

Annex 1

Indicators for media pluralism in the Member States
– towards a risk-based approach
SMART 007A 2007/0002

TENDER SPECIFICATIONS

Part 1: **Technical description**

Part 2: **Administrative details**

Annexe I: Administrative identification form

Annex II: Bank identification form

Annex III: Exclusion criteria and non-conflict of interest form

Part 1: Technical description

Indicators for media pluralism in the Member States – towards a risk-based approach

1. CONTEXT

Maintaining media pluralism and diversity remains a long-running source of political concern, notably within the European Parliament, and among certain market actors. Threats to media pluralism are seen as a source of societal risk. The 2005 consultation on media pluralism within the context of consultations on the revised Television without Frontiers Directive favoured greater transparency, with enhanced monitoring at EU level. Consequently, in January 2007, the Commission announced its three-step approach to media pluralism. **Step 1** was the publication on 16th January 2007 of a Commission Staff Working Paper on Media Pluralism in the Member States of the European Union (SEC [2007] 32). The Commission Staff Working Paper mainly provides a concise discussion of the issues raised by media pluralism. **Step 2** is this study, which DG INFSO is launching with the aim of clarifying and advancing the debate on pluralism and diversity. The study's results will form a significant input into a subsequent Commission Communication on indicators for media pluralism in the EU Member States, on which a broad public consultation will then ensue, **step 3**.

Concern over media pluralism and diversity comes at a time when there are more TV channels than ever before and entry barriers for publishing any type of content on the internet – even for private citizens – have fallen away. To some commentators, this would imply dilution of media power across more fragmented markets than in the past. Concern expressed regarding media pluralism and diversity may *inter alia* also be concern regarding structural changes that are taking place as a result of new technology, and the impact these may be having on media output.¹ It will therefore be important for contractors to bring an understanding of the role that economics and technology bring to the pluralism and diversity debate, as well as the social science and legal approaches normally applied.

In order to develop a path towards an integrated media policy on key horizontal issues, DG INFSO has established a task force for the co-ordination of Media Affairs. The task force – based in INFSO/A1 – has three roles (1) upstream co-ordination of Commission proposals affecting the media (2) an economic and legal observatory role in order to prime media policy and (3) servicing external enquiries. This study contributes to objective (2) of the task force mission.

2. OBJECTIVES OF THE STUDY

2.1. General objectives

The primary objective of the study is to define sets of indicators in order to measure (1) policies and legal instruments that support pluralism in Member States (2) the range of media available to citizens in different Member States (3) supply side indicators on the

¹ For instance, the alleged “dumbing down” of television may be due to (1) inelastic programme budgets being spread over more channels and more players resulting in cheaper forms of programming; (2) the transition from a “Platonic Guardians” model of television – where public authorities defined programme missions for a few analogue terrestrial channels – to a more consumer-led model, governed by end-user preference in a multi-channel, multi-platform world.

economics of the media, together with some analysis of how new technology is affecting existing industry structures, for instance convergence.

The study should also take into account the strong sense of political risk communicated in this debate, notably following the publication of earlier studies. It would therefore be appropriate to draw on the extensive academic risk literature, and concepts developed for risk-based regulation, and apply these in a practical way to the monitoring process. Taken together, the indicators should therefore be placed within a risk-based analytical framework (4) for assessing pluralism across the Member States. If successfully implemented, the combination of indicators to measure pluralism and a risk-based approach to help assess the societal threat to pluralism will offer greater transparency at European level. It is primarily intended to be a powerful new monitoring framework to help national policy-makers and other stakeholders to assess pluralism, in the spirit of "Better regulation".²

Media includes radio and TV broadcasting, national and regional press, magazines, together with internet media. However, the scope of the study should not exclude book publishing sector insofar as the sector could be part of the editorial and commercial strategy of certain multimedia operators.

2.2. Specific objectives

(1) Policies and legal instruments that support pluralism in Member States

These indicators will cover the presence and effective implementation of policies and legal instruments that support pluralism and diversity. Measures to restrict the concentration of ownership beyond what is achieved through competition law are still likely to play an important role. However, a much wider range of measures is also relevant, as can be seen from the European Parliament's Resolution (2003/2237(INI)). They might include the following: constitutional protection for freedom of expression, rules on conflict of interest for politicians' business interests, governance of public service broadcaster to ensure editorial independence from government, defamation/privacy and broadcast regulation. This set of indicators should be complemented by a clear analysis of the underlying competencies that need to be present or further developed in order to correct implementation problems, together with other remedies and supporting policies.

A number of studies have been undertaken on media pluralism. The study will draw on these for legal analysis and should not devote resource to duplicating this work. The challenge is less to identify relevant legal measures than to assess the quality of implementation, if greater transparency and clarity are to be achieved.

(2) The range of media available to citizens in different Member States

These indicators will serve to define different types of media markets from an end-user perspective. The output will be used to develop a series of representative profiles that are drawn from the wide variety of circumstances to be found in Member States' markets. Indicators to be covered might include: different situations found across the 27 EU

² http://ec.europa.eu/enterprise/regulation/better_regulation/index_en.htm

Member States, geographic location – urban/countryside, social class, age and gender, type of consumption – professional/private.

The objective of this part of the study is to produce a representative set of profiles that will cover the whole range of different circumstances across Member States and regions. The indicators should be conceived so that a complete series of Member State analyses could be commissioned at some point in future. The profiles should convey whether there are particular groups of people that have the possibility to have access to a greater or lesser number of sources of information, including the underlying electronic networks. They should be complemented by a clear analysis of competences, remedies and policies needed to address problems identified, as for (1) above.

(3) Supply side indicators on the economics of the media

This part of the study should define a set of indicators that would enable the Commission services to assess the range and diversity of media available across Member States. Indicators could include for instance the number of media companies in a particular Member State – or within a linguistic region within a Member State, the number of newspapers and magazines per head of population, comparable indicators in relation to electronic media, together with ratios or other relevant indicators that would convey an understanding of the health of the sector, including profitability. These indicators should take into account the non-media business interests of major national groups, as these might for instance influence coverage or non-coverage of certain issues, and the specific role of transnational media companies. This section should include a clear analysis of any competencies, remedies and policies needed to address problems identified, as appropriate.

This part of the study should also develop an economic analysis of how new technology is changing the structure of media industries compared with for instance 20 years ago. It should outline the economic incentives for media concentration, drawing on economic theory as necessary and it should analyse how different policy lines covered in (1) affect the economics of the media. It should also give guidance to policy makers on how to adapt measures that support pluralism and diversity so that they do not interfere with the inevitable process of structural change in response to new technologies and business models. It should offer analysis of the skill-set that National Regulatory Authorities will need in order to match the challenges that lie ahead. It should also develop analysis of how the changing economics of the media derived from new technology and/or concentration affect the quality and quantity of original content available.³

³ There is widespread concern about quality being affected by concentration – or other trends linked or associated with concentration (see footnote 1). Manifestations of these concerns include the proliferation of so called reality TV shows, rather than programming considered important for culture and pluralistic democracy such as drama, investigative journalism, documentaries. In the printed press, some commentators observe an increased dependence on news agency inputs leading to uniform coverage of stories.

(4) Risk-based framework for the indicators

The contractor must also develop a risk-based analysis framework⁴ into which the three sets of indicators can be inserted, with values indicating more or less pluralism. The output from this framework will signal how far particular profiles drawn from the three sets of indicators developed would create risks to pluralism. The contractor must include methodology in order to validate the output of the framework in such a way that a representative cross-section of different risk profiles across the EU is covered. The contractor should allocate sufficient resources for that purpose. The framework should also be tested for proof of concept in one or more 3rd countries where media pluralism is considered to be in danger and in at least one other 3rd country with a different approach, such as USA.

The intention is to find approaches that will define and help manage true societal risk. The ultimate objective is to improve the auditability⁵ of media pluralism across the Member States. The approach must be transparent and not self-referential; and scalable for assessing actual situations across the Member States in future phases of the work, if deemed necessary following consultation. It should be well-grounded in the academic literature and operational practice of risk-assessment and based on robust methodologies that fully explore the incentives at play. The requirement is for a practical methodology that policy makers and other stakeholders will find attractive and effective. The output of the framework must help define priorities and actions for improving media pluralism within the EU. Policy makers and other stakeholders should be able to use the indicator framework independently.

3. DURATION

The indicative intended commencement date is September 2007 at the latest and the period of execution of the tasks shall be 17 months. Operations will start after signature of the contract by both parties.

4. DELIVERABLES

The following deliverables are required from the contract:

4.1 Interim reports

The first interim report is to be submitted within **4 months** of the date of signature of the contract by the last of the two parties. The second interim report is to be submitted within **8 months** of the date of signature of the contract by the last of the two parties.

⁴ “By taking account of probability as well as potential damage, risk-based regulation has been promoted as an economically rational decision-making instrument for managing the difficult trade-offs between competing priorities that are inherent in any regulatory activity.” See *A Theory of Risk Colonisation: The spiralling regulatory logics of societal and institutional risk*.

Henry Rothstein, Michael Huber and George Gaskell
Economy and Society, Vol. 35 (1). February 2006, (pre-print)

⁵ According to Michael Power “The theory of auditability is [...] a theory of organizational knowledge or, more precisely, a theory about how organizations can be publicly known in a specific and powerful way by their own participants and by others. Making things auditable in organizations is a process of *externalisation* in the form of evidence trails leading back to primary material traces of performance.”

The **first interim report** must include at least the following:

- The set of indicators covering the policies and legal instruments described in objective 1 of section 2.2 together with a preliminary treatment of the risk framework described in objective 4 of 2.2
- Proposal for the representative sample of profiles for objective 2 of section 2.2, with an explanation of the methodology. The Commission will make the final decision on the sampling.
- Problems encountered, solutions found or proposed, and impact on future work;
- Detailed time schedule for the completion of the work;

The **second interim report** shall include at least the following:

- Objective 2 of section 2.2 indicators - completion;
- Objective 3 of section 2.2 indicators and analysis - completion;
- Objective 4 of section 2.2 - completion;
- Problems encountered, solutions found or proposed, and impact on future work;
- Detailed time schedule for the completion of remaining work items (4.2 - 4.4).

4.2 Preliminary final report

A preliminary final report is to be submitted within **10 months** of the date of signature of the contract by the last of the two parties. The preliminary 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, such that 3rd parties are able to apply the indicators with complete autonomy.

4.3 Final report

The draft final report will be prepared taking into account comments presented during the workshop referred to in point 4.4 here after. The draft final report will be submitted **within two months after the workshop**.

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

4.4 Organisation of 1-day workshop in Brussels.

The workshop will be held **within three months after the submission of the preliminary final report**. It will be designed to stimulate a discussion among interested

parties in order to validate the findings of the study contained in the preliminary final report.

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 Commission will provide the meeting premises and interpretation facilities for the workshop. All other organizational aspects will be the responsibility of the contractor who will present the results of the study. The Commission will provide a list of invitees, which should be completed by the contractor where appropriate.

4.5 Reporting requirements

The Commission may call the consultants for a meeting in Brussels for a kick-off meeting after signature of the contract, and after the submission of each of the three following reports: first interim report, second interim report and preliminary interim report", for requesting clarifications on the reports.

One original and 4 paper copies of each report in English have to be submitted to the official responsible (whose name will be communicated by the Contracting Authority). In addition, the file has to be submitted by e-mail (MS Word compatible) to the same official.

The Commission will comment on the draft reports (first interim report, second interim report and final report) within 60 days. In the absence of observations from the Commission within the deadline, all reports will be considered as being approved.

Within 20 days of receiving the Commission's observations, the Contractor will submit new draft reports taking full account of these observations, either by following them precisely, or by explaining clearly why he did not. Should the Commission still not consider the reports acceptable, the Contractor will be asked to amend them until the Commission is satisfied. The new report shall likewise be subject to the same provision.

After approval by the Commission, the original and 4 paper copies of the final version of the reports will be submitted in English to the official responsible. In addition, the file has to be submitted by e-mail (MS Word compatible) to the same official.

The contractor will also provide the approved version of the final report on 5 CD-ROMs (MS Word compatible and HTML formats).

5. USEFUL INFORMATION

Tenderers will find it helpful to consult the following source documents.

Commission Staff Working Paper on Media Pluralism SEC [2007] 32

http://europa.eu.int/information_society/media_taskforce/pluralism/index_en.htm

Issues paper on media pluralism for Liverpool Audiovisual Conference

http://ec.europa.eu/comm/avpolicy/reg/tvwf/modernisation/consultation_2005/index_en.htm

Findings of working group

http://ec.europa.eu/comm/avpolicy/reg/tvwf/modernisation/liverpool_2005/index_en.htm

European Parliament resolution on the risks of violation, in the EU and especially in Italy of freedom of expression and information (Article 11(2) of the Charter of Fundamental Rights) (2003/2237(INI)) P5_TA(2004)0373

<http://www.europarl.europa.eu/omk/sipade3?PUBREF=-//EP//NONSGML+TA+P5-TA-2004-0373+0+DOC+PDF+V0//EN&L=EN&LEVEL=1&NAV=S&LSTDOC=Y&LSTDOC=N>

Television across Europe: regulation, policy and independence, Open Society Institute, 2005

<http://www.eumap.org/topics/media>

Final report of the study on The information of the citizen in the EU: obligations for the media and the Institutions concerning the citizen's right to be fully and objectively informed, European Institute for the Media

<http://www.epra.org/content/english/press/papers/European%20Citizen%20Information%20Project%20Final%20REPORT.pdf>

Council of Europe media pluralism recommendations

<http://www.coe.int>

International Federation of Journalists studies:

Media power in Europe, the Big Picture of ownership

<http://www.ifj-europe.org/default.asp?Index=3671&Language=EN>

Eastern Empires

<http://www.ifj-europe.org/default.asp?index=1690&Language=EN>

Part 2: Administrative details

1. ELIGIBILITY REQUIREMENTS

1.1 Address and deadline for submission of the tender:

You are invited to tender for this study and requested to submit your tender no later than **31/05/2007**, either by:

- (a) post or courier service. In this case, the evidence shall be constituted by the date of dispatch, the postmark or the date of the deposit slip. The offer must be sent to the following *postal address*:

**European Commission
DG Information Society and Media – Directorate A – Unit A1
for the attention of Jean-Eric de Cockborne
B-1049 Brussels**

- (b) or hand-delivery by the tenderer in person or by an agent; by 16.00 Hours on **31/05/2007** at the latest to the following address:

**European Commission
DG Information Society and Media – Directorate A – Unit A1
for the attention of Jean-Eric de Cockborne
Avenue du Bourget n° 1
1140 Evere**

In this case, in order to establish proof of the date of deposit, the depositor will receive, from an official at the above-mentioned address, a receipt which will be nominatively signed, dated and time stamped.

Please note that in this case it is the date and time of reception at the Commission services that will count, not the actual date in which it was dispatched.

Late delivery will lead to the exclusion from the award procedure for this contract.

1.2 Presentation of the offer and Packaging

The offer (consisting of **1 original and 2 copies**; and an optional PDF file of the offer on a CD-ROM) should be enclosed in two envelopes, both of which should be sealed. If self-adhesive envelopes are used, they should be further sealed with adhesive tape, upon which the depositor's signature must appear.

The *outer* envelope should bear, in addition to the address of the above-mentioned Archive Department, the following mention:

INVITATION TO TENDER No. **SMART 2007-0002 / 2007/S 44-053243**

NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE
07/06/2007, 10H00

The *inner envelope* should also bear the following mention:

INVITATION TO TENDER No. **SMART 2007-0002 / 2007/S 44-053243**

NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE
07/06/2007, 10H00

1.3 Identification of the tenderer

The tenderer must be clearly identified, and where the tender is submitted by an organisation, a company the following administrative information and documents must be provided (see **administrative identification form** attached as **Annex I**):

Full name of organisation/company, **copy of legal status**, registration number, address, person to contact, person authorised to sign on behalf of the organisation (**copy of the official mandate** must be produced), telephone number, facsimile number, VAT number, banking details: bank name, account name and number, branch address, sort code, IBAN and SWIFT address of bank: a **bank identification form** must be filled in and signed by an authorised representative of each tenderer and his banker. A standard form is provided in **Annex II** and a specific form for each Member State is available at the following Internet address:

http://europa.eu.int/comm/budget/execution/ftiers_en.htm.

Tenders must be submitted individually. If two or more applicants submit a joint bid, **one must be designated as the lead contractor and agent responsible.**

1.4 Tenders must be signed by the tenderer's authorised representative or representatives (preferably in blue ink)

1.5 A total fixed price expressed in euro must be included in the tender.

The contract prices shall be firm and not subject to revision.

Offers prices must not exceed 500 000 €in total.

1.6 Opening of the tenders:

The opening of received tenders will take place on **07/06/2007** at 10h00' in the Commission building at avenue de Beaulieu, 33 – B-1160 Brussels. One authorised representative of each tenderer may attend the opening of the tenders. Tenderer who plan to attend the opening session have to inform Mr Jean-Eric de Cockborne by e-mail, fax (+32-2-2965298) or letter **at the latest 24 hours in advance.**

2. GROUNDS FOR EXCLUSION OF TENDERERS

2.1 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) 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.

2.2. Pursuant to Article 45(2) of Council Directive 2004/18/EC and Article 94 of the Financial Regulation, 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.

2.3. Tenderers – including sub-contractors if any - shall provide a declaration on their honour (see **Annex III**), duly signed and dated, stating that they are not in one of the situations referred to in Article 93 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.

2.4. In addition, only 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 a consortium, 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 recently 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) of Article 93(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State concerned.
- 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 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 2.3 and 2.4 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.

2.5. Administrative and financial penalties

By returning the form in Annex III, duly signed, 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 2.1 and 2.2 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.

Administrative or financial penalties may be imposed by the Commission on tenderers who are in one of the cases of exclusion provided for in 2.1 and 2.2 above after they have been given the opportunity to present their observations.

These penalties may consist of:

- a) exclusion of the tenderer from contract and grant award procedures financed by the Community budget for a maximum of five years;
- b) in the payment of financial penalties by the contractor in the case referred to in f) and by the tenderer in the cases referred to in art 2.2 a) and b) above where they are really serious and without exceeding the value of the contract in question.

The penalties imposed shall be in proportion to the importance of the Contract and the seriousness of the misconduct. In detail, and in accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation (OJ L 357/1 of 31 December 2002), these penalties may be as follows:

- (a) Without prejudice to the application of penalties laid down in the contract, tenderers and contractors who have been guilty of making false declarations or have been found to have seriously failed to meet their contractual obligations in an earlier procurement procedure shall be excluded from all contracts and grants financed by the Community budget for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

That period may be extended to three years in the event of a repeat offence within five years of the first infringement.

Tenderers who have been guilty of making false declarations shall also receive financial penalties representing 2% to 10% of the total value of the contract being awarded.

Contractors who have been found to have seriously failed to meet their contractual obligations shall receive financial penalties representing 2% to 10% of the total value of the contract in question.

This rate may be increased between 4% and 20% in the event of a repeat offence within five years of the first infringement.

- (b) In the cases referred to in points a), c) and d) of 2.1, the tenderers shall be excluded from all contracts and grants for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

In the cases referred to in points b) and e) of 2.1 above, the tenderers shall be excluded from all contracts and grants for a minimum of one year and a maximum of four years from the date of notification of the judgment.

Those periods may be extended to five years in the event of a repeat offence within five years of the first infringement or the first judgment.

- (c) The cases referred to in point e) of 2.1. above shall be the following:
- i. 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);
 - ii. 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);
 - iii. cases of participation 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);
 - iv. cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).

3. SELECTION CRITERIA

The following criteria will be used to select the tenderers. If the tender is proposed by a consortium these criteria must be fulfilled by each partner.

Documentary evidence of the tenderers' claims in respect of the below-mentioned criteria is required.

3.1 Professional Information

The tenderer must provide evidence of enrolment (declaration or certificates) in one of the professional or trade registers, in country of establishment;

3.2 Financial and Economic capacity

Proof of financial and economic standing may be furnished by one or more of the following references:

- annual accounts, balance sheet or extracts therefrom where publication of the balance sheet is required under company law in the country of establishment;
- statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous three financial years;

If, for any valid reason, the service provider is unable to provide the references requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate.

3.3 Technical Background

All experts who have a crucial role in implementing the contract are referred to as key experts. The profiles of the key experts for this contract are set out below. It is not necessary that each of these profiles should correspond to a single individual. One expert may have the skills and experience required to cover more than one role in the project. Equally, one role may be divided between two or more experts where the tenderer believes that this will be the most effective way of achieving the desired results. It is recommended that the team proposed by the tenderer should have all the skills and experience described below.

Expertise required:

Key expert 1 - Team leader:

- qualifications and skills: degree in economics, law, or an appropriate social science discipline.
- professional experience: at least 10 years of experience in economic, legal or social science project work, subject to the necessary evaluation and statistical expertise being present, of which at least 5 as team leader.

Key expert 2 - Senior economic expert:

- qualifications and skills: degree in economics,
- professional experience: at least 10 years of experience in economic research industrial and regulatory, and at least 5 years as coordinator or team leader of economic studies. Experience in the media sector would be an asset.

Key expert 3 - Senior legal expert:

- qualifications and skills: degree in law,

- professional experience: at least 10 years of experience in media law and regulation, and, in particular, any experience relating to ownership rules, freedom of expression.

Key expert 4 - Risk expert:

- professional experience: at least 10 years of experience in risk assessment, in an area such as financial compliance, and deep familiarity with the very extensive social science literature on risk, and practical experience of how to apply the techniques.

Other experts:

Researchers able to cover with an appropriate knowledge of the relevant legal and economic situation across the 27 countries covered by the study and potentially others in the pool of expertise that has traditionally made contributions to the media pluralism debate, such as political scientists, persons with media studies/journalist background, etc., subject to their having the appropriate evaluation and statistical expertise.

The tenderer must comply with the following criterion:

- adequate experience in the economic, legal and risk areas as described above and availability of a team capable of carrying out the work required in all the languages and the countries covered by the study.

The contracting authority shall accept the following as evidence of compliance with the above criteria:

- the educational and professional qualifications of the tenderer, subcontractors or any other entity on which the tenderer will rely, and of persons responsible for providing the services in accordance with the requirements described above (e.g. concise but informative curricula vitae);

- a list of the principal services provided in the past 3 years by the tenderer, subcontractors or any other entity on which the tenderer will rely, with indication of the value of the services, dates and commissioning bodies, either public or private;

- staff availability: the tenderer shall provide written confirmation from all experts of their personal availability to carry out the tasks foreseen by the tender. The contractor must ensure that experts are adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision as necessary, to enable experts to concentrate on their primary responsibilities. The contractor's offer should include a commitment to provide adequate resources in order to fulfil these support requirements.

4. Award criteria				
4.1. Technical Criteria				
Offers will be evaluated as follows. Each task listed in the Y-axis will be individually assessed using the award criteria contained in the X-axis. This will generate 4 scores for each task, added together into a sub-total with a maximum of 100%. The final score will be calculated by applying the weightings contained in the Y-axis producing a total score out of 100%.	Understanding of the work to be carried out, to be assessed by the extent to which the potential contractor can demonstrate an understanding of the policy problems identified in sections 1 & 2 that surpasses what is contained in the terms of reference (30 %)	Quality and feasibility of the proposal (i.e. project description (15%), methodology and functionality of the approach (15%)) including the different sets of indicators; and proposals for relating the indicators to the risk-based framework (15%)	Quality of presentation of the offer (5%) and relevance of deliverables (5%), including suggestions for easy handover of results in order to facilitate onward implementation in a future study that would survey Member States	Sound management – work plan, organisation and respect for confidentiality (5%); cost-efficiency relationship and effective use of resources, including field activities (5 %); realistic deadline for completion of tasks (5 %).
• (1) “Policies and legal instruments that support pluralism in Member States” as set out at Part 1, Point 2.2 (1) (20%)				
• (2) “The range of media available to citizens in different Member States” as set out at Part 1, Point 2.2 (2) (20%)				
• (3) “Supply side indicators on the economics of the media” as set out at Part 1, Point 2.2 (3) (25%)				
• (4) “Risk-based framework for the indicators” set out at Part 1, Point 2.2 (4) (35%)				
Minimum attainment per criterion :	Offers scoring less than 50% for any criterion in the X-axis will be deemed to be of insufficient quality and eliminated from further consideration.			
Minimum attainment per criterion :	Offers scoring less than 60% after the evaluation process will be considered to be of insufficient quality and eliminated from the following phase.			

4.2 Price

Tenders must state a total fixed price in euro exclusively. Prices quoted should be exclusive of all taxes.

Only for information, the price must be broken down into the following categories:

(a) Professional fees: must cover all expenditure incurred in the performance of the contract with the exception of those under (b) and (c) below. The labour cost for each category of staff engaged in the project must be specified. The daily rate for labour of each member of staff and the total number of days each member of staff will contribute to the work should be provided.

(b) Travel and Subsistence Costs: In the event of travel being necessary to carry out the duties specified in the tender, the tenderer has to detail all Travel and Subsistence estimated costs.

(c) Other Costs: break down by category (e.g. Workshop)

The European Commission, in conformity with the Protocol on the Privileges and Immunities of the European Community annexed to the Treaty of April 8th, 1965, setting up a single Council and a single Commission for the European Community, is exempt from all duties, taxes and dues.

5. 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 best quality-price ratio, taking into account the awarding criteria listed in point 4. Offers will be evaluated as follows. Each task listed in the Y-axis of the table in point 4 will be individually assessed using the award criteria contained in the X-axis. This will generate 4 scores for each task, added together into a sub-total with a maximum of 100%. The final score will be calculated by applying the weightings contained in the Y-axis producing a total score out of 100%. The qualitative score obtained for the technical criteria will be divided by the total price of the tender

6. 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 status 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 (if any to be selected by the unit) or payments of balances to the contractor in accordance with the terms of the contract.

In addition, a performance guarantee shall be constituted by deduction of 10% from the interim payment. It shall be discharged by payment of the balance.

In drawing up the bid, the tender should take account of the provisions of the Special and General Conditions of the annexed model contract.

7. VALIDITY

Period of validity of the tender: **6** months from the closing date given above.

8. 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.
- Tenderers may not submit bids for only parts of the services required. Variants are not allowed.

9. LIQUIDATED DAMAGES: see article II.16 of the model contract

10. NO OBLIGATION TO AWARD THE CONTRACT

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. 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.

The award of the contract will be in any case subject to the adoption of the relevant financing decision by the Commission.

11. RESULTS AND CONFIDENTIALITY

The results of the service must be forwarded to the Commission of the European Communities in Brussels. Any results or rights, including copyrights and other intellectual or industrial property rights, obtained in performance of the contract, shall be owned by the Commission. Any use of these results or rights will require prior written permission by the Commission.

The contractor's attention is drawn to Art. II.9 of the General Conditions annexed to the draft service contract regarding confidentiality.

12. DISCLAIMER

The following phrase 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.

<p style="text-align: center;">The opinions expressed in this study are those of the authors and do not necessarily reflect the views of the European Commission.</p>
--

ANNEXE I. ADMINISTRATIVE IDENTIFICATION FORM

<u>IDENTIFICATION OF THE TENDERER</u> <i>(to be completed by the tenderer)</i>	
<u>IDENTITY</u>	
Name of tenderer	.....
Legal form of tenderer	.....
Date of registration	.....
Country of registration	.....
Registration number	.....
VAT number	.....
<u>ADDRESS</u>	
Address of Registered Office of the tenderer	..........
When appropriate, administrative address of tenderer for the purposes of this invitation to tender	..........
<u>CONTACT PERSON</u>	
Name	.....
Forename	.....
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager)	
Telephone number	
Fax number	
e-mail address	
Internet address	
Other	

NAMES OF LEGAL REPRESENTATIVES	
And of other representatives of the tenderer who are authorised to sign contracts with third parties	..........
DECLARATION BY THE AUTHORISED REPRESENTATIVE OF THE ORGANISATION⁶:	
<i>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</i>	
Name	.....
Forename	.....
Title (e.g. Dr, Mr, Mrs)	.....
Position (e.g. Manager)	.....
Telephone number	.....
Fax number	.....
e-mail address	.....
Internet address	.....
Other	.....

Date of signature:

SIGNATURE:

.....

6

ANNEXE II

FINANCIAL IDENTIFICATION FORM SPECIMEN FOR THE TENDERER

(to be completed by the tenderer and his financial institution)

The tenderer's attention is drawn to the fact that this document is a specimen, and a specific form for each Member State is available at the following address: http://europa.eu.int/comm/budget/execution/ftiers_fr/htm.

SIGNALETIQUE FINANCIER

TITULAIRE DU COMPTE BANCAIRE	
NOM	
ADRESSE	
COMMUNE/VILLE	CODE POSTAL
PAYS	NUMERO TVA
CONTACT	
TELEPHONE	TELEFAX
E - MAIL	

BANQUE	
NOM DE LA BANQUE	
ADRESSE (DE L'AGENCE)	
COMMUNE/VILLE	CODE POSTAL
PAYS	
NUMERO DE COMPTE	
IBAN (optionnel)	

REMARQUES:

CACHET de la BANQUE + SIGNATURE de l'INTERVENANT DE LA BANQUE (les deux obligatoires)

DATE + SIGNATURE DU TITULAIRE DU COMPTE (obligatoire)

ANNEXE III

EXCLUSION CRITERIA AND NON CONFLICT OF INTEREST FORM

SMART 007A 2007/0002

The undersigned:

Name of the company/organisation:

Legal address:

.....

Registration number:

VAT Number:

Name of the signatory of this form (authorised to represent the tenderer vis-à-vis third parties and acting on behalf of the aforementioned company or organisation)

.....

.....

Declares on his honour that the company or organisation that he 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 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 it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

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) has not been declared to be in serious breach of contract for failure to comply with his contractual obligations subsequent to another procurement procedure or grant award procedure financed by the Community budget.

In addition, the undersigned declares on his honour:

g) that on the date of submission of the tender, the company or organisation he represents and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; he undertakes to inform the Commission without delay of any change in this situation which might occur after the date of submission of the tender;

h) that the information provided to the Commission within the context of this invitation to tender is accurate, truthful and complete.

By signing this form, the undersigned acknowledges that he is aware of the administrative and financial penalties described under 2.3. part II of the specifications, which may be applied if one of the situations described in points a) to h) above arises.

Full name

Date

Signature

.....