

TENDER SPECIFICATIONS

Media policy aspects of advertising, labelling and public information

SMART 2009/0002

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1 CONTEXT

Advertising revenues are essential to sustain the media at a time when long-established media companies face difficulties developing business models for the web, in the times of increased competition from pure-play web media and declining willingness of consumers to pay for information. However, advertising revenues of the media may also be affected by other factors; among them also by policies in fields outside the media. Public health, environment, security or other policies may have consequences for advertisers' behaviour and the media. Such initiatives can have different formats and use different means in order to deliver important messages to the publics they seek to influence and to initiate a change in the behaviour of consumers as well as industry. Often, measures restricting advertising are applied.

A concrete example of a major public policy possibly affecting the media is the current initiative for the revision of the Labelling Directive¹. The aim of this initiative is the communication of CO₂ emissions and fuel consumption information to the consumers and it requires labelling information in adverts. Therefore it is essential that the policy makers choose policy measures that will be efficient in delivering the important messages with minimal adverse impacts on the advertising revenues of the media industry. Alternatives for achieving the goals of such public policy initiatives should be addressed and assessed in the final part of this study.

Solid knowledge on the efficiency of public policy initiatives in the fields of alcohol and nutrition based on academic research already exists, as well as evaluation studies of policy measures undertaken. In the existing studies, advertising and advertising restrictions are often addressed; however the focus is mainly on their effects on the alcohol/ HSFF food consumption of youth or other target groups. In other words, the existing knowledge is mainly focused on the influence of marketing and advertising on consumption and diet of public policy target groups.

This study is therefore meant to complement the existing knowledge in two ways: (1) by looking at effects on a different stakeholder group, meaning the media, and (2) by exploring different public policy sectors, such as CO₂ emissions and energy products (light bulbs, etc.). The Commission needs state-of the-art analysis and recommendations on the media and communication aspects of public policies currently being implemented. The study will therefore focus on the financial effects of the application of public policy measures (advertising restrictions) on advertising revenues of media and also on the effectiveness of different messaging techniques and different media in delivering the public policy messages. It will include recommendations addressed to the Commission, Member States and stakeholders and will constitute a systematic and evidence-based approach for policy-makers to achieve public policy objectives in an effective manner while limiting the regulation of advertising to the minimum necessary.

¹ DIRECTIVE 1999/94/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 13 December 1999 relating to the availability of consumer information on fuel economy and CO₂ emissions in respect of the marketing of new passenger cars. Online: <http://ec.europa.eu/environment/air/transport/co2/9994/en.pdf>

2 OBJECTIVES

Environmental, public health and energy policymakers need an evidence-based and detailed input about effects of different measures on media and on the sustainability of media budgets. The aim of the study is therefore to provide the necessary expertise on media-related issues to support the policy making in other fields such as public health, environment and energy.

The study should explore the impact of public policy measures affecting advertising in the media, in particular how far the effects of such public policy measures might be detrimental to advertising revenues and might therefore threaten the financial sustainability of the media. As for advertising bans, it is intuitive that they may cause a reduction in marketing expenditure on media. However, sometimes the advertising bans only concern specific target groups (i.e. children) or specific media (i.e. TV), therefore the reduction of spending is not that obvious. Moreover, there is no information about the impact that other public policy measures (such as product labelling) have on media revenues.

Another key issue requiring investigation is the specificities of different media. Concepts such as media neutrality or a "level playing field" encourage policymakers to extend restrictive measures to all media. Given that each media has its specificities and some media are commercially stronger than others, and advertising very often uses different media to target different strata of consumers (e.g. according to age, gender, purchasing power, or social status, etc.), a simple horizontal approach could easily prejudice the effectiveness of one medium against another in the advertising market. The study should therefore provide an exploration of the effectiveness of different media in delivering public policy messages. Moreover, media specificity should be taken into account also when assessing the effects of the introduction of the public policy measures on advertising revenues of the media.

The study is divided into three separate sections; each of the sections has a separate research objective (see table below). Although these three objectives are connected; each of them is focused on a specific issue and needs to be approached with a different methodology. Each of the objectives is described in the following section.

The study requires a project team with a profound and practical understanding of marketing and communications and able to demonstrate a comprehensive understanding of public policy objectives and legal issues.

OBJECTIVES	METHODOLOGY	INDICATIVE BUDGET
1A) What are the effects of the requirements for the application of public policy messaging measures/ techniques such as labelling and ban of advertising for specific media or target groups?	Cost/ benefit analysis	20%
1B) What are the effects of advertising restrictions on media revenues from advertising?	Financial analysis	30%
1C) What are the effects of advertising restrictions on companies' advertising and marketing expenditure?		
2) How effective are public policy messaging techniques when accompanying adverts in delivering the public policy messages?	Secondary sources review	20%
3) What is the most efficient policy option for communicating car CO2 emissions and fuel consumption information to the consumers?	Case study	30%

OBJECTIVE 1A

Cost/ benefit analysis of policies leading to advertising restrictions

Research question: *What are the overall effects of the advertising restrictions (such as labelling with public policy messages or banning of advertising for specific media or target groups)?*

The aim of this section is to perform a complex cost/ benefit analysis of public policy measures leading to advertising restrictions. This should evaluate the financial effects of such measures on different stakeholders, such as the media industry, the target groups of the public policies (youth, general public, etc.), the industry concerned, etc. It should explore what benefits are created by these measures in terms of public health or environment, whether the measures create specific benefits for other stakeholders and what are the drawbacks of their application. Although we are aware of the fact that it will not be possible to express the benefits and costs in comparable units (all converted into financial costs), the contractor should make a strong effort to deliver a solid and evidence-based assessment.

Methodology for objective 1A

The cost/ benefit analysis should be based on evidence gathered from a representative selection of member states. The following sources of information should be taken into consideration: *reports on the efficiency of public policy campaigns produced by public institutions, academic articles dealing with the efficiency of public policy measures, interviews with media and*

advertising industry representatives, interviews with representatives of the concerned industries (Alcohol, HFSS products, Energy (fridges, light bulbs) and Cars).

It is essential that the evaluation exercise will succeed in identifying all the key stakeholders (media industry, advertising industry, consumers, industry, etc.) and all possible types of benefits and costs (financial, public health, environmental...). Finally, the research should yield an overview of all financial costs and benefits of the application of advertising restrictions.

The contractor is responsible for the collection of all data needed in order to perform a cost/benefit analysis. In the tender application, the contractor should demonstrate the chosen research methodology in order to conduct the cost/ benefit analysis.

Scope of objective 1

PUBLIC POLICY FIELDS	Alcohol Obesity (HFSS products) Energy (fridges, light bulbs) CO2/Cars
MEDIA TYPES	TV Radio Print Internet
ADVERTISING RESTRICTIONS	LABELLING (in adverts) ADVERTISING BANS Bans for specific media Bans for specific target groups

From the point of view of DG INFSO, it is essential to have an in-depth knowledge of the impact that the advertising restrictions have on media. Therefore, together with the complex cost and benefits analysis, this research section should deliver a detailed financial assessment of the effects on media (objective 1B) and advertising/ marketing spending of the industry (objective 1C). Under the objective 1B the contractor needs to examine the financial effects on media advertising revenues. Under objective 1C the contractor should focus on the change of structure of the marketing expenditure and possible displacement of the financial resources below the line caused by the introduction of compulsory public policy messaging techniques into advertising.

OBJECTIVE 1B

Effects of the measures on media revenues from advertising

Research question: *What are the effects of advertising restrictions on media revenues from advertising?*
Have the advertising restrictions diminished the marketing budgets spend in the media?

The objective is to assess the effect of the public policy measures (advertising restrictions) on advertising revenues for media. The contractor should deliver a financial analysis of how the introduction of specific measures (such as labelling or banning of advertising) has affected advertising revenues.

The assessment should be based *inter alia* on a "before and after" comparison using baseline data from before the introduction of the measures. Interviews with representatives of marketing departments of the industry, interviews with representatives of advertising companies and interviews with representatives of media could also contribute qualitative inputs to this section.

The importance of alcohol/ HFSS products/ energy products/ car advertising as an income for specific media should be assessed and the contractor should deliver a breakdown of expenditure across different media channels. The contractor is responsible for the collection of all data needed in order to perform the financial analysis.

OBJECTIVE 1C

Effects on companies' advertising and marketing expenditure

Research question: *What are the effects of advertising restrictions on companies' advertising and marketing expenditure?*
Did the introduction of advertising restrictions redirect the marketing budget from the media to "below the line" spending and if so, to what extent?
Where is the advertising and marketing budget spend being placed, if not in media?

Labelling requirements in advertising or banning of advertising may deflect marketing budgets; expenditure can be transferred from the media to other "below the line" marketing activities (i.e. sponsoring of events, advertising in social media, etc.). These patterns should be explored using available evidence; in other words, this section should assess whether advertising restrictions reduce the amount of advertising in media and displaces the marketing spending of the industry below the line.

The assessment should be also based on a "before and after" comparison, and it should be undertaken for the industries listed in the table above (alcohol/ HFSS products/ energy products/ cars). The contractor should deliver a track record of marketing expenditure based on interviews with representatives of the industry or any other financial evidence that can be collected. The contractor is responsible for the collection of all data needed in order to perform the financial analysis.

OBJECTIVE 2

Effectiveness of public policy messaging techniques when accompanying adverts in delivering the public policy messages

Research questions: *Are labelling techniques effective in delivering public policy messages?*
Are the labelling techniques effective in the same way across all media types?
Is the impact of media and advertising on the consumer the same for all the products?

The effectiveness of the different public policy messaging techniques in achieving their goals should be assessed in this section. The assessment should analyse how far the different public policy messaging techniques can be applied effectively in the different media (TV, radio, print, internet, posters) using the approaches currently deployed such as voiceover statements in TV and radio, text panels on TV, scrolling ticker-tape, textual statements/eye catcher warnings in print and on posters.

Methodology for objective 2

The research questions in this section should be answered only by reviewing existing secondary sources; the following materials should be taken into consideration: *academic articles, studies conducted by public authorities or industry, marketing and advertising literature, and other relevant documents.*

The contractor should not conduct any primary research; the research questions should be answered only by summarising the existing knowledge. The analysis should include how far there are general patterns and lessons to be learned from experience across different industry sectors.

Scope of objective 2

The following table is an overview of all issues of interest; however, as this section will be based on a review of secondary sources, the contractor will need to define priorities on the basis of available evidence.

LABELLING TECHNIQUES	Voiceover statements in TV and radio Text panels on TV Scrolling ticker-tape Textual statements/eye catcher warnings in print and on posters
PUBLIC POLICY FIELDS	Alcohol Obesity (HFSS products) Energy (fridges, light bulbs) CO2/Cars Credit
MEDIA TYPES	TV Radio Print Internet Posters

OBJECTIVE 3

Case study: policy options for communicating car CO2 emission and fuel consumption information based on consumer utility

Research question: *What is the most efficient way of communicating information about CO2 emissions and fuel consumption to consumers, taking into account specific consumer behaviour when purchasing cars?*

Methodology for objective 3

In the light of findings in the preceding section, this section should define and analyse different policy options for the communication of European public policy objectives in relation to car CO2 emissions and fuel consumption, in view of the planned revision of the car labelling directive².

These options should take into account the Commission's report on the implementation of the above Directive, the ADAC³ report and other relevant documents. Policy options proposed should include (1) linear extension of labelling requirements beyond the press to other media and (2) other strategies that could for instance leverage consumer usage of internet in the car purchasing process. They should take into account the differing nature of Member States' media markets, including different penetration levels of broadband and existing rules in Member States, e.g. the classification of cars on the basis of CO2 emission for tax purposes.

The section should make a recommendation on the best strategy to follow, using an evidence-based approach and taking into account the requirements of the Commission's impact assessment procedure.⁴ The section should:

- propose a state-of-the-art communications strategy for informing the consumer about CO2 emissions and fuel consumption, *prioritising the effectiveness of reaching the objective of raising consumers' awareness of CO2 emissions and fuel efficiency of vehicles* (cost-effectiveness analysis of types of message and media types), grounded in the latest understanding of media impact and consumer aspects;
- take into account diverse factors affecting different Member States;
- demonstrate that the strategy would work in a representative sample of Member States.

Scope of objective 3

PUBLIC POLICY FIELD	CO2/ cars
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² Directive 1999/94/EC of the European Parliament and of the Council of 13 December 1999 relating to the availability of consumer information on fuel economy and CO2 emissions in respect of the marketing of new passenger cars, available online: <http://ec.europa.eu/environment/air/transport/co2/9994/en.pdf>

³ Study on the effectiveness of Directive 1999/94/EC relating to the availability of consumer information on fuel economy and CO2 emissions in respect of the marketing of new passenger cars, available online: http://ec.europa.eu/environment/air/transport/co2/report/final_report.pdf

⁴ See the Commission's updated (January 2009) guidelines for impact assessment: http://ec.europa.eu/governance/impact/key_en.htm

3 DURATION

The indicative intended commencement date is February 2010 at the latest and the period of execution of the tasks must not exceed 12 months and is subject to the provisions of Art. I.2.3 of the contract.

4 DELIVERABLES, MEETINGS AND TIMETABLE

4.1 Deliverables

The deliverables listed below must be provided by the contractor:

An **Inception report**, summarising the outcome of the inception meeting (see section 4.2 below) shall be submitted within two weeks after the meeting.

A **Preliminary final report** is to be submitted within 8 months of the starting date for the execution of the tasks as specified in the contract. The preliminary final report must include an executive summary in English, a presentation set in English suitable for the general public (MS PowerPoint compatible), and a detailed analysis of the findings, covering all parts of the study.

A **Final study report**, including the sections defined above for the preliminary report and incorporating comments received during the workshop (see below), shall be made available to the Commission's services within one month after the workshop. The final study report shall be provided in 5 bound paper copies including annexes and in a "PDF" format suitable for publication by the Commission's services on the Commission website.

The draft final report will be prepared taking into account comments presented during the workshop referred to in point 4.2 here after.

The final report must include the following:

- An executive summary in English, French and German and a presentation set in English suitable for the general public (MS PowerPoint compatible).
- A detailed analysis of the findings, covering all parts of the study

4.2 Meetings and workshops

Inception meeting

An inception meeting will be organised by the Commission's services at the Commission's premises in Brussels within one month of the starting date for execution of the tasks as specified in the contract. The contractor shall prepare the inception report on the basis of the outcome of the inception meeting.

Interim meeting

An interim meeting during which the contractor will present the interim findings will be held within 5 months of the starting date for execution of the tasks as specified in the contract.. It will be organised by the Commission's services at the Commission's premises in Brussels.

Final Meeting

A preliminary final report meeting during which the contractor will present the preliminary final report will be held within one month after the delivery of the report. It will be organised by the

Commission’s services at the Commission’s premises in Brussels. The contractor will have to finalise the preliminary final report to be presented at the workshop on the basis of the outcome of the meeting.

Final Workshop

The preliminary final report will be presented by the contractor to stakeholders during a half-day workshop to be held within one month after the preliminary draft study report meeting. The contractor's principal task will be the preparation of a full presentation conveying the findings of the draft final report and key team members should be present in order to participate in the workshop and answer queries. The workshop will be held in Brussels in Commission premises with interpretation provided for by the Commission. All other organisation tasks and related expenses will be of the responsibility of the contractor. The Commission will provide a list of invitees, which should be completed by the contractor where appropriate. No reimbursement of expenses for invitees shall be foreseen.

4.3 Timetable

Deliverable ↓	Meeting ↓	Month →	1	1.5	5	8	9	10	11
	Inception meeting								
Inception report									
	Interim meeting								
Preliminary final report									
	Final meeting								
	Final workshop								
Final study Report									

5 TERMS OF APPROVAL OF REPORTS

After reception of each report included in section 4.1 above, the Commission will have 30 calendar days in which:

- to approve it, with or without comments or reservations;
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to be approved.

Where the Commission requests a new report because the one previously submitted has been rejected, this must be submitted within 20 calendar days. The new report shall likewise be subject to the above provisions.

PART 2: ADMINISTRATIVE DETAILS

1 ELIGIBILITY REQUIREMENTS

All the **requirements** related to the **submission and opening of the tenders** are detailed in the invitation to tender (see sections 2, 4 and 8 of the invitation to tender):

- *Address and deadline for submission of the tender*
- *Presentation of the offer and Packaging*
- *Opening of the Tenders*

2 ADMINISTRATIVE REQUIREMENTS

A service provider may consider submitting a tender as a single entity or decide to collaborate with other service providers to present a bid: either by submitting a joint tender or through subcontracting. Tenders may also combine both approaches.

2.1 Different ways to submit a tender

Options 1 to 4 below describe the different ways to submit a tender.
Please make sure that all the documents and evidences required are submitted with your tender.

Option 1: Submission by **one tenderer: Private / Public entity / Individual.**

Option 2: Submission by **partners** as defined under section 2.2 below.
One must be designated as **lead partner/contractor**.

Option 3: Submission by **one tenderer with subcontractors** as defined under section 2.2 below

Option 4: Submission by **partners** (one must be designated as lead partner/contractor) **with subcontractors** as defined under section 2.2 below

2.2 Joint Tenders and Subcontracting

2.2.1 Joint tenders

In case of a joint tender submitted by a group of tenderers, these latter will be regarded as **partners**. If awarded the contract, they will have an equal standing towards the contracting authority in the execution of the contract.

The partnership may take the form of:

a) a **new legal entity** which will sign the contract with the Commission in case of award

or

b) a group of partners not constituting a new legal entity, who via a **power of attorney (Annex 5)**, signed by an authorised representative of each partner, designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

In both cases, all partners shall be considered as tenderers and shall **assume joint and several liability towards the European Commission for the performance of the contract.**

2.2.2 Subcontracting

Subcontracting is a situation where a contract is to be established between the Commission and a service provider and where this service provider, in order to carry out the contract, enters into legal commitments with other legal entities for performing part of the tasks foreseen in the contract.

The tenderer submitting the tender, if awarded the contract, shall become the sole contractor and shall assume **full liability toward the European Commission for the performance of the contract as a whole**. The other service providers will be regarded as subcontractors.

Subcontracting is subject to the provisions of Article II.13 of the model contract annexed to the invitation.

2.3 Identification of the tenderer – List of Forms & Evidences Required

Options 1/2/3/4: Documents to be provided by the single tenderer or lead partner:

- Annex 1: Administrative identification form (filled in and signed by an authorised representative)
- Annex 2: Legal Entities form⁵ (filled in, signed by an authorised representative, and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
- Annex 3: Financial Identification form⁶ (filled in and signed by an authorised representative of the tenderer and his banker)
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (filled in and signed by an authorised representative)
- Legible copy of the statutes of the company (for public/private entities)
- Legible copy of an official document indicating the name of the authorised representatives empowered to sign contracts on behalf of the tenderer.

Options 2 and 4: documents to be provided by each partner

- Annex 1: Administrative identification form (filled in and signed by an authorised representative)
- Annex 2: Legal Entities form⁷ (filled in, signed by an authorised representative, and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (filled in and signed by an authorised representative)
- Annex 5: Power of attorney (filled in and signed by an authorised representative of each partner)
- Legible copy of the statutes of the company (for public/private entities)
- Legible copy of an official document indicating the name of the authorised representatives empowered to sign contracts on behalf of the tenderer.

Options 3 and 4: Documents to be provided by each subcontractor

- Annex 1: Administrative identification form (filled in and signed by an authorised representative)

⁵ A standard template in each EU language is available at:
http://ec.europa.eu/budget/execution/legal_entities_en.htm

⁶ A standard template in each EU language is available at: http://ec.europa.eu/budget/execution/ftiers_en.htm

⁷ A standard template in each EU language is available at:
http://ec.europa.eu/budget/execution/legal_entities_en.htm

- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (filled in and signed by an authorised representative)
- Annex 6a: Letter of intent from each subcontractor (signed by an authorised representative) to confirm their willingness and availability to perform the tasks.

Individual external experts, not part of the tenderer's staff, foreseen to execute a part of the work are also to be considered subcontractors. Individual external experts will have to provide only the letter of intent in Annex 6b.

3 SIGNATURE OF THE TENDER

The signature of the tenderer's authorised representative or representatives (preferably in blue ink) on the administrative identification form (**Annex 1**) will be considered as the signature of the tender, binding the single tenderer or the group of partners to the terms included in the tender.

4 LAYOUT OF THE TENDER

All tenders must be clear, complete and consistent with all the requirements laid down in the tendering documents and **presented in 3 sections** as follows:

4.1 Administrative section

The documentary evidence required in accordance with part 2 section 2, section 3, section 5.1.3 and section 5.2 of the Tender Specifications must be included in the administrative section of the tender. **Tenders not including the necessary evidence may be rejected.**

4.2 Technical section

This section must address all the requirements laid down in Part 1 - Technical description of the tender specifications. The tender shall strictly follow the section structure of Part 1 – Technical description and take the form of continuous text, and not slides with bullet points. Information included here will be used to conduct the qualitative assessment of the tenders on the basis of the technical award criteria listed in section 5.3 below.

4.3 Financial section

The price quoted must fulfil the following requirements:

- A **total** fixed price expressed **in Euro** must be included in the tender.
- The price quoted must **be firm and not subject to revision**.
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967), the Communities are exempt from all charges, taxes and dues. Such charges may not therefore be included in the calculation of the price quoted. **The VAT amount must be indicated separately.** VAT exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.
- The price quoted shall be subject to the terms set in Article I.3 of the model contract attached.
- The price must fall within the scope of these tender specifications and be broken down into unit prices and quantities per each of the following categories:

- (a) Professional fees. The daily fee and total number of man/days for each category of staff working on the contract must be specified.
- (b) Travel and subsistence expenses. In the event of travel being necessary to carry out the duties specified in the tender, travel and subsistence expenses shall be paid as indicated in the tender.
- (c) Other expenses (outsourced services or supplies e.g. translation expenses, printing expenses, website development, etc.)

The part that the tenderer intends to subcontract shall be precisely indicated and detailed.

The total price quoted cannot exceed 300.000 euros. Tenders with a higher total price will be rejected.

The financial section must be submitted in a separate envelope, upon which shall be written the reference of the call for tender as indicated in the invitation, and with the clear mention “Financial section”

5 EVALUATION OF TENDERS

The evaluation of tenders will be done in accordance with the following subsequent steps:

- The Commission verifies that the **tenderer** is not in one of the situations covered by the exclusion criteria (first step, see section 5.1 below)
- The Commission verifies that the **tenderer** has the appropriate capacities to perform the contract on the basis of the selection criteria (second step, see section 5.2 below)
- The Commission assesses the **tender** on the basis of the award criteria (third step, see section 5.3 below).

5.1 Exclusion Criteria

5.1.1. Pursuant to Article 45(2) of Council Directive 2004/18/EC and to Article 93(1) of the Financial Regulation, the Commission will exclude tenderers from participation in the 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 judgement 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 judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation.

Points (a) to (d) of the first subparagraph shall not apply in the case of purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or from the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

For the purpose of the correct application of the above paragraph, the candidate or tenderer, whenever requested by the contracting authority, must:

- (a) where the candidate or tenderer is a legal entity, provide information on the ownership or on the management, control and power of representation of the legal entity,
- (b) where subcontracting is envisaged, certify that the subcontractor is not in one of the situations referred to in paragraph 1 of Article 93 of the Financial Regulation.

5.1.2. Pursuant to Article 45(2) of Council Directive 2004/18/EC and Article 94 of the Financial Regulation, a contract shall not be awarded to candidates or tenderers who, during the procurement procedure for this contract:

- (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 procurement procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in Article 93(1) of the Financial Regulation, for this procurement procedure.

5.1.3. Tenderers – including sub-contractors if any - shall provide a declaration on their honour (Annex 4), duly signed and dated, stating that they are not in one of the situations referred to in Article 93(1) or 94 of the Financial Regulation. The tenderers must undertake to inform the Commission, without delay, of any changes with regard to these situations after the date of submission of the tender.

5.1.4. In addition, for contracts of a value higher than EUR 133.000, ONLY the tenderer to whom the contract is to be awarded shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the following evidences (if the tender is proposed by partners, these evidences must be submitted by each partner):

- 1) The contracting authority shall accept as satisfactory evidence that the candidate or tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document, **issued less than 12 months before the date of the letter informing of the contract award** 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) of Article 93(1) of the Financial Regulation, a certificate by the competent authority of the State concerned, **issued less than 12 months before the date of the letter informing of the contract award**.
- 2) Where the document or certificate referred to in the first subparagraph is not issued in the country concerned and for the other cases of exclusion referred to in Article 93(1) of the Financial Regulation, 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.

Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1) and 2) shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any

person with powers of representation, decision-making or control in relation to the candidate or tenderer.

In case of doubt on the declaration on the honour provided by the subcontractor(s) in accordance with the indications of point 5.1.3 above, the contracting authority shall request the evidence referred to in points 1) and 2) above from the subcontractor(s).

5.1.5. Administrative and financial penalties

1. **By returning the form in Annex 4 duly signed and dated**, tenderers confirm that they have been notified of the following points: Each institution has a central database containing information on tenderers who have been in one of the situations described under 5.1.1 and 5.1.2 above. The sole purpose of this database is to ensure, in compliance with Community rules on the processing of personal data, that the above-mentioned cases of exclusion are applied correctly. Each institution has access to the databases of the other institutions.
2. In accordance with Article 96 of the Financial Regulation the contracting authority may impose administrative or financial penalties on the following:
 - (a) candidates or tenderers in the cases referred to in point (b) of Article 94 of the Financial Regulation;
 - (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

In all cases, however, the contracting authority must first give the person concerned an opportunity to present his observations.

3. The penalties referred to in paragraph 2 shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist in:
 - (a) exclusion of the candidate or tenderer or contractor from the contracts and grants financed by the Community budget for a maximum period of ten years; and/or
 - (b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract in question.
4. In accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation, the cases referred to in point e) of 5.1.1. above shall be the following:
 - (a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);
 - (b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 (OJ C 195, 25.6.1997, p. 1);
 - (c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 351, 29.12.1998, p. 1);
 - (d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).
5. Pursuant to article 133a of the Regulation laying down the rules for the implementation of the Financial Regulation, in order to determine duration of exclusion and to ensure compliance with the principle of proportionality, the institution responsible shall take into account in particular the seriousness of the facts, including their impact on the Communities' financial interests and image and the time which has elapsed, the duration and

recurrence of the offence, the intention or degree of negligence of the entity concerned and the measures taken by the entity concerned to remedy the situation.

When determining the period of exclusion, the institution responsible shall give the candidate or tenderer concerned the opportunity to express their views.

Where the duration of the period of exclusion is determined, in accordance with the applicable law, by the authorities or bodies referred to in Article 95(2) of the Financial Regulation, the Commission shall apply this duration up to the maximum duration laid down in Article 93(3) of the Financial Regulation.

6. The period referred to in Article 93(3) of the Financial Regulation is set at a maximum of five years, calculated from the following dates:
 - (a) from the date of the judgment having the force of *res judicata* in the cases referred to in points (b) and (e) of Article 93(1) of the Financial Regulation;
 - (b) from the date on which the infringement is committed or, in the case of continuing or repeated infringements, the date on which the infringement ceases, in the cases referred to in Article 93(1)(c) of the Financial Regulation.

That period of exclusion may be extended to ten years in the event of a repeated offence within five years of the date referred to in points (a) and (b), subject to paragraph 5.

7. Candidates and tenderers shall be excluded from a procurement and grant procedure as long as they are in one of the situations referred to in points (a) and (d) of Article 93(1) of the Financial Regulation.
8. Pursuant to article 134b of the Regulation laying down the rules for the implementation of the Financial Regulation, without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have made false declarations, have made substantial errors or committed irregularities or fraud, or have been found in serious breach of their contractual obligations may be excluded from all contracts and grants financed by the Community budget for a maximum of five years from the date on which the infringement is established as confirmed following an adversarial procedure with the contractor.

That period may be extended to ten years in the event of a repeated offence within five years of the date referred to in the first subparagraph.

9. Tenderers or candidates who have made false declarations, have committed substantial errors, irregularities or fraud, may also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded.

Contractors who have been found in serious breach of their contractual obligations may be subject to financial penalties representing 2% to 10% of the total value of the contract in question.

That rate may be increased to 4% to 20% in the event of a repeat infringement within five years of the date referred to in the first subparagraph of paragraph 8.

The institution shall determine the administrative or financial penalties taking into account in particular the elements referred to in Article 133a(1) of the Regulation laying down the rules for the implementation of the Financial Regulation.

5.2 Selection criteria

The following selection criteria will be used to select the tenderers. If the tender is submitted by partners (as defined under section 2.2 above)

- the selection criteria in respect of financial and economic capacity (see point 5.2.2 below) are to be considered as setting minimum standards which must be fulfilled by each partner;
- the selection criteria in respect of technical capacity (see 5.2.3 below) will be assessed in relation to the combined capacities of all the members of a partnership as a whole (including subcontractors).

Documentary evidence of the tenderers' claims in respect of the selection criteria is required as indicated below. The tender should also include any other document that the tenderer(s) wish(es) to include by way of clarification.

5.2.1 Professional information

Criterion:	Enrolment in one of the professional or trade registers in the country of establishment
Documentary evidence:	Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment

5.2.2 Financial and economic capacity

Criterion:	Sufficient financial and economic standing
Documentary evidence:	Annual income statements and balance sheets or extracts there from for the last two financial years Statement of overall turnover and turnover from contracts in the field of studies and other consultancy in relevant areas in the last three financial years.

If, for some exceptional reason which the Commission considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Commission considers appropriate. In any case, the Commission must at least be notified of the exceptional reason and its justification in the tender. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

5.2.3 Technical background

Criterion:	Relevant expertise of the tenderer and other applicants, including subcontractors if any, acquired in the last three years, in the field of relevant areas in public policy, marketing and cost/benefit analysis in the Member States
Documentary evidence:	List of contracts in the field of relevant areas in public policy in the Member States performed in the past three years, or currently being performed, with their respective values
Criterion:	Experience, technical knowledge and credibility of proposed team
Documentary evidence:	Concise but informative curricula vitae of team members, demonstrating professional experience in the field of relevant areas in public policy, marketing of at least three years, and especially in conducting cost/benefit analyses.
Criterion:	Management capability
Documentary evidence:	List of contracts of a value of at least 200 000 euros each, performed by the tenderer(s) (including subcontractor(s), if any) in the last three years.

5.3 Award criteria

5.3.1 Technical award criteria

The tenders will be qualitatively assessed on the basis of the technical award criteria and respective scores listed below:

Technical award criteria		Maximum Score /weighting	threshold
I. Understanding of the tasks required			
a) understanding of the specific objectives b) value-added in respect of information included in the tender specification both of equal relative importance and with weighting and thresholds applied to the study specific objectives below:		50	25
	<i>1A) Cost/ benefit analysis of policies leading to advertising restrictions</i>	10	5
	<i>1B) Effects of the measures on media revenues from advertising</i>	10	5
	<i>1C) Effects on companies' advertising and marketing expenditure</i>	10	5
	<i>2) Effectiveness of public policy messaging techniques when accompanying adverts in delivering the public policy messages</i>	10	5
	<i>3) Case study: policy options for communicating car CO2 emission and fuel consumption information based on consumer utility</i>	10	5
II. Technical quality of the tender			
a) completeness of coverage of the scope of the task b) quality of the methodological approach both of equal relative importance and with weighting and thresholds applied to the study specific objectives below:		110	55
	<i>1A) Cost/ benefit analysis of policies leading to advertising restrictions</i>	30	15
	<i>1B) Effects of the measures on media revenues from advertising</i>	20	10
	<i>1C) Effects on companies' advertising and marketing expenditure</i>	20	10
	<i>2) Effectiveness of public policy messaging techniques when accompanying adverts in delivering the public policy messages</i>	10	5
	<i>3) Case study: policy options for communicating car CO2 emission and fuel consumption information based on consumer utility</i>	30	15
III Management			
a) suitability for achieving the objectives specified in the tender specification (on the basis of the work plan and organisation of the work) b) sound and realistic allocation of financial and human resources both of equal relative importance.		40	20
Total		200	120

Minimum score per criterion (threshold):

Tenders scoring less than 50% of the maximum score for any technical award criterion, whether applied via study specific objectives or not, will be considered of insufficient quality and rejected.

Minimum total score (threshold):

Tenders with a total score of less than 120 points at the end of the evaluation process will be considered of insufficient quality and rejected.

5.3.2 Price

The price quoted must comply with the requirements laid down in Part 2 - section 4.3 above.

6 AWARD OF THE CONTRACT

The Contract will be awarded to the tender offering the best value for money, which will be the one with the highest weighted quality-price ratio, taking into account the awarding criteria listed in point 5.3.1 and calculated according to the following formula:

$$QP \text{ Ratio} = 0.75 \times (Q / Q_{\max}) + 0.25 \times (P_{\min} / P)$$

where

Q is the total score of the tender, on the basis of the qualitative assessment of the technical award criteria

Q_{max} is the highest total score obtained by a tender under this call

P_{min} is the price of the cheapest bid in this call

P is the price of the tender.

7 PAYMENT AND STANDARD CONTRACT

- Payments under the contract shall be made in accordance with articles I.4 and II.4 of the model contract attached.
- Depending on the financial solidity of the tenderer, payment of the pre-financing may be made conditional upon the furnishing by the Contractor of a financial guarantee.
- In any case, a financial guarantee shall be required for the payment of pre-financing exceeding EUR 150.000. The guarantee shall be supplied by a bank or an authorised financial institution. The guarantee shall be denominated in Euro. The guarantee shall be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms of the contract.

8 VALIDITY OF THE TENDER

Period of validity of the tender shall be nine months from the closing date for submission of the tender given above.

9 ADDITIONAL PROVISIONS

- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.

- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- All documents submitted by tenderers will become property of the Commission and will be regarded as confidential.

10 LIQUIDATED DAMAGES: SEE ARTICLE II.16 OF THE MODEL CONTRACT

11 NO OBLIGATION TO AWARD THE CONTRACT

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. Should the invitation to tender cover several items or lots, the Commission reserves the right to award a contract for only some of them. The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

12 RESULTS

The results of the service must be forwarded to the Commission of the European Communities in Brussels. **The copyright will belong to the Commission;** the Commission will in particular have the right to publish the results.

13 DISCLAIMER

The following sentence is to be prominently displayed on the cover of each working paper and the final report of the study. The disclaimer should also be incorporated into the introduction of each working paper and final report.

The opinions expressed in this study are those of the authors and do not necessarily reflect the views of the European Commission.

PART 3: ANNEXES

ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM

<u>TENDERER'S ID</u>	
Name	
Legal form	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address of registered office	
Contact address (if different)	
URL	
<u>AUTHORISED REPRESENTATIVE(S)⁸</u>	
<u>CONTACT PERSON</u>	
Name	
Forename	
Position	
Telephone	
Fax	
Email	
<u>DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):</u> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	

Place and date:

Name (in capital letters) and signature:

⁸ Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided under section 2.3

ANNEX 2: LEGAL ENTITIES FORM

As required in PART II under section 2.3 of the tender specifications.

A standard template in each EU language is available at:

http://ec.europa.eu/budget/execution/legal_entities_en.htm

ANNEX 3: BANK IDENTIFICATION FORM

As required in PART II under section 2.3 of the tender specifications

A standard template in each EU language is available at:

http://ec.europa.eu/budget/execution/ftiers_en.htm

<p style="text-align: center;">ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST</p>

The undersigned [*name of the signatory of this form, to be completed*]:

- in his/her own name (*if the economic operator is a natural person*)

or

- representing (*if the economic operator is a legal person and the declaration is signed by a director or person with powers of representation*)

official name in full:

official legal form:

official address in full:

VAT registration number:

declares that he/she / the company or organisation that he/she represents:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;
- e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal

practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.

- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above⁹.

For situations described in (a), (b) and (e), 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. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not 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.]

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature

⁹ Mandatory for contracts of value above €133 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

ANNEX 5: POWER OF ATTORNEY

**MANDATING ONE OF THE PARTNERS IN A JOINT TENDER AS LEAD PARTNER
AND LEAD CONTRACTOR**

(to be filled in and signed by each of the partners in a joint tender)

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the European Commission awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
 - (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
 - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: [Provide details on bank, address, account number].
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
 - (a) The lead partner shall submit the tender on behalf of the group of partners.
 - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
 - (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in on [dd/mm/yyyy]

Place and date:

Name (in capital letters), function, company and signature:

ANNEX 6a: LETTER OF INTENT FOR SUB-CONTRACTORS

[Title of the call for tenders]

The undersigned:

Name of the company/organisation:

Address:

Declares hereby that, in case the contract is awarded to **[name of the tenderer]**, the company/organisation that he/she represents, intends to collaborate in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract.

Place and date:

Name (in capital letters) and signature:

ANNEX 6b: LETTER OF INTENT FOR EXTERNAL EXPERTS

[Title of the call for tenders]

The undersigned:

Name of the company/organisation:

Address:

Declares hereby that, in case the contract is awarded to **[name of the tenderer]**, he/she intends to collaborate in an individual capacity as **an external expert** in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract. In addition, the undersigned declares not to have any conflict of interest in connection with the contract, and not to be in one of the situations of exclusion referred to in Article 93(1) of the Financial Regulation.

Place and date:

Name (in capital letters) and signature: