

TENDER SPECIFICATION – TENDER N° AGRI-2009-EVAL-01

TITLE:

Inventory of certification schemes for agricultural products and foodstuffs marketed in the EU Member States

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 offer 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 n° 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 project

Recent years have seen a substantial growth in private and national certification schemes for agricultural products and foodstuffs.

Certification schemes provide assurance (through a certification mechanism) that certain aspects of the product or its production method, as laid down in a specification, have been observed. They cover a wide range of different initiatives, both public and private, that function at different stages of the food supply chain (pre- or post-farm gate, covering the whole chain or just a segment). They can operate at the business-to-business (B2B) level or at the business-to-consumer (B2C) level. They can make use of logos but, especially at the B2B-level, many do not.

Certification schemes for agricultural products and foodstuffs in the EU range from compliance with compulsory production standards to additional requirements relating to environmental protection, animal welfare, organoleptic qualities, worker welfare, fair trade, climate change concerns, ethical, religious or cultural considerations, farming methods, and origin.

A preliminary inventory arrives at close to 400 different schemes¹, even though this figure has been disputed. In the light of ongoing work on agricultural product quality policy, it is therefore essential to revise, expand and update this preliminary work and to add more detail to the information collected previously.

1.2. Objective of the project

The aim of this project is to put in place an inventory of certification schemes for agricultural products and foodstuffs which are marketed in the EU, to describe the main parameters of these schemes and classify them according to a number of criteria.

This inventory will be used in the further development of agricultural product quality policy of the European Commission. Publication on the DG AGRI websites will be considered, together with aggregated information (schemes by country, by sector, etc.).

1.3. Sponsor and user of the project

The Commission's Directorate-General for Agriculture and Rural Development is the commissioning body of this project, which will be used by the Directorate-General as monitoring tool. The project will be followed up by a steering group.

¹ see http://foodqualityschemes.jrc.ec.europa.eu/en/documents/inventory_FQAS_Nov_2006.xls

2. TASKS TO BE PERFORMED BY THE CONTRACTOR

2.1. Scope of the project

2.1.1. Examination period

The project will cover all certification schemes for agricultural products and foodstuffs marketed in the EU-27 at the date of signing the contract.

2.1.2. Geographical coverage

The project will cover all 27 EU Member States. Schemes originating outside of the EU but covering products marketed in the EU-27 under the scheme's certification mark will be included.

2.1.3. Product coverage

The project shall cover all certification schemes for agricultural products and foodstuffs which are

- (a) covered by Annex I of the Treaty² or by Article 2 of Regulation (EC) no. 178/2002 (General Food Law)³ and
- (b) marketed in the EU-27.

2.2. Tasks

2.2.1. Task 1: Structuring

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

Task 1.1: Cleaning of the existing inventory of certification schemes that will be made available by DG AGRI – deletion of data entries which either do not comply with the agreed definition of a certification scheme or which no longer operate in the EU market.

Task 1.2: Identify existing information sources: databases, studies (including EU and national research projects), reports, etc.

Task 1.3: Develop a data collection strategy. There is as yet no centralised source of information on certification schemes for agricultural products and foodstuffs. Therefore, a variety of means will have to be used for the identification of schemes and the collection of data.

² European Union — consolidated versions of the Treaty on European Union and of the Treaty Establishing the European Community (consolidated text) Official Journal C 321E of 29 December 2006

(<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:C:2006:321E:0001:0331:EN:pdf>)

³ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32002R0178:EN:HTML>

Task 1.4: Define the structure and content of the inventory. The inventory should contain (as minimum information) for each certification scheme:

- a) name of the scheme
- b) home page (URL)
- c) specification available on home page (yes/no; URL)
- d) contact details (name of contact person; address, telephone, fax, e-mail)
- e) country/ies of origin of the scheme
- f) geographical coverage:
 - a. regions/countries where products covered by the this scheme are produced/processed;
 - b. regions/countries where products covered by the scheme are sold/marketed.
- g) does the scheme impose geographical restrictions on production and/or participants?
- h) scheme manager (organisation responsible for scheme implementation)
- i) scheme developer (who is making the rules? Stakeholder involvement in scheme development)
- j) scheme participants (who has to follow the rules?)
- k) number of scheme participants (number of certificates issued) at the date of signing the contract
- l) scheme starting date
- m) policy area(s) covered (e.g., health & safety; origin; animal welfare; organic farming; climate change; use of natural resources; environmental zone; organic; integrated production)
- n) products covered (e.g., fruit & vegetables; dairy; meat)
- o) scheme logo (yes/no; include example)
- p) certification details (cost; certification body; accreditation (to which standard?) – to be detailed)
- q) internal audit of the scheme (yes/no; frequency)
- r) control details (frequency; announced or not; cost; control body – to be detailed)

- s) public support (financial, administrative, etc.); is the scheme officially recognised by a public authority?
- t) is the scheme included in a rural development programme?
- u) is participation in the scheme taken into account for the risk assessment of cross-compliance controls?
- v) details on mutual recognition and/or benchmarking with other schemes

In addition, the inventory should, as far as possible, include information on the production volume and value under each scheme.

The structure of the inventory should anticipate its further development (new schemes, new fields etc.) and its updates.

Task 1.5: Create data collection tools: The contractor will create the tools needed for the data collection: interview guides, questionnaires, queries for extractions from databases, and any other data collection instruments that the contractor deems appropriate to the tasks to be performed.

The tools created under this task will have to be presented to the Steering Group (see 3.2) before data collection itself (task 2.2) starts.

Task 1.6: Create the system of quality checks of data. The contractor will define systems of quality checks of gathered information (completeness, accuracy), e.g. through the consultation of independent experts.

Task 1.7: Define a well detailed structure of the final deliverable.

2.2.2. Task 2: Data collection

With respect to data collection, the contractor will elaborate the following elements:

Task 2.1: Literature review: The contractor will make a review of existing literature concerning certification schemes for agricultural products and foodstuffs

Task 2.2: Collect information: The main task will be to collect information on certification schemes in the EU-27. In most cases, it will be necessary to directly contact the organisations responsible for the implementation of the scheme. The contractor will also review existing literature and databases, conduct interviews with national and regional authorities, with sectoral organisations and researchers and will make use any other information sources to feed the inventory defined in task 1.4.

Task 2.3: Draft an overview on progress of the work, including the difficulties encountered in carrying out the on-going tasks and proposing solutions to solve them, including necessary adaptations of the proposed methods in the offer.

Task 2.4: Present a prototype of the inventory.

Task 2.5: Continue information collection in order to complete the inventory and fill data gaps.

Task 2.6: Report about information collection

- a) Report on data collected. The contractor should keep and present to the Commission a record of every survey or interview in form of summary minutes, including the date and the name of the interviewee.
- b) Assess the validity of information gathered with quality checks of task 1.6 and describe limits of the information gathered.

Task 2.7: Creation and feeding of the inventory: Based on task 1.1 (cleaning of existing inventory) and task 1.4 (structure of the inventory) as well as tasks from 2.1 to 2.6, the contractor will create and feed-in the inventory with all data related to certification schemes for agricultural products and foodstuffs in the EU-27.

Task 2.8: Report on remaining gaps and propose possible solutions for addressing them in the future.

2.2.3. **Task 3: Build data aggregations**

Data aggregations should be built at least at the following levels:

- Schemes by all relevant policy area (e.g., health & safety; origin; animal welfare; organic farming; climate change; use of natural resources; environmental zone; organic; integrated production)) for each Member State and for the EU-27 as a whole
- Schemes by all relevant product group covered (e.g., fruit & vegetables; dairy; meat) within each Member State and for the EU-27 as a whole
- Further data aggregations may be requested by the Steering Group during discussions of the second interim deliverable.

2.2.4. **Task 4: Reporting**

The contractor will elaborate the following elements:

Task 4.1: Delivery of the inventory (in full)

- The inventory shall be delivered in an electronic format compatible with the Commission's computer facilities (MS-Office format). The contractor will provide written detailed explanations of the functioning of the inventory to key users (instruction manual)
- Data aggregations should be presented in tables, charts or graphs as appropriate.

Task 4.2: Draft a summary of the main findings of maximum 5 pages. It should summarise the whole project. It should include a brief presentation of the work and the methods used as well as description of the data gathered together with their limitations and data gaps.

Task 4.3: Report on limitations of the inventory and data gaps.

Task 4.4: Compile the draft final deliverable.

It has to include:

- a. a table of content, which has to be drafted on the basis of task 1.7;
- b. a summary of the main findings (task 4.2)
- c. inventory with the manual and aggregations (task 4.1)
- d. report on limitation of the inventory and data gaps (task 4.3);
- e. in the annex - detailed information sources (output of tasks 1.1, 1.2, 2.1, and 2.6).

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.

Task 4.5: Draft a PowerPoint presentation of the inventory and its content, of maximum 30 slides, highlighting the main findings, limitations, and data gaps.

2.3. 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 (AOSD – person responsible for the signature of the contract). This is of particular importance for the deliverables to which a payment is linked.

All parts of all deliverables are to be submitted in English or French. Original names of schemes should be written in Latin characters.

All deliverables must be submitted in an electronic format compatible with the Commission's computer facilities (MS-Office format) (preferably by e-mail (agri-evaluation@ec.europa.eu)).

The final deliverable will be finalised once the draft final deliverable has been accepted by the Commission and must be submitted in 10 copies (including one

'master' for reproduction), on CD-Rom, and in an electronic form compatible with the Commission's computer facilities.

2.4. Requirements for collection of data and information

All available information and data will be provided to the contractor at the kick-off meeting. Other specific information needs from the Commission sources are to be requested specifically via DG AGRI Evaluation Unit.

Given that the main task is the creation of an inventory, the contractor will have to collect data through a variety of means, including web-based research, review of existing literature, interviewing representatives of stakeholder groups, relevant agencies, associations, public authorities at local, national and regional level, owners and users of schemes, accreditation and certification bodies, experts, etc. Based on these specific requirements, it is recommended that the contractor should use an appropriate team, foresee a sufficient time to collect and process the data and, if necessary, a sufficient budget for paying data sources.

Existing literature and other sources on the subject should be consulted and quoted in an Annex to the final deliverable.

3. ORGANISATION OF THE WORK

3.1. Budget allocated

The budget attributed to this project is in the range from 150.000 € to 200.000 €. 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's Services.

This ad hoc body is responsible for monitoring the exercise: precisions regarding the aspects to be analysed, discussion of the methods used and monitoring of the work.

The contractors 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.

The contractor will be required to attend meetings with the steering group in order to monitor the exercise, in accordance with the timetable in section 5.1.2 below.

3.3. Procedure retained for task execution

The timetable for the work and the deliverables to be submitted is laid down in section 5.1.1 below.

At the end of the work, the steering group will prepare a quality judgement of the final deliverable in line with the evaluation quality assessment applied in the EC (see http://ec.europa.eu/budget/evaluation/Key_documents/evalguides_en.htm). In the

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

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

4. DESCRIPTION OF THE TECHNICAL REQUIREMENTS AND REQUIRED PROFILES

The project team will have to present the following characteristics:

4.1. Experience required

- knowledge of certification schemes for agricultural products and foodstuffs operating in the EU-27;
- knowledge of the corresponding body of literature and the institutional structure involved in certification schemes for agricultural products and foodstuffs;
- knowledge of techniques, tools and methodologies for data collection in conformity with the state of art;

4.2. Specific skills

- be in a position to collect data in all EU Member States;
- have the capacity to analyse data and information in all official languages of the EU.

5. TIMETABLE & PHYSICAL LOCATION

5.1. Timetable for the work and deliverables

The work must be completed within **10 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 project 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 2.2 – tasks

DURATION OF THE WORKS: 10 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	1 st interim	Task 1.1: Cleaning of the existing inventory	Annex
		Task 1.2: Identify existing information sources	Annex
		Task 1.3: Develop data collection strategy	
		Task 1.4: Define the structure and content of the inventory	
		Task 1.5: Create data collection tools	
		Task 1.6: Define quality checks of data	
		Task 1.7: Define a well detailed structure	Report
		Task 2.1: Literature review	Annex
Second: 3 months	2 nd interim	Task 2.2: Collect information	
		Task 2.3: Draft an overview of progress of work	
		Task 2.4: Present prototype of the inventory	Report
Third: 3 months	3 rd interim	Task 2.5: Continue data collection	
		Task 2.6: Report about data collection	Annex
		Task 2.7: Creation and feeding of the inventory	Report
		Task 2.8: Report on remaining data gaps	
		Task 3: Building data aggregations	Report
Fourth: 2 months	Draft Final Deliverable	Task 4.1: Delivery of the inventory and aggregations	Database
		Task 4.2: Summary of the main findings	Report
		Task 4.3: Report on limitations of the inventory and data gaps	Report
		Task 4.4: Draft final deliverable	Report
		Task 4.5: Draft a PowerPoint presentation	Power Point presentation

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 of complementary information to the assignment.</p> <p>This meeting will also be used to discuss in detail the working plan, 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.</p>	

In summary, a maximum of five meetings of one day with the steering group will be required. The costs related to the fact finding missions and to four 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.

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 10 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°. 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 tender⁴, 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 These examples may cover, among the others: works, data gathering, studies, projects, reports, etc. in the area of the certification schemes.

- (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 150 000 € to 200 000 €. 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 150 000 € 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 sub-contractors, 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)	25
QC 2. Proposed methodology and tools for the data collection (see section 8.3.1.2 above)	60
• Task 1	15
• Task 2	30
• Task 3	5
• Task 4	10
QC 3. Approach proposed for the daily management of the work (see section 8.3.1.3 above)	15

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%.

* * *