

TENDER SPECIFICATION – TENDER N° AGRI-2009-EVAL-07

TITLE:

Marketing standards in the fruit and vegetable sector

Explanatory Note:

For the purposes of this Call for Tender, DG AGRICULTURE AND RURAL DEVELOPMENT (hereinafter referred to as DG AGRI) is the Contracting Authority for the European Commission.

In the following tender specification, the term “service provider” refers to *any natural or legal person or public entity or consortium of such persons and/or bodies* which offers to provide the services requested. The term “economic operator” includes a “service provider”. An “economic operator” who has submitted a tender, is referred to as a “tenderer”.

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N.B.: The above Sections 1 to 5 inclusive will constitute the basis of Annex I, “Tender Specifications”, of the future Contract, if and when awarded.

1. PURPOSE OF THE CONTRACT

1.1. Context of the study

The first European marketing standards were established in the early 1960s in order to facilitate free movement within Europe and to keep products of unsatisfactory quality off the market, to guide production towards meeting consumers' requirements, to facilitate trade based on fair competition, and to help improve the profitability of production. They were preceded by United Nations initiatives in place since 1951 (Geneva Protocol on fresh fruit and vegetables intended for international trade) and, even earlier, national rules in several countries.

In the context of the 2007 reform of the fruit and vegetable sector, it was decided to introduce a general marketing standard¹ and repeal a number of specific marketing standards for fruit and vegetables. This was regarded as a major element in the Commission's efforts to rationalise and simplify the rules and to reduce administrative procedures.

The Commission has now repealed 26 of the 36 specific marketing standards for fresh fruit and vegetables and maintained the specific marketing standards for 10 families of products (apples, citrus fruit, kiwi fruit, lettuces, peaches and nectarines, pears, strawberries, sweet peppers, table grapes and tomatoes). The 10 families of products represent approximately 75% of intra-community trade. However, a general marketing standard for most fresh fruit and vegetables has been introduced to make sure produce is only marketed if "sound, fair and of marketable quality". The Regulation also makes provision for Member States to exempt from the specific marketing standards products presented for retail sale to consumers for their personal use and labelled "product intended for processing" (or any other equivalent wording). This Regulation was published in the Official Journal of the European Union on 13th December 2008 and will apply from 1st July 2009².

Up till now, marketing standards have been considered as tools to facilitate and ensure the transparency of the market operation. Their abolition has given rise to major concern: fears have been expressed that there will be a general decline in the quality of European products, greater pressure on producer prices due to an increased offer on the market, less transparency as market prices will not be as comparable as before and the risk of further proliferation of heterogeneous private standards³.

On the other hand, beyond the aim of rationalising and simplifying the rules, in the context of the current economic downturn lower prices and a wider choice of products available for consumers (including undersized or misshapen but sound fruit and vegetables) are arguments in favour of repealing specific marketing standards.

¹ The general marketing standard covers the 72 fruit and vegetables listed in Part IX of Annex 1 of Regulation (EC) 1234/2007 excluding fruit and vegetables covered by specific marketing standards and non cultivated mushrooms, capers, bitter almonds, shelled almonds, shelled hazelnuts, shelled walnuts, pine nuts, saffron.

² Commission Regulation (EC) No 1221/2008, OJ L336, 13.12.2008, p.1.

³ By private standards, we understand any Quality Certification Scheme established by any operator of the supply chain as well as any contractual condition related to quality agreed between buyers and sellers.

In addition, costs arising from compliance with marketing standards, such as extra grading costs, may be reduced by cutting the number of specific marketing standards.

Another issue is the reduction of administrative costs for Member States and the Commission. In the current difficult budget context, Member States are seeking to maximise the cost effectiveness of their activities and develop synergies with other controls, such as those related to food safety and quarantine.

1.2. Purpose of the study

This study has two objectives: first, to determine to what extent specific marketing standards for fruit and vegetables in the EU are useful for producers, traders, packers and retailers and, second, to assess the validity of the arguments against or in favour of repealing specific marketing standards.

1.3. Sponsor and user of the study

The Commission's Directorate-General for Agriculture and Rural Development is the commissioning body of this study, which will be used as a basis for policy reflections. The study will be followed by a steering group.

2. TASKS TO BE PERFORMED BY THE CONTRACTOR

2.1. Scope of the study

2.1.1. Reference period

The study will comprise two parts, which refer to two different reference periods:

- the main study (questions Q1 – Q4, section 2.2.2.1), which will examine the 9 month period following the repeal of the marketing standards (1 July 2009). Findings will be compared with the situation before 1 July 2009;
- a case study (Q5, section 2.2.2.2), which will examine and compare the market situation before and after 1 May 2004.

2.1.2. Product coverage

The following four products have been selected for the study; they have been chosen for the reasons described:

- Apples: the main EU producer is a new Member State and apples are a "long life" product. The specific marketing standard for apples remains in force with the new Commission Regulation (EC) No 1221/2008. This product will be used in the case study (please see section 2.2.2.2).

- Mushrooms: the market is still managed through quantitative import limitations (of canned mushrooms). The specific marketing standard for mushrooms will be repealed on 1st July 2009.

- Carrots: non-conformity with the standard for this product is high and this product is consumed directly in many Member States. The specific marketing standard for carrots will be repealed on 1st July 2009.

- Melons: this product is present on the market all the year, therefore it will cover the reference period. The specific marketing standard for melons will be repealed on 1st July 2009.

2.1.3. Geographical coverage

The study will refer to 5 EU Member States: Germany (import market driven powerfully by the hard discounters), the United-Kingdom (import market driven by retailers), Poland (as a new Member State), France (production market driven by retailers) and Italy (production market driven by traditional retailers).

2.2. Approach of the study

While fulfilling the tasks specified in section 2.3, the consultant must provide answers to the study questions set out in these specifications. Beyond gathering and analysing data, the study must provide founded judgements based on analysis and put forward reasoned conclusions.

The work is to be carried out in two parts: description and answers to the specific study questions.

2.2.1. Description

Before answering the specific study questions, a description must be provided of the distribution channels and of the local traditions for the trade of the four products covered by this study in the five Member State concerned. The study must also describe the modifications in terms of requirements introduced in the general marketing standard in relation to the previous specific marketing standards for the products concerned.

The study will be based on the analysis of the relevant legislation, studies, reports and other relevant literature as well as on the assessment of the statistical and administrative data gathered in the Commission services, as well as at Member State and regional levels. In this respect, the tenderer must envisage carrying out surveys in all Member States concerned.

This description will become an introductory part of the report. It will be followed by the second part, which will be the assessment/analysis of the role of the specific marketing standards on the market in the 5 different Member States and for the four types of product.

2.2.2. Study questions

2.2.2.1. Evaluation of the impact of repealing marketing standards

This assessment is based on a limited set of questions asked to farmers, traders and retailers and focused on carrots, melons and mushrooms. The assessment should include a thorough analysis of the available quantitative information in the five Member States.

The examination period for these questions will be from 1 July 2009 until 31 March 2010, which must be compared with the situation before 1 July 2009. The questions will be raised in all five countries.

Q1- To what extent has the repealing of these marketing standards had an impact on the diversity of products available on the market, their quality and market price?

The study under this question should analyse if following the repealing of specific marketing standards, there has been a specific consumer demand for products which would not previously have complied with the specific marketing standards.

Q2- To what extent has the repealing of these marketing standards increased or decreased the comparability of the market?

The study should assess whether the repealing of specific marketing standards reduced the comparability and, therefore, the transparency of the market (the appearance on the market of different grades and sizes triggering non-comparability of prices, segmentation of markets). The study should also determine whether or not transaction costs have increased following this possible reduction of comparability of the prices recorded in different markets.

Q3- To what extent has the repealing of these marketing standards entailed an increase or a reduction of costs?

For the purposes of this study, costs correspond to the specific grading costs for operators due to compliance with marketing standards, as well as costs for the Member States linked to administrative "red tape".

Q4- To what extent have the repealed marketing standards been replaced by private standards?

The study should assess whether the repealing of specific marketing standards led to an increase in the diversity and number of private standards. If so, it would be relevant to determine if the proliferation of private standards has affected the operators and the single market.

2.2.2.2. Case study: Impact of the specific marketing standard on the apple market in Poland

Q5- Following Poland's accession to the EU, did the application of the marketing standard for apples affect the apple market and, if so, in what way and why?

This question is limited to Poland and its apple market.

The study will compare a period before 1 May 2004 (date of accession) to a period after 1 May 2004, taking into account that the EU's specific marketing standard for apples –may have been implemented prior to accession (*acquis communautaire*). The aspects related to the apple market which should at least be considered are the quantity produced for each variety put on the market, the number and volume of the marketed varieties, the market share of different varieties.

2.3. Tasks and methodology

2.3.1. Task 1: Structuring

With respect to structuring, the contractor will develop the following elements:

Task 1.1: Identify the distribution channels (from the farm to the market including processing, losses, destruction, non-harvesting) for each fruit and vegetable of the study in the 5 Member States.

Task 1.2a: Describe the market situation before 1 July 2009 in respect to carrots, melons and mushrooms for which specific marketing standards have been repealed (their market share, quantity, price, etc. in each of the five Member States).

Task 1.2b: Describe the apple market in Poland before and after 1st May 2004 (varieties and quantities produced, number and volume of marketed varieties)

Task 1.2c: Describe the modifications in terms of requirements introduced in the general marketing standard in relation to the previous specific marketing standards for the products concerned.

Task 1.3: Identify the main private standards for carrots, melons and mushrooms in the Member States concerned, their market share and the information required in addition to the provisions already included in the specific marketing standard.

Task 1.4: Identify the sources of qualitative and quantitative information needed to reply to each of the study questions: databases, studies, reports and key actors to be interviewed, etc.

Task 1.5: Establish a scoping paper, drawing on the output of tasks 1.1 to 1.4. The paper, whose purpose is to provide guidance to the study team, must be approved by the Commission.

Task 1.6: Create data collection tools and methodology for Task 3.2: The contractor will create the tools needed for data collection: interview guides, questionnaires, queries for database extractions, guidelines for case studies, and any other data collection instruments that the contractor deems appropriate to the tasks to be performed.

The consultant has to carry out **one** case study of the apple market in Poland. The case study has to cover the period before and after the accession of Poland to the EU.

The tools created under this task will have to be validated by the Commission before data collection itself (task 2.2) starts.

Task 1.7: Draft a detailed timetable for the work.

Task 1.8: Define a well detailed structure for the final deliverable.

2.3.2. Task 2: Observing

With respect to observing, the contractor will define the following elements:

- Task 2.1: Literature review:** The contractor will review the relevant literature (e.g. specialised press and academic literature) concerning the changes observed on the market related to the products concerned by this study.
- Task 2.2: Collect information:** The main task will be to collect information from relevant stakeholders in the 5 Member States. In most cases, it will be necessary to contact them directly. In addition, the contractor will make use of existing databases, interviews with national authorities, sectoral organisations, researchers and any other relevant information sources.
- Task 2.3: Report about the information collected:** After collecting the information the contractor will report about it: write detailed minutes of interviews, assess the validity of the information used.
- Task 2.4: Reporting on remaining data gaps.** The contractor should report any remaining data gaps, explain why they could not be filled and propose solutions for addressing them in the future.
- Task 2.5: Continue the collection of information** in order to complete remaining data gaps.
- Task 2.6: Draft a progress report on the work,** including difficulties encountered in carrying out the tasks and proposing solutions, including any necessary adaptations of the methods proposed in the offer.

2.3.3. Task 3: Analysing

The analysis to be carried out must refer to well established and acknowledged methods. The drafting must describe precisely the reasoning followed in the analysis and indicate, among other things, the underlying hypotheses of the reasoning, and the limitations of the analysis.

- Task 3.1: Review and fine-tuning:** Before carrying out the full analysis on the study questions (see task 3.2 below), the output of tasks 1.1 to 1.3 as well as 2.4 should be revised in the light of the information gathered.
- Task 3.2: Analysis of the study questions:** Based on the output of tasks 2.1, 2.2, 2.3, 2.4, 2.5 and 3.1 a full analysis must be carried out covering all the questions.

2.3.4. Task 4: Reporting

With respect to the assessment, the contractor will detail the following elements:

- Task 4.1: Draft the descriptive parts** of the study report.
- Task 4.2: Present the preliminary conclusions:** the contractor will have to provide a judgement covering the questions studied. The conclusions must be strictly based on the analysis carried out under the other tasks.

Task 4.3: Draft the conclusions: Based on the output of the task 4.1 and incorporating all changes agreed with the steering group, the contractor will have to provide an assessment that covers the questions studied. The conclusions must be strictly based on the analysis carried out under the other tasks.

Task 4.4: Prepare a draft executive summary, no longer than 15 000 characters (without spacing). This should include a very brief presentation of the work and the methods used, together with a summary of the conclusions arising from the exercise. The final version of the executive summary should be provided in **English and French**.

Task 4.5: Draft a PowerPoint presentation of the study work, of maximum 30 slides, highlighting the main findings.

Task 4.6: Revise the descriptive parts, in view of the output from task 4.1 and new information gathered.

Task 4.7: Compile the draft final deliverable.

It has to include:

- 1) the main study report:
 - a. a table of contents, which should be drafted on the basis of task 1.8;
 - b. the output of task 4.3 and 4.6;
 - c. the output of tasks delivered with the previous deliverables, now revised to take into account the results of the analytical and assessment work of the contractor and/or the changes agreed with the steering group.

It should be presented in the form of the study report and structured as agreed with the steering group (task 1.8).

The report must be drafted in a clear and easily understandable language. The presentation of the texts, tables and graphs has to be clear and complete and correspond to commonly recognised standards for publication.

The general conclusions must be based strictly on the results of the analysis.

The whole study report (descriptive part included) should not exceed 150 pages. The core text has to concentrate on the answers to the study questions. Statistical and background information must be presented in annexes to the report.

- 2) the annexes, including methodological and background information;
- 3) the executive summary in two languages (final output of task 4.4);
- 4) the PowerPoint Presentation (final output of task 4.5).

2.4. Requirements for collection of data and information

It will be essential to make use of information collected by the Commission, national and regional authorities, from the sector (e.g. farmers, producers, traders) and consumers in the Member States.

The contractor will be responsible for collecting general and basic information and data. In as far as specific information can be provided by the Commission sources, the contractor will be asked to make its request via the studies and evaluation unit AGRI L4.

The contractor will have to make use of information collected from the national and regional authorities, from professional circles and experts in Member States. Based on these specific requirements, it is recommended that the contractor should use an appropriate team, programme sufficient time to collect and process the data and, if necessary, sufficient budget for paying data sources.

All payments for information or methodologies must be included in the tender budget. The objectives of the surveys and case studies, the list of destinations and the individual costs and fees must be detailed in the offer.

Existing literature on the subject should also be consulted and listed in an Annex to the final deliverable.

2.5. Deliverables

The timing and the contents of the deliverables to be submitted by the contractor are described in section 5.1.1. Each deliverable will be examined by the steering group, which may ask for additional information or propose changes in order to redirect the work if necessary.

Deliverables must be accepted by the Commission. This is of particular importance for the deliverables to which a payment is linked.

With the exception of the executive summary, all parts of all deliverables are to be submitted in English or French. The executive summary is to be submitted in English and French.

With the exception of the final deliverable (see below), all deliverables must be submitted by e-mail (agri-evaluation@ec.europa.eu), in an electronic format compatible with the Commission's computer facilities (MS-Word for texts, MS-Excel for tables and figures, MS-PowerPoint for the presentation).

The final deliverable will be finalised once the draft final deliverable has been accepted by the Commission and must be submitted as follows:

- a) Paper version:
 - 1) Study report: 10 copies in colour, the annexes need to be submitted separately (also in 10 copies), including one 'master' copy for reproduction;

- 2) Executive summary in English and French: 20 copies in colour (10 in each language), with a cover page with a CD-pocket, including one 'master' copy for reproduction.
- b) Electronic format (MS-Word for texts, MS-Excel for tables and figures, MS-PowerPoint for presentations):
- 1) one 'master' copy for reproduction, containing all components of the final deliverable (see section 5.1.1), including the annexes of the study report;
 - 2) 20 copies on CD-Rom or DVD, containing the study report (without the annexes) and the executive summary in two languages;
 - 3) 1 copy of the PowerPoint presentation on CD-Rom.

3. ORGANISATION OF THE WORK

3.1. Budget allocated

The budget attributed to this project is in the range from 140.000 € to 180.000 €. The latter amount will be the maximum amount of the contract to be awarded.

3.2. Overall management of the contract

A steering group has been set up, consisting of officials from DG AGRI and other Commission services.

This *ad hoc* body is responsible for clarifications regarding aspects to be analysed, discussion of the methods used, monitoring the work and commenting on the contractor's conclusions.

The contractor must take account of the steering group's comments and recommendations and keep it informed on the progress of work when asked to do so.

Given the complexity of the subject matter, close collaboration with DG AGRI will be needed, which will involve frequent contact with officials of DG AGRI with a view to discussing any problems encountered during the study.

The contractor will be required to attend meetings with the steering group in order to monitor the evaluation exercise, in accordance with the timetable in section 5.

3.3. Procedural questions

The timetable for the work and the deliverables to be submitted is laid down in section 5.1 below.

At the end of the work the steering group will prepare a quality judgement of the final deliverable according to the guide and criteria published on the site: http://ec.europa.eu/budget/documents/evaluation_en.htm

In the event of publication, the final deliverable will be accompanied by this quality judgement.

General guidance on methodology can also be found on the website referred to above.

Examples of previous reports, with the corresponding quality judgements, are available at the following address: http://ec.europa.eu/agriculture/analysis/external/index_en.htm

3.4. Documentation

The contractor has to study the relevant Community and national legislation, reports and overviews.

Community legislation relevant for this study and other information available at Commission level will be given to the contractor at the kick off meeting. As a rule, additional statistics and databases will have to be provided by the contractor. In this particular case, much of the information has to be gathered from the Member States.

4. DESCRIPTION OF TECHNICAL REQUIREMENTS AND REQUIRED PROFILE

The study team will include the following experience and skill requirements:

4.1. Experience required

- Knowledge of the instruments of the Common Agricultural Policy;
- Knowledge of the sector of fresh fruit and vegetables;
- Knowledge of food and agricultural products supply chains;
- Knowledge of relevant state-of-the-art techniques, methodologies and tools.

4.2. Specific skills

- Be able to collect the necessary information in at least the 5 Member States indicated;
- Experience in the field of applied economics;
- Knowledge of developments and current policy debates in the Common Agricultural Policy;
- Capacity to work at Community level in French and English.

5. TIMETABLE & PHYSICAL LOCATION

5.1. Timetable for the work and deliverables

The work must be completed within **9 months** from the signing of the contract.

The contractor is expected to start the work immediately after the contract has been signed. **The deadlines have to be strictly respected.** This means that an intensive work input is required by the study team immediately after signing the contract and over the whole duration of the contract.

5.1.1. Duration of the works and deliverables

The tasks referred to below are those detailed under point 2.3 – tasks and methodology

DURATION OF THE WORKS: 9 Months (after signing the contract)			Components of the Final Deliverable
Stage	Deliverable at the end of the Stage	Output of the tasks included in the deliverable	
First: 2 months	First interim	Task 1.1: Identify the distribution channel	Methodology
		Task 1.2a: Describe the market situation before 1 July 2009	
		Task 1.2b: Describe the apple market in Poland	
		Task 1.2c: Describe the modification in requirements	
		Task 1.3: Identify the main private standards	
		Task 1.4: Identify the sources of information	
		Task 1.5: Scoping paper	
		Task 1.6: Create data collection tools and methodology	
		Task 1.7: Detailed timetable	Not included
		Task 2.1: Literature Review	Annexes
Second: 3 months	Second interim	Task 2.6: Draft a progress report	Not included
		Task 1.8: Define a well detailed structure	Table of contents
		Task 2.2: Collect information	Annexes
		Task 2.4: Report on remaining data gaps	Annexes
		Task 3.1: Review and fine-tuning	Methodology
		Task 4.1: Draft the descriptive parts	Description chapters
Third: 3 months	Third interim	Task:2.3: Report about the information collected	Annexes
		Task:2.5: Continue the collection of information	Annexes
		Task 2.6: Draft a progress report	Not included
		Task 3.2: Analysis of the study questions	Analytical chapters
		Task 4.2: Presentation of the preliminary conclusions	Closing chapter
		Task 4.6: Revise the descriptive parts	Description chapters
Fourth: 1 months	Draft final	Task 4.3: Presentation of the final conclusions	Closing chapter
		Task 4.4: Draft a draft executive summary	Summary
		Task 4.5: Draft a PowerPoint Presentation	PowerPoint Presentation
		Task 4.7: Compile the draft final deliverable	Not included

5.1.2. Meetings

The contract will involve work and meetings in Brussels between the contractors and the steering group according to the following programme:

MEETING	TIMING
First Meeting (Kick off)	as soon as possible, no later than 15 days after the contract is signed
<p>At this meeting, the Commission will supply the consultants with the relevant information in its possession.</p> <p>The consultants will prepare a presentation of the offer and may also raise specific questions or needs for complementary information on the assignment.</p> <p>This meeting will also be used to discuss the work plan in detail, and to explain and clarify the tasks and the approach from the start.</p>	
Second Meeting	within 15 days of receipt of the first interim deliverable
<p>At this meeting, the first interim deliverable will be discussed.</p> <p>This meeting will also be used to validate the evaluation tools.</p>	
Third Meeting	within 15 days of receipt of the second interim deliverable
<p>At this meeting, the second interim deliverable will be discussed.</p>	
Fourth Meeting	within 15 days of receipt of the third interim deliverable
<p>At this meeting, the third interim deliverable will be discussed.</p>	
Fifth Meeting	within 15 days of receipt of the draft final deliverable
<p>At this meeting, the draft final deliverable will be discussed and if necessary, the recommendation for task 4.7 will be formulated.</p>	

In summary, a maximum of five meetings of one day with the steering group will be required. Costs related to the fact-finding missions and to the five days of meetings with the steering group need to be included in the offer.

5.2. Physical location at which services have to be performed

The place of work will be at the contractor's premises. The meetings with the steering group will take place at the designated Commission offices in Brussels. The field work will be carried out in the Member States covered. The list of destinations and the individual costs and fees must be detailed in the offer.

6. TYPE OF CONTRACT AND METHODS OF PAYMENT

6.1. Type of Contract

The Contract, which may be signed between the two parties at the end of the present tender process, will be a Service Contract.

6.2. Duration and amount of the Contract

The period of performance for the expected Service Contract will be 9 calendar months from the date of its signature by the last contracting party.

No renewal shall be allowed under this Service Contract.

The total amount of this Service Contract will comprise the remuneration and all expenses to be paid to the Contractor in return for services rendered in accordance with the Contract, and particularly with its Annex I, Tender Specifications.

No price revisions to the contract shall be allowed.

6.3. Details of the Contract

6.3.1. Specimen Contract

A draft Service Contract is attached as Document N° 2 to the Letter of Invitation to Tender.

6.3.2. Methods of payment, bonds, invoicing and guarantee

Pre-financing:

No pre-financing payment will be allowed under the Contract.

Other payments:

Payment in 3 instalments – no pre-financing

- A *first interim payment* will be allowed at the rate of maximum 20% of the amount due under the Contract. It will be payable within 30 days AFTER approval by the Commission of the 1st interim deliverable (assuming the Contractor has issued an eligible invoice with the said deliverable). Approval by the Commission of the deliverable, meaning acceptance by the Commission of the services rendered under the Contract, in quantity and quality, is a precondition for an interim payment due to the Contractor under the Contract.
- A *second interim payment* will be allowed at the rate of maximum 40% of the amount due under the Contract. It will be payable within 30 days AFTER approval by the Commission of the 3rd interim deliverable (assuming the Contractor has issued an eligible invoice with the said deliverable). Approval by the Commission of the deliverable, meaning acceptance by the Commission of the services rendered under the Contract, in quantity and quality, is a precondition for an interim payment due to the Contractor under the Contract.
- A *final payment* will be allowed to cover the balance due under the Contract. It will be payable within 30 days AFTER approval by the Commission of the final deliverable (assuming the Contractor has issued an eligible invoice with the final deliverable). Approval by the Commission of the deliverable, meaning acceptance by the Commission of the services rendered under the Contract, in quantity and quality, is a precondition for release of the final payment due to the Contractor under the Contract.

For invoicing, the Contractor shall prepare invoices in accordance with Article I.4.4 of the draft contract.

N.B. All above provisions will be part of Articles I.4 (Payments), I.5 (Bank Account) and I.6 (General Administrative Provisions) of the future Contract, if and when awarded, and completed by Annexes III (Deliverables) of the said Contract.

6.3.3. *Penalties and liquidated damages*

Where the Contractor fails to perform his contractual obligations with the expected highest professional performance standards (refer to Article II.1.1 of the Contract), he may be subject to financial penalties representing up to 10% of the price specified in Article I.3.1 of the Contract (refer to Article I.9.3 of the Contract).

Where the Contractor fails to perform the tasks assigned to him within the time allowed by the Contract, then liquidated damages may be applied, calculated at the rate of 0.2 % of the amount specified in Article I.3.1 of the Contract, per calendar day of delay, running from the deadlines set in the Contract (refer to Article II.16 of the Contract). Such liquidated damages shall in no case exceed 10 % of the Contract price specified in Article I.3.1 of the Contract.

The combined amount of the above penalty and liquidated damages shall not exceed 10% of the Contract price specified in Article I.3.1 of the Contract.

6.3.4. *Performance Guarantee*

Not applicable.

7. GENERAL TERMS AND CONDITIONS APPLICABLE TO INVITATION TO TENDER

7.1. Conditions

All documents submitted by Tenderers become the property of the Contracting Authority and will be regarded as confidential. Expenditure on preparing and submitting tenders will not be reimbursed by the Contracting Authority.

The rights relating to the study / service and those pertaining to its duplication and publication will remain the property of the Contracting Authority. Any document based, in full or in part, on the work completed under this contract, may only be transmitted or published with permission of the Contracting Authority. The possible publication of the Deliverables will be accompanied by a judgement of the quality, carried out by the Contracting Authority.

7.2. Prices

The price offer must be indicated in EURO and should be broken down as per the format given in Section 8.4 below ("Price Schedule").

The European Communities are exempt from customs duties, indirect taxes and sales taxes under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8th April 1965 (OJ N^o. 152 of 13.07.1967). Exemption is granted to the European Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by immediate exemption (the actual procedure will be communicated to the successful Tenderer at the moment of signature of the contract). The prices must be expressed excluding VAT.

The price offer, made by the Tenderer, will be considered fixed and non-revisable during the period of validity of the offer.

N.B. The price offer will be the amount for Article I.3.1 of the future Contract, if and when awarded.

7.3. Joint tenders

Where a joint tender is made, **the tender offer must clearly define the structure of the offer:**

7.3.1. *A legal entity already in existence*

The offer originates from “service providers” having already created a consortium as a separate and legal entity, able to submit its statutes, mode of operation, technical and financial capacity, and identifying the contributions of the “service providers”. It is the consortium that will bear the technical and financial responsibility for the contract and will present any requested financial guarantee(s).

7.3.2. *The intention to create a legal entity*

The offer originates from “service providers” not yet having created a consortium as a separate and legal entity but planning to constitute one as defined to in Section 7.3.1., if their joint offer is accepted. In such a situation, the Tenderer will have to provide documentation for the legal form and the envisaged draft statutes. A clear description of the mode of operation of the consortium, the various technical and financial contributions, as well as the guarantees envisaged, of each “service provider” must be given.

7.3.3. *No intention to create a legal entity*

The offer originates from “service providers” not wishing to form a consortium as a separate legal entity and thus constituting effectively an association. In such a case, the offer will be submitted in the form of subcontracting, in which case one of the “service providers” shall assume the total responsibility for the offer. This “service provider” (the “lead contractor”) will sign the contract in its name, with the other companies then being regarded as subcontractors of the “lead contractor”.

All “service providers” acting as subcontractors need to provide a signed statement to recognise the “service provider” acting as “lead contractor”. Furthermore, the proportion (%) of the contract between the “lead contractor” and each of the subcontractors must be indicated (see Section 8.3.1.3 of this document).

IMPORTANT: The Contractor shall not subcontract without prior authorisation from the Contracting Authority, nor cause the Contract to be performed in fact by third parties. Even where the Contracting Authority authorises the Contractor to subcontract all or part of the work to third parties, he shall nonetheless remain bound by his obligations to the Contracting Authority under the contract. In addition, save where the Contracting Authority expressly authorises an exception, the Contractor shall be required to include in any contracts signed with third parties, for all or part of the work, provisions enabling the Contracting Authority to enjoy the same rights and guarantees in relation to third parties as in relation to the Contractor himself (see in particular Article II.13, Subcontracting, of the draft Contract attached as Document N°. 2).

7.4. Subcontracting

A "service provider", making an offer in an individual capacity, can propose subcontracting, which will be presented in a similar way to an offer as defined in Section 7.3.3.

N.B.: *A Tenderer, whether in an individual capacity or in a joint tender, according to Section 8.2.3.2. (5), can rely on the capacities of other entities in the tender offer, including the use of “external experts”, to meet the criteria for technical capacity (as defined in Section 9.2.2.).*

7.5. Evaluation of the offers and award of the contract

Tenders will be evaluated on the basis of the information provided in their offers under this invitation to tender. In addition, the Contracting Authority reserves the right to take account of other information, whether public or specialised, for the evaluation of the exclusion and selection criteria. All information will be assessed in relation to the criteria set out in Section 9 of this specification.

The evaluation will be carried out in the stages detailed below. Only tenders that meet the requirements of each stage will pass on to the next. The evaluation procedure will consist of the following stages:

- Stage 1.** Examination of tenders under the exclusion criteria for participation followed by examination of tenders under the selection criteria;
- Stage 2.** (Only for tenders having passed Stage 1):
Evaluation of tenders in the light of the award criteria:
 - a) quality evaluation,
 - b) price evaluation.

During stage 1, the tender will also be examined in terms of the criteria (Section 9.1.7 - conflict of interests, Section 9.1.8 - guilty of misrepresentation in supplying information or failure to supply this information and Section 9.1.9 - find themselves in a situation of exclusion) for award of the contract. These criteria can be further re-examined, at any time until the conclusion of the Contract, if information is discovered concerning these criteria.

- Stage 3.** Award of the Contract to the “best-value-for-money” tender.

The final stage will end with the award of the Contract to the Tenderer offering the best price / quality ratio (i.e. the “best-value-for-money” procedure) in relation to the criteria defined in Section 9.3.

The tenderer, to whom the Contract is to be awarded, will be required to provide, within a 14 day time period **preceding the signature of the contract**, the information as described within Section 8.2.2.1 of the Tender Specification.

The Contract is deemed concluded when the Contracting Authority and the successful Tenderer both sign the Service Contract attached to this specification, as amended and finalised on the basis of the selected tender offer.

7.6. Contact point

Contact between the Contracting Authority and Tenderers during the contract award procedure may take place, by way of exception, under the following conditions:

1. before the limit date for the submission of offers, the Contracting Authority may:
 - (a) at the instance of “service providers”, communicate additional information solely for the purpose of clarifying the nature of the contract, such information to be communicated on the same date to all “service providers” who have asked for the specifications;

- (b) at its own instance, if it discovers an error, a lack of precision, an omission or any other type of clerical defect in the text of the contract notice, invitation to tender or specifications, inform the “service providers” concerned on the same date and in a manner identical with that applicable in respect of the original invitation to tender.

In these two situations, the additional information will be made available on the AGRI ON EUROPA website:

http://ec.europa.eu/dgs/agriculture/tender_en.htm

Where the tender documents have been obtained directly from the AGRI ON EUROPA website, “service providers” are advised to consult the website on a regular basis before the limit date for the submission of offers, in order to make sure that they are aware of all modifications and answers to questions before finalising their offer.

Questions must be put in writing and sent to the contact points indicated in the invitation to tender by letter, fax or electronic mail. Queries by telephone will **NOT** be accepted. Replies to questions will be communicated simultaneously to all “service providers”. Questions must be received no later than 5 working days before the closing date for the submission of tenders; it cannot be guaranteed that questions received later will be answered.

2. If, after the tenders have been opened, some clarification is required in connection with a tender, or if obvious clerical discrepancies in the tender must be corrected, the Contracting Authority may contact the Tenderer, although such contact may not lead to any alteration of the terms of the tender.

8. CONTENTS OF THE TENDER

8.1. Presentation of the offer

Tenders must be constituted of three dossiers:

8.1.1. *Administrative Information*

The **Administrative Dossier**, which must be sealed in a separate envelope or cardboard box in accordance with Point 6 of the Letter of Invitation to Tender, will consist of the following contents:

- **a covering letter** signed by a duly authorised agent of the Tenderer with (*if appropriate*) :
 - in case of an undertaking (see Sections 8.2.3.1 (4) and 8.2.3.2 (5)), the letter must be accompanied by a written statement from the entity or entities concerned that they will place financial or technical resources at the disposal of the Tenderer;
 - in the case of a joint offer, the structure of the offer must be defined by reference to Sections 7.3.1., 7.3.2. and 7.3.3. and, in the case of Section 7.3.3., the other “service providers”, acting as subcontractors, need to provide a signed statement to recognise the “service provider” acting as “lead contractor”.
- **Administrative information** presented according to Section 8.2 below.

8.1.2. *Technical offer*

The Technical Dossier, which must be sealed in a separate envelope or cardboard box in accordance with Point 6 of the Letter of Invitation to Tender, will consist of the following contents:

- **a detailed table of contents** of the technical offer :
 - this implies that all the pages in the technical offer are numbered
- **a technical offer** presented according to Section 8.3 below.
 - this will be the basis for Annex II (Contractor's Tender Offer) of the draft Service Contract, which is attached as Document N°. 2 to the Letter of Invitation to Tender

8.1.3. *Financial Offer*

The **Financial Offer** must be sealed in a separate envelope or cardboard box, in accordance with the Point 6 of the Letter of Invitation to Tenderers.

The “Financial Offer” must be submitted in the format of the Price Schedule presented according to Section 8.4 below. The total of this Price Schedule will constitute the price offer by the Tenderer.

8.2. Administrative dossier

A Tenderer will need to submit the following administrative information in the **Administrative Dossier**:

8.2.1. *Checklist and Identification*

- (1) a **Check list** (Document N°. 3 A as attached to the Letter of Invitation to Tender) and a detailed list of contents;
- (2) a **Tenderer Identification Form** (Document N°. 3 B of the Letter of Invitation to Tender). This requirement also applies to all “service providers” of a consortium to be created (Section 7.3.2.) and to any possible subcontractors (Section 7.3.3.) named in the offer or who might be proposed to be used during the time period of the expected contract;
- (3) a **Legal Entity Form** (Document N°. 3 C as attached to the Letter of Invitation to Tender). This requirement also applies to all “service providers” of a consortium to be created (Section 7.3.2.) and to any possible subcontractors (Section 7.3.3.) named in the offer or who might be proposed to be used during the time period of the expected contract;
- (4) a **Financial Identification Form** (Document N°. 3 D as attached to the Letter of Invitation to Tender), duly signed by both the Bank and the Tenderer. In case of subcontracting (Section 7.3.3), this requirement applies only for the “service provider” acting as “lead contractor”.

Please note that there is **NO** need for a Tenderer to send a Legal Entity Form and a Financial Identification Form, where these forms have already been submitted to the European Commission and this information is included in the Commission's central accounting system (ABAC), and there has been no subsequent changes to this information.

8.2.2. *Information for assessment of exclusion criteria*

A Tenderer shall provide a declaration on its honour, duly signed and dated, that they are not in one of the situations defined in the exclusion criteria for participation (see Sections 9.1.1 to 9.1.6) and for award (see Section 9.1.7 to Section 9.1.9).

For the criteria 9.1.1 to 9.1.6, an example of the declaration to be made is attached as Document N°. 3 E to the Letter of Invitation to Tender. For criterion 9.1.7 (“no conflict of interests”), and criterion 9.1.8 (“not guilty of misrepresentation in supplying information or failure to supply this information”) an example of the declaration to be made is attached as Document N°. 3 F to the Letter of Invitation to Tender.

Where a Tenderer is unable to complete any of the declarations in Document N°. 3 F, (e.g., in the case of potential conflict of interests where, for example, certain specific work is already carried out in the markets of certain Member States), the situation(s) should be described in detail.

The fact that this statement contains a mention of possible conflict of interests will not necessarily constitute automatic exclusion during the evaluation procedure. The situation for each Tenderer will be separately examined during the evaluation stages of the offers (see Section 7.5 above and also Article II.3 - Conflict of Interests of the draft contract).

The declarations to be made in Documents N°. 3 E and 3 F to the Letter of Invitation to Tender also apply to all “service providers” of a consortium (Sections 7.3.1 and 7.3.2.) and to any possible subcontractors (Section 7.3.3) named in the offer or who might be proposed to be used during the time period of the expected contract.

8.2.2.1. Information for assessment of exclusion criteria (prior to signature of contract)

For information purposes, please note that the Tenderer, to whom the Contract is to be awarded, will be required to provide, within a 14 day time period **preceding the signature of the contract**, the following information:

- (1) a **Certificate for Social Security contributions** : for criteria 9.1.4 (social security), certification, less than 90 days old before the date of the award decision, from the social security body of the country concerned indicating that the Tenderer has paid their contributions;
- (2) a **Certificate for Taxes paid** : for criteria 9.1.4 (taxes), certification, less than 90 days old before the date of the award decision, issued by the tax authority of the country concerned indicating that the Tenderer has paid their taxes;

Where no such certificates are issued in the country concerned for social security contributions and taxes paid, the information requirement **MUST** be replaced by a sworn or, failing that, a **solemn signed statement** made by the Tenderer **BEFORE** a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

- (3) an **extract from the judicial record or a recent equivalent document** : for criteria 9.1.1, 9.1.2, 9.1.5, a recent extract from the judicial record 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 no such documents are provided by the country concerned, then a **solemn signed statement** made by the Tenderer **BEFORE** a judicial or administrative authority, a

notary or a qualified professional body in his country of origin or provenance certifying that it is not in any of these exclusion situations **MUST** be provided.

- (4) a **solemn statement of the exclusion criteria** : for criteria 9.1.3 and 9.1.6, a solemn signed statement made by the Tenderer **BEFORE** a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance certifying that it is not in any of these exclusion situations **MUST** be provided.

This information requirement will also apply to all “service providers” of a consortium (Sections 7.3.1 and 7.3.2.) and to the “service provider” acting as “lead contractor” (Section 7.3.3).

N. B. DG AGRI may waive the obligation of a Tenderer to submit the above documents if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that the documents are still valid. In such a case, the Tenderer will be required to declare on his honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that no changes in this situation have occurred.

In the case of doubt concerning the declaration on honour from intended subcontractors, DG AGRI can request the same evidence from any of them as required for the "lead contractor".

8.2.3. *Information for assessment of selection criteria*

In order that their position in relation to the selection criteria (see Section 9.2) can be verified, Tenderers should enclose documents with their offer enabling an assessment to be made.

This information requirement also applies to all “service providers” of a consortium to be created (Section 7.3.2). Furthermore, this information must also be provided for the “service provider” acting as “lead contractor” for the association and **ONLY** for each subcontractor (Section 7.3.3) when the total proportion (in terms of working days) of all the subcontractors exceeds 50%. However, special attention has to be drawn on the proof of the technical capacity, in particular regarding the CV's for the staff assigned to provide the service (see Section 8.2.3.2(2)).

8.2.3.1. Economic and financial capacity

The following documents need to be supplied:

- (1) **Balance sheets** for the previous two years (including net income figures) for which accounts have been closed. Where these are not available, proof must be furnished of the current financial situation;
- (2) **Statement of overall revenues and revenues** concerning the provision of services in fields of consulting and data collection in the agricultural domain for the previous two years;
- (3) **Bank statement** concerning the Tenderer's financial relationship or evidence of professional risk indemnity insurance.
- (4) **Economic and financial capacity:** a Tenderer may rely on the capacities of other entities, regardless of the legal nature of the links that it has with them, to meet the criteria for financial and economic capacity (see Section 9.2.1). In this situation, the Tenderer must prove in its tender offer that it will have at its disposal the resources

necessary for the performance of the contract. It must provide a written undertaking from such entities to place such resources at its disposal, with proof of such financial capacity.

8.2.3.2. Technical capacity

The following information needs to be supplied:

- (1) **Full description of the Tenderer's references** in the domain concerned (showing evidence of technical and professional competence in this domain), including:
 - examples of work (covering at least three years) directly relevant to the services covered by this invitation to tender, indicating how the “service providers” and subcontractors of the Tenderer have carried out the same or a related type of service in the past. Where the Tenderer has carried out only part of the service as a “lead contractor”, please specify how the other part was subcontracted. Where “service providers” and subcontractors have been operating for less than three years, examples of all previous experience gained since inception must be provided;
 - references from the Tenderer's customers including a list of the customers for whom the Tenderer has worked in the last three years. Where a Tenderer or “service providers” of a joint tender or subcontractors) has been operating for less than three years, the Tenderer, “service providers” and subcontractors must provide a list of all customers since their inception;
- (2) **Details of skills and human resources** available, and **technical ability**, to carry out the service:
 - indicate the total number of full-time and part time staff employed by the Tenderer;
 - indicate the number of full time and part time staff to be assigned to provide the services as defined in this specification;
 - provide the list of above mentioned full time and part time staff able to be assigned to provide the services. Specify their experience, skills in the domain concerned and knowledge of languages, give evidence of their technical and professional competence; attach the CVs of the above mentioned full time and part time staff, indicating the classification by category (I, II, III or IV) as defined in Section 8.4 below;

NB The request to submit CVs applies to both the lead contractor and all subcontractors, irrespective of the % of the subcontracting.

 - indicate the references of the proposed project leader. Specify his/her experience, skills in the domain concerned, and knowledge of languages. Attach the CV of the proposed project leader;
- (3) **Description of the technical equipment** and material available to the Tenderer for the provision of the study / services required by this invitation to tender, compatibility of the Tenderer's software with the Commission's operating system and standards software (MS-Word for texts and MS-Excel for tables and figures, MS-PowerPoint for presentations);
- (4) **Confirmation or evidence of the Tenderer's technical ability and capacity to work at Community level** as specified in Section 4.2 of the Tender Specification, in case this information is not clearly mentioned in the requested CV's in part 2 above;

- (5) **Technical Capacity:** a Tenderer may rely on the capacities of other entities, **regardless of the legal nature of the links that it has with them**, to meet the criteria for technical capacity (see Section 9.2.2). In this situation, the Tenderer must prove in its tender offer that it will have at its disposal the resources necessary for the performance of the contract. It must provide a written undertaking from such entities to place such resources at its disposal, with proof of such technical capacity.

Where a Tenderer proposes, though not exclusively, "**external experts**", the following information is required for EACH "expert":

- (i) fully detailed up-to-date Curriculum Vitae of "expert";
- (ii) role and contribution (number of man-days) of "expert" to service;
- (iii) definition of current employment status of "expert";
- (iv) written confirmation from "expert" of intention to participate in the service, with the authorisation of the employer (University Department, etc.) if applicable;
- (v) a completed Conflict of Interests declaration by the "expert" (see Document N° 3 G to the Letter of Invitation to Tender).

8.3. Technical dossier

A Tenderer will need to submit the following information as part of its **Technical Offer**:

No names or CV of individuals must be included in any part of this Technical offer.

8.3.1. Information for assessment of award criteria (technical evaluation)

For the evaluation of the quality of the technical proposal of the offer, in relation to the award criteria (see Section 9.3), the Tenderer should present the offer with the following sections and ensure that a detailed description is provided:

8.3.1.1. Objectives of the market and work to be performed

Tendering parties should describe in their tender offer their understanding of the services to be provided and the work necessary to be performed to achieve these objectives. The tenderers will make sure that their offers cover the scope under section 2.1 above.

8.3.1.2. Proposed methodology and tools

Tendering parties should provide a description of the approach(es) they consider for this service, the methodology(ies) they intend to follow, a list of the tools they envisage to use, with references where appropriate to the description in Section 2. This part of the offer will play a major role in the quality assessment (see section 9.3.1 below).

8.3.1.3. Approach proposed for the management of the work programme

Tenderers should describe the approach they propose in this regard and how the work will be organised in relationship to the timetable for the deliverables. This description should be consistent with the main steps of the study, as set out under sections 2.2 and 5.1 above.

In addition to completing the table below of allocation of tasks, the Tenderer should clearly explain how the work inside the team(s) and between the team(s) and the project leader will be coordinated, as well as the allocation of tasks to team members and with “service providers” in the event of a joint offer (Section 7.3.2. and Section 7.3.3. and experts), in relation with the methodology or tools proposed.

The direct role and contribution of each partner, sub-contractors and experts must be specified in the technical dossier **BUT with NO** financial information included, which must be separately submitted in Section 8.4.

In the event of a joint offer involving subcontractors (see Section 7.3 of this document), the totals for the proportion (%) of the contract between the “lead contractor” and each of the sub-contractors need to be indicated. This proportion needs also to be indicated for the proposed external experts, if any.

Table of allocation of tasks to be filled:

Type of Service Provider	Classification by Category (I, II, III or IV)	Position within the project team	Number of Working Days	Allocation of Tasks	Proportion of the Contract In %
Lead Contractor					
	Category ....	.....	.....	.....
	Category ....	.....	.....	.....
	...				
	<i>Sub-Total</i>		.....		.....
Subcontractor 1					
	Category ....	.....	.....	.....
	Category ....	.....	.....	.....
	...				
	<i>Sub-Total</i>		.....		.....
Subcontractor 2					
	Category ....	.....	.....	.....
	Category ....	.....	.....	.....
	...				
	<i>Sub-Total</i>		.....		.....
...					
External Experts					
	Category ....	.....	.....	.....
	Category ....	.....	.....	.....
	...				
	<i>Sub-Total</i>		.....		.....
	Total		.....		.....

Explanatory notes for the above table

Please note that in this table **NONE of the members of the project team may be identified by name.**

Type of service provider

In the event of a consortium (see Sections 7.3.1 and 7.3.2 of this document), or an offer involving more than one service providers (see Section 7.3.3, subcontracting, and Section 8.2.3.2 (5), use of external experts), the type of service provider needs to be identified.

Classification by Category

Each member of the project team needs to be classified by level of qualification; from Category I to IV (see explanatory notes on the Price Table in Section 8.4 below).

Position within the project team

The position of each member within the project team (Project leader, etc.) needs to be identified.

Number of working days

For each member of the project team and type of service provider, the total number of working days should be identified.

Allocation of tasks

For each member of the project team an allocation of tasks should be given by making a **clear reference to the tasks described in section 2.**

8.4. Financial Offer - Price Schedule

The Tenderer should ensure that the requirements of Section 7.2 above are understood before completing the Financial Offer - Price Schedule.

The total amount of the Financial Offer - Price Schedule (A.5 in the Table of Prices below), to be filled in by the Tenderer, will constitute the basis for Section 9.3.2 - Price Criteria, even where the addition of the sub-totals for the fees and other costs do not necessarily equal this figure.

All Tenderers must therefore leave the presentation of this price schedule unchanged. If the table is reproduced using word-processing facilities, the Tenderer must ensure that all the fields from the original schedule are included in this reproduction. Omissions or changes to the original table may lead to elimination.

Tenderers are also reminded that the total price of this table will be taken for the basis for Article I.3 (Contract Price) of the future Service Contract, if and when awarded. All references to prices for additional costs of co-ordination, general administration, etc will be ignored - such costs must be included as part of the price offer in the Table of Prices.

All prices in parts A1 to A5 of the Price Schedule are to **EXCLUDE VAT**, irrespective of the Member State of the Tenderer.

(NB In the event the contract is attributed to a Tenderer located in a Member State, where the applicable VAT regulations require VAT to be added for the purposes of invoicing, the European Commission will be subsequently refunded this amount of VAT from the Member State concerned.)

The Financial Offer must be within the budgeted price range of 140 000 € to 180 000 €. Any tender offers received, that do not respect the upper limit, as defined in Section 3.1, will be automatically excluded from the evaluation procedure. However, it is expected that any price offer below 140 000 € will constitute an abnormally low tender and it is likely that, without a satisfactory explanation, such a tender will be rejected.

- Category I: Highly qualified member of personnel having assumed important responsibilities in his/her profession recruited for his/her management/supervisory, thought and creativity skills as regards professional practise. He/she must have at least 15 years professional experience of which at least 7 must be connected with the professional sector concerned and the type of tasks to be performed.
- Category II: Highly qualified member of personnel having assumed responsibilities in his/her profession recruited for his/her management/supervisory, thought and creativity skills as regards professional practise. He/she must have at least 10 years professional experience of which at least 4 must be connected with the professional sector concerned and the type of tasks to be performed.
- Category III: Certified member of personnel having received a high-level training in his/her profession recruited for his/her thought and creativity skills as regards professional practise. He/she must have at least 5 years professional experience of which at least 2 must be connected with the professional sector concerned and the type of tasks to be performed.
- Category IV: Junior member of personnel, newcomer to the profession but with a training related to the professional sector concerned and the type of tasks to be performed.

The resulting price is expected to cover the salary costs and ALL administrative and overhead expenses, but it should not include the costs defined below:

Part A.2 - Other costs (to be described)

For example, these may contain the following items:

- * Unavoidable expenses necessary to the achievement of the contract (e.g. the purchase of specialised equipment, etc. - in such cases, the depreciation of the said equipment must be determined);
- * Translation costs of the expected documents into English or French from other languages, according to the requirements set in the present Tender Specifications;
- * Other (to be specified), if any.

Part A.3 - Mission expenses

For Brussels: The unit price is the cost of return travel for one member of personnel from the Contractor's location to Brussels to attend a one day meeting, as described in Sections 1 to 5 of the Tender Specifications (Document N° 1 attached to the Letter of Invitation to Tender). The number of meetings will be as described in Sections 1 to 5 of the Tender Specifications.

(N.B. The fee for the member of personnel's time at such meetings will be included with Part A.1).

For other missions: Describe the missions to be undertaken for the costs included.

Part A.4 - Daily subsistence allowances

For Brussels: The unit price costs include all the subsistence costs (hotel/meals/local transport/etc.) for one member of personnel on mission for a one-day meeting in Brussels. The number of "Daily Subsistence Allowance" will be as described in Sections 1 to 5 of the Tender Specifications.

For other missions: Describe the missions to be undertaken for the costs included.

N.B. It is for each Tenderer to decide its own basis for determining the estimate for the mission expenses (e.g., the type of transport) and the daily subsistence allowance (level of expense reimbursement for its personnel) in determining its unit price offer for the above parts A.3 and A.4.

A “w.d.” is considered to be 1 working day for 1 Contractor’s member of personnel, where the normal work time for 1 day respects the law and regulations in force in the country where the Services are to be performed.

9. EVALUATION OF TENDERS AND AWARD OF THE CONTRACT

9.1. Exclusion of Tenderers

Tenderers shall be **excluded from participation** if:

- 9.1.1 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;
- 9.1.2 they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- 9.1.3 they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- 9.1.4 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;
- 9.1.5 they have been the subject of a judgment 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;
- 9.1.6 they are currently subject to an administrative penalty by the European Commission.

Tenderers shall be **excluded from the award of the contract** if:

- 9.1.7 they are subject to a conflict of interest;
- 9.1.8 they are guilty of misrepresentation in supplying the information required as a condition of participation in the contract procedure or fail to supply this information;
- 9.1.9 they find themselves in one of the situations of exclusion, as described in Sections 9.1.1 to 9.1.6 above.

In the case of a consortium (Sections 7.3.1 and 7.3.2) or a tender using subcontractors (Section 7.3.3.), these exclusion criteria will be applied to all individual “service providers” and subcontractors included in the tender offer. All “service providers” and subcontractors must therefore supply the information requested in accordance with the requirements of Section 8.2.2 above, on which the exclusion decision will be made.

9.2. Selection of tenderer - selection criteria

Tenderers' capacity will be assessed in accordance with the criteria below.

9.2.1. *Economic and financial capacity*

(SC.1) Tenderers must demonstrate that they are financially sound and have the financial capacity to carry out the work in the time period defined in Section 6.2 of the Tender Specification.

9.2.2. *Technical capacity*

(SC.2) Tenderers must possess the necessary experience of direct relevance to the activities concerned or to the provision of the services and products described in Sections 1 to 5 of the Tender Specification.

(SC.3) Tenderers must demonstrate that they have the skills and human resources and the technical ability needed to provide the services and products required, including the ability to work in languages, as described in Section 4 of the Tender Specification;

The selection decision for economic and financial capacity & technical capacity will be made on the basis of the information supplied by the Tenderer in accordance with the requirements of Section 8.2.3.1 and Section 8.2.3.2 above and, where applicable, other information that the Commission may judge relevant.

In the case of a consortium (Sections 7.3.1 and 7.3.2) or a tender involving subcontracting (Section 7.3.3), it is not necessary for each individual “service provider” or subcontractor to meet each of the above defined selection criteria. It will be necessary for the combined composition of all the “service providers” of the consortium, or the Tenderer with his subcontractors, to show that the submitted tender meets each of the selection criteria.

N.B. The Contracting Authority will consider that an offer does not meet the selection criteria (SC.1) in the event that a “service provider” within a consortium, or where a subcontractor, is in a financial position that could affect the financial ability of the Tenderer to execute the contract.

9.3. Evaluation of tenders – award criteria

The Commission will award the contract after comparing the tenders in the light of the following criteria:

9.3.1. *Quality criteria*

Q C Quality Criteria	Maximum points
QC 1. General approach and work to be performed (see section 8.3.1.1 above)	20
QC 2. Proposed methodology and tools for the analysis of the study questions (see section 8.3.1.2 above) of which:	60
• Question 1	15
• Question 2	15
• Question 3	5
• Question 4	5
• Question 5	20
QC 3. Approach proposed for the daily management of the work (see section 8.3.1.3 above)	20

The assessment of each individual quality criterion should be at least 50% of the maximum score set for that criterion. Those offers which do not receive these minimum scores shall be rejected.

The overall assessment (sum of points for all criteria) should be at least 60 points out of 100. Those offers which do not receive this minimum overall score shall be rejected, even if they received the minimum score for each individual criterion.

The scoring will be effected on the basis of the information supplied by the Tenderer in accordance with the requirements of Section 8.3 above.

9.3.2. *Price criteria*

The Commission will base its assessment on the Price Offer - Price Schedule (Table of prices, see Section 8.4 above), which will be the total amount of the contract to be awarded.

9.4. Award of the contract

The contract will be awarded to the tender with the best Price / Quality ratio (“best-value-for-money” procedure).

The weighting to be applied to the price, according to Section 9.3.2 above, will be 50%; the weighting to be applied to quality, according to Section 9.3.1 above, will be 50%.

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10. ANNEX 1: GLOSSARY OF TERMS RELATED TO FRESH FRUIT AND VEGETABLES

Commercial types: products which belong to different varieties that have similar technical characteristics and/or appearance (ex: tomatoes may be classified into four commercial types: “round”, “ribbed”, “oblong” or “elongated”, “cherry” tomatoes (including “cocktail” tomatoes)).

Varieties: applied to a fruit or vegetable that differs from other individuals in its species either by its appearance, the shape or colouration.

Commercial varieties: fruits or vegetables which belong to different varieties that have similar technical characteristics and/or appearance, which belong to a similar varietal type.

Quality: in the framework of this study, quality of fruit and vegetables refers to fruits and vegetables which are sound, fair and marketable. In the framework of the green paper on agricultural product quality [COM(2008) 641 final], quality is about meeting consumer's expectations.

Diversity: The variety and relative abundance of different entities within species and among species.

Classification: is a division or category in a system which divides things into groups or types. Fruit and vegetables can be classified in three classes:

- Extra class: superior quality;
- Class I: good quality;
- Class II: products fit for consumption but do not meet requirements from the other classes.

Red tape: derisive term for excessive regulation or rigid conformity to formal rules that is considered redundant or bureaucratic and hinders or prevents action or decision-making. It is usually applied to government, but can also be applied to other organizations like corporations.

Species: A group of organisms that differ from all other groups of organisms and that are capable of breeding and producing fertile offspring. This is the smallest unit of classification for plants and animals.

11. ANNEX 2: BIBLIOGRAPHY (NON-EXHAUSTIVE)

- Council Regulation (EC) No 1234/2007 of 22 October 2007 establishing a common organisation of agricultural markets and on specific provisions for certain agricultural products (Single CMO Regulation)
- Commission Regulation (EC) No 1221/2008 of 5 December 2008 amending Regulation (EC) No 1580/2007 laying down implementing rules of Council Regulations (EC) No 2200/96, (EC) No 2201/96 and (EC) No 1182/2007 in the fruit and vegetable sector as regards marketing standards
- Commission Regulation (EEC) No 1292/81 of 12 May 1981 laying down quality standards for leeks, aubergines and courgettes
- Commission Regulation (EEC) No 2213/83 of 28 July 1983 laying down quality standards for onions and witloof chicory
- Commission Regulation (EEC) No 1591/87 of 5 June 1987 laying down quality standards for cabbages, Brussels sprouts, ribbed celery, spinach and plums
- Commission Regulation (EEC) No 1677/88 of 15 June 1988 laying down quality standards for cucumbers
- Commission Regulation (EC) No 831/97 of 7 May 1997 laying down marketing standards applicable to avocados
- Commission Regulation (EC) No 2288/97 of 18 November 1997 laying down marketing standards for garlic
- Commission Regulation (EC) No 963/98 of 7 May 1998 laying down marketing standards for cauliflowers and artichokes
- Commission Regulation (EC) No 730/1999 of 7 April 1999 laying down the marketing standard for carrots
- Commission Regulation (EC) No 1168/1999 of 3 June 1999 laying down marketing standards for plums
- Commission Regulation (EC) No 1455/1999 of 1 July 1999 laying down the marketing standard for sweet peppers
- Commission Regulation (EC) No 2377/1999 of 9 November 1999 laying down the marketing standard for asparagus
- Commission Regulation (EC) No 2561/1999 of 3 December 1999 laying down the marketing standard for peas
- Commission Regulation (EC) No 2789/1999 of 22 December 1999 laying down the marketing standard for table grapes
- Commission Regulation (EC) No 790/2000 of 14 April 2000 laying down the marketing standard for tomatoes
- Commission Regulation (EC) No 851/2000 of 27 April 2000 laying down the marketing standard for apricots
- Commission Regulation (EC) No 175/2001 of 26 January 2001 laying down the marketing standard for walnuts in shell
- Commission Regulation (EC) No 912/2001 of 10 May 2001 laying down the marketing standard for beans

- Commission Regulation (EC) No 1508/2001 of 24 July 2001 laying down the marketing standard for onions and amending Regulation (EEC) No 2213/83
- Commission Regulation (EC) No 1543/2001 of 27 July 2001 laying down the marketing standard for lettuces and curled-leaved and broad-leaved (Batavian) endives
- Commission Regulation (EC) No 1615/2001 of 7 August 2001 laying down the marketing standard for melons and amending Regulation (EC) No 1093/97
- Commission Regulation (EC) No 1799/2001 of 12 September 2001 laying down the marketing standard for citrus fruit
- Commission Regulation (EC) No 2396/2001 of 7 December 2001 laying down the marketing standard applicable to leeks
- Commission Regulation (EC) No 843/2002 of 21 May 2002 laying down the marketing standard for strawberries and amending Regulation (EEC) No 899/87
- Commission Regulation (EC) No 1284/2002 of 15 July 2002 laying down the marketing standard for hazelnuts in shell
- Commission Regulation (EC) No 1466/2003 of 19 August 2003 laying down the marketing standard for artichokes and amending Regulation (EC) No 963/98
- Commission Regulation (EC) No 1757/2003 of 3 October 2003 laying down the marketing standard for courgettes and amending Regulation (EEC) No 1292/81
- Commission Regulation (EC) No 85/2004 of 15 January 2004 laying down the marketing standard for apples
- Commission Regulation (EC) No 86/2004 of 15 January 2004 laying down the marketing standard for pears
- Commission Regulation (EC) No 214/2004 of 6 February 2004 laying down the marketing standard for cherries
- Commission Regulation (EC) No 1673/2004 of 24 September 2004 laying down the marketing standard applicable to kiwi-fruit
- Commission Regulation (EC) No 1861/2004 of 26 October 2004 laying down the marketing standard applicable to peaches and nectarines
- Commission Regulation (EC) No 1862/2004 of 26 October 2004 laying down the marketing standard applicable to watermelons
- Commission Regulation (EC) No 1863/2004 of 26 October 2004 laying down the marketing standard applicable to cultivated mushrooms
- Commission Regulation (EC) No 634/2006 of 25 April 2006 laying down the marketing standard applicable to headed cabbages and amending Regulation (EEC) No 1591/87
- Green Paper on agricultural product quality policy and conclusions from the consultation
http://ec.europa.eu/agriculture/quality/policy/index_en.htm
- Agricultural commodity markets - Past developments: Fruits and vegetables" (07/2007),
http://ec.europa.eu/agriculture/analysis/tradepol/worldmarkets/fruitveg/072007_en.pdf
- Agricultural trade statistics 1999 – 2007,
http://ec.europa.eu/agriculture/agrista/tradestats/2007/index_en.htm