

**SPECIFICATIONS
To Invitation to Tender**

Framework contract for the Monitoring of Consumer markets

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I. Preamble

On the 09/05/2009 the Commission has published - in the Official European Journal (reference 2009/S 89-127617)- the call for tender SANCO/2009/B1/009 concerning a framework contract about survey activities on consumer markets.

As the Executive Agency for Health and Consumers (EAHC) will be managing the financial, administrative and potentially any other part of the contract resulting from this tendering process, throughout the contract any phrase referring to "the Commission" should be interpreted as: *The European Commission or EAHC*.

Any approvals, signatures or commitments defined in the contract can thus be done by either the Commission or EAHC. This is valid both in terms of the framework contract and any specific contract deriving from this.

II. TECHNICAL DESCRIPTION

The purpose of this call for tender is to select the best possible contractor to participate in the framework contract for the next 2 years (with two possible renewal for one year each). A separate contract for each specific survey will be concluded following the basic parameters set out in the framework contract.

The framework contract is open to any natural or legal person. Consortia (and subcontracting) will be accepted, but a single contractor must be responsible for coordination through all stages of the work. Bids for the framework contract will remain valid 6 months from the deadline for reception of offers.

II.1. Context of the contract

The Commission has set up a comprehensive monitoring of consumer markets in the European Union in the form of yearly Consumer Markets Scoreboard¹. The Consumer Market Scoreboard is used to indicate which consumer markets might be malfunctioning (i.e. not delivering the desired outcomes for consumers).

The aim of the Scoreboard is to monitor the 50 most important consumer markets across the economy against: prices, switching, consumer complaints, consumer safety and satisfaction.

The purpose of this call for tender is to provide the data (and relevant analysis) to the survey consumer satisfaction part.

¹ Earlier Scoreboards can be seen at: http://ec.europa.eu/consumers/strategy/facts_en.htm

The Commission has previously surveyed consumer satisfaction in 19 markets (11 in 2006 and 8 in 2008)² in considerable detail, covering issues such as transparency, comparability, quality of service and goods, experienced problems etc. These very detailed surveys will not be used in the future in the Scoreboard. Nevertheless the experience gathered by these surveys is relevant.

II.2. Objectives and Content

The aim of this framework contract is to assess consumer experiences and perceived conditions through an annual survey, done by telephone, of a representative number of consumers across the 50³ most important markets in the EU-member states as well as Norway and Iceland if needed. This should allow regular monitoring across markets and countries. Similar exercises have been done in the United Kingdom, Denmark and Norway.⁴ The objective of this framework contract is to procure regularly repeated analysis, reports, datasets and results for all relevant markets in all Member States (plus Norway and Iceland) based on a 5-10 key questions⁵ allowing the Commission to identify which of the markets surveyed indicate malfunctioning from a consumer perspective.

Monitoring of consumer markets for consumer sentiments/attitudes:

The monitoring survey must deliver statistically reliable and comparable results for markets in 27 Member States (plus Norway and Iceland if needed). The survey should allow the Commission to identify markets that are perceived and experienced not to be delivering the desired outcomes for consumers – as well as identifying any particular socio-economic groups that are experiencing particular problems or in other ways diverge from the average. The survey should indicate where consumers feel that there is enough choice, feel confident when purchasing, understand what they are buying, experience problems with the products they have acquired etc.

II.3. Scale and dimension of the exercises

The size of the telephone survey may vary in the number of questions, countries and markets covered - though all 27 Member States will normally be included.

This Framework contract covers EU-countries, but the contractor has to be able to conduct surveys in Norway and Iceland though inclusion of these will be decided on an ad hoc basis.

² Previous reports of the Consumer satisfactions survey's can be seen at:

http://ec.europa.eu/consumers/strategy/facts_studies_en.htm

³ The Commission may change the number of markets covered for the following specific contracts.

⁴ More information is available at these websites:

Denmark: <http://www.forbrug.dk/english/consumer-agency/consumerreport2008/>

Norway: http://www.sifo.no/files/file73831_web-off.pdf

UK: <http://www.berr.gov.uk/files/file48855.pdf>

⁵ See examples in Annex 5. The actual markets surveyed will be decided at a later stage, the price given by the tenderer will reflect a survey done on 50 markets (see Annex 5).

We estimate that the survey will cover 50 predefined markets⁶ with a base of 500 responses⁷ for each market in each of the 27 countries – with the exception of Malta, Cyprus and Luxembourg where the required number of responses is 250⁸. Each respondent must have experience in the market – which means that each respondent must have bought a product or paid for a service within the predefined period stated in Annex 5 (usually 12 months – but longer for specific goods or services).

II.4. The deliverables

The contractor must be able to deliver:

- Planning and conducting of a large scale survey by telephone (see II.5.1 in the technical requirements)
- Analysis of the data-sets including weighing according to market composition (ex-post), according to country size for EU27, EU15, NMS12 and Euro zone averages (Also for EEA-countries if included). This will include comparative analysis of markets, countries and socio-demographic subgroups. (See the requirements in II.5.7)
- Reports, tables and data-sets that are directly usable in the Consumer Market Scoreboard and/or by the Commission more widely. (See the requirements in II.5.9 and II.6.)

II.5. Technical requirements

This section sets out the technical requirements which must be met by the contractor and how these must be covered and clearly described by the tenderer in the proposal. These requirements describe what is required from the **contractor**, whereas section III.5.B (content of tender) describes what is required from the **tenderer** in terms of description and clarification about how the technical requirements are proposed to be met.

II.5.1 Coordination

The **contractor** will have a coordination centre and a network of polling institutes covering the 27 Member States (plus Norway and Iceland). The contractor may also act directly as coordination centre. The polling institutes will be referred to hereinafter as "members of the network". The contractor may not change the coordination centre or change the members of the network without the prior agreement of the Commission. If a member of the network fails to comply with deadlines and/or to meet the necessary quality criteria, his participation in the network must be suspended by the contractor. In any event, (a) the contractor must provide a suggestion for a replacement of the network member concerned; (b) the inclusion of the new network member is subject to approval by the Commission. In all countries, fieldwork will be conducted on the basis of detailed and uniform instructions prepared by the coordination centre. The coordination centre must provide the members of the network with precise coding and data processing instructions, which are to be strictly respected. Interviews must be conducted by

⁶ See annex 5. The Commission may change the number of markets covered in the specific contracts.

⁷ The Commission may change the number of respondents for the specific contracts.

⁸ The same will apply for Iceland if these countries are included.

native speakers of the language of the country/territory concerned. Depending on the countries covered by the survey, the questionnaires must be translated into all the languages used for the interviews. The coordination centre is responsible for obtaining translations of the questionnaires. For language used for interviewing, the network members shall produce an independent translation made by a person who has a requisite minimum experience of survey research. The draft is to be sent to the coordination centre, which must have it translated back into English by someone who is not familiar with the questionnaire, whose mother tongue is English and who has experience of opinion polls.

II.5.2 Codes of Conduct

The **contractor** which will act as the coordination centre and the members of the network must belong to ESOMAR, WAPOR, or an equivalent body, or undertake, on their honour, to comply with the following codes of conduct: ICC/ESOMAR International Code of Marketing and Social Research Practice or equivalent and WAPOR/ESOMAR Guide to Opinion Polls or equivalent.

II.5.3 Coverage

Before each survey the European Commission will decide which of the countries will be covered.

Nevertheless, **contractors** should provide for coverage of each of the 29 countries (27 Member States as well as Norway and Iceland) and all the markets listed and all possible combinations of them. The number of surveys, number of respondents, markets and questions will be determined in the specific contracts after the award of the framework contract. The Commission may also request to have included in specific contracts new markets in addition to those listed in Annex 5. In such a case the contractor will propose a price for a question unit in this market calculated according to the methods proposed in its tender and the Commission can then choose to approve or reject the offer.

The travel and organisation costs for meetings convened to prepare a survey within this contract and/or finalise the questionnaires, meet with network members etc. may not be the subject of any additional invoices.

II.5.4 Telephone survey

The **contractor** will conduct the survey by telephone – fixed and mobile. Surveys done within this framework contract must be conducted primarily using computer-assisted telephone interviewing (CATI). The interviews must be conducted as far as possible in the evenings and at weekends in order to ensure proper representation of those sub-groups of the population which would otherwise be difficult to reach. Contractors must also assess the mobile telephony situation both centrally and in each country covered by the contract. They should ensure that interviews are done proportionally to the assessed split between mobile and fixed lines in each country covered.

II.5.5 Sampling and Representativity

The **contractor** will ensure that the respondents are selected at random. Procedures for random selection of respondents must be available for each country surveyed. They should not be dependent on the interviewer's decision and must be checked by the network member responsible. They must be as identical as possible from one country to the next, in order to ensure the necessary level of functional equivalence. No other method than random sampling can be

used. However for markets with less frequently purchased products and services (exclusively Low Purchase Frequency (LPF) – see Annex 5) other methods may be approved by the Commission – but only in cases where it is demonstrated to be practically impossible to procure a reasonable number of respondents by random sampling. If other methods are to be used these must be submitted to the Commission before a survey is implemented and explicitly approved by the Commission before any such activities can be undertaken. In any case the contractor will ensure a sample of 500⁹ respondents.

The **contractor** will ensure that for each country covered by the Framework contract surveys, samples must be representative of the market to be covered. The contractor is responsible for the representativity of the sample. The contractor must apply weightings to establish maximum representativity. A new sample is to be put together for each separate survey within the Framework contract. Only one interview may be conducted per telephone number dialled for the survey.

The **contractor** will ensure that the (overall) sample (for all markets) should be representative in terms of the socio-demographic questions – Age, gender, education, occupation, geographic location and internet access (at home) – to the extent possible within the markets chosen for the monitoring.

The **contractor** will ensure that regional data can also be analysed¹⁰. As such the region needs to be recorded for each of the respondents. A clear plan for the coverage of regions must be presented by the contractor and approved by the Commission before fieldwork commences.

II.5.6 Length of interviews

To ensure proper data quality and reliable results the length of the phone interviews should be appropriate. The specific maximum length of the interviews should be defined clearly by the **contractor**. Where specific contracts are awarded the interview length will be subject to approval by the Commission. As the maximum limit no more than 40 questions units can be asked to the same respondent (not including identification and socio-demographic questions).

II.5.7 Data and weighting

The **contractor** is responsible for proper coding of the raw data, data cleaning, and proper weighting of the raw sample to maximise representativity (in the sampling area) and at national/local level.

The minimum weighting requirements are set out below:

- The weighting should be based on population data to the extent possible (as respondents for the markets covered may not be representative for the public at large). As a minimum, sex, age, region must be taken into account in the process of surveying. The most important factor is that the sample in each market is representative for that market.

⁹ With the exception of Malta, Cyprus and Luxembourg where the required number of responses is 250. The same applies to Iceland if included. As previously mentioned this may change for the specific contracts.

¹⁰ This will apply broadly, but be most important for relatively larger countries which has clearly distinguishable regions (for example Germany and Spain)

- For the total sample, a weighting factor must be established which gives each country a sample size proportionate to the total sample size based on the number of consumers who have bought a good or service on the relevant market. Breakdowns must be available for EU27, EU15, NMS12 and Eurozone (EA16) averages (Also for Iceland and Norway if included).

As well as delivering the full raw data-set in an appropriate format (SPSS or STATA) the contractor must keep the data for 1 year after the end of fieldwork. The contractor will ensure that the data is then deleted/destroyed.

II.5.8 Timing

The **contractor** will deliver timetables which must include preparation as well as delivery of initial and full results. No specific contract can run for longer than 10 months. The time from an approved questionnaire to the moment the fieldwork begins may be no longer than 1 month. The time for fieldwork shall be no longer than 3 months and the delivery of all deliverables shall be no longer than 2 months after finalisation of the fieldwork.

II.5.9 Reports

The **contractor** will deliver a comparative analysis of markets, countries and socio-demographic variables. As a general rule, written reports must analyse the data from all the countries surveyed. However, where necessary, the Commission may request national reports to analyse the situation in a particular or a number of countries. Reports should be clear, readable, checked by a native English speaker and presented in a standard format delivered by the contractor and approved in advance by the Commission. The contractor will also include a technical part in the final report for any specific contract. This report should contain an assessment of the issues listed below and not be merely descriptive.

The technical part should contain at least the following elements for each country for telephone interviews:

- number of interviews planned
- number of telephone numbers dialled
- number of telephone numbers reached
- number of calls per contact
- number of people contacted and selected (total)
- number of interviews completed in full
- number of interviews completed in part (terminated during the interview)
- number of refusals (as a percentage of the number of people contacted)
- response rate (as a percentage of the number of people contacted).

All rights relating to the survey data, analysis and reports and those relating to reproduction and publication will remain the property of the European Commission. No document based in whole or in part upon the work undertaken under this contract may be published without the prior written approval of the European Commission. (See also section II.6 Reporting Requirements for a more specific description of the content of reports).

II.5.10 Presentations

The **contractor** will present the data (also in public) upon request from the Commission and be available for answering basic questions by the Commission or other stakeholders. This obligation is in force for a period of up to two years after the final payment of any specific contract. The obligation does not include further analysis by the contractor. The point of this obligation is to ensure that the Commission can request clarifications on the method used for the survey – in case this should become unclear after the end of the specific contract. The number of presentations are planned to be no more than 3 and primarily in the Brussels area.

II.5.11 Questions and questionnaires

When implementing the contract the **contractor** must be able to implement a number of question units in the survey ranging from 5 to 10 (subject to a corresponding variation in price – as reflected in the price quotations in Annex 5). Socio-demographic questions should be included in addition to the core questions. These socio-demographic questions will not be invoiced. All prices must reflect inclusion of these socio-demographic background questions for each respondent – there will be no funds allotted separately to this and these questions will not count as question units when estimating the price for future contracts. If more than 7 socio-demographic background questions (including regional attribution) are included they can however be counted as question units as all other questions. Furthermore the "screening" question to identify whether the respondents have used a certain market in the last 12 months (or more according to the list in Annex 5) is not included in the 5-10 questions as this is seen as part of identifying the sample. Therefore this question will not be invoiced but must be included in the overall price. The Commission reserves the right to amend the questions during the specific contract. The contractor will be responsible for designing new questions or improving existing questions, following instructions and/or drafts provided by the Commission. The contractor will ensure that the questionnaires are piloted in each of the participating countries to improve the questionnaire before it is run full-scale. If the contractor thinks that a particular aspect of the questionnaire cannot be used as it stands for technical or ethical reasons, it must inform the Commission accordingly. The Commission will then take a decision on the matter. When assessing the length of questions, a model will be used to assess the questions in terms of question units. See annex 8.

Questions will as a general rule be identical for all markets surveyed to ensure comparability, but some filtering, adaptations and specific questions for specific market can occur as well as possible overall distinction between questions for services and goods markets. As described in Annex 8 splitting (or filtering of questions) does not increase the price. However adding extra questions for particular markets can increase the price (this potential increase will be derived from the formula described in Annex 5).

II.6. Reporting requirements

For each of the deliverables under a specific contract, the work carried out by the Contractor will be the subject of the following reporting obligations, and of supplementary reporting requirements that may be laid down in the specific contract.

- a) A detailed work plan with schedule and milestones shall be presented by the contractor during the kick-off meeting. The contractor will produce monthly progress summaries describing the status of the work (summarising what has been achieved/not achieved, describing the tasks to be performed during the next month, corrective actions taken in case of a delay). If necessary the contractor may propose a revision of the work schedule for the Commission's approval. The Commission may organise meetings with the contractors as and when necessary. The contractor will produce minutes of any meeting within 3 working days for the Commission's approval.
- b) An interim mid-term report must be sent to the Commission no later than a month after the fieldwork has been completed. This must include the final methodology, the results obtained so far, describe any problems, challenges or findings in relation to the fieldwork process that will affect similar future surveys in this field. This report will also set out the detailed plan for the remainder of the period. The documents will be submitted in electronic and paper form.
- c) A draft final report, containing a description of the work carried out and the results obtained in execution of the specific contract accompanied by an executive summary, shall be submitted within the deadline indicated in the specific contract. The documents will have to be submitted in electronic and paper form.
- d) Data tables in excel-format specifying the findings for each market and each county as well as breakdowns for the overall findings from EU27, EU15, EA16 and NMS12 (plus EEA countries if included). These must be delivered at the same time as the draft final report.
- e) Full datasets from the fieldwork in an appropriate format (SPSS or STATA). The dataset(s) must be delivered at the same time as the draft final report.
- f) In the absence of any comments from the Commission within 45 days of its receiving, any of the documents specified in a), b), c) above, the documents are deemed to be approved by the Commission.
- g) In case of non-approval by the Commission, the Contractor will have 30 days to revise the report in question following the Commission's written observations and to submit a revised version of the report to the Commission for its approval. The approval/revision process may be repeated if the Commission considers it necessary or useful.
- h) 10 hard-copies of the final report and the data tables are to be submitted within two weeks of receiving the Commission's approval.
- i) The final reports shall be drafted in English, and the executive summary shall be available in English, German and French. The data tables and data sets shall be delivered in English.

Any document/data collected or created in electronic format in the context of this work will be the property of the Commission and will be delivered at the end of the contract to the Commission on CD-ROM.

II.7. Volume of the Contract

The awarding of the framework contract does not oblige the Commission to award specific contracts. However, prospective tenderers may consider the following scenario as a possible indication of the volume of the work to be contracted under the present call:

- ❖ 1-2 specific contracts per year

The maximum amount payable under the framework contract over two years is 5.000.000€
The Commission does however estimate the amount being available for this work to be roughly 2.600.000€ (1.300.000 pr. year)

II.8. Nature and duration of the Framework Contract

This contract follows the Single provider framework contract. The Commission will conclude a Framework Contract with only one contractor. The FWC will state the general contractual terms, including technical, administrative, financial and legal. These terms will refer to commercial relations between the Commission and the contractor and will apply during the period of validity of the FWC.

The model framework contract, which will apply to this call for tenders, is provided in Annex 7. Tenderers must declare that they accept it and must take it under consideration when preparing their tender.

The framework contract will be concluded for a period of 24 months from the date of signature. The framework contract may be renewed up to a maximum two times, each time for a period of up to 12 months.

II.9. Specific contracts under the Framework Contract

- The Framework contract does not constitute an order. Each survey will be the subject of a specific contract between the Commission and the contractor. Orders placed by specific contracts will follow the procedure described in Annex 6.

III. ADMINISTRATIVE DETAILS

III.1. General terms and conditions

Submission of a tender implies that the Contractor accepts all the terms and conditions set out in these specifications (including the annexes) and waives other terms of business that does not comply with these specifications (including annexes).

Changes to tenders will be accepted only if they are submitted on or before the final date set for the submission 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.

Once the Commission has received the tender, it shall become the property of the Commission and the Commission shall treat it confidentially.

The Framework Contract will not confer on the Contractor any exclusive right to provide the services described in this call for tender to the Commission.

The contractor will be fully responsible for all aspects (technical, economic, financial and legal) of the contract concluded with the Commission.

The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks. This equally applies to the members of the network.

Payment periods

Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

Interim payment:

Requests for interim payment by the Contractor in accordance with the instructions laid down in Annex 6 shall be admissible if accompanied by:

- an interim technical report as described in section II.6.
- the relevant invoices, indicating the reference number of the Contract and of the order or specific contract to which they refer.

provided the report has been approved by the Commission. The Commission shall have forty-five days from receipt to approve or reject the report, and the Contractor shall have 45 days in which to submit additional information or a new report. Within 30 days of the date of receipt of the relevant invoice an interim payment equal to 40 % of the total amount referred in the relevant specific contract shall be made.

Payment of the balance:

The request for payment of the balance of the Contractor shall be admissible if accompanied by

- the final report and all outstanding deliverables in accordance with the instructions laid down in Annex 6
- the relevant invoices, indicating the reference number of the Contract and of the order or specific contract to which they refer.

provided the final report and all deliverables has been approved by the Commission. The Commission shall have forty-five days from receipt to approve or reject the report, and the Contractor shall have 45 days in which to submit additional information or a new report. Within 30 days of the date of receipt of the relevant invoice payment of the balance corresponding to the relevant invoices equal to 60% of the total amount referred to in the relevant order or specific contract shall be made.

III.2. No obligation to award the Contract

- Fulfilment of adjudication or invitation to tender procedure shall not involve the Commission in any obligation 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 liable in the event of its deciding not to award the contract.

III.3. Joint tenders

Applications may be presented by a single legal entity or by a lead applicant in a consortium. In the case of a joint bid the tenderer(s) must stipulate the role, qualifications and experience of each service provider and, where relevant, the monitoring and contractual agreements that exist between them. The lead applicant must be clearly identified as such. If awarded a contract, the lead applicant would have to be the signatory of the framework contract/ specific contracts (the person authorised to sign on behalf of this legal entity) and will remain responsible for both the technical and financial implementation/ management of the contract (hereafter understood as both the framework contract and specific contracts) throughout its duration.

Furthermore, there should be a person from the signatory contractor who is designated as the main point of contact for all communication with the European Commission services and who has the responsibility to coordinate with the other members of the consortium. Under no circumstances can the European Commission services be obliged to contact other members of the consortium in order to have its requests for information etc. fulfilled.

The Declaration of honour with respect to the exclusion criteria (Annex 4) also applies to consortia members and has to be signed by them. The Commission will request these documents during the evaluation / before the awarding of the framework contract.

The contracting authority reserves the right to validate the proposed consortia member and is entitled to demand that not only the tenderer but also any consortia member proposed will present evidence of their compliance with the requirements regarding technical and professional capacities.

III.4. Subcontractors

Subcontracting is permitted subject to the following conditions:

In all cases of subcontracting, the contractor shall be bound by its obligation to the Commission under the contract.

- Tenderers must indicate in their offers the amount of the contract (if any) that they intend to subcontract to third parties, as well as the identity and availability of the potential subcontractor(s). The contractor will not subcontract to third parties not identified in the offer as potential subcontractors without prior written authorisation from the Commission;
- the contractor shall not cause the contract to be performed in fact by third parties;
- the contractor shall ensure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the contract.

The selected tenderer/ applicant must ensure that approved (accepted) subcontractors are aware of the entirety of their obligations as provided for in the conditions which govern the contract the tenderer has signed. The contractor will be held responsible for any breach of these obligations where they are performed by their said subcontractors to which they maintain full responsibility for throughout the duration of the contract and beyond.

The Declaration of honour with respect to the exclusion criteria (Annex 4) also applies to subcontractors and has to be signed by them. The Commission will request these documents during the evaluation / before the awarding of the framework contract.

The bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks identified to them as well as their acceptance of the terms and conditions of the services entrusted upon them.

Furthermore, the contracting authority reserves the right to validate the proposed subcontractor(s) and is entitled to demand that not only the tenderer but also any subcontractor proposed will present evidence of their compliance with the requirements regarding technical and professional capacities.

III.5. Content of the tender

All tenders must be presented in three sections:

a. Administrative proposal

The tenderer shall provide the following:

- A tender submission form (see Annex 1), proof of enrolment (certificates) in one of the professional or trade registers, in country of establishment;
- If the tenderer is a natural person; she/he will be required to provide proof of her/his status as a self-employed person. To this end she/he must supply details of her/his social security cover and situation with regards to VAT regulation; (Annex 3)
- A declaration of the candidate's eligibility; certifying that he/she is not in one of the situations listed in articles 93 and 94 of the Financial Regulation of the European Communities (Official Journal L 248 of 16/09/2002) (see annex 4). Please note that the tenderer to whom the contract will be awarded shall provide this declaration before the signature of the contract;
- Documents relating to the selection criteria (see section IV.2.a, Financial and Economic capacity)

b. Technical proposal

Tenderers shall include a description of the methodology (for planning, preparing and executing the survey)

This will include arrangements for quality assurance and peer review, evaluation processes of outcomes and quality standards. The tenderer should give indications on the theoretical background used, the methodology used in the work that will be undertaken, its appropriateness for this purpose. It should also give indications on the reliability and validity (statistically and/or otherwise) of the data.

For each of the following points, where relevant, the prospective tenderers shall explain in particular how long each of the following tasks will take to be carried out, how they are prepared, how these tasks integrate, how quality standards and participation by consumers will be ensured and which arrangements and methods will be in place to ensure full, timely and effective delivery and follow-up. Apart from this generic information the specific information requested for each point must also requested in the tender. Each section reflects a section in the technical requirement (referred to in brackets) and it is furthermore defined whether the description will be part of the selection or award criteria.

This list sets out the technical requirements that must be covered and clearly described by the tenderer:

Coordination (II.5.1 in Technical requirements)

The **tenderer** should clearly describe the network, name the participating members of the network and prove their experience as well as their own (Selection criteria). Describe the translation procedures and procedures used to instruct the interviewers and ensure comparability across countries (Award criteria).

Codes of Conduct (II.5.2 in Technical requirements)

The **tenderers** should state which code of conduct they follow and which codes of conduct each consortia member/subcontractor adheres to if different from the tenderers (Selection criteria).

Coverage (II.5.3 in Technical requirements)

The **tenderers** should describe how they ensure capacity to cover the markets listed in Annex 5 and the countries mentioned above (Selection criteria). They should also indicate the methods used by the contractor to assess the price of new markets (Award criteria).

Telephone survey (II.5.4 in Technical requirements)

Tenderers should demonstrate the competencies to assess the split between mobile and fixed phone usage and to conduct a CATI-survey on the basis of this (Selection criteria). Also the tenderer should describe the general interviewing times of day specific to each country if diverging (Award criteria)

Sampling and Representativity (II.5.5 in Technical requirements)

Tenderers should specify precisely, the sources from which they will procure the samples and their sampling methods. If other methods than random sampling will be used to procure the samples (only for LPF markets – see Annex 5) this should be clearly stated by the tenderer when bidding for the framework contract (Award criteria).

The **tenderers** will demonstrate how they intend to ensure the highest representativity of the sample(s) taking into account that the markets users may not be representative for the population (Award criteria).

The **tenderer** will describe how coverage of relevant regions can be achieved (Award criteria).

Length of interviews (II.5.6 in Technical requirements)

The **tenderer** will describe how the length of questionnaires is kept reasonable for the respondents to ensure the best and most accurate results. The tenderer will commit to a specific maximum number of questions units that a respondent can be asked – though no more than 40 (Award criteria).

Data and weighting (II.5.7 in Technical requirements)

The **tenderer** will describe how the processes of coding, cleaning and weighting the data in a way that ensures the best possible reliable and valid results. Especially the question of representivity within markets needs to be described thoroughly (Award criteria).

Timing (II.5.8 in Technical requirements)

The **tenderer** will describe an example of a work-process for a specific contract with indicative timing to an extent that will allow the Commission assess whether the prescribed timing can be met. The example for timing must follow the second example for the pricing (500 respondents, 50 markets, 29 countries, 10 questions units)(Award criteria).

Reports (II.5.9 in Technical requirements)

The **tenderer** should include an example for a model structure for a final report to be assessed by the Commission (Award criteria). (See also section II.6 Reporting Requirements for a more specific description of the content of reports).

Presentations (II.5.10 in Technical requirements)

The **tenderer** will commit to the terms of being available for follow-up questions (not requiring additional analysis) and for presentations of their work after the contract has ended for at period of 2 years. (Award criteria).

Questions and questionnaires (II.5.11 in Technical requirements)

The **tenderer** will describe the method for assisting the Commission in designing the questionnaires and improving existing ones, piloting as well as setting out the practical method for interviews – taking into account the length of interviews (I.5.6) and accounting for the approximate design of questionnaires (identification, socio-demographic and core questions) to one average respondent. (Award criteria)

c. Financial proposal

- All tenders, including for the countries which do not form part of the euro zone, shall quote the price in euro using the template in Annex 5. For the tenderers of the countries which do not form part of the euro zone, the amount of the offer cannot be revised because of exchange rate movements. The choice of exchange rate belongs to the tenderer, who assumes the risks or opportunities associated with these exchange rate movements.
- Prices are fixed and not subject to revision until the end of the contract period. If the contract is prolonged beyond the 2-years initial period pricing is subject to adjustment following the standard procedure described in IV.7.
- The price quotation must be signed by the tenderer or his duly authorised representative.
- The price must be quoted free of all duties, taxes and other charges, including VAT, as the Communities are exempt from such charges under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). 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. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderer's responsibility to contact his national authorities to clarify the way in which the European Community is exempt from VAT.

The **contractor** will adhere to the price quotations given in this tendering process for all subsequent work delivered. The price quotations in the financial proposal (Annex 5) are binding for the first 24 months of the Framework contract (Revision of prices – see IV.7.)

The **tenderer** will provide a price quotation for conducting 500¹¹ interviews with less than 5 and 5-10 questions (plus 7 background questions pr. respondent and identification questions) for consumers with purchase experience in the market - in all 27 member states (plus Norway and

¹¹ With the exception of Malta, Cyprus and Luxembourg where the required number of responses is 250. If Norway and Iceland is included the same applies to Iceland.

Iceland) for each of the markets seen in Annex 5. The tenderer will give a price quotation by filling out all the tables in Annex 5.¹²

Please note that the technical offer must not contain any reference to amounts that could indicate the price offered by the tenderer (Only Annex 5 can have the price offered).

IV. AWARD OF THE CONTRACT

Tenders will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract will be carried out in three successive stages. Only bids meeting the requirements of the previous stage will be examined in the following stage.

Variants are not permissible. Meaning that the Commissions is awarding this contract on the basis of fulfilling the exact specifications rather than alternative technical or financial solutions. Submitted variants will not be considered.

The aim of each of these stages is:

- Stage 1 (exclusion criteria): to check, whether tenderers can take part in the tendering procedure (see annex 4)
- Stage 2 (selection criteria): to check whether tenderers possess the required technical and professional capacity as well as the economic and financial capacity ;
- Stage 3 (award criteria): to assess tenders and ascertain the best offer.

IV.1. Exclusion criteria

The tenderer must declare that the company or organisation that he/she represents/ he/she:¹³

- 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

¹² Note that the number of markets, the number of respondents and the number of questions may be amended by the Commission for specific contract under this framework contract. Specific prices for specific contracts will be established using the price quotation from the tenderer and applying the formula in Annex 1.

¹³ 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.

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 tenderer must declare 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 above¹⁴.

Tenderers or their representatives must fill in and sign the form in Annex 4 to these specifications and include them in the tender (this obligation also applies for consortia members and

¹⁴ 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.

subcontractors – though this additional documentation is specifically requested by the Commission only for the successful tenderer before signature of the contract). By completing this form, tenderers:

- state whether or not they are in one or more of the situations described in the form;

and

- agree to submit to the Commission before signature of a contract, those certificates or documents demonstrating that the tenderer is not in any of the situations described under points (a), (b), (d) and (e) above

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.

IV.2. Selection criteria

Only those tenders fulfilling all the selection criteria will be examined in the light of the award criteria. The selection criteria are set out below:

The tenderer must indicate in which Country it has its headquarters or domicile and present the supporting evidence normally acceptable under its own law (see Annex 1).

Moreover, the tenderers are requested to:

- indicate their VAT number (see Annex 1);
- indicate the name and position of the person authorised to sign the contract (see Annex 1);
- indicate their account number and bank address (R.I.B. or standard form in Annex 2);
- for natural persons, the standard form in Annex 3 must also be completed and returned.

The tenderer must give proof of enrolment in the relevant professional or trade register, as prescribed in the tenderer's country of establishment.

a. Financial and economic capacity

Tenderers will provide sufficient information to satisfy the Commission of their financial standing and more particularly but without prejudice to the generality of the foregoing that they and any subcontractors do have the necessary resources and financial means to carry out the work that is subject of the tender.

The Commission shall have sole discretion to judge the adequacy of tenderers financial standing and where it considers this insufficient the right to reject any offer, to accept an offer subject to any advance or stage payments being deferred until the work has been completed or to ask the tenderers to provide a guarantee. Submission of a tender implies acceptance that the Commission's decision will be final and that it will not enter into negotiations with tenderers on this subject.

The evidence to prove financial and economic capacity can take the form of one or more of the documents mentioned below:

1. Proof of economic and financial capacity may be furnished by one or more of the following documents:
 - 1.1. appropriate statements from banks or evidence of professional risk indemnity insurance;
 - 1.2. the presentation of balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;
 - 1.3. a statement of overall turnover and turnover concerning the services covered by the contract during the last three financial years.

If, for some exceptional reason which the contracting authority considers justified, the tenderer or candidate is unable to provide the references requested by the contracting authority, he may prove his economic and financial capacity by any other means which the Commission considers appropriate.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

Under the same conditions, a consortium may rely on the capacities of members of the consortium or of other entities.

b. Technical and professional competence:

Each tenderer shall provide evidence that¹⁵:

- a) it (and its members in the case of a consortium) possesses previous solid experience (minimum 5 years) in the areas covered by this call for tenders, OR it has (or is capable of putting together) a team with reliable experience (minimum 5 years) in all areas covered by the tender. In either case a thorough description of the network is required.
- b) it can provide coverage of all 27 Member States (plus Norway and Iceland) and of all 50 markets (See II.5.3. in the technical requirements and the corresponding section in III.5.B)
- c) The tenderer specifically has to prove at least 3 years experience with designing, conducting, analysing and reporting on quantitative large scale surveys conducted simultaneously (with more than 500 respondents in each country) in the 15 Member States;
- d) It adheres to the relevant codes of conduct (See II.5.2. in the technical requirements and the corresponding section in III.5.B)

¹⁵ Any of this documentation can also be requested by the Commission to be supplied for any or all of the subcontractors.

- e) It has the competencies to assess the split between mobile and fixed line phone usage and to conduct a CATI-survey on the basis of this (See III.5.4. in the technical requirements and the corresponding section in III.5.B)

Evidence of the technical and professional capacity of economic operators should be furnished on the basis of the following documents:

- the educational and professional qualifications of staff from the tenderer, and its members and subcontractors as appropriate, in particular, those of the tenderer's managerial staff and those of the persons responsible for providing the services
- A list, of the references of the organisation of similar surveys and analytical work, a list of relevant principal studies, services contracts, consultancy work, surveys, publications or other work previously carried out during the past three years, indicating the name of the client, duration of the project, value of the assignment, specific topic of the project, and stating which, if any, were done for the European Commission.
- description of the technical equipment and tools to be employed by the firm for performing the service of quality (including the CATI-system);
- a statement of the average annual manpower and the number of managerial staff of the service provider or contractor in the last three years;
- a clear description of the following:
 - The network
 - The codes of conduct that the tenderer adheres to
 - Methods for assessing the national split between fixed and mobile phones.

Tenders from consortia of firms or groups of service providers must specify the role, qualifications and experience of each member and clearly distinguish the different firms. When using subcontractors it should equally be specified which role each subcontractor has and clearly distinguish the different firms from each other and the contractor. As previously mentioned the Commission can also request information on the qualifications and experience of the subcontractors.

IV.3. Award criteria

The contract will be awarded to the tenderer whose offer presents the highest quality/price ratio. The quality of tenders will be assessed on the basis of the following criteria. The estimations of prices for carrying out surveys for the markets are considered as binding for future work within the Framework contract.

Technical evaluation criteria as weighted by percentage

N°	Award Criteria	Weighting
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1	<p>Quality, clarity, and efficiency of organisation of the work proposed</p> <p>Reflects the management of the projects, adherence to the prescribed time schedules and the coordination of the survey work. This includes to the following points described in the technical requirements:</p> <p><u>I.5.1 Coordination (part concerning translation, interview instructions and cross-border comparability)</u> <u>I.5.8 Timing</u></p>	<p>30</p> <p>(threshold: 20)</p>
2	<p>Methodology</p> <p>Reflects the use of relevant methodologies to conduct the survey in terms of coverage, sampling, data, incidence issues etc. to ensure the best possible outcome of the monitoring. This includes the following points in the technical requirements:</p> <p><u>I.5.3 Coverage (price assessment for new markets)</u> <u>I.5.4 Telephone survey</u> <u>I.5.5 Sampling and Representativity</u> <u>I.5.6 Length of interviews</u> <u>I.5.7 Data and weighting</u> <u>I.5.10 Presentations</u> <u>I.5.12 Questions and questionnaires</u></p>	<p>45</p> <p>(threshold: 30)</p>
3	<p>Analysis and reporting on findings</p> <p>Assesses the tenderers analysis and ability to communicate results in a way that corresponds to the needs of the Commission. This includes the following points in the technical requirements:</p> <p><u>I.5.9 Reports</u> <u>(II.6. Reporting requirements)</u></p>	<p>25</p> <p>(threshold: 15)</p>
Total number of points		<p>100</p> <p>(threshold: 65)</p>

Since assessment of the tenders will be based on the quality of the proposed services, tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will result in a low score. In addition, if certain essential points of these specifications are not expressly covered by the tender, the Commission may decide to give a zero mark for the relevant qualitative award criteria.

Having examined the tenders from a technical point of view, the evaluation committee will consider the economically most advantageous offer taking into account **only those tenders that have obtained at least 65 out of the 100 points that are available for the technical quality of the bid. Furthermore a minimum threshold of 20 points must be achieved in award criteria 1, the threshold for criteria 2 is 30 and threshold for criteria 3 is 15 - for the tenderer to come into consideration.** The evaluation committee will then proceed with the financial comparison of the tenders retained for further consideration according to the ranking procedure below (section IV.4).

IV.4. Ranking of the tenders and award of the contract

The bid offering the best value for money will be chosen. Best value for money will be calculated as follows:

The number of quality points scored by each tender is divided by the price as resulting from the total (in Annex 5 = $(A1+A2)/2$) to obtain the quality/price ratio. The award of the contract will be made to the tenderer with the highest ratio.

Price

The overall price, the price of a questions unit in markets is to be filled out by the tenderer in Annex 5.

IV.5. Information for tenderers

After the award decision has been taken, the Commission will inform tenderers of the outcome of the procedure, including the grounds for any decision not to award a contract or to recommence the procedure.

IV.6. Revision of prices

Prices shall be fixed and not subject to revision for implementation during the first 2 years of duration of the Contract.

If the contract is renewed, 80% of each price may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed. The Commission shall purchase on the basis of the prices in force on the date on which orders or specific contracts are signed. Such prices shall not be subject to revision.

The revision shall be determined by the trend in the harmonised consumer price index published by the Publications Office. This index is published in the monthly bulletin of the Statistical Office of the European Communities (Theme 2 - Economy and Finance, Collection Detailed tables, Money, finance and the euro: Statistics). <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left(0,2 + 0,8 \frac{Ir}{Io} \right)$$

where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month in which the validity of the tender expires;

Ir = index for the month of receipt of the letter requesting a revision of prices.