

TENDER SPECIFICATION – TENDER N° AGRI-2010-EVAL-05

TITLE:

Addressing biodiversity and habitat preservation through Measures applied under the Common Agricultural Policy

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”.

Table of contents

1. Purpose of the contract.....	4
1.1. Context of the study	4
1.2. Objective of the study.....	5
1.3. Sponsor and user of the study.....	5
2. Tasks to be performed by the contractor.....	6
2.1. Scope of the study	6
2.1.1. Examination period.....	6
2.1.2. Geographical coverage.....	6
2.2. Study themes	6
2.2.1. Theme 1: The preservation of biodiversity and habitats associated with different farming systems	6
2.2.2. Theme 2: Analysis of policies and measures promoting the preservation of biodiversity and habitats through agriculture	6
2.2.3. Theme 3: Preserving biodiversity and habitats in a sustainability perspective	7
2.2.4. Theme 4: Preservation of biodiversity and habitats through agriculture as a strategic priority	7
2.3. Tasks	7
2.3.1. Task 1: Structuring	7
2.3.2. Task 2: Observing	8
2.3.3. Task 3: Analysing.....	9
2.3.4. Task 4: Reporting.....	9
2.4. Requirements for collection of data and information	11
2.5. Deliverables.....	11
2.6. Requirements for collection of data and information	12
3. Organisation of the work.....	12
3.1. Budget allocated.....	12
3.2. Overall management of the contract.....	12
3.3. Procedure retained for tasks execution.....	13
3.4. Documentation	13
4. Description of the technical requirements and required profiles	13
4.1. Experience required.....	13
4.2. Specific skills	14
5. Timetable & physical location	14
5.1. Timetable for the work and deliverables	14
5.1.1. Duration of the works and deliverables.....	14
5.1.2. Meetings.....	15
5.2. Physical location at which services have to be performed	16
6. Type of Contract and particular articles	16
6.1. Type of Contract.....	16

Addressing biodiversity and habitat preservation through measures applied under the Common Agricultural Policy

6.2. Duration and amount of the Contract	16
6.3. Details of the Contract.....	16
6.3.1. <i>Specimen Contract</i>	16
6.3.2. <i>Method of payment and invoicing</i>	16
6.3.3. <i>Penalties and liquidated damages</i>	17
6.3.4. <i>Performance Guarantee</i>	18
7. General terms and conditions applicable to an invitation to tender.....	18
7.1. Conditions	18
7.2. Prices	18
7.3. Joint tender	18
7.3.1. <i>A consortium already in existence</i>	18
7.3.2. <i>The intention to create a consortium</i>	19
7.3.3. <i>Subcontracting</i>	19
7.4. Subcontracting.....	19
7.5. Evaluation of the offers and award of the Contract.....	19
7.6. Contact point	20
8. Contents of the tender	21
8.1. Presentation of the offer	21
8.1.1. <i>Administrative Dossier</i>	21
8.1.2. <i>Technical Dossier</i>	22
8.1.3. <i>Financial Offer</i>	22
8.2. Administrative Information	22
8.2.1. <i>Checklist and identification</i>	22
8.2.2. <i>Information for assessment of exclusion criteria</i>	23
8.2.3. <i>Information for assessment of selection criteria</i>	24
8.3. Technical Offer.....	27
8.3.1. <i>Information for assessment of award criteria (technical evaluation)</i>	27
8.4. Financial Offer - Price Schedule	29
9. Evaluation of tenders and award of the Contract.....	32
9.1. Exclusion of Tenderers.....	32
9.2. Selection of Tenderers - selection criteria	33
9.2.1. <i>Economic and financial capacity</i>	33
9.2.2. <i>Technical capacity</i>	33
9.3. Evaluation of Tenders - award criteria	34
9.3.1. <i>Quality criteria</i>	34
9.3.2. <i>Price criteria</i>	35
9.4. Award of the Contract	35

1. PURPOSE OF THE CONTRACT

1.1. Context of the study

Biodiversity has a prominent role in the public debate about the interaction between agriculture and the environment. People in Europe feel attached to the existing flora and fauna and see a need to preserve Europe's rich biodiversity. In view of this wide public interest, biodiversity has achieved a certain priority on the political agenda.

The European Community signed the United Nations Convention on Biological Diversity and ratified it in December 1993. Subsequently, in 1998, the Community adopted a European Community Biodiversity Strategy. The overall objective of the strategy is "to anticipate, prevent and attack the causes of significant reduction or loss of biodiversity at the source". This strategy aims "to reverse present trends in biodiversity reduction or losses and to place species and ecosystems, including agro-ecosystems, at a satisfactory conservation status".

A new EU Biodiversity Strategy will be elaborated during the year 2010 following the adoption by the European Council of a new biodiversity headline target for 2020. This strategy will put in place sub-targets for each ecosystem and sector.

Whilst the discussion is often putting the focus on biodiversity in the narrow sense of diversity of species, the latter can be addressed meaningfully only in the context of habitats or the even wider concept of ecosystems. Many of the unique habitats and the associated biodiversity emerged from a positive interaction between agricultural land management systems and the natural environment. However, in recent decades the intensification and specialisation of land use on the one hand and the marginalisation and under-management of land on the other result in a significant decline in habitat values and biodiversity.

The Common Agricultural Policy (CAP), as well as market developments, technology, and structural change, were important drivers in this process. The role of the CAP changed with an increasing attention given to integrating environmental requirements into the design and implementation of CAP measures. This process started with the 1992 reform and was reinforced in the CAP reform processes during the following 15 years. Recent CAP reform steps confirmed biodiversity as one of the top challenges to be addressed. In line with a newly adopted biodiversity target for 2020, the issue of biodiversity will certainly keep its prominent place in the debate on the future of the CAP after 2013.

Keeping in mind this policy context, there is a need for better understanding and identifying biodiversity conservation practices in agriculture and the institutional and political success factors. In this respect, the role of CAP measures and their interaction with environmental policies as well as other intervening factors need to be assessed.

Particular attention must be given to approaching matters from the perspective of an ecosystems approach, taking into account the role of biodiversity and habitats in the wider context of climate change (mitigation and adaptation), management of water resources, soil conservation, and the preservation of landscapes. It is crucial to identify how the combination of different policy instruments encourages farmers to

ensure the provision of "ecosystem services" and, more specifically, the preservation of biodiversity.

Finally, the preservation of biodiversity and habitats needs to be developed in the wider context of sustainable development. This latter concept encompasses economic, social, and environmental objectives. Those objectives can be pursued to a certain degree in a mutually reinforcing manner. However, to a certain degree, those objectives show a competitive relationship which implies the need for policies achieving the right balance. The latter is of particular importance for regions lagging behind, where economic development and social inclusion risk to be developed at the expense of environmental quality. The study must pay particular attention to these interactions.

1.2. Objective of the study

The objective of this study is to identify and assess Common Agricultural Policy measures (CAP Pillar I and Pillar II) concerning their contribution to the preservation of biodiversity and habitats. In this respect, the influence of other intervening factors (market development, structural change, other policies etc.) needs to be assessed. The analysis must be developed from the perspective of biodiversity and habitats being parts of ecosystems. Based on a robust understanding of the relationships between agricultural land use practices and the state of biodiversity and habitats, the specific purpose of this study is to provide an identification, description, and assessment of CAP measures and their specific implementation at the level of Member States and Regions, as well as the most relevant economic and institutional context factors, that favour the preservation and enhancement of biodiversity and habitats. The interaction with complementary environmental policy measures must be taken into account.

The study will pay particular attention to the diversity of natural, structural, and economic situations in rural areas across the EU when assessing and establishing the factors that determine the success (or failure) of CAP measures in preserving and enhancing habitat values and biodiversity. Drawing on a sound conceptual foundation and empirical work, the study will also assess how the objective of preserving biodiversity and habitats is pursued in interaction with other policy objectives and will draw conclusions as regards the significance of the respective objectives for the future of the CAP. The assessment and the conclusions will pay particular attention to the sustainability perspective, requiring a meaningful balance between economic, social, and environmental objectives.

1.3. Sponsor and user of the study

The Commission's Directorate-General for Agriculture and Rural Development is the commissioning body of this study which will be used as a basis for policy reflections in the area of environmental integration and, more particularly, on biodiversity protection concerns in agriculture. The study will be followed up by a steering group.

2. TASKS TO BE PERFORMED BY THE CONTRACTOR

2.1. Scope of the study

2.1.1. Examination period

The study work will refer to the period from 2000 until the end of the rural development programming period 2007-2013.

2.1.2. Geographical coverage

The study will refer to EU27. Given the difference between EU15 and EU12 as regards the experience with Rural Development Policies and the need to include the application of SAPARD, carrying out the assessment and presenting the results must carefully pay attention to the geographical differences in the application of different policies.

2.2. Study themes

2.2.1. Theme 1: The preservation of biodiversity and habitats associated with different farming systems

The study needs to elaborate, in a historical perspective, the implication of different farming systems for the development and the status of biodiversity and habitats in the wider context of ecosystems. The concept of farming system would differentiate between technological and economic features, farm structures, technology, and intensity of farming practices. In this context, the interaction with the main intervening drivers such as market signals, region-specific natural conditions, etc. must be taken into account. Beyond the stocktaking of effects, the potential of different farming system to preserve and enhance biodiversity and habitats must be assessed. Furthermore, in order to understand the importance of continued land management, the consequences for biodiversity and habitat values as resulting from the marginalisation and abandonment of agricultural land management must be analysed.

2.2.2. Theme 2: Analysis of policies and measures promoting the preservation of biodiversity and habitats through agriculture

Based on the establishment of measure-specific intervention logics as well as empirical information, the study must analyse the impact of policy measures relevant for the preservation of biodiversity and habitats through agriculture. Particular emphasis shall be given to presenting information and assessing the effectiveness of relevant CAP measures. However, the significance of other relevant measures, such as those established through environmental policies, must also be taken into account. Particular emphasis needs to be given to identifying and analysing the main factors of success (or failure) in policy design, implementation, and delivery. Attention must be given to the role of overall policy strategies, the respective sectoral and geographical contexts, and other intervening factors (market development, structural change, climate, ecosystem dynamics etc.).

2.2.3. **Theme 3: Preserving biodiversity and habitats in a sustainability perspective.**

In view of achieving a meaningful balance between economic, social, and environmental objectives, as required in a sustainability perspective, the study will explore the scope for synergies and the possible antagonistic relationship of the preservation of biodiversity and habitats through agriculture with respect to economic and social objectives related to agriculture and rural development. It should investigate how different policy measures can be combined in an appropriate mix in order to maximise benefits and ensure sustainability. In this respect governance and institutional aspects should also be considered. Particular attention will be given to the situation in regions lagging behind.

2.2.4. **Theme 4: Preservation of biodiversity and habitats through agriculture as a strategic priority**

The study must gather evidence and analyse in a synthetic manner how a strategic priority "preservation of biodiversity and habitats" can be delivered by a policy that is based either on national or regional programming or on a more broad-brush approach as applied under the first pillar of the CAP. In this context, the past role and prospect of strategic guidelines, ex-ante evaluation, quantitative target setting as well as other possible approaches should be analysed. Furthermore, the possible significance of this theme should be assessed in relation to and in interaction with other priority areas such as climate change policy. Similarly the scope for a positive interaction with modernisation of the agricultural sector in the context of a greener economy should be explored. Finally, the need for policy instruments and funding for promoting the preservation of biodiversity and habitats through agricultural land management should be identified in the light of changing economic and political circumstances.

2.3. **Tasks**

2.3.1. **Task 1: Structuring**

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

- Task 1.1:** **Identify the main links between agriculture and biodiversity** relevant for the context of the study (e.g habitats, biodiversity, ecosystems, landscape amenities, cultural assets, genetic resources etc.) and identify the main intervening factors such as technological, economic, structural, and political parameters.
- Task 1.2:** **Identify the overall policy context of international, European and national political initiatives** promoting the preservation and enhancement of biodiversity via land management. Give an overview on implementation and the main outcomes; identify the main drivers determining success and failure of implementation.
- Task 1.3:** **Identify the relevant policy instruments** which directly or indirectly address (or contribute to) the protection and enhancement of biodiversity associated with agriculture within an EU-wide

perspective. Review relevant community and national policies/instruments and agricultural and rural development programmes/measures, and establish, measure by measure, the respective intervention logic (causality between the policy and the achievement of the desired outcomes).

Task 1.4: **Establish a scoping paper**, drawing on the output of tasks 1.1, 1.2 and 1.3. The paper shall form the basis for the empirical work by clustering the output of task 1.1, 1.2 and 1.3 into a consistent structure and narrative for further data collection. The paper shall provide guidance to the study team and shall be approved by the Commission.

Task 1.5: **Create the tools and methodology for Tasks 2.2 and 3.2:** Identify the sources of quantitative and qualitative information for the elaboration of each theme: literature review, people to be interviewed, appropriate case study areas etc.

Create the tools for the assessment of each study theme: interview guides, questionnaires, queries for extractions from databases, guidelines for case studies, and any other information gathering instrument that the contractor deems appropriate for assessing the themes listed under point 2.2.

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

Task 1.6: **Draft a detailed time schedule** for the work

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

2.3.2. **Task 2: Observing**

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

Task 2.1: **Literature review:** The contractor will carry out a thorough review the relevant literature concerning the preservation of biodiversity and habitats through agriculture. This task will include a review of the relevant practices, technologies, farming systems, contributing to biodiversity conservation.

Task 2.2: **Collect information:** The contractor will carry out expert interviews and 6 case studies. The latter should concern 6 different Member States, covering the diversity of biodiversity targets, agricultural structures, intensity levels, and possibly further appropriate criteria. The contractor will collect information on practical approaches for identifying policy needs and target setting, as well as for selecting policy measures. Furthermore, other information that the contractor deems appropriate for carrying out the analysis will be collected.

Task 2.3: Report about the information collected: After the collection of the information the contractor will report about it: write detailed minutes of the interviews, write monographs of the case studies; assess the validity of information used.

Task 2.4: Compilation of relevant types of policy targets and corresponding policies: Based on the output of tasks 1.1, 1.2, 1.3, 2.1, 2.2, and 2.3, the contractor will establish a classification/typology of the farming practices and policy measures, and related policy targets. A systematic overview must be provided of the functioning of corresponding policy instruments, drawing on practical experience.

Task 2.5: 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.

2.3.3. Task 3: Analysing

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

Task 3.1: Review and fine-tuning: Before carrying out the full analysis on the study themes listed under section 2.2 (see task 3.2 below), the output of tasks 1.1, 1.2, and 1.3 as well as 2.4 should be revised in the light of information gathered.

Task 3.2: Analysis of the themes: Based on the output of the tasks 2.1, 2.2, 2.3, 2.4, and 3.1 a full analysis of the study theme outline in section 2.2 has to be carried out.

2.3.4. Task 4: Reporting

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

Task 4.1: Draft the conclusions and recommendations: the contractor will have to provide a judgement covering the themes studied. The conclusions and recommendations must be strictly based on the analysis carried out under the other tasks.

Task 4.2.: Draft an executive summary, no longer than 25 000 characters (without spacing). It should include a very brief presentation of the study work and the methods used, together with a summary of the conclusions and recommendations arising from the exercise.

Task 4.3: Compile the preliminary final deliverable.

It has to include:

- a. a table of content;
- b. the output of tasks 4.1 and 4.2;
- c. the output of tasks delivered with the previous deliverables, now revised in order to take into account the results of the analytical and judging work of the contractor and/or the changes agreed with the steering group.

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

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

The general conclusions must include recommendations, which must be based strictly on the results of the analysis.

The whole study report (methodological part included) should not exceed 150 pages. Statistical and background information shall be presented in the annexes of the report.

Task 4.4: Revise the draft executive summary, incorporating all changes agreed with the steering group, and provide it in English and French.

Task 4.5: Draft a synthetic summary of no more than 15 000 characters (spaces not included).

Task 4.6: Draft a PowerPoint presentation of the study work, of maximum 30 slides, highlighting the main findings.

Task 4.7: Draft a leaflet of maximum 6 pages, highlighting the main findings in an easily understandable way, using clear language, tables, graphs and photographs.

Task 4.8: Compile the draft final deliverable.

This deliverable will consist of:

- 1) Study report, which will be structured in the same way as the preliminary final deliverable, but incorporating all changes agreed with the steering group. Furthermore, the core text will not contain any reference to the annexes;
- 2) the data and information compiled for the study;

- 3) the annexes, including methodological and background information;
- 4) the executive summary in English and French (Task 4.4);
- 5) the synthetic summary (Task 4.5);
- 6) the PowerPoint presentation (Task 4.6);
- 7) the leaflet (Task 4.7).

2.4. Requirements for collection of data and information

It will also be essential to make use of information collected from the Commission, national, regional authorities, from professional circles and experts in the various Member States.

2.5. Deliverables

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

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

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

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

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

- a) Paper version:
 - 1) Study report: 10 copies in colour, the annexes need to be submitted separately (also in 10 copies), including one 'master' copy for reproduction;
 - 2) Executive summary in English and French: 20 copies in colour, including one 'master' copy for reproduction, with a cover page foreseen with a CD-pocket;
 - 3) Synthetic summary: 10 copies, without colour definition.

- b) Electronic form (MS-Word for texts, MS-Excel for tables and figures, MS-PowerPoint for presentations):
- 1) one 'master' copy for reproduction, containing all components of the final deliverable (see section 5.1.1), including the annexes of the study report;
 - 2) 20 copies on CD-Rom or DVD, containing the study report (without the annexes) and the executive summary in two languages, only;
 - 3) 1 copy of the PowerPoint presentation on CD-Rom
 - 4) 1 copy of the leaflet on CD-Rom or DVD.

2.6. Requirements for collection of data and information

The contractor will have to take care of collecting general and basic information and data. In as far as specific information can be provided from Commission sources, the contractor is asked to make a request via Unit AGRI L.4.

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

The objectives of the surveys and case studies, the list of destinations and the individual costs and fees must be detailed in the offer.

Existing literature on the subject should also be consulted and 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 a range from 250 000 € to 300 000 €. 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 project: precisions regarding the aspects to be analysed, discussion of the methods used, monitoring of the work and commenting on the conclusions of the contractor.

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.

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

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

3.3. Procedure retained for tasks execution

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

In the event of publication, the study report will be accompanied by a judgement of quality established by the steering group.

3.4. Documentation

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

As a rule, additional statistics and databases will have to be provided by the contractor. In this particular case, much of the information has to be gathered from the Member States.

4. DESCRIPTION OF THE TECHNICAL REQUIREMENTS AND REQUIRED PROFILES

In order to ensure a proper coverage of the measures and territories targeted by this study, the Contractor should have an adequate coverage of Member States via experts located in different Member States.

4.1. Experience required

- Proven experience in assessing the instruments of the Common Agricultural Policy;
- Proven knowledge of Rural Development policy, and in particular its measures;
- Proven knowledge of agriculture and its implications for the environment and landscapes;
- Proven knowledge of environmental policies and legislation;
- Proven experience in interdisciplinary work and an integrated handling of economic and bio-physical issues;
- Proven experience with techniques, tools, and assessment methodologies in conformity with the state of the art;

4.2. Specific skills

- Be in a position to carry out case studies in at least 6 Member States;
- Proven experience in the field of impact assessment, especially for social, economic, and environmental topics;
- Proven knowledge about developments and current policy debates in the field of the Common Agricultural Policy;
- Capacity to work at Community level in English.

5. TIMETABLE & PHYSICAL LOCATION

5.1. Timetable for the work and deliverables

The work must be completed within **not more than 10 (ten) months** from the signature of the contract.

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

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

5.1.1. Duration of the works and deliverables

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

DURATION OF THE WORKS: 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	First interim	Task 1.1: Identification of the main links between agriculture and biodiversity	Methodology
		Task 1.2: Identification of the overall policy context of international, European and national political initiatives	
		Task 1.3: Identification of the relevant policy instruments	
		Task 1.4: Establish the scoping paper	
		Task 1.5: Create the tools and methodology for Tasks 2.2 and 3.2	
		Tasks: 2.1: Literature review	Annexes
		Tasks 1.6 Draft a detailed time schedule for the work	Not included
		Tasks 2.5: Draft an overview on progress of the work	Not included

Second: 3 months	Second interim	Task 2.2: Collect information	Annexes
		Task 2.3: Report about the information collected	
		Task 2.4: Compilation of types of policy targets and corresponding policies	Description
		Task 2.5: Draft an overview on progress of the work	Not included
		Task 3.1: Review and fine-tuning	Methodology
		Task 1.7: Define a well detailed structure of the final deliverable	Table of contents
Third: 2 months	Third interim	Task 3.2: Analysis of the themes	Analytical chapters
		Task 2.5: Draft an overview on progress of the work	Not included
Fourth: 1,5 month	Preliminary final	Task 4.1: Conclusions and recommendations	Closing chapter
		Task 4.2: Draft executive summary	Not included
		Task 4.3: Compile preliminary final deliverable	Not included
Fifth: 1,5 months	Draft final	Task 4.4: Revise and translate executive summary	Executive Summary
		Task 4.5: Draft synthetic summary	Synthetic Summary
		Task 4.6: Draft PowerPoint presentation	PowerPoint presentation
		Task 4.7: Draft a leaflet	Leaflet
		Task 4.8: Compile the draft final deliverable	Not included

5.1.2. Meetings

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

also be used to discuss progress of the study, including the difficulties encountered by the contractor and solutions to solve them.

Fourth Meeting	Within 15 days of receipt of the preliminary final deliverable
----------------	--

At this meeting, the preliminary final deliverable will be discussed and, if necessary, recommendations for task 4.8 will be formulated.

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

6.1. Type of Contract

The Contract, which may be signed between the two parties at the end of the present tender procedure, 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. Method of payment and invoicing

Pre-financing:

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

Other payments:

- 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 receipt of the relevant invoice. The Contractor must only send the invoice to the Commission after the completion of the approval procedure for the first interim deliverable – see Annex III (Deliverables) of the draft service 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 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 third interim deliverable – see Annex III (Deliverables) of the draft service 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 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 III (Deliverables) of the draft service 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.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 AN INVITATION TO TENDER

7.1. Conditions

All documents submitted by Tenderers become the property of the European Commission (DG AGRI) and will be regarded as confidential. Expenditure on preparing and submitting tenders will not be reimbursed by DG AGRI.

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

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 Union 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 Union 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 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, 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 European Commission (DG AGRI), nor cause the Contract to be performed in fact by third parties. Even where DG AGRI authorises the Contractor to subcontract all or part of the work to third parties, the Contractor shall nonetheless remain bound by his obligations to DG AGRI under the contract. In addition, save where DG AGRI 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 DG AGRI 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 European Commission (DG AGRI) 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 European Commission (DG AGRI) 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 European Commission (DG AGRI) 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 European Commission (DG AGRI) 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 European Commission (DG AGRI) 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 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 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 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 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 of 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 "Declaration of honour", 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 of honour", 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 of honour", 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 of honour", 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 of 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** concerning the provision of services concerned for the previous two years;
- (3) **Statement from a Bank** concerning the Tenderer's financial relationship (number of years for banking relationship, account in credit, etc.) or evidence of an indemnity insurance policy for professional risk.
- (4) **Economic and financial capacity**: a Tenderer may rely on the capacities of other entities, regardless of the legal nature of the links that it has with them, to meet the criteria for financial and economic capacity (see Section 9.2.1). In this situation, the Tenderer must prove in its tender offer that it will have at its disposal the resources necessary for the performance of the contract. It must provide a written undertaking from such entities to place such resources at its disposal, with proof of such financial capacity.

8.2.3.2. Technical capacity

The following information needs to be supplied:

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

- indicate the number of full-time and part-time staff to be assigned to provide the services as defined in this specification;
- provide the list of above mentioned full-time and part-time staff able to be assigned to provide the services. Specify their experience, skills in the domain concerned and knowledge of languages, give evidence of their technical and professional competence; attach the CVs of the above mentioned full-time and part-time staff, indicating the classification by category (I, II, III or IV) as defined in Section 8.4 below;

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

- indicate the references of the proposed project leader. Specify his/her experience, skills in the domain concerned, and knowledge of languages. Attach the CV of the proposed project leader;
- (3) **Description of the technical equipment** and material available to the Tenderer for the provision of the study / services required by this invitation to tender, compatibility of the Tenderer's software with the Commission's operating system and standards software (MS-Word for texts and MS-Excel for tables and figures, MS-PowerPoint for presentations);
 - (4) **Confirmation or evidence of the Tenderer's technical ability and capacity to work at European Union 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 study / service;
- (iii) definition of current employment status of "expert";
- (iv) written confirmation from "expert" of intention to participate in the study, with the authorisation of the employer (University Department, etc.) if applicable.
- (v) a completed Conflict of Interests "Declaration of honour" by the "expert" (see Document N° 3 G to the Letter of Invitation to Tender).

8.3. Technical Offer

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. The inclusion of such information may lead to an offer being excluded from the evaluation stage of the procedure.

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. General approach and work to be performed

Tendering parties will describe in their tender offer their understanding of the services to be provided and the work necessary to be performed in view of achieving the objectives set out under chapter 1.

The Tenderers will describe the envisaged arrangements for ensuring the coverage of the scope under section 2.1 above (in particular as regards the geographical scope).

8.3.1.2. Proposed methodology and tools

Tenderers 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, 2.3 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 2.2.**

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 total maximum amount of the Financial Offer must be within the lower and upper budgeted price range of 250 000 € to 300 000 €. Any tender offers received, that do not respect the upper limit, as defined in Section 3.1, will be automatically rejected from the evaluation procedure. However, it is expected that any price offer below 250 000 € will constitute an abnormally low tender and it is likely that, without a satisfactory explanation, such a tender will be rejected.

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

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: 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 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 European Union's 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 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 English 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 European Commission (DG AGRI) 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. Understanding of the objectives for the market and the work to be performed (see section 8.3.1.1 above)		20	
QC 2. Proposed methodology and tools (see section 8.3.1.2 above) for the analysis of the themes of which		50	
	• Theme 1 and Theme 2	25	
	• Theme 3 and Theme 4	25	
QC 3. Proposed methodology for case studies and the collection of information (see section 8.3.1.2 above)		20	
QC 4. Approach proposed for the daily management of the work (see section 8.3.1.3 above)		10	

The assessment of each individual quality criterion should be at least 50% of the maximum score set for that criterion. Offers that 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. Offers that do not receive this minimum overall score 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 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%.

* * *