

TENDER SPECIFICATION – TENDER N° AGRI-2009-L4-03

**FRAMEWORK CONTRACT FOR THE EVALUATION OF CAP MEASURES
APPLIED TO THE STARCH, SUGAR AND COTTON SECTORS**

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”.

INDEX

1	PURPOSE OF THE CONTRACT	3
1.1	Background of the evaluations	3
1.2	Objectives and general approach of the framework contract	3
1.3	Sponsor and use of the framework contract	4
2	TASKS TO BE PERFORMED BY THE CONTRACTOR	4
2.1	Scope of the framework contract.....	4
2.2	Evaluation Questions.....	5
2.3	Tasks and Methodology	5
2.4	Deliverables.....	8
3	ORGANISATION OF THE WORK.....	9
3.1	Procedure retained for the implementation of the framework contract.....	9
3.2	Overall management of an individual evaluation.....	9
3.3	Documentation	10
4	DESCRIPTION OF THE TECHNICAL REQUIREMENTS AND REQUIRED PROFILES	10
	Experience required.....	10
	Specific skills	10
5	TIMETABLE AND PHYSICAL LOCATION.....	11
5.1	Timetable for the work and deliverables.....	11
5.2	Physical location where services have to be performed.....	11
6	TYPE OF CONTRACT AND PARTICULAR ARTICLES	11
6.1	Type of Contract.....	11
6.2	Duration and amount of the Contract.....	12
6.3	Details of the Contract.....	12
7	GENERAL TERMS AND CONDITIONS APPLICABLE TO AN INVITATION TO TENDER.....	14
7.1	Conditions	14
7.2	Prices	14
7.3	Joint tender	14
7.4	Subcontracting.....	15
7.5	Evaluation of the offers and award of the Contract.....	15
7.6	Contact point	16
8	CONTENTS OF THE TENDER	17
8.1	Presentation of the offer	17
8.2	Administrative Information.....	18
8.3	Technical Offer	23
8.4	Financial Offer - Price Schedule	27
9	EVALUATION OF TENDERS AND AWARD OF THE CONTRACT.....	32
9.1	Exclusion of Tenderers.....	32
9.2	Selection of Tenderers - selection criteria.....	33
9.3	Evaluation of Tenders - award criteria	33

1 PURPOSE OF THE CONTRACT

1.1 Background of the evaluations

In 2003, the reform of the Common Agricultural Policy (CAP) was adopted with the aim of promoting a more market-oriented and competitive agriculture.

The biggest change was to remove the link between support and production. In this context, Council Regulation 1782/2003 introduced a Single Payment Scheme (SPS) which is a system of decoupled income support, combining various types of pre-existing direct payments into a single payment.

As a result of further reforms of Common Market Organisations, additional amounts have been added to the SPS, by further shifting support from coupled market measures to decoupled direct payments.

However, coupled forms of direct support have continued to exist. Council Regulation 1782/2003 permits Member States to retain certain types of direct payments linked to production ("partial implementation of the SPS"). Other forms of direct aids linked to the production are provided for under the category "other aid schemes" which are subject to certain specified conditions such as methods and quality of production.

Apart from this, the new Member States can also grant complementary national direct payments (CNDPs) that are coupled to production. CNDPs are fully financed from the national budget or co-financed from the EU rural development funds.

The coupled aid is granted to maintain certain levels of production, which in some cases aims at ensuring the supply of raw materials to the downstream sectors. In other cases, maintaining coupled support follows the motive of avoiding negative environmental consequences of abandoning certain types of farming practices, or the motive of promoting certain qualities.

In spite of the different options for coupled support, full decoupling of direct income aid is the general principle in the application of the SPS from 2005 onwards and, following a transitional period of implementation, about 90% of all direct payments have been fully decoupled from the beginning of 2007.

1.2 Objectives and general approach of the framework contract

The Commission's Directorate-General for Agriculture and Rural Development (referred to below as DG AGRI) is responsible for the systematic evaluation of agricultural measures. Following the implementing rules of the Financial Regulation applicable to the general budget of the European Communities (Council Regulation No 1605/2002), all measures causing budgetary expenditure shall have their results evaluated in a cycle of six years.

Services to be carried out in the context of this framework contract have the objective of evaluating the impacts of the CAP measures directed towards the sectors of starch, sugar and cotton.

The evaluations envisaged within this Framework Contract will be mainly retrospective ones, however, in some evaluation projects prospective analyses may be also requested.

The evaluation projects envisaged will examine the effectiveness¹ and efficiency² of the measures in question. They may also question the coherence³ and relevance⁴ of the evaluated activities, as well as their possible unintended side-effects.

1.3 Sponsor and use of the framework contract

DG AGRI is the commissioning body of the evaluations to be carried out under this framework contract, which will be used by DG AGRI itself and by the other Commission departments with an interest in these measures.

2 TASKS TO BE PERFORMED BY THE CONTRACTOR

2.1 Scope of the framework contract

2.1.1 Measures to be covered

The Requests for Services for each specific evaluation project will define the specific measures to be analysed. The individual evaluations will take into account the choices made by Member States in the implementation of the respective schemes at national level.

The focus of the evaluation projects will be on decoupled and/or coupled direct payments. Whereas it lies in the very nature of decoupled payments that they cannot be attributed to certain sectors, the evaluation projects will, nevertheless, have a sectoral perspective in order to capture the impact of the transition from coupled to decoupled support as well as the impact of maintaining coupled support. Moreover, analysing those impacts must take into account other important drivers, including other CAP measures targeted at the sectors concerned.

2.1.2 Geographical coverage

The specific geographical coverage to be examined will be defined by each Request for Services concerning a single evaluation project.

The evaluations will normally refer to EU-27. Some evaluation projects may require more in-depth analysis at the level of certain Member States and/or regions. However, the conclusions will always have to be drawn with respect to the EU of 27.

2.1.3 Period to be examined

The specific time period to be examined will be defined by each Request for Services concerning a single evaluation project.

¹ Effectiveness: The extent to which objectives pursued by an intervention are achieved.

² Efficiency: Best relationship between resources employed and results achieved in pursuing a given objective through an intervention.

³ Coherence: The extent to which the intervention does not contradict other interventions with similar objectives.

⁴ Relevance: The extent to which an intervention's objectives are pertinent to needs, problems and issues.

Generally, the evaluations will have its focus on the period following the implementation of the mid-term evaluation reform of the CAP, notably from 1 January 2005 onwards. However, for analytical reasons – in particular as regards assessing the impact of the measures concerned – the analysis has to include previous years, which will be defined in more specific terms for each evaluation project.

2.2 Evaluation Questions

As core part of the evaluation work, the single evaluations will have to provide answers to evaluation questions which will be set out in each individual service contract (see also chapter 2.3.2).

Beyond gathering and analysing quantitative and qualitative information and data, the evaluations will have to provide founded judgements based on a solid and rigorous analysis (making use of quantitative and qualitative approaches) and will have to put forward reasoned conclusions.

The answers to each evaluation question shall include the following aspects:

- interpretation and comprehension of the key terms of the evaluation questions,
- indication of the judgement criteria allowing to answer the question as well as, if necessary, the quantitative level to be reached,
- validity of the quantitative and qualitative information used,
- description of the evaluation methods used and an indication of their limitations,
- detailed description of the reasoning followed in the analysis, indicating in particular the underlying hypotheses and validity limits.

Conclusions for each question have to be drawn directly from the analysis and shall refer to the judgement criteria. In order to derive analytically sound judgements on the impact of policy measures, the analysis must take into account the whole range of relevant drivers and simulate the respective hypothetical counterfactual situation (absence of a measure in question).

The evaluation questions will be specified in each Request for Services and will focus on some, or all, of the following key evaluation issues: relevance, effectiveness, efficiency and coherence.

Tendering parties are expected to prepare a methodological proposal to address the evaluation questions; this methodological proposal will be considered as part of the quality criteria for the awarding of this framework contract (see chapter 8.3.1.4 "Study simulation").

2.3 Tasks and Methodology

2.3.1 *Tasks related to the management of the Framework Contract*

The first area of responsibility for the contractor covers the management of this framework contract. This implies structuring, organising, co-ordinating and supervising the series of individual evaluations, and ensuring that each stage of every evaluation is carried out to the

highest possible quality standards. Particular attention must be given to the quality of management in respect of timeliness, thorough adherence to terms of reference, accuracy, soundness of analysis and clarity of drafting.

The management of the Framework Contract may be reviewed in meetings with the Evaluation Unit at least once a year. In these meetings the contractor will discuss with the Commission (i) general experience with the management of individual evaluation projects, (ii) details of quality assurance activities undertaken in support of the work, and (iii) general methodologies and data sets to be used in several evaluation projects (iv) coordination requirements concerning the consolidation and dissemination of methods and data sets. These meetings will be organised at the occasion of a meeting related to one specific contract and do not have additional cost.

The technical offer should clearly show how this task will be accomplished, and should entail the involvement of key experts with adequate and relevant experience.

2.3.2 Evaluation tasks

The second area of responsibility, and core activity of the contractor, consists of the series of individual evaluations to be undertaken within this framework contract. The tasks to be performed for each individual evaluation, set out in the specific Terms of Reference, annexed to each Request for Services (see point 3.1 of the tender specifications), will generally be as follows, albeit with the possibility of variation:

2.3.2.1 Task 1: Structuring

During this phase, the contractor will have to carry out the following tasks:

Task 1.1:	Describe the sector, draft full inventory and description of the measures applied to the sector concerned and the changes of these over time: regulatory framework, implementing rules at EU, national and/or regional levels, chronology, etc.;
Task 1.2:	Establish a comprehensive model of intervention logic. Using a logical diagram or another similar analytical tool, build a theoretical model leading from the measures and their interactions to their expected impacts and to the objectives of the policy as a whole;
Task 1.3:	Draft detailed analysis of the evaluation questions included in every Request for Services: taking into account the specific aspects mentioned in the evaluation questions, define the key terms of the question, elaborate judgement criteria and, where appropriate, target levels;
Task 1.4:	Develop general approach and evaluation tools relevant for the specific contract (typologies, case studies, modelling, questionnaires, enquiries, etc.);

Task 1.5:	Define indicators. Identify the indicators that will allow to assess the relevance, the coherence, the effectiveness and the efficiency of the measures and thus to reply to each evaluation question ;
Task 1.6:	Identify quantitative and qualitative information sources for each evaluation question, i.e. databases, studies, people to be interviewed, etc.;
Task 1.7:	Create the tools needed for the quantitative and qualitative analysis (interview guides, questionnaires, queries for extractions from databases, requests for maps, guidelines for case studies if this tool is proposed, and every other data collection instrument that the contractor will deem appropriate). The tools created will have to be <u>validated by the Commission</u> before data collection itself (task 2.1) starts.

2.3.2.2 Task 2: Observing

During this phase, the contractor will carry out the following tasks:

Task 2.1:	Collect information and report about it: Collect the data necessary to feed the indicators defined under Task 1.5, including the data needed to feed the model/s if this tool is proposed, carry out interviews and write detailed minutes of these, carry out case studies and write monographs of these if this tool is proposed. Assess the validity of the information used.
Task 2.2:	Draft an overview on progress of the work, including the difficulties encountered in carrying out the tasks and proposing solutions to solve them, including necessary adaptations of the proposed methods in the offer.

2.3.2.3 Task 3: Analysing

With respect to analysing, the contractor will complete the following tasks:

Task 3.1:	Draft replies the evaluation questions or sub-questions (details will be included in every Request for Services). The replies to all the evaluation questions will form the core of the preliminary final and draft final deliverables of each evaluation, however, replies to some evaluation questions, may be requested already for the second interim report.
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2.3.2.4 Task 4: Judging

With respect to judging, the contractor will complete the following tasks:

Task 4.1:	In addition to answering the evaluation questions, the contractor will have to provide a judgement on the policy studied, in the form of general conclusions and recommendations , covering the subject as a whole, the interaction between the instruments, and lessons to be learnt from past implementation of the policy concerned; conclusions and recommendations have to be based strictly on findings of the analysis;
Task 4.2:	Draft an executive summary, no longer than 15 000 characters (spaces not included). It should include a very brief presentation of the evaluation work and the methods used, together with a summary of the conclusions and recommendations arising from the evaluation;
Task 4.3:	Translate the executive summary in order to provide it in English and French.
Task 4.4:	Draft a PowerPoint presentation of the evaluation work, of <u>maximum</u> 30 slides, highlighting the main findings.

2.3.3 Evaluation methodology

General guidance on the Evaluation within the Commission can be found in:

http://ec.europa.eu/budget/documents/evaluation_en.htm

A general description of the evaluation methodology to be followed is detailed in the guide ‘A Practical Guide for Commission Services (2004)’, published in this site.

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

2.4 Deliverables

During each evaluation process, the following documents shall be submitted by the contractor:

- 1) First interim deliverable
- 2) Second interim deliverable

- 3) Preliminary final deliverable
- 4) Draft final deliverable
- 5) Final deliverable

The specific content of each deliverable in terms of tasks to be performed will be specified in each Request for Service.

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.

All documents are to be submitted in English or French.

3 ORGANISATION OF THE WORK

3.1 Procedure retained for the implementation of the framework contract

The Contractor will ensure the supply of evaluation studies to be ordered by the Commission by the way of subsequent Requests for Services.

A **Request for Services** is a Commission document sent to the Contractor, pursuant to which the latter is required to carry out an evaluation for the former in accordance with the terms and conditions laid down in the corresponding Framework Contract. Requests for Services shall follow the format of a specimen document annexed to the Framework Contract (see models in Annex IV and V of the draft Framework Contract attached as Document No.2). If the Commission decides to enter into a Request for Services, it will be in accordance with article I.4 of the Framework Contract and its annexes.

For these services, orders by the Commission and supply by the Contractor shall strictly follow the provisions set in article I.4 of the draft Framework Contract attached as Document No.2. The Contractor will supply these services at the maximum fixed unit prices set in the Table of Prices included in his offer, which will form part of the Framework Contract to be signed (see draft Framework Contract attached as Document No.2)

The timetable for the work and the deliverables to be submitted will be laid down in each Request for Services.

3.2 Overall management of an individual evaluation

For the contractor, the signatory of the Framework Contract, or one of his duly authorised representatives, will act as project leader. The project leader will report directly to the Commission and will be responsible for the management and co-ordination of all services requested from the Contractor by the Commission by the way of Requests for Services (see article I.4 and Annex IV of the draft Framework Contract attached as Document No.2 to the letter of invitation to tender).

A steering group will be responsible for monitoring the evaluation exercise: examination of the aspects to be analysed, discussion of the methods used, monitoring of the evaluation work and commenting on the conclusions of the evaluation team. The project leader 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.

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 in the site:

http://ec.europa.eu/budget/documents/evaluation_en.htm. In the event of publication, the final deliverable will be accompanied by this judgement of quality.

The contractor will be required to attend meetings with the steering group which will monitor the evaluation exercise, in accordance with the timetable set up in the specific terms of reference annexed to each Request for Services.

3.3 Documentation

For each request for services, the contractor will have to study the Community legislation relevant for the specific evaluation. Some information available at Commission level will be given to the contractor at the kick off meeting of each evaluation. As a rule additional statistics and databases will have to be provided by the contractor.

4 DESCRIPTION OF THE TECHNICAL REQUIREMENTS AND REQUIRED PROFILES

In order to ensure a proper coverage for the different evaluations within this framework contract, the Contractor should have available a network of evaluators or experts in the different Member States and for the sectors subject to this framework contract.

A final list of experts will be established for each specific evaluation. However, a preliminary list of possible experts covering the whole scope of this framework contract should be presented in the tender for this framework contract.

Experience required

- Proven experience in evaluating public policies;
- In-depth knowledge of micro- and macroeconomic analysis, including the analysis based of FADN⁵ data;
- Coverage of a sufficient number of Member States (geographically and linguistically) to allow an EU overview, and the fullest possible coverage of the sectors/themes that will be addressed by each evaluation.

Specific skills

- Knowledge of techniques, tools and evaluation methodologies in conformity with the state of art;

⁵ Farm Accountancy Data Network: http://ec.europa.eu/agriculture/rica/index_en.cfm

- Knowledge of the European agricultural and rural development sector;
- Knowledge of the Common Agricultural Policy.
- Capacity to work at Community level in French and English

5 TIMETABLE AND PHYSICAL LOCATION

5.1 Timetable for the work and deliverables

The timetable for the work and deliverables will be detailed in the technical specifications annexed to each Request for Services.

5.2 Physical location where services have to be performed

The place of work will be at the contractor's premises, and, for the field work, in the countries mentioned in the geographical coverage of each evaluation. The meetings with the steering group and the fact-findings contacts will take place at the designated Commissions offices in Brussels.

The contractor must foresee **a minimum** of four trips to Brussels for each request for services: kick-off meeting, meeting to discuss the first interim deliverable, meeting to discuss the second interim deliverable and meeting to discuss a preliminary final deliverable. The contractor must also foresee the fact-finding mission to contact the Commission officials. This mission can be carried out separately or can be combined with the kick-off meeting. The number of meetings will be specified in each Request for Services.

The contractor will also have to foresee field work in the main producing Member States for each of the evaluations. The list of destinations and the individual costs and fees will be detailed in each specific offer.

N:B: The above Sections will constitute the basis of Annex I, "Tender Specifications", of the future Contract, if and, when awarded.

6 TYPE OF CONTRACT AND PARTICULAR ARTICLES

6.1 Type of Contract

The Contract, which may be signed between the contracting authority and the Contractor at the end of the present tender procedure, will be a Framework Contract for the provision of evaluation studies.

The Framework Contract will allow the contracting authority to periodically ask the Contractor, through "specific contracts", to perform evaluation studies according to fees for members of personnel of different categories for a certain number of days and for prices of other costs, following a working practice as described in Article I.4.1 of the draft Framework Contract (attached as Document No. 2 to the Letter of Invitation to Tender).

Prior to the signature of a “specific contract” by both the contracting authority and the Tenderer, the contracting authority is under no obligation to refund the Contractor for costs incurred.

6.2 Duration and amount of the Contract

The period of performance for the expected Framework Contract will be 48 calendar months from the date of its signature by both parties. The Framework Contract shall continue to apply to “specific contracts” concluded before the end of this period and where the expiry of the “specific contract” is not more than nine months later.

The maximum amount of the “specific contracts” over the total period of the Framework Contract is expected to be EUR 1 600 000.

This indicative amount for the Framework Contract will not constitute a commitment from the contracting authority towards the Contractor. The signature of such a Framework Contract places no obligation on the contracting authority to enter into any, a certain kind, or a certain number of “specific contracts”

Price revisions to the contract will be possible, starting one year after the conclusion of the contract, using price trends linked to the harmonised consumer prices index of the European Community. For the detailed implementation of these provisions, refer to Article I.3.3 of the draft Framework Contract.

6.3 Details of the Contract

6.3.1 Specimen Contract

A draft Framework Contract incorporating a model for “specific contract” is attached to the Letter of Invitation to Tender as Document N° 2.

6.3.2 Method of payment and invoicing

Pre-financing:

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

Other payments:

- *A first interim payment* will be allowed at the rate of maximum 20% of the amount due under the specific contract. It will be payable within 30 days AFTER receipt of the relevant invoice. The Contractor must only send the invoice to the Commission after the completion of the approval procedure for the 1st interim deliverable – see Annex VI (Deliverables) of the draft framework contract. 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 specific contract. It will be payable within 30 days AFTER receipt of the

relevant invoice. The Contractor must only send the invoice to the Commission after the completion of the approval procedure for the 2nd interim deliverable – see Annex VI (Deliverables) of the draft Framework Contract. 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 specific contract. It will be payable within 30 days AFTER receipt of the relevant invoice. The Contractor must only send the invoice to the Commission after the completion of the approval procedure for the final deliverable – see Annex VI (Deliverables) of the draft Framework Contract. 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.5.4 of the draft contract.

N.B. All above provisions will be part of Articles I.5 (Payments), I.6 (Bank Account) and I.7 (General Administrative Provisions) of the future Contract, if and when awarded, and completed by Annexes VI (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, he may be subject to financial penalties representing up to 10 % of the price specified in Article III.3.1 of the “specific contract” (refer to Articles I.10.3 and II.1.9 of the Framework Contract).

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

The combined amount of the above penalty and liquidated damages shall not exceed 10% of the contract price specified in Article III.3.1 of the “specific contract”.

6.3.4 Performance Guarantee (where the amount of a specific contract exceeds EUR 300.000)

For each specific contract above 300 000 €, a performance guarantee shall be constituted by deductions of 10% from each interim payment. It shall be discharged by payment of the balance. It shall cover the satisfactory completion of the specific contract.

In the event of default, delay, and/or defective performance of the Contract, the Commission will be entitled to such penalties and liquidated damages as defined above in Section 6.3.3 to make good its losses, in particular by deducting the relevant amount from invoices and, if necessary, from the Performance Guarantee.

7 GENERAL TERMS AND CONDITIONS APPLICABLE TO AN 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 studies completed within the “specific contracts” 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 for the services will be an integral part of Annex II to the future Framework Contract, if and when awarded.

7.3 Joint tender

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

7.3.1 A consortium 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 consortium*

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 *Subcontracting*

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, for each specific contract, the proportion (%) of the contract between the “lead contractor” and each of the subcontractors must be indicated.

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 Framework 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 received 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 Framework 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 Specifications.

The Framework 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: Administrative, Technical and Financial Dossier.

8.1.1 Administrative Dossier

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 Dossier

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 Tender.

The “Financial Offer” must be submitted as:

8.1.3.1 A price Schedule presented according to section 8.4 below, which will constitute the basis for determining the price (Article III.3) of the "specifics contracts" for each evaluation study;

8.1.3.2 A separate price table for the simulated evaluation study as defined in section 9.3.2 below.

8.2 **Administrative Information**

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 service provider 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 (SINCOM), 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 applies to **all “service providers” of a consortium to be created (Section 7.3.2)**

This information must also be provided for the “service provider” acting as “lead contractor” for an association (section 7.3.3), at the moment of submission of the offer for the framework contract. Where a “lead contractor” already intends to use subcontractors for 50% of the framework contract, this information must also be provided for such subcontractors.

Otherwise, concerning the sub-contractors of a possible association (Section 7.3.3), **the situation will be assessed at the moment of submission of an offer for a specific contract.** The information for assessment of the selection criteria will have to be submitted at that stage **ONLY for each subcontractor when the total proportion of subcontracting (in terms of working days of the specific contract) exceeds 50%**

However, special attention has to be drawn to 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 evaluation studies for the previous two years;
- (3) **Bank declaration** 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.

Where a Tenderer or a "service provider" of a joint tender or a subcontractor is unable to provide balance sheets for the previous two years for which the accounts have been closed, proof must be furnished of its current financial situation.

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 of the tenderer's **technical ability** to carry out the study / service, including:

- The total number of full-time and part time staff employed by the Tenderer;
- The number of full time and part time staff to be assigned to provide the services as defined in this specification;
- A list of the above mentioned full time and part time staff able to be assigned to provide the services. It should specify their experience, skills in the domain concerned and knowledge of languages, give evidence of their technical and professional competence; the CVs of the above mentioned full time and part time staff need to be attached, indicating the classification by category (I, II, II or IV) as defined in Section 8.4 below;
- References of the proposed project leader, specifying his/her experience, skills in the domain concerned, and knowledge of languages. The CV of the proposed project leader needs to be attached;

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

(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 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":

- 1) Fully detailed up-to-date Curriculum Vitae of "expert";
- 2) Role and contribution (number of man-days) of "expert" to the study;
- 3) Definition of current employment status of "expert";
- 4) Written confirmation from "expert" of intention to participate in the study with the authorisation of the employer (University Department, etc.) if applicable;

- 5) A completed Conflict of Interests declaration by the “expert” (see Document N° 3 G to the Letter of Invitation to Tender)

The above mentioned documents will have to be submitted for every external expert named in the offer or who might be proposed to be used during the time period of the expected contract.

8.3 Technical Offer

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

8.3.1 *Information for assessment of award criteria*

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 framework contract and work to be performed

Tenderers must describe in their tender offer their understanding of the services to be provided and the work necessary to be performed to achieve these objectives (with references where appropriate to the description in Section 2).

a) They must detail in particular their understanding of the **theoretical economic foundations on which the Single Payment Scheme is based, the concept of decoupled aid as such (its objectives, principles and effects), and the rational behind providing for exceptions from the general rule of full decoupling.** These elements are essential for the correct execution of the evaluations foreseen under the framework contract.

b) They have to explain **how they intend to address the CAP measures related to the different sectors/products to be evaluated** within the respective evaluations envisaged in this framework contract.

8.3.1.2 Proposed methodology and tools

Tenderers should provide a description of the methodologies and multi-disciplinary approaches proposed for undertaking the different tasks defined in the terms of reference. They should list in particular the tools they envisage to use in the different evaluations projects, a preliminary approach to the measures applicable to the given sector(s)/product(s), and how to tackle these from the point of view of evaluation.

Particular attention will be given to the **qualitative and quantitative tools proposed to measure the impact of coupled and decoupled aid.** The description of these tools must be as much precise as possible, including for instance quantitative and qualitative analysis tools to be used, models proposed, types and minimum number of interviews foreseen, volume and type of questionnaires, number of case studies, etc. **The tenderers should clearly indicate which tools are already at their disposal and which ones remain to be developed as a part of the respective evaluation projects.**

8.3.1.3 Approach proposed for the management of the work programme and the individual evaluations

a) Tendering parties should briefly describe the approaches they propose for the management of the work programme. They should pay particular attention to the adequacy of the mechanisms for assuring a continuous service, rapid response and timely availability of the specific expertise required for covering the different services to be implemented under the framework contract.

In addition, tenderers must 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 the team members and with subcontractors or partners in relation with the methodology and tools proposed. Moreover quality assurance mechanisms must be explained. **The direct role and contribution of each sub-contractor and/or expert, by sector/product and by Member State, need to be clearly specified.**

b) Finally, tenderers will have to explain their approach proposed for managing an individual evaluation in the light of the study simulation mentioned in section 8.3.1.4. For this study simulation, tendering parties will have to describe the hypothetical organisation of the team, number of working days and allocation of tasks (clearly explaining the direct role and contribution of each member of the team) using the following table, **BUT with NO** financial information included, which must be separately submitted in Section 8.4.



The attention to the tenderers is drawn to the fact that in this table **NONE of the members of the project team may be identified by name**

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

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**

8.3.1.4 Study simulation

Tendering parties must prepare a simulation of an evaluation concerning starch. The **duration** of the simulated evaluation project will be **eight months**, and **field work** should be envisaged in Germany, France, the Netherlands, Denmark and Finland.

The simulation will also include **five visits to Brussels** corresponding to the kick-off meeting, fact-finding mission, meeting to discuss the first interim report, meeting to discuss the second interim report and meeting to discuss the preliminary final report.

The methodological proposal should take into account the evaluations tasks as defined in section 2.3 and the hypothetical evaluations questions below mentioned. In order to answer all evaluation questions, the contractor will analyse the role of direct support measures and related policy changes within the context of other

drivers (including other CAP measures directed to the starch sector) and against a counterfactual situation.

The evaluation questions to be addressed in the simulation study are grouped under the five following evaluation themes:

Theme 1: Development of the agricultural sector

- To what extent have the CAP measures applicable to the starch sector and changes of these measures affected the level of production of the raw material for the production of starch:
 - with regard to the quantity and
 - with regard to the geographical distribution?
- To what extent have the CAP measures applicable to the starch sector and changes of these measures contributed to structural changes?
- To what extent has the impact of these measures on production level and structure contributed to obtaining the related objectives of the CAP?

Theme 2: Development of the upstream and downstream sector(s)

- To what extent have the CAP measures applicable to the starch sector and changes of these measures influenced the level of supplies for the processing industry:
 - with regard to the quantity and quality and
 - with regard to the geographical distribution?
- How far have these supply levels corresponded to the needs of the processing industry, and consequently to the needs of the end-use industry?
- To what extent have changes of CAP measures induced changes in the geographical distribution of the processing industry?
- Have these measures been effective in reaching the objectives defined for the development of the complete chain of the starch sector?

Theme 3: Development of farmers' income

- To what extent have the CAP measures applicable to the starch sector and changes of these measures contributed to the income of farmers active in the starch sector?
- Have these measures been effective in reaching the objectives defined for the development of farmers' income?

Theme 4: Efficiency:

- To what extent is the implementation of the CAP measures applicable to the starch sector and changes of these measures efficient in achieving the objectives of the CAP?

Theme 5: Overall coherence with CAP objectives

- To what extent have the CAP measures applicable to the starch sector and changes of these measures increased the coherence with the objective of more market-oriented and competitive agriculture promoted by the 2003 CAP reform?
- To what extent have the CAP measures applicable to the starch sector and changes of these measures contributed to achieving a simplified and effective administration and management?
- To what extent have the CAP measures applicable to the starch sector and changes of these measures promoted environmentally sound practices?
- To what extent have the CAP measures applicable to the starch sector and changes of these measures promoted rural development in areas where the starch sector is significantly established with respect to employment and economic viability?

Tendering parties will establish a technical proposal, which should take into account the evaluations tasks as defined in section 2.3.2, the evaluation questions mentioned above and the specifications for answering these questions defined in section 2.2.

The technical proposal will form the basis of the assessment against award criteria.

N.B: This section of the technical offer must contain NO financial information. The financial offer corresponding to this methodological proposal for the simulation must be separately submitted as described in section 8.1.3 and 9.3.2

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 Price Schedule (Table of Unit Prices below), to be filled by the tendering parties, will constitute the future contractual basis for the pricing for the “specific contracts”. To this end, it will be integral part of the Annex II (Contractor’s Tender) of the Framework Contract.

All tenderers must therefore leave the presentation of this Table of Unit Prices unchanged. If the table is reproduced using word-processing facilities one 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.

ALL PRICES included within the Table of Unit Prices MUST BE expressed in FIXED unit prices. This implies that NO variable prices, such as prices expressed in percentages, price ranges, etc., will be accepted. Any tender received which includes variable prices will be automatically rejected.

Tenderers are also reminded that only prices included within this table will be taken into account for the basis of concluding the Framework Contract. 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 Unit Prices.

All prices in parts A1 to A4 of the Table of Unit Prices 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.)

Financial Offer - Table of Unit Prices (Price Schedule) to be filled:

All Fixed Unit Prices to be provided within the Framework Contract:

A.	Fees and other costs	Unit price in EUR (€) (fixed prices)	Type of unit
A.1	Fees for members of personnel (to be specified for each category)		
	Category I	.....	w.d.
	Category II	.....	w.d.
	Category III	.....	w.d.
	Category IV	.....	w.d.
A.2	Other Direct Costs (to be specified)		
A.3	Mission Expense		
	a) cost of return travel for one member of contractor's staff from contractor's location to Brussels	.....	per trip
	b) Other destinations. Cost of return travel for one member of contractor's staff from contractor's location to the field work place:		
	-Austria	.....	per trip
	-Belgium	.....	per trip
	-Bulgaria	.....	per trip
	-Cyprus	.....	per trip
	-Czech Republic	.....	per trip
	-Denmark	.....	per trip
	-Estonia	.....	per trip
	-Finland	.....	per trip
	-France	.....	per trip
	-Germany	.....	per trip
	-Greece	.....	per trip
	-Hungary	.....	per trip
	-Ireland	.....	per trip
	-Italy	.....	per trip
	-Latvia	.....	per trip
	-Lithuania	.....	per trip
	-Luxembourg	.....	per trip
	-Malta	.....	per trip
	-Poland	.....	per trip
	-Portugal	.....	per trip
	-Rumania	.....	per trip
	Slovakia	.....	per trip
	-Slovenia	.....	per trip
	-Spain	.....	per trip
	-Sweden	.....	per trip
	-The Netherlands	.....	per trip
	-United Kingdom	.....	per trip

A.	Fees and other costs	Unit price in EUR (€) (fixed prices)	Type of unit
A.4	Daily Subsistence Allowance for these missions:		
	a) To Brussels per expert	.....	<i>per day</i>
	b) To other destinations:		
	-Austria	.....	<i>per day</i>
	-Belgium	.....	<i>per day</i>
	-Bulgaria	.....	<i>per day</i>
	-Cyprus	.....	<i>per day</i>
	-Czech Republic	.....	<i>per day</i>
	-Denmark	.....	<i>per day</i>
	-Estonia	.....	<i>per day</i>
	-Finland	.....	<i>per day</i>
	-France	.....	<i>per day</i>
	-Germany	.....	<i>per day</i>
	-Greece	.....	<i>per day</i>
	-Hungary	.....	<i>per day</i>
	-Ireland	.....	<i>per day</i>
	-Italy	.....	<i>per day</i>
	-Latvia	.....	<i>per day</i>
	-Lithuania	.....	<i>per day</i>
	-Luxembourg	.....	<i>per day</i>
	-Malta	.....	<i>per day</i>
	-Poland	.....	<i>per day</i>
	-Portugal	.....	<i>per day</i>
	-Rumania	.....	<i>per day</i>
	-Slovakia	.....	<i>per day</i>
	-Slovenia	.....	<i>per day</i>
	-Spain	.....	<i>per day</i>
	-Sweden	.....	<i>per day</i>
	-The Netherlands	.....	<i>per day</i>
	-United Kingdom	.....	<i>per day</i>

Explanatory notes for the above table

Part A. - Fees for Personnel

Specify the offered unit prices per working day for each level of qualification of Personnel (from Category I to IV), the number of working days necessary to achieve the task and the resulting price.

Definition of Personnel :

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.

This 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 Expense

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 Specification.

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

For other missions: The unit price is the cost of return travel for one member of contractor's staff from contractor's location to the field work place.

Part A.4 - Daily Subsistence Allowance

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 at Brussels. The number of "Daily Subsistence Allowance" will be as described in Sections 1 to 5 of the Tender Specification.

For other missions: The unit price costs include all the subsistence costs (hotel/meals/local transport/etc.) for one member of personnel on mission for one working day at the field work place.

N.B. It is for each Tenderer to decide its own basis for determining the estimate for the mission expense (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 Tenderers - 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 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 required, including the ability to implement the evaluation tools envisaged and to carry out the interviews in the languages of the main producing countries concerned;

The selection decision for economic and financial capacity and 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 each Lot of the contract after comparing the tenders in the light of the following criteria:

9.3.1 *Quality criteria*

QC: Quality Criteria	Maximum points
QC 1. Understanding of the objectives for the framework contract and work to be performed , of which:	25
QC.1.1: Theoretical economic foundation on which the Single Payment Scheme is based (see Section 8.3.1.1 (a) above)	15
QC.1.2: Explanation on the different sectors envisaged (see Section 8.3.1.1 (b) above)	10
QC 2. Proposed methodology and tools (see Section 8.3.1.2 above)	25
QC 3. Approach proposed for the management of the work programme, co-ordination of the work inside the team(s) and between the team(s) and the project leader, allocation of tasks to the team members and to subcontractors or partners in relation to the methodology and tools proposed, quality assurance mechanism (see Section 8.3.1.3 (a) above)	10
QC 4. Study simulation: Proposed methodology and tools for themes 1, 2 and 3 (see Section 8.3.1.4 above)	20
QC 5. Study simulation: Proposed methodology and tools II (see Section 8.3.1.4 above), of which:	10
QC.5.1: Proposed methodology and tools for theme 4	5
QC.5.2: Proposed methodology and tools for themes 5	5
QC.6. Study simulation: Approach proposed for managing the individual evaluation (see Section 8.3.1.3 (b) above)	10

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

The overall assessment (sum of points for all criteria) should be at least 60 points out of 100. Those offers which will not receive this minimum overall scoring shall be rejected, even if they received the minimum scoring 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 8.3.1 above.

9.3.2 Price criteria

The Commission will base its assessment on the Table of Unit Prices (Section 8.4 - Financial Offer – Price Schedule) offered by each tendering party, by applying these fixed unit prices to a **simulated evaluation study** (Section 8.3.1.4).

Tenderers are reminded that **ALL PRICES** included within the Table of Unit Prices **MUST BE** expressed in **FIXED unit prices**. **Any tender received which includes variable prices (eg. prices expressed in percentages, price ranges,...) will be automatically rejected.** (Section 8.4 Financial Offer – Price Schedule)

! **NO VARIATION** between the **unit prices included within the Table of Unit Prices** (Section 8.4 Financial Offer – Price Schedule) and the **table below** will be allowed. In case of differences, the unit prices for the table below will be corrected to the fixed unit prices expressed in the Table of Unit Prices (Section 8.4 Financial Offer – Price Schedule).

Total Maximum Amount for Services to be provided under the hypothetical Service Contract:

	<i>Fees and direct costs</i>	<i>Unit price in EUR (€) (fixed prices)</i>	<i>No of units</i>	<i>Total amount</i>
1	Experts fees (to be specified for each category) <i>Category I</i> <i>Category II</i> <i>Category III</i> <i>Category IV</i>	..... ..... ..... .....	<i>Total w.d.</i> <i>w.d.</i> <i>w.d.</i> <i>w.d.</i> <i>w.d.</i>	.....
2	Other direct costs (to be specified) ..... .....	..... .....	..... .....	.....
3	Travel Expenses Journeys as mentioned in Sections 1 - 5 of the Tender specifications <i>a-To Brussels (see section 5.2)</i> <i>b-To other destinations;</i> <i>(specific countries mentioned in section 8.3.1.4)</i>	..... ..... .....	<i>Trips</i> <i>Trips</i> <i>Trips</i>	.....
4	Daily Subsistence Allowances for these missions <i>a-To Brussels (specify number of trips, nb of experts, nb of days)</i> <i>b-To other destinations (specific countries mentioned in section 8.3.1.4)</i>	..... ..... .....	<i>w.d.</i> <i>w.d.</i> <i>w.d.</i>	.....
	Total maximum amount of the Financial Offer		<i>w.d.</i>	.....

w.d. – 1 working day par expert

The **objective** of this simulation is to illustrate how the tenderers intend to allocate resources for a given study so as to provide a basis for comparison of the unit prices offered in section 8.4 the Financial Offer – Price Schedule, which will be used when the ‘specific contracts’ are concluded.

Tenderers are invited to simulate the cost of evaluation tools under item 2, trips to Brussels and missions to producing regions under item 3. The tenderers should specify the duration of the missions, the number and category of members of personnel involved, etc.

The Total Maximum Amount of the Financial Offer for the simulated evaluation study will form the “Price” element for the award of the contract (see section 9.4 below).

The Financial Offer for the simulated evaluation **MUST** be within the price range of 255 000 € to 300 000 €

Any tender offers received, that do not respect this upper limit of 300 000 € will be automatically excluded from the evaluation procedure. However, it is expected that any simulated price offer below 255 000 € will constitute an abnormally low tender and it is likely that, without a satisfactory explanation, such a tender will be rejected.

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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