); acronym (if relevant); legal status (association, company, university or other); VAT n° (if relevant); address; and all other relevant information.

\* Annex 5 “Information concerning the tenderer” may be used.

- 18. CLARIFICATION MEETING**

A clarification meeting will be held on 20/06/2003 at 10:00 in DG EAC's meeting room No 7/8, rue Belliard 100, B-1049 Brussels to answer any questions on the tender dossier which have been forwarded in writing or are raised at the meeting. Minutes will be taken during the meeting and these will be posted on the website of the Education and Culture DG at the following address [http://europa.eu.int/comm/avpolicy/studi\\_en.htm](http://europa.eu.int/comm/avpolicy/studi_en.htm) together with any clarifications in response to written requests which are not addressed during the meeting - at the latest 11 calendar days before the deadline for submission of tenders. All costs of attending this meeting must be met by the tenderers.

- 19. SUBMISSION OF THE TENDERS**

Tenders may be submitted:

- a) either by registered mail, posted no later than 14/08/2003 (postmark);
- b) or by delivery (in person or by an authorised representative or private courier service) to the following address:

European Commission  
Directorate-General EAC  
Unit C-1 "Audiovisual Policy"  
Office  
Rue Belliard 100  
B-1049 Brussels

not later than 16h00 on 14/08/2003, in which case a receipt must be obtained as proof of submission, signed and dated by the official in the department who took delivery.

Tenders must be placed inside two sealed envelopes. The inner envelope, addressed to the department indicated above, should be marked: “**Invitation to tender n° DG EAC/44/03 -Not to be opened by the internal mail department**”. If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

**20. THE COSTS OF DISPATCHING THE TENDER SHALL BE BORNE BY THE TENDERER.**

**21. OPENING OF THE TENDERS**

An ad hoc committee will be set up to open the tenders and to check whether the procedures for the submission of tenders have been complied with. This committee will open the tenders on 26/08/2003 at 10:00 in DG EAC’s meeting room No 7/8, rue Belliard 100, B-1049 Brussels.

A representative of each bidding organisation may attend the opening of the bids.

**22. SECURITY OR GUARANTEES**

The Commission may require the tenderer to provide a bank guarantee (or other security) to cover the total amount of the contract, as a guarantee against the correct fulfilment of the contract. The guarantee shall be paid back as and when payments are made by the Commission to the contractor. In the case of the non-fulfilment of the contract, of delay in its fulfilment or of a failure to meet quality standards, the Commission shall be compensated for any damages, and expenses incurred in compensating for the loss, by deduction from the guarantee, whether this has been provided directly by the contractor or by a third party.

**23. PUBLICATION**

Rights concerning the study and those relating to its reproduction and publication will remain the property of the European Commission. No document based, in whole or in part, upon the work undertaken in the context of this contract may be published except with the prior formal written approval of the European Commission.

**24. TENDERERS WILL BE INFORMED OF THE OUTCOME OF THEIR TENDER.**

## **Annexes**

- 1 Standard Service Contract**
- 1/I Special Conditions**
- 1/II General Conditions**
- 2 Price table (to be filled by the tenderer)**
- 3 General terms and conditions applicable to the tendering procedure**
- 4 Indicative table of average costs for travel (for reference)**
- 5 Information concerning the tenderer (to be filled by the tenderer)**

<b>PRICE</b>
--------------

(All amounts must be expressed in euro)

It is an all-in price that includes all expenses including travel and subsistence costs

An indicative breakdown of the components of the price should be provided. It will indicate personnel, travel, overhead and "other" costs and a summary table for all personnel specifying roles and qualifications (e.g. Project manager, Senior expert, junior expert, Legal expert, Senior consultant, junior consultant, Secretary, etc.) number of persons and working days.

=====



## INDICATIVE TABLE OF AVERAGE COSTS FOR TRAVEL TO MEET DG EAC IN BRUSSELS

(Euro)

Place of origin	Means of transport	Travel costs	Subsistence costs
BRUSSELS	-	-	-
ATHENS	Plane*	1.114	149,63
BONN	Train	98	149,63
COPENHAGEN	Plane*	840	149,63
DUBLIN	Plane*	650	149,63
HELSINKI	Plane*	1.100	149,63
THE HAGUE	Train	64	149,63
LISBON	Plane*	1.112	149,63
LONDON	Plane*	459	149,63
LUXEMBURG	Train	66	149,63
MADRID	Plane*	1.122	149,63
PARIS	Train	103	149,63
ROME	Plane*	907	149,63
STOCKHOLM	Plane*	1.052	149,63
VIENNA	Plane*	1.060	149,63

\* *Tariff in the class next below first class (Business Class)*

**Information concerning the tenderer**

**The tenderer's identity**

Business name (complete legal name):

Abridged name (if necessary):

Acronym (if necessary):

The applicant's legal status (association, commercial company, university etc):

N° of VAT (if necessary):

**Address of the seat**

Street:

N°:

Postal code:

City:

Country:

**The tenderer's banking references**

Name of the bank:

Street:

N°:

Postal code:

City:

Country:

Code of the bank:

N° of bank account:

BIC CODE (SWIFT):

Holder of the tendering organisation's principal account

Name and first name:

Title or quality within the tendering organisation:

**References relating to the call for tenders**

N° call for tenders: DG EAC/44/03

Title:

N° batch and title of the batch (if necessary):

Total price quotation (without VAT and in Euro):

Person who will sign the contract (Name, first name):

acting in the capacity as:

Date:

SIGNATURE: