



EXECUTIVE AGENCY FOR HEALTH AND CONSUMERS

Consumer and Food Safety Unit

Luxembourg,  
EAHC (2011) LB/SM/DL Ares

**SPECIFICATIONS ATTACHED TO THE INVITATION TO TENDER**

**Call for tender n° EAHC/2011/CP/01 concerning the conclusion of multiple Framework Contracts with reopening of competition for the provision of behavioural studies.**

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## **1. Title of the Framework Contract**

Multiple Framework Contracts with reopening of competition for the provision of behavioural studies.

## **2. Purpose and context of contract**

### **Legal Basis for this action**

Decision 1926/2006/EC<sup>1</sup> established a programme of Community action in the field of Consumer Policy for the period 2007-2013. The present call for tender is an action covered by Objective 1 of the Consumer Work Programme for 2011 as adopted by Commission Decision C(9023) 16.12.2010.

The Executive Agency for Health and Consumers (hereafter referred to as 'Executive Agency' or EAHC) is responsible for carrying out the implementing tasks for the management of the "Consumer Programme" covered by Decision 1926/2006/EC as specified in Article 4 of Decision 2004/858/EC, as amended by Decision 2008/544/EC of 20<sup>th</sup> June 2008 "to transform the 'Public Health Executive Agency' into the 'Executive Agency for Health and Consumers'".

EAHC, in its role as the contracting authority, will manage the tender and award procedure as well as the implementation of the Framework Contracts (hereafter referred to as 'FWC' or FWCs) via the conclusion of specific contracts. In this role EAHC will be assisted by DG SANCO who will provide technical input and guidance.

The Executive Agency, as the leading body of this public procurement procedure, will sign the FWCs and any necessary amendments on behalf of the Commission. During the validity of the FWC, the Executive Agency (in accordance with its mandate and acting on behalf of the European Commission) and also DG SANCO or other Commission Services may sign specific contracts.

### **The policy context**

The "Communication on a single market for 21st century Europe" COM (2007)724 underlines the need to ensure that the Single Market delivers positive outcomes for consumers.<sup>2</sup>

- The EU Consumer Policy Strategy underlines the importance of empowering consumers.<sup>3</sup> Empowered consumers, besides supporting economic activity, are essential drivers of innovation, competition and productivity. However, a recent large-scale study<sup>4</sup> shows that European consumers are not sufficiently empowered: for

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<sup>1</sup> Consumer Programme 2007-2013 adopted by the Council and the European Parliament on 18 December 2006

<sup>2</sup> [http://eur-lex.europa.eu/LexUriServ/site/en/com/2007/com2007\\_0724en01.pdf](http://eur-lex.europa.eu/LexUriServ/site/en/com/2007/com2007_0724en01.pdf)

<sup>3</sup> See [http://ec.europa.eu/consumers/strategy/index\\_en.htm](http://ec.europa.eu/consumers/strategy/index_en.htm).

<sup>4</sup> [http://ec.europa.eu/consumers/consumer\\_empowerment/index\\_en.htm](http://ec.europa.eu/consumers/consumer_empowerment/index_en.htm).

example, only an unexpected small percentage of respondents are able to perform very easy tasks (such as finding the “best before” date on processed products).

- The Commission has also been committed to develop market monitoring as a new tool to deliver more evidence-driven policy. In December 2008 the Commission staff working document "Market Monitoring: State of Play and Envisaged Follow-Up"<sup>5</sup> set out the Commission's plans for further work.
- In addition, particular attention has been given to market monitoring in consumer markets. Conducting behavioural studies on consumer issues could provide complementary evidence to the Consumer Markets Scoreboard, which assesses the (mal)-functioning of consumer markets according to five indicators (prices, switching, complaints, safety and satisfaction).<sup>6</sup> Therefore, the Commission intends to carry out more detailed behavioural studies to further investigate consumer decision-making in specific areas.
- The Commission hosted two conferences – in 2008 and 2010 - aimed at investigating how behavioural economics can improve policy-making.<sup>7</sup> In 2010, the Commission also published the first pilot behavioural study on "Consumer Decision-Making in Retail Investment Services: A Behavioural Economics Perspective", which was presented at the 2010 conference.<sup>8</sup>
- The current call for tender aims at concluding Framework Contracts for the provision of studies generating *behavioural data* (through laboratory and/or field experiments), information and analysis about consumers' and citizens' decision-making, both in cross-sectoral and market-specific circumstances, in light of behavioural patterns, common commercial practices and the regulatory or policy framework. These studies will have the additional goal of measuring and testing the impact of envisaged policy measures on consumer behaviour.

### **The present Procurement Procedure**

The present procurement procedure follows the open procedure with reopening of competition system. EAHC will conclude FWCs with a minimum of 3 and a maximum of 5 contractors. The terms of each FWC will be the same for each contractor. The FWC will state the general contractual terms, including technical, administrative, financial and legal provisions. Its terms will refer to contractual relations between EAHC, DG SANCO or any other Commission Service that may wish to use the FWC and the framework contractors, and will apply during the period of validity of each FWC.

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<sup>5</sup> [http://ec.europa.eu/economy\\_finance/publications/publication13688\\_en.pdf](http://ec.europa.eu/economy_finance/publications/publication13688_en.pdf)

<sup>6</sup> [http://ec.europa.eu/consumers/strategy/docs/2nd\\_cons\\_scoreboard\\_en.pdf](http://ec.europa.eu/consumers/strategy/docs/2nd_cons_scoreboard_en.pdf)

<sup>7</sup> Additional information (presentations, video-clips, etc.) can be found on the following websites, [http://ec.europa.eu/consumers/dyna/conference/index\\_en.htm](http://ec.europa.eu/consumers/dyna/conference/index_en.htm) - for the Conference hosted in 2008 - and [http://ec.europa.eu/consumers/conferences/behavioural\\_economics2/index\\_en.htm](http://ec.europa.eu/consumers/conferences/behavioural_economics2/index_en.htm) - for the 2010 event.

<sup>8</sup> [http://ec.europa.eu/consumers/strategy/consumer\\_behaviour\\_en.htm](http://ec.europa.eu/consumers/strategy/consumer_behaviour_en.htm).

The model FWC that will be used for the FWC to be signed between EAHC and the successful tenderers under the present call for tenders is provided as Annex VI of the tender specifications.

Each FWC will be concluded for a period of 24 months from the date of signature by the last contracting party. The period of execution of the tasks described in the FWCs may be renewed twice for consecutive periods of 12 months following a written request from the Executive Agency. EAHC reserves the right not to extend the FWCs.

### 3. Subject of the Framework Contracts

#### 3.1. The Global Objective

The objective of the FWCs to be concluded under the present call will be the provision of EAHC, DG SANCO and other Commission Services with studies related to consumer/citizen (as from now the term ‘consumer’ should also refer to individuals as citizens) behaviour, as a result of a sound, professional and scientific analysis. In practice, the studies will scrutinise different factors that affect consumers' behaviour and decision-making. The in-depth analysis of consumers'/citizens' behaviour will comprise tasks including the preparatory review of the behavioural economics literature, gathering of data on consumers' self-reported preferences, the scrutiny of commercial practices employed by the economic operators and existing policy remedies, the collection of first-hand information through behavioural laboratory and/or field experiments, including input from surveys and/or interviews, the analysis of the obtained results and the formulation of policy recommendations.

Within this context, a behavioural study may have either a *holistic perspective*, exploring a specific market or issue from a behavioural perspective, regardless of whether any policy intervention is envisaged, or a more *specific approach*, directed at testing policy interventions or fine-tuning concrete policy measures, using behavioural evidence.

The FWCs should be an important tool for providing EAHC, DG SANCO and other Commission Services with timely and high quality information pertaining to behavioural issues. In particular, the information acquired through the behavioural studies will enhance the understanding of EU consumers' decision-making processes and, therefore, provide an evidence base for future policy making.

The call for tender is aimed at identifying operators capable of fulfilling the tasks described below. Due to the fact that each specific contract will be complex and will comprise scrutiny of behavioural issues of different nature, a single economic operator may lack sufficient capacities. Therefore, EAHC welcomes tenders representing joint offers or a tender submitted by a consortium.

The following tasks are to be performed under each specific contract in order to achieve the global objective of the FWC:

- Preparatory review of the behavioural economics literature, gathering of data on prevailing commercial practices, collection of survey data on consumer's self-reported preferences, and review of policy remedies;
- Collection of first-hand information through behavioural online, laboratory and/or field experiments and also, where deemed necessary, complementary surveys;

- Analysis of results and policy recommendations.

### **3.2. Detailed information for the activities (subtasks) to be performed under the three tasks of the FWCs (unless otherwise specified in the request of services).**

#### **Task 1: Preparatory review of the behavioural economics literature, gathering of data on commercial practices, collection of consumers' self-reported preferences through surveys and review of policy remedies**

The purpose of the review and data gathering is solely to prepare the laboratory and/or field experiments to be conducted under task 2; the scale of the activities under this task should be commensurate to that end. In specific, the following subtasks will be requested:

##### **Subtask 1: Review of existing literature and gathering of survey data:**

- a) The contractor will collect and analyse qualitative and quantitative data of existing official reports, carry out academic research, investigate relevant public opinion surveys results, studies and other resources that provide evidence regarding the main behavioural traits influencing individual decision-making.
- b) The contractor will also gather relevant data and analyse the commercial practices currently employed by economic operators with a view to influence consumers' choice (e.g., via marketing, advertising and selling practices). The contractor should also collect (i.e. via surveys) and analyse data on consumer self-reported preferences. The contractor may also make use of existing field or experimental data. The collection and analysis of existing field data will serve as basis for the contractor to describe significant changes that have occurred over time and draw conclusions broken down by socio-demographic characteristics of consumers. Field data should be analysed with respect to changes occurred in the relevant policy or regulatory framework (e.g., smoking behaviour before and after the introduction of a ban to smoke in public places).
- c) The contractor will also gather first-hand data on consumers' decision-making process and on their self-reported preferences. This will be used to investigate the existence of different types of consumers, to explore specific aspects of the decision-making process, or to shed light onto the relevant behavioural traits.
- d) Throughout the preparatory phase, the contractor may be requested to consult with experts to identify the most relevant evidence and to interpret it correctly.

##### **Subtask 2: Identification of key individual and external factors:**

The contractor will use the results obtained under the previous subtask to identify (with a view to prepare the behavioural experiments):

- a) the behavioural traits and external factors that influence them, including individual self-reported consumer preferences; and
- b) the commercial practices that mostly influence consumer-decision making on the matter under review.

### **Subtask 3: Identification of policy remedies for further scrutiny:**

The contractor shall gather data on and analyse the existing main policy remedies that have been developed to address the factors giving rise to consumer detriment.

In light of both of the analysis of existing policy remedies and the results of the analysis obtained under the previous subtask (*Identification of key individual and external factors*), the contractor shall identify for the experiments the possible policy remedies most likely to address factors that appear to be detrimental for consumers' welfare and that may help consumers to make decisions that better reflect their long-term preferences (e.g. literacy programs, disclosure requirements, regulation of sales processes or the development, through self-regulation or otherwise, of standardised, simplified products). The remedies may differ according to the matter under review.

### **Task 2: Collection of first-hand information via the organisation of online, laboratory and/or field behavioural experiments coupled with questionnaires**

**(within the context of Task 2, surveys and interviews may also be organised by the contractor if deemed necessary for the preparation of the experiments and/or findings' analysis).**

The contractor must be able to conduct one or more behavioural experiments designed to measure the extent to which the main behavioural factors and the policy remedies identified under task 1 may influence consumer behaviour and decision-making. For the definition or understanding of the scope/nature of the behavioural experiments to be conducted, the contractor may, if gauged necessary, carry out online or offline surveys as well as organise additional interviews, as mentioned above.

The precise combination of behavioural factors and policy remedies to be tested shall be eventually agreed with the contracting authority. The behavioural experiments shall be conducted in the form of Randomised Controlled Trials (RCTs), and shall be coupled with questionnaires addressed to experiment participants on cultural, socio-demographic variables and opinions that could help interpret experimental results.<sup>9</sup> The contractor will analyse the results from the RCTs in parallel with the replies to the questionnaires, the content of which should be also agreed with the contracting authority.

The sample of participants should be representative of the general population of consumers for the issue at stake. The sample should include only recent or prospective customers/users of the type of product/service at stake or likely to encounter the issue at stake. The sample should imperatively cover consumers from EU countries belonging to different regions (i.e., Nordic countries, Eastern-European countries, Central-European countries, Mediterranean countries). The experiments should foresee a sample size that will deliver results of sufficient accuracy and should rely on reasonable assumptions based on past behavioural experiment results.<sup>10</sup>

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<sup>9</sup> In RCTs, the behaviour of a group is studied in comparison with the choices of a control group, by varying one feature of the test (type of information, advice, frame ...).

<sup>10</sup> For example, one may want to test whether the proportion of people choosing a specific investment product is larger in group B (e.g., with Pre-Contractual Information, PCI) than in group A (e.g., without PCI). Assuming

Where possible, the experiments should be carried out in a single-blind approach and meet the Incentive Compatibility (IC) condition.<sup>11</sup> Behavioural experiments should be carried out using sufficient monetary incentives to avoid unreliable replies. Sample size and the level of incentives should be carefully calibrated so to strike the best compromise between accuracy and the need to minimise unreliable replies and self-selection.

### **Task 3: Analysis of results and policy recommendations**

Within the final part of the study the contractor will draw conclusions from the results obtained under the two previous tasks. The contractor must be able to carry out a detailed econometric analysis (possibly using linear dependent variable models) of internal and external factors affecting consumers' decision-making in the sector at stake, as well as of commercial practices that influence consumers, with a quantification of their effects and relative ranking.

Overall, the contractor, based on the information and data collected in the previous 2 tasks, should be able to provide clear insights into the main factors that influence consumer decision-making and the effectiveness of a range of generic (for studies taking a holistic perspective) or specific (for studies taking a more a specific approach) policy remedies that could help consumers to make better decisions reflecting their long-term preferences.

### **3.3. Procedure for the conclusion of specific contracts**

The FWCs will comprise a general description of the tasks, administrative and financial obligations of the contracting parties. When EAHC, DG SANCO or other Commission Service decides to request specific services a more detailed description of tasks will be set out therein. The request for specific services will be sent simultaneously to all framework contractors both by e-mail.

The request for specific services will set out:

- the terms of reference pertaining to the request for specific services;
- the exact deliverable(s) to be provided (they will comprise implementation of the tasks 1-3 described above);
- the estimated maximum price including travel and subsistence expenses;
- the duration of the services to be provided under the specific contract (the duration of each individual study will be of – approximately – 6 to 12

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proportions of respectively 45% in group A and 55% in group B, with a significance level of 95%, a power of 80%, the necessary sample size for a one-tailed test would be of 51 respondents per group.

<sup>11</sup> An Incentive Compatible (IC) procedure encourages respondents to reveal true preferences, instead of inaccurate or untruthful responses. For example, respondents may underestimate the possible consequences of a decision when this is hypothetical (i.e., when no monetary stake is in play). The presence of a monetary stake (e.g., a show-up fee to be invested during the experiment, with a yield linked to the type of option chosen) may increase the truthfulness of participants' replies.

months), the milestones and the deadlines for the provision of each requested deliverable;

- the exact role of the experts, if relevant;
- the exact timing, form and content of reporting (number and maximum length of all reports to be provided by the contractor during the implementation of the specific contract);
- the communication and coordination requirements including the name of the contact person within the contracting authority, the number of meetings that the contractor will have to attend and any other necessary information;
- the deadline for the submission of the tenders.

If not differently specified within the request for specific services, the framework contractors shall acknowledge receipt of the request for specific services within 5 calendar days following the receipt of the request by post or by e-mail confirming their interest. If the framework contractor is not in a position to prepare an offer in response to the specific request, a justification must be provided at the latest 5 days before the expiry of the deadline for the submission of offers.

If not differently specified within the request for specific services, 14 calendar days following the date of sending the request for specific services, the framework contractors will provide EAHC with a written offer for the execution of the required tasks, including an outline of the proposed methodology, the CVs of the contractor's staff to deal with the specific assignment and experts (if required so in the request for specific services or proposed by the framework contractor) that will be engaged in the work to be undertaken, a work programme and a total price for the service. The latter should be complemented by a justification of its calculation on the basis of the multiplication of the number days proposed per staff category for the execution of the requested services, multiplied by the agreed price per staff category pertaining to each framework contractor. The offer should indicate separately the total price for the requested service and the maximum amount for the reimbursement of the travel and subsistence costs that might be occurred by the framework contractor during the implementation of a specific contract.

If not differently specified within the request for specific services, within 14 calendar days following the submission of the offer(s) the framework contractor(s), EAHC will evaluate them on the basis of the award criteria for specific contracts and ask for any clarifications, if needed. Unless otherwise specified in the request for clarification, the framework contractor(s) will have 7 calendar days to provide the necessary clarifications.

The specific contract will be awarded following the best value for money procedure. In specific, the best value for money shall be the one with the best price quality ratio, following the weighting points attributed for the proposed price and award criteria for specific contracts.

### **3.4. Ownership of the result of the service provided**

According to Article II.8 of the draft FWC, any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the FWCs shall be owned solely by the European Union, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the signature of the FWCs.

## 4. Participation in the tendering procedure

Participation in tendering procedures is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement.

### 4.1. Consortia

Groups of economic operators (consortia) are authorised to submit tenders (joint offers). In this case, each member of the consortium shall fulfil the requirements and accept the terms and conditions set out in the provisions of the FWC as well as in all the relevant Annexes.

The offer must identify the consortium members by filling in the relevant points of Annex Ia. The tenderer shall clearly specify the role and tasks of each member of the consortium. The members of the consortium shall designate one member as consortium leader with full authority to bind the consortium and each of its members. Each consortium partner shall fill in, date and co-sign with the consortium leader a mandate letter (Annex Ib). The consortium leader shall act as a single point of contact with the contracting authority in connection with the present public procurement procedure.

In case the awarded tender is submitted by a consortium, all members of the consortium will be jointly and severally liable towards the contracting authority for the performance of the contract.

The contracting authority may not demand that consortia must have a given legal form in order to be allowed to submit a tender. However, the consortium awarded to sign a FWC may be required to adopt a given legal form after it has been awarded the FWC and before the FWC is signed, if this change is necessary to the proper performance of the FWC.

The tenderer shall note that:

- The **exclusion criteria** as indicated in point 16.1 of the tender specifications will be applicable to each member of the consortium, therefore the ‘Declaration of honour’ (Annex IV) must be supplied in the offer by each member.

During the evaluation or before the signature of the FWC, the contracting authority may request valid documentary evidence demonstrating that the exclusion criteria are met by the consortium partners in accordance with Annex IV.

The leader and the members of the *awarded consortium* will be obliged to submit the exclusion criteria evidence before the signature of the FWC, except if they are public bodies.

- The consortium leader shall provide **evidence of access to contracts (proof of eligibility)** as stated in point 17.1 by filling in
  - Annex Ia (Tender submission form),
  - Annex Ib (Mandate letter filled in and dated by the consortium partner and co-signed by the consortium leader),

- Annex IIa / IIb / IIc (Legal entity form) and
  - Annex III (Financial identification form).
- During the evaluation, the **selection criteria for economic and financial capacity** of the consortium members will be assessed – partly individually and partly in a consolidated way – therefore the offers must include evidence on this regard, for each consortium member. Each consortium member shall fill in and sign Annex VII.
  - During the evaluation, the **selection criteria for technical and professional capacity** will be assessed in relation to the combined capacities of all members of the consortium (as a whole); therefore the offers must include evidence on this.

## 4.2. Subcontracting

Subcontracting is allowed. However, the contracting authority may demand information from the tenderer on any part of the FWC that the tenderer may intend to subcontract to third parties and on the identity of any subcontractor. The contracting authority reserves the right to validate the proposed subcontractor(s).

The offer must clearly identify the subcontractor(s) by filling in the relevant points of Annexes Ia of these tender specifications and prove their willingness to accept tasks proposed to them by the tenderer (e.g. by way of enclosing a written commitment of the subcontractors(s)). Moreover, by filling in Annex Ia, the tenderer shall provide information as to what proportion of the FWC the tenderer intends to subcontract in total and also by each subcontractor, in case there are more subcontractors identified. In addition to this, the offer shall describe which main task(s) will be subcontracted.

Once the FWC has entered into force, the contractor shall retain full liability towards the contracting authority for the performance of the FWC as a whole. The Executive Agency will not have any direct legal commitment with the subcontractor(s).

The tenderer shall note that:

- As a general rule, the **exclusion criteria** as stated in point 16.1 of the tender specifications will be applicable to the tenderer and each its subcontractor, therefore the ‘Declaration of honour’ (Annex IV) must be supplied in the offer by all of them.

During the evaluation or before the signature of the FWC, the contracting authority may request valid documentary evidence demonstrating that the exclusion criteria are met by the subcontractor(s) in accordance with Annex IV.

Before the signature of the FWC, the *awarded tenderer including the subcontractor(s)* will be asked to submit the exclusion criteria evidence. As an exception,

- that/those subcontractor(s) of the awarded tenderer who will be subcontracted for a value of less than € 60 000,
  - and the tenderer and/or the subcontractor(s) being a public body,
- will not be obliged to submit such evidence.
- Only the tenderer shall provide **evidence of access to contracts (proof of eligibility)** as stated in point 17.1. by filling in

- Annex Ia (Tender submission form),
  - Annex IIa / IIb / IIc (Legal entity form) and
  - Annex III (Financial identification form).
- When a subcontractor will be subcontracted for a value of more than € 60 000, the tenderer shall submit information and evidence on the **selection criteria for the economic and financial capacity** of the identified subcontractor by filling in Annex VII and enclosing the evidence as indicated in point 17.2.
- The **selection criteria for technical and professional capacity** will be applied to the combined capacities of the tenderer and the subcontractors identified whether in the tender or during the implementation of the contract –, to the latter in respect of the part of the work that they will perform. Therefore, the offers must include evidence on this.

Instructions on how to fill in the Annexes of these tender specifications in case of joint offers and/or subcontracting are available in Annex XI (Checklist).

## 5. Documentation for tenderers

The following set of documents is provided to the tenderers:

- Invitation to tenderers
- Tender specifications with annexes
  - Annex Ia: Tender submission form
  - Annex Ib: Letter of mandate
  - Annex IIa: Legal entity form for public entities
  - Annex IIb: Legal entity form for private entities
  - Annex IIc: Legal entity form for individuals
  - Annex III: Financial identification form
  - Annex IV: Declaration of honour
  - Annex V: Financial offer form
  - Annex VI: Draft FWC and annexes
  - Annex VII: Economic and financial capacity overview form
  - Annex VIII: List of EU countries with weighting
  - Annex IX: Description of staff categories profiles
  - Annex X: Model CV for the presentation of tender's staff, subcontractor's staff and experts
  - Annex XI: Checklist

## **6. Meetings**

### **6.1. Place of performance**

The place of performance of the tasks shall be the contractor's premises or any other place indicated in the request for specific services (i.e. when a public presentation of a study's results is requested by the contracting authority).

### **6.2. Meetings with contractors of the Framework Contracts**

Meetings shall take place in the offices of DG SANCO (Consumer Directorate, Brussels), the Executive Agency for Health and Consumers (Luxembourg) or at the premises of any other Directorate General of the Commission that could request specific services under the Framework Contracts.

One inception meeting (kick-off meeting) with the participation of EAHC, SANCO and other Commission Services with the Framework Contractors may be planned after the signature of the Framework Contracts (in Brussels). Please note that the costs pertaining to the participation to the above mentioned kick-off meeting will be covered by the framework contractors.

During the implementation of each specific contract, meetings will be called on the basis on the EAHC/Commission's request; relevant information will be included within each request for specific services.

Within Annex V of the tender specifications (A2) the tenderers are requested to indicate separately the total cost for a visit. This total cost must include the travel costs and the subsistence allowances for two representatives for one day in Brussels or in Luxembourg (one day per visit). The maximum daily subsistence allowance that should be taken into account is set to 232,00 EUR for a visit in Brussels and 237,00 EUR for visit to Luxembourg. This allowance is deemed to cover accommodation, breakfast and main meals, and local travel (including taxi). Please refer to Annex IV of the model FWC attached to the present tender specifications.

## **7. Variants**

Variants will not be accepted.

## **8. Volume of contract**

Given the innovative characteristics of this FWC, the volume of services that may be required by EAHC/ DG SANCO and other Commission Services may vary. Therefore, no assurance is given on the volume, value and frequency of the assignments to be requested under this FWC. The award of the FWCs does not oblige the EAHC/DG SANCO and other Commission Services to request specific services.

The maximum value of the specific service contracts that may be ordered and concluded over a 4-years period under the FWCs is of € **10,000,000**.

The initial duration of each FWC is 24 months from the day of its signature by the last contracting party. Its duration may be extended for a maximum of another 24 months (consecutively or for periods smaller than 24 months).

Specific contracts will be signed for the value and duration indicated in them. The specific contracts shall be signed within the duration of each FWC.

Each FWC shall continue to apply to specific contracts implemented after the relevant FWC expires. The service to be provided under such specific contract should be delivered at the latest within 12 months following the expiry of the Framework Contract; the duration for the provision of the services under the specific contract can in no way be more than 14 months after the expiry of the Framework Contract.

## 9. Price

Prices must be quoted in Euro using, if necessary, the conversion rates published in the C series of the Official Journal of the European Union on the day when the contract notice was published (if no notice was published, on the day when the invitation to tender was sent out).

Prices must be fixed amounts in Euro.

Prices shall be fixed and not subject to revision for the period of 24 months following the signature of the FWC by the last contracting party. In case of a contract renewal, as at each renewal, the amount may be revised upwards or downwards. This revision will be made only if one of the contracting parties requests it by registered mail that should be received by the other party not later than three months before the anniversary of the date on which the FWC was signed by the last contracting party. The Executive Agency shall purchase on the basis of the prices in force on the date on which orders or specific contracts are signed. Such prices shall not be subject to revision.

The revision shall be determined by the trend in the harmonised consumer price index MUICP published by the Publications Office of the European Union. This index is published in the monthly bulletin of the Statistical Office of the European Communities (Theme 2 - Economy and Finance, Collection Detailed tables, Money, finance and the euro: Statistics) at [http://epp.eurostat.ec.europa.eu/portal/page/portal/publications/collections/news\\_releases](http://epp.eurostat.ec.europa.eu/portal/page/portal/publications/collections/news_releases)

Where necessary, revision shall be calculated in accordance with the following formula:

$$P_r = P_o [0.2 + 0.8(I_r/I_o)]$$

$P_r$  = revised price;

$P_o$  = price of the original tender;

$I_o$  = index of the month in which the validity of the tender expires;

$I_r$  = index of the month of receipt of the letter requesting a revision of prices.

Estimated travel and subsistence expenses must be indicated separately (point A2 of Annex V).

This estimate should be based on Article I.3.4 of the model FWC annexed to these specifications and include any travel required to meet representatives of the contracting authority either in Brussels or in Luxembourg. In any event, it should represent the maximum unit price representing travel and subsistence expenses for one day meeting to take place either in Brussels or in Luxembourg with the participation of two representatives of the FW contractor.

Prices should be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempted from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union; the amount of VAT should be shown separately.

## **10. Terms of payment regarding the specific contracts to be signed under the FWCs**

### **- Pre-financing:**

Following the signature of the specific contract by the last contracting party within 45 days of the latest of the following dates:

- the receipt of a relevant invoice indicating the reference number of the FWC and the specific contract to which it refers;
- the receipt of the inception report (if foreseen by the specific contract);
- the receipt by the Executive Agency of a duly constituted financial guarantee equal to at least 20 % of the total value of the order or specific contract, only if this is foreseen by the specific contract or (mandatory) if the amount of the pre-financing exceeds € 150.000;

a pre-financing payment equal to 20% of the total amount referred to in Article I.3.1 of the specific contract shall be made.

### **- Interim payment:**

There will be one interim payment during the implementation of each specific contract. The request for interim payment of the contractor shall be admissible if accompanied by:

- an interim technical report in accordance with the instructions laid down in the request for specific services; in case the request for specific services requires the submission of two interim reports, the request for interim payment will be admissible after the submission of the first interim report,
- the relevant invoice(s), indicating the reference number of the FWC and the order or specific contract to which they refer,

- a separate request for the reimbursement of travel and subsistence expenses for the reported period in accordance with Article II.7 of the FWC (accompanied by original supporting documents).

The Executive Agency shall have 45 days from receipt to approve or reject the report, and the Contractor shall have 20 days in which to submit additional information or a new report.

Within 45 days of the date on which the report is approved by the Executive Agency an interim payment corresponding to the relevant invoice and equal to 40 % of the total amount referred to in Article I.3.1 of the specific contract shall be made, increased by the amount of approved reimbursable expenses.

- Payment of the balance:

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

- the final technical report in accordance with the instructions laid down in the request for specific services;
- the relevant invoice indicating the reference number of both FWC and specific contract to which it refers;
- a separate request for the reimbursement of travel and subsistence expenses for the reported period in accordance with Article II.7 of the FWC (accompanied by original supporting documents).

The Executive Agency will have 45 days from receipt to approve or reject the final technical report, and the contractor shall have 20 days in which to submit additional information or a new report.

Within 45 days of the date of approval of the final technical report, payment of the balance corresponding to the relevant invoice, equal to 40% of the total amount referred to in Article I.3.1 of the specific contract shall be made, increased by the amount of approved reimbursable expenses.

- Reimbursement of travel and subsistence expenses:

Reimbursements will be made on presentation of the original receipts/invoices proving the expenses occurred and in conformity with Article II.7 of the FWC.

## **11. Reports and documents to be submitted**

The work carried out by the contractor under each specific contract will be the subject of the following reports, which must be sent to the Executive Agency and DG SANCO or to any other Commission Service that has requested specific services both in hard copy and electronic format (e-mail).

All reports should be drafted in English, have an index, executive summary and numbered paragraphs and pages.

The specific request may set additional requirements.

The exact reporting requirements, including delivery deadlines and schedules of the meetings, will be defined in the frame of each specific contract.

The reporting documents will describe the work carried out and the results obtained during each period or phase of the execution of the specific contract, and a work plan for the next period.

During the course of the work carried out in performing a specific contract, a set of four sequential reports would, in principle, be required by the contracting authority. As previously mentioned, this set of reports may be adapted according to the specific needs of each specific contract:

- An inception report or methodology report, delivered maximum 5 weeks after the signature of the specific contract, where the problem is structured and it is possible to define the method to be used for the implementation of the three tasks on the basis of a preliminary analysis of the available information, appraisal or knowledge of the main behavioural issues (following the consultation with the experts, where relevant), and the particular context of the study;
- A first interim report during the fieldwork phase (mainly after the completion of the second task);
- A second interim report or a pre-final report depending on the duration, size and complexity of the study;
- A final report, which includes the conclusions of the study and the policy recommendations to be taken into account in the decision-making process.

Unless otherwise specified in the request for service, the final report should contain the following disclaimer:

“This report was produced under the Consumer Programme (2007-2013) in the frame of a contract with the Executive Agency for Health and Consumers (EAHC)- acting on behalf of the European Commission. The content of this report represents the views of [name of the contractor] and is its sole responsibility; it can in no way be taken to reflect the views of the European Commission and/or EAHC or any other body of the European Union. The European Commission and/or EAHC do not guarantee the accuracy of the data included in this report, nor do they accept responsibility for any use made by third parties thereof.”

Each report submitted by the contractor should be corrected by a native English speaker, and should be easily understandable for an informed reader without special effort. As mentioned previously, each of the specific studies should comprise an executive summary. The executive summary should include information on the main scope, findings and the conclusions of the study. The executive summary should not exceed 10 pages.

The contractor agrees to make up to three presentations of the report/results of a behavioural study if required by the EAHC, DG SANCO or other Commission Service as part of its publicity plan.

## **12. Contractual terms and guarantees**

In drawing up his bid, the tenderer should bear in mind the provisions of the draft FWC (with its annexes) attached to this invitation to tender (Annex VI).

Submission of a tender implies acceptance of all the terms specified in the present specifications and in particular in the attached draft FWC including the general conditions applicable to contracts (Annex VI).

All documents presented by the tenderer become the property of the European Union and are deemed confidential.

The Executive Agency will not reimburse expenses incurred in preparing and submitting offers.

## **13. No obligation to award the FWC**

Completing the adjudication or the procedure of the call for tenders in no way imposes on the Executive Agency an obligation to award the FWC.

The Executive Agency shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted, nor shall it be liable when deciding not to award the contract.

## **14. Administrative and financial penalties**

1. Without prejudice to the application of penalties laid down in the FWC, candidates or tenderers and contractors who have been guilty of making false declarations or have been found to have seriously failed to meet their contractual obligations in an earlier procurement procedure shall be excluded from all contracts and grants financed by the Union budget for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

That period may be extended to three years in the event of a repeat offence within five years of the first infringement.

Tenderers or candidates who have been guilty of making false declarations shall also receive financial penalties representing 2 % to 10 % of the total value of the contract being awarded.

Contractors who have been found to have seriously failed to meet their contractual obligations shall receive financial penalties representing 2 % to 10 % of the total value of the contract in question.

That rate may be increased to 4 % to 20 % in the event of a repeat offence within five years of the first infringement.

2. In the cases referred to in paragraph 16.1 points (a), (c) and (d) of these specifications, the candidates or tenderers shall be excluded from all contracts and grants for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

In the cases referred to in paragraph 16.1 points (b) and (e) of these specifications, the candidates or tenderers shall be excluded from all contracts and grants for a minimum of one year and a maximum of four years from the date of notification of the judgment.

Those periods may be extended to five years in the event of a repeat offence within five years of the first infringement or the first judgment.

3. The cases referred to in paragraph 16.1 point (e) of these specifications shall be the following:

(a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by the Council Act of 26 July 1995<sup>12</sup>;

(b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997<sup>13</sup>;

(c) cases of participation in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council<sup>14</sup>;

(d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC<sup>15</sup>.

## 15. Requirement as to the tender

The tender must include:

- (a) an administrative part including all the information and documents required by the contracting authority for the appraisal of tenders on the basis of the exclusion and selection criteria set out under paragraphs 16 and 17 respectively of these Tender Specifications;
- (b) a technical part including all the information and documents required by the contracting authority for the appraisal of tenders on the basis of the award criteria set out under paragraph 18 of these Tender Specifications;
- (c) a financial part setting out prices in accordance with paragraph 19 of these Tender Specifications.

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<sup>12</sup> Official Journal of the European Communities, C 316, 27.11.1995, p. 48.

<sup>13</sup> Official Journal of the European Communities, C 195, 25.06.1997, p. 1.

<sup>14</sup> Official Journal of the European Communities, L 351, 29.12.1998, p. 1.

<sup>15</sup> Official Journal of the European Communities, L 166, 28.06.1991, p. 77.

## **ADMINISTRATIVE PART**

The evaluation will be made in three stages: exclusion, selection and award. Only the offers which fulfil the criteria detailed below will be selected for the award stage.

### **16. Exclusion criteria**

#### **16.1. Candidates or tenderers shall be excluded from participation in a procurement procedure if:**

- (a) 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;
- (b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) 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;
- (e) 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;
- (f) they are currently subject to an administrative penalty referred to in Article 96 (1) of the Financial Regulation (The contracting authority may impose administrative or financial penalties on the following: (a) candidates or tenderers in the cases referred to in point (b) of Article 94, (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget. In all cases, however, the contracting authority must first give the person concerned an opportunity to present his observations.)

Points (a) to (d) of the first subparagraph shall not apply in the case of purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or from the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

Candidates or tenderers must certify that they are not in one of the situations listed above by completing and signing the 'Declaration of honour' (Annex IV).

**As a general rule, the successful tenderer will be requested, after the award and before the signature of the FWC, to also provide evidence that it is not in any of the situations described in points (a), (b), (d) and (e) above within the time limit stipulated by the contracting authority.** In case the successful tender was submitted by a consortium and/or

subcontractors are identified, the exclusion criteria evidence shall be submitted in accordance with point 4 of the tender specifications.

This evidence must be in one of the forms described in paragraph 16.2 below.

## **16.2. Evidence**

- (a) The contracting authority shall accept as satisfactory evidence that the candidate or tenderer to whom the FWC is to be awarded is not in one of the situations described in point (a), (b) or (e) of paragraph 16.1, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
- (b) The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of paragraph 16.1, a recent certificate issued by the competent authority of the State concerned. Where the document or certificate referred to in paragraph 1 is not issued in the country concerned and for the other cases of exclusion referred to in paragraph 16.1, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.
- (c) Depending on the national legislation of the country in which the candidate or tenderer is established, the documents referred to in paragraph 16.2 shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

## **16.3. Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:**

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in paragraph 16.1, for this procurement procedure.

Candidates or tenderers must certify that they are not in the situation in point (a) by completing and signing the form in Annex IV, 'Declaration of honour'.

## **17. Selection criteria**

Tenderers must demonstrate that they have the economic and financial, technical and professional capacity that is necessary to provide the services that may be required under the

FWC. Only those tenders fulfilling all the selection criteria will be examined in the light of the award criteria.

### **17.1. Evidence of access to Contracts (Proof of eligibility)**

The tenderer (in case of a consortium, the consortium leader) shall provide evidence of access to contracts (eligibility) according to the followings:

- a) the tenderer indicates in which State it has its headquarters or domicile (Annex Ia) and presents the supporting evidence normally acceptable under its own law.
- b) it indicates its VAT number (Annex IIa/IIb);
- c) it indicates the name and position of the person authorised to sign the contract (Annex Ia);
- d) it indicates its bank account number and bank address (R.I.B. or standard form in Annex III);
- e) if the tenderer is a natural person, it shall complete the standard form in Annex IIc.
- f) In case of a consortium, the consortium leader shall submit the Mandate letters (Annex Ib) signed and dated by the consortium members and co-signed by the consortium leader; in case of subcontracting the tenderer shall submit the written commitment proving the willingness of the subcontractor(s) to accept the task proposed to it / them by tenderer.

### **17.2. Economic and financial capacity**

#### **17.2.1. Purpose**

Tenderers are required to provide sufficient information of their financial standing and more particularly proof that they have the necessary resources and financial means to carry out the work that is the subject of the tender.

The Executive Agency shall have sole discretion in judging the adequacy of tenderers' economic and financial capacity with regard to the provision of the services and, where it considers this insufficient, the right to reject any offer, to accept an offer subject to any advance or stage payments being deferred until the work has been completed or to ask the tenderers to provide a guarantee or performance guarantee.

#### **17.2.2. Economic and financial capacity check**

For any tenderer participating in the call, verification of the organisation's economic and financial capacity is mandatory.

In order to be economically and financially viable, a tenderer must demonstrate:

- **Liquidity:** capable of covering its short-term commitments;
- **Solvency:** capable of covering its medium and long-term commitments;
- **Profitability:** generating profits, or at least with a self-financing capacity.

As a consequence, the liquidity, the solvency and the profitability of the tenderer shall be assessed by the Executive Agency.

Proof of its economic and financial capacity shall be furnished by the tenderer by the presentation of balance sheets or extracts from balance sheets and profit and loss accounts for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established.

Tenderers (and in case of a consortium, the consortium leader and the consortium members) are also requested to fill in the form ‘Economic and Financial Capacity Overview’ in Annex VII.

If, for some exceptional reason that the Executive Agency considers justified, the tenderer is unable to provide the references requested by the Executive Agency, he may prove his economic and financial capacity by any other means that the Executive Agency considers appropriate. In case of public bodies, other documents, in particular the body’s budget for the current year could be considered as appropriate.

### 17.2.2.1 Used ratios and noteworthy value

The tenderer's economic and financial capacity check is based on three financial ratios defined as follows:

Purpose	Indicators	Ratios
Liquidity	Current Ratio <sup>16</sup>	$\frac{\text{Current Assets (3)}^{17}}{\text{Trade and Other Debts (6)}}$
Profitability	Profitability Ratio <sup>18</sup>	$\frac{\text{Gross Operating Profit (14)}}{\text{Turnover (7)}}$
Solvency	Financial Autonomy Ratio <sup>19</sup>	$\frac{\text{Capital and Reserves (4)}}{\text{Total Liabilities (4 + 5 + 6)}}$

In addition, noteworthy values are used as complementary data (Flag).

<sup>16</sup> For the last year for which accounts have been closed

<sup>17</sup> The figures mentioned between brackets refer to the respective accounts listed in Annex VII

<sup>18</sup> For the best of the last two years for which accounts have been closed

<sup>19</sup> For the last year for which accounts have been closed

Purpose	Indicators	Ratios
Financial Capacity	Turnover Flag	The average Turnover (7) of the last 2 accounting years minus <u>Estimated Maximum Amount of the Services</u> Duration of the provided service in years
	Equity Flag	Capital and Reserves (4) minus Paid-up Capital (4.1)

### 17.2.2.2. Thresholds

According to the results obtained for each of the abovementioned ratios, the following quotes are given:

Purpose	Indicators	Weak	Acceptable	Good
		0	1	2
Liquidity	Current Ratio	$i < 1$	$1,00 \leq i \leq 1,25$	$i > 1,25$
Profitability	Profitability Ratio	$i < 0,05$	$0,05 \leq i \leq 0,15$	$i > 0,15$
Solvency	Financial Autonomy Ratio	$i < 0,20$	$0,20 \leq i \leq 0,33$	$i > 0,33$

Flags are assessed according the following criteria:

Purpose	Indicators	Weak	Good
Financial Viability and Capacity	Turnover Flag	$i < 0$	$i \geq 0$
	Equity Flag	$i < 0$	$i \geq 0$

### 17.2.3 Conclusion of the economic and financial capacity checks

The financial assessment on the basis of the above-mentioned ratios results in scores of "Good", "Acceptable" or "Weak" for the liquidity, profitability and solvency aspects of the tenderer.

A tenderer subject to a verification of its economic and financial capacity who obtains an overall score of less than 3 points as a result of the above ratios will be considered to have a "Weak" economic and financial capacity.

Moreover, despite an overall score of 3 points or more under the abovementioned ratio analysis, the economic and financial capacity of a tenderer will be considered as "Weak", if both the noteworthy values, knowing the Turnover Flag and the Equity Flag, are considered "Weak".

An overall score of less than 3 points as a result of the assessment of the financial ratios will not lead to the exclusion of the tenderer. In this case the tenderer, if awarded the FWC and for a specific contract, will be required to submit a bank guarantee (performance guarantee or pre-financing guarantee) to the Executive Agency.

The tenderer will be excluded only in case of having ‘Weak’ for all the indicators at the same time: Current Ratio (liquidity), Profitability Ratio (profitability), Financial Autonomy Ratio (solvency), the Turnover Flag and the Equity Flag (Financial Viability and Capacity).

### 17.3. Technical and professional capacity

Technical and professional capacity of the tenderer shall be evaluated and verified in accordance with point 17.3.1 and 17.3.2 as follows:

#### 17.3.1. Requirements

The tenderer and its proposed team must meet the following criteria:

SELECTION CRITERIA	CRITERIA	DETAILS OF THE CRITERIA
Criterion 1	To have professional experience and academic expertise in conducting projects relevant to the subject of the contract (this criterion refers to the tenderer).	Minimum 2 years experience in developing and conducting projects addressing the tasks to be performed within the present specifications and especially in the areas of - sector and market analysis (in economic or regulatory context); - consumer opinions and perception analyses; - conduct of laboratory/field/online/offline behavioural experiments.
Criterion 2	To have excellent knowledge of the domain, i.e. market research and analysis of consumer behaviour (this criterion refers to individual staff member or subcontractor of the tenderer).	One team member (preferably the team leader) with at least 7 years of experience in general market research, a PhD in a relevant domain, and at least one publication in peer-reviewed journals. The core team members must have at least 3 years professional experience (each of them) in general market research (core team = 2 staff members + project leader).
Criterion 3	To have the necessary human resources for the	A minimum of 4 full time staff (or Full-Time Equivalent) to

	<p>provision of the requested services; to have the possibility to organise the participation of experts during the preparation of a study (this criterion refers to the tenderer).</p>	<p>be employed by the tenderer; A minimum of 3 full time staff (or Full-Time Equivalent) to be assigned to the provision of the service.</p> <p>Perspective of cooperation with experts of the field. Experts are considered professionals with at least 10 years of professional experience in the specific domain of relevance (economy, market research, marketing, business administration, law).</p>
Criterion 4	<p>To have capacity to work in two EU official languages, and in any case, in English. (this criterion refers to the tenderer).</p>	<p>Knowledge of English and French or German.</p> <p>A minimum of 3 years of professional experience in at least two EU languages (at least one team member). An English mother tongue drafter of the reports of the study.</p> <p>Experience in giving public presentations in English (as a speaker/facilitator/moderator).</p>
Criterion 5	<p>To have capacity to ensure quality of the services to be provided under the Framework Contract (professional and market research standards, this criterion refers to the tenderer).</p>	<p>The tenderer must employ adequate procedures to assure quality of the services to be provided under the framework contract (i.e. in compliance with relevant professional standards related to market research).</p> <p>The tenderer must have access to sufficient information sources that will enable him to conduct a sound and detailed research (e.g., access to online libraries, micro-data sharing agreements with retail chains or service providers).</p>

Technical and professional capacity of tenderers shall be evaluated and verified in accordance with paragraph 17.3.2.

### **17.3.2. Evidence**

Evidence of the technical and professional capacity of tenderers may be furnished on the basis of the following documents:

- A list of the principal services carried out during the last two years by the tenderer, indicating the amount, the date and the recipient (public or private) of each one of these services. A short description of all relevant tasks that have been executed within the context of these assignments accompanied by certificates of satisfactory execution (Selection criterion 1).
- Concise but informative Curricula Vitae of the management/supervisory staff and other members of the staff of the tenderer that will be engaged for the preparation of the behavioural studies. The CVs should include, as annexes, copies of a) attestations of professional experience, b) academic diplomas, c) a list of scientific publications and d) a list of public presentations given in English. In case of subcontracting, the annexed model CV needs to be filled in for each of the subcontractor's staff to be engaged for the provision of the requested services (Selection criteria 2 and 4).
- Proof of employment of 4 full time (or Full-Time Equivalent) staff personnel – including the tenderer's managerial staff. The tenderer should provide a description of his organisation and information about the number of staff employed (full-time and/or part-time), their specific role/tasks within the context of the implementation of the FWC (Selection criterion 3).
- Statements of availability of experts (Selection Criterion 3).
- In the case the offer is submitted by a consortium, or involves subcontracting, a statement specifying the function, the qualifications and the experience of each member of the consortium or each subcontractor (amount of subcontracting included in the Tender submission form - Annex Ia) should be provided. Moreover, the tenderer has to indicate clearly which are the roles and the envisaged contribution of each member of the consortium and/or each subcontractor within the context of the FWC (Selection criterion 3).
- A description of the measures employed to ensure the quality of services, and a description of the firm's study and research facilities. To that end, proof of compliance with relevant professional and market research standards may be provided by the tenderer. The tenderer must indicate, where applicable, compliance with ESOMAR or other national, European or international standards and membership in relevant associations. In case the services referred to the first point of the present paragraph (services carried out during the last two years) were provided to contracting authorities including the Commission, evidence of performance may be provided in the form of certificates issued or countersigned by the competent authority (Selection criterion 5).

### **TECHNICAL PART**

**The technical part shall describe in detail how the tasks described in point 3 of the present tender specifications will be provided by the tenderer. Since tenderers will be**

judged on the content of their written offers, these must clarify how they could meet the requirements of the tender specifications.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.).

## 18. Award criteria

### 18.1. Award Criteria applicable for the award of the FWCs.

The FWCs will be awarded to the tenderers who submit the best value for money offer, as assessed on the basis of the following factors:

#### (a) Award criteria and their relevant weighting:

No	Qualitative Award Criteria	Weighting (max. points)
1	Quality and relevance of the methodology to be followed for the preparatory review (task 1). Understanding of the work to be performed at this stage and proposed methodology and tools for its execution. Relevance and sufficiency of the initial list of potential sources to be consulted (including participation of experts). Quality and relevance regarding the preparation and implementation of the survey on self-reported preferences.	20
2	Quality and relevance of the methodology to be followed for the preparation and execution of the online, laboratory and/or field behavioural experiments, but also of surveys and interviews, where deemed necessary (task 2); general understanding of the work to be performed; method to be followed for the selection of the sample; tools for the collection, analysis and presentation of the acquired data. Approach proposed for the overall management of the work, including the quality control measures to be employed for the experiments results.	20
3	General understanding of the work to be performed regarding the analysis of results and the formulation of policy recommendations (task 3); quality and relevance of the working methods and tools to be employed for the analysis of the results obtained during the execution of tasks 1 and 2; quality and relevance of the method to be followed for the formulation of the policy recommendations. Approach proposed for the execution of this part of the assignment, including ensuring quality control of the final results.	20

4	Quality and relevance of the methodology proposed to prepare and execute the behavioural study based on the references, questions and indications included in the hypothetical example described in the box No1.	20
5	European (EU27 + Norway and Iceland) population that may be covered for the implementation of online and laboratory experiments, and surveys or interviews (relative weight attributed to each country as defined in Annex VIII).	20
<b>Total points</b>		100

Tenders which score less than 50% in the points awarded to each award criterion will be automatically excluded. Additionally, the sum of points that a tender acquired after the assessment of the five award criteria, should not be lower than **70** points (out of the totality of 100) in order to allow a tender to pass through the next phase, namely the evaluation of the financial part of the tenders.

Tenders should refer in a detail to all points described in the specifications. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score.

The award criteria are detailed as follows:

#### **Award Criterion 1 – Task 1:**

Tenders should demonstrate a robust understanding of the policy and of the relevant regulatory framework, as well as of behavioural economics concepts and research, and their offer should include:

- a. A generic methodology, in a form of an analytical framework, for preparing, carrying out and summarising a preparatory review (i.e. relevance and sufficiency of the list of information sources to be consulted, proposed method(s) for the collection of initial data);
- b. A generic methodology for preparing, carrying out and analysing the results of a survey on consumer decision-making process and self-reported preferences;
- c. Proposed resources in terms of time and personnel to be devoted to the three tasks that will be performed under this part of each specific behavioural study.
- d. A description of how the work will be coordinated between the project leader and the rest of the team members.
- e. Proposed quality control and supervision methods that would ensure high quality preparatory review results, in particular:
  - The procedures the tenderer intends to implement and the indicators to be used to ensure the quality and monitoring of the services rendered;
  - The procedures and the indicators that will be used in order to control the quality of the services provided;
  - The methods of dealing with the personnel in terms of management, including the mechanisms for notification to the contracting authority and timely and full

replacement of any reduction in capacity (and training if necessary), aimed at ensuring that the level of expertise and resources committed in the bid will be sustained during the whole duration of the FWC.

- f. Presentation of the way in which continuity of the service will be ensured, and how the tenderer would provide a rapid response and timely delivery of the expertise and results of surveys required under specific contracts following the Framework Contract.

### **Award Criterion 2 – Task 2:**

Tenderers should indicate in their bid:

- a. A generic methodology for designing a behavioural experiment (online, laboratory, or field) and conducting surveys or interviews (as complementary tools). A description of the methodology for the selection of the key issues – related to consumer decision-making – to be scrutinised through the experiments (i.e. identifying issues that would form the object of the experiment(s)).
- b. A presentation of how the collection of first-hand data that will be derived from the field/laboratory experiments, as well as surveys and interviews where deemed relevant, will be carried out. The methodology should cover the use of additional tools of data-gathering (e.g., eye-tracking tools) and the incentive part, as it is known that too low incentives may generate significant noise and unreliable replies.
- c. A presentation of the general methodology of constructing a sample necessary to obtain representative results.
- d. A thorough explanation of the sampling definition method that will ensure sufficient accuracy (sample size, geographical coverage).
- e. A detailed presentation of the way the results of experiments, and surveys and interviews where deemed relevant, will be analysed and incorporated into the study.
- f. A generic methodology, if deemed relevant, for quantifying and/or ranking the factors that influence consumers' decision-making.
- g. A description of work organisation for this task. This should indicate what the roles and responsibilities of the team members are and how the work would be distributed inside the team or between teams.
- h. Presentation of the envisaged briefing and training of the field experimenters to the contracting authority.
- i. Proposed quality control and supervision methods that would ensure high quality experiment results.
- j. Description of the way in which data would be recorded and stored, which would enable the contracting authority to obtain the micro-data on their request.

### **Award Criterion 3 – Task 3:**

- a. Tenderers shall provide a detailed plan describing how they intend to execute this part of the study, how they will perform an econometric analysis of the data resulting from the behavioural economics research, along with information from the questionnaires. A generic methodology, if any, for quantifying and/or ranking the factors that influence consumers' decision-making.
- b. A generic methodology for identifying the most effective remedies and develop policy recommendations.
- c. A description of the work organisation for the whole behavioural study. It should be indicated what the roles and responsibilities of the team members are and how the work would be distributed inside the team or between teams.

### **Award Criterion 4 – Elements to be addressed in relation to the hypothetical study:**

The tender should demonstrate an understanding of the policy and of the relevant regulatory framework, as well as of the relevant behavioural economics results and should include:

- a. A specific methodology, in a form of an analytical framework, for preparing, carrying out and summarising the preparatory review (i.e. relevance and sufficiency of the list of information sources to be consulted, proposed method for the collection of initial data);
- b. A specific methodology for preparing, carrying out and analysing the results of a survey on consumer decision-making process and self-reported preferences;
- c. A description of the work organisation for the hypothetical study. It should be indicated what the roles and responsibilities of the team members are and how the work would be distributed inside the team or between teams in order to ensure timely, efficient and effective delivery of results in case a multiple assignment is placed. In a case of a joint bid, it should be explained how different areas of work will be allocated to consortium members. The same applies in the case of giving parts of work to subcontractors.
- d. A specific methodology for designing an online behavioural experiment. A description of the methodology for the selection of the key issues – related to consumer decision-making – to be scrutinised through the experiments. This includes identifying issues that would form the object of the experiment(s).
- e. Presentation of how the collection of first-hand data that will be derived from the on line experiments will be carried out. The methodology should cover the incentive part, as it is known that too low incentives may generate significant noise and unreliable replies.
- f. A presentation of the method that will ensure sufficient accuracy.
- g. A presentation of the way the results of experiments will be analysed and incorporated into the study.

- h. Tenderers shall provide a detailed plan describing how they intend to execute the hypothetical study, how they will perform an econometric analysis of the data resulting from the behavioural economics research, along with information from the questionnaires. A specific methodology, if any, for quantifying and/or ranking the factors that influence consumers' decision-making.
- i. A specific methodology for identifying the most effective remedies and develop policy recommendations.
- j. Tenderers shall provide a plan describing how they will perform an econometric analysis of the data resulting from the behavioural economics research, along with information from the questionnaires. A methodology, if any, for quantifying and/or ranking the factors that influence consumers' decision-making.
- k. A proposed timeline for each task of the hypothetical study.

#### **Award Criterion 5:**

The fifth award criterion will take into account the number of EU countries which can be covered during the implementation of the tasks 1 and 2. The figures indicated within the table in Annex VIII (list of EU Countries with weighting) will be used for the calculation of the award points to be attributed to each tender for the assessment to the relevant award criterion. The population coverage in data-collection activity useful to prepare the experiments (e.g., surveys, interviews), may differ from the population coverage for the laboratory/field experiments. Should a tenderer be capable of covering different number of countries in relation to task 1 and to the online/laboratory experiments of task 2, the minor number given will be taken into account for the assessment and attribution of award points. For example, if the tenderer is capable of conducting surveys in 15 Member States but online/laboratory behavioural experiments only in 6 of them – the evaluation points will be calculated on the basis of the smallest number, which in our example is 6. Given the complexity of organising field experiments, these can even be conducted in one country only, without compromising the number of points received for Award Criterion 5.

From what specified above (18.1), it follows that the technical part of each offer should include two parts: *the first* addressing the award criteria number 1, 2, 3 and 5 in abstract, and the *second* where the tenderer will use the hypothetical case here below for the illustration of the method presented within the first part of his technical offer. The latter will be used as the basis for the assessment of award criterion 4.

## **Box1-Hypothetical Study**

### **A. Introduction**

The EU energy label (as provided by Directive 2010/30/EU) is well-known for transforming the market by the uptake of more efficient energy-related products<sup>20</sup>. Such transformation is achieved by having a compulsory label that provides consumers with meaningful, credible, comparable and easy-to-understand information. The label focuses on the energy efficiency of the product – energy consumption during the use phase - whilst it also allows the inclusion of other environmental aspects (for example, water consumption or noise during use) relevant for consumers to make an informed choice.

In adopting Directive 2010/30/EU<sup>21</sup> ("Energy Labelling"), the recast of Directive 92/75/EEC, the Council asked the Commission, in recital 23, to analyse "whether further action to improve the energy and environmental performance of products is needed, inter alia the possibility to provide consumers with information on the carbon footprint of products or the products' environmental impact during their life cycle". This study will examine the potential effectiveness – in terms of sizeable impact on consumers' decision-making - of incorporating these elements into the energy label.

### **B. Purpose of the contract**

- A. Firstly, this study will include a preparatory review of the behavioural economics literature, the gathering of data on the prevailing form of private labels, a collection of existing survey data on consumer self-reported preferences and decision-making process (from the search of information to the final purchase), and the review of policy options.
- B. Secondly, this study will examine consumer understanding of the elements of the energy label as well as the feasibility of a label containing information on carbon footprint and other environmental parameters by running behavioural tests in simulated purchase situations.
- C. Thirdly, this study will be completed with the analysis of the results and a description of the policy recommendations.

The issues to be investigated are:

- The effectiveness of the label to convince consumers to buy (usually) more expensive albeit more environmental friendly products,
- The effectiveness of a CO<sub>2</sub> label to convince consumers to buy (usually) more expensive albeit lower CO<sub>2</sub> footprint products,
- The effectiveness of a combined environmental and CO<sub>2</sub> label to convince consumers to buy (usually) more expensive albeit more environmental friendly

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<sup>20</sup>[http://ec.europa.eu/energy/efficiency/consultations/doc/2008\\_02\\_22\\_labelling/2008\\_consultation\\_energy\\_label\\_ling\\_document.pdf](http://ec.europa.eu/energy/efficiency/consultations/doc/2008_02_22_labelling/2008_consultation_energy_label_ling_document.pdf)

<sup>21</sup> JO, L153, 18.06.2010

products,

**A.** The preparatory review should also draw conclusions from other existing labelling schemes on CO<sub>2</sub> and mandatory environmental labelling within and outside the European Union. This should include a review of existing research in the field as well as from the Commission's study on environmental footprint of products (methods and initiatives), and the ongoing pilot project on the harmonised methodology for the calculation of environmental footprint of products ending in December 2011<sup>22</sup>.

As mentioned above, some Member States as well as third countries have already started working on "carbon labelling". These are the respective references to some of their work:

France: <http://affichage-environnemental.afnor.org>; <http://www.developpement-durable.gouv.fr/IMG/pdf/expaffichage-ang-a.pdf>

Germany: <http://www.pcf-project.de>

United Kingdom: <http://www.carbon-label.com/>

Japan: [http://www.env.go.jp/earth/ondanka/mechanism/carbon\\_offset/pamph1/full.pdf](http://www.env.go.jp/earth/ondanka/mechanism/carbon_offset/pamph1/full.pdf)

United States of America: <http://www.carbonfund.org/>

**B.** This part of the study will include research on the impact of the EU energy label and the above proposed labelling options on consumer behaviour when purchasing energy-related products. Research will focus on behavioural laboratory experiments intended to demonstrate how consumers respond to the four label options (elements of the existing EU Energy Label, CO<sub>2</sub> label, environmental label and their combination) discussed in Point A above in order to understand precisely what role these labelling options could play in consumers' purchasing decisions.

**C.** Analysis of results and policy recommendations.

**The experiment(s) should:**

- **Be conducted in 15 Member States (10 belonging to EU15 and 5 belonging to EU12);**
- **Be conducted using a nationally-representative sample of 800 participants per Member State (i.e., a total EU sample of 12,000 participants);**
- **Be conducted online;**
- **Cover 2 types of goods – 1. white goods (e.g. fridges, washing machines); 2. consumer goods (e.g., light bulbs);**

**and consider the following questions:**

**Re the existing EU energy label:**

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<sup>22</sup> [http://ec.europa.eu/environment/eussd/product\\_footprint.htm](http://ec.europa.eu/environment/eussd/product_footprint.htm)

- To what extent do the individual elements of the EU energy label (colour scale and letters, energy consumption, and product specific pictograms) influence consumers' decision making?
- To what extent does the EU energy label as a whole influence consumers' decision making?
- To what extent do other pieces of information, besides the one on energy use present on the EU energy label, influence consumers' decision-making?

**Re an environmental label:**

- To what extent would a label containing all environmental parameters influence consumers' decision making?
- Are there any specific environmental parameters currently not seen on any of the product specific EU energy label which would influence consumers' decision making?
- To what extent would an environmental label be effective in convincing consumers to buy (usually) more expensive albeit more environmental friendly products?
- To what extent do consumers understand information mixing several environmental parameters and phases of the lifecycle of the product provided on this label (if feasible at all)?

**Re a CO<sub>2</sub> label:**

- To what extent would a CO<sub>2</sub> label influence consumers' decision making?
- To what extent would a CO<sub>2</sub> label be effective in convincing consumers to buy (usually) more expensive albeit more environmental friendly products?

**Re a combined environmental and CO<sub>2</sub> label (with the existing EU energy label):**

- To what extent would such a label influence consumers' decision making?
- To what extent would such a label be effective in convincing consumers to buy (usually) more expensive albeit more environmental friendly products.

**All the tasks indicated in the above mentioned hypothetical study should be concluded within a period of 9 months.**

**(b) Price.**

The price must be indicated following the instructions provided within the “Financial Offer form” (Annex V of the present tender specifications).

Price assessment:

As indicated above, only the tender(s) that reach the technical quality threshold (50% of each award criterion and 70 or more points in total), will be subject to the price assessment.

The tender offering the lowest price pertaining to the evaluation of the FWC (Part II of the financial offer form) will be awarded **100 points**. The other tenders will be awarded points on the basis of the following formula:

Points = (lowest offer price for the evaluation/price for the evaluation of the bid in question) x 100

In specific: the Evaluation of the best value for money tender:

The price to be taken into account for the award will be the price indicated in Part II of Annex V of the present tender specifications; this price should be equal to the sum deriving from the arithmetic multiplication of the number of days per staff category that the tenderer will propose as necessary for the work to be carried out under the hypothetical specific study presented in Box 1 of the present tender specifications.

In order to determine the best-value-for-money tender for the award of the FWCs, a quality/price ratio of 60/40 will be applied in the following way:

- The points awarded for the technical quality multiplied by 0.60;
- The points awarded for the price multiplied by 0.40.

The points for the technical quality and those for price will then be added together and the FWCs will be awarded to the tenderers that obtained the highest total number of points.

In specific, the FWCs will be awarded to minimum 3 and maximum 5 tenderers who obtained the five highest total points.

## **18.2. Award Criteria for the Specific Contract(s)**

Only admissible offers will be evaluated. The criteria of admissibility of the offers will be the following:

- the deadline set within the request for specific services for the submission of offers has been respected by the FW contractor;
- the unit prices per staff category are identical to the fee amount indicated in the FW contractor's financial offer (part I- A1);
- the maximum budget indicated within the request for specific services has been respected.

Taking into account the nature of multiple FWCs with reopening of competition, the following award criteria are set to determine the best value for money tender for the award of each specific contract.

EAHC may break down the criteria defined below into sub-criteria adapted to the particular features of each request for specific services.

### **Quality criteria for the award of specific contracts**

QC.1, max 30 points: - Understanding of the work to be performed; relevance of the composition of the proposed team to carry out the assignment;

QC 2, max 50 points: - Proposed methodology and tools for the implementation of the specific study;

QC.2, max 20 points: - Approach proposed for the overall management and coordination of the work to be performed for the performance of the study.

Tenders which do not obtain at least 50% of the maximum score for each award criterion and at least 70% of the overall score for all the three criteria, will not be admitted to the next stage of the evaluation procedure.

### **Financial criteria for the award of specific contracts**

Each tender will be assessed in terms of the total price offered. The evaluation of price for the award of each specific contract will be done on the basis of the global price offer. This price should be calculated on the basis of the unit prices fixed in each FW contractor's financial offer (Annex V of the present tender specifications) broken down by staff categories as well as travel and subsistence expenses.

The scores for the financial criterion will be calculated according to the following formula:

The bid with the lowest price and with sufficient score for the technical part (according to the minimum thresholds set above) receives 100 points. The others are awarded points according to the following formula:

Points = (price of the lowest bid / price of the bid in question) X 100.

### **Specific contract award**

The specific contract will be awarded under the best value for money procedure. This will be determined on the basis of the price and the quality ratio expressed by the tender by weighing technical quality against price on a 40/60 basis. This is done by multiplying:

- the scores awarded for the technical quality by 0.40;
- the scores awarded for the financial offer by 0.60.

The technical and financial points multiplied by the above mentioned weighing factors are then added together, and the specific contract will be awarded to the most economically advantageous offer.

### **FINANCIAL PART (ANNEX V OF THE TENDER SPECIFICATIONS)**

## 19. Financial part

Prices must be presented in the standard format of Annex V. Annex V consists of two parts, Part I and Part II.

*Part I* includes two sub parts: in the first sub part (A1) the tenderer should indicate the Unit prices that will constitute the future contractual basis in the case of request for specific services. These prices refer to the unit rate fees per staff category per day and should comprise all costs related to the tenderer' s staff. Indicatively, the fees must include all costs (project management, quality control, training of the contractor's staff, support resources, etc.) and all expenditures (secretariat, salaries, social security, administrative costs, purchase of data etc.) incurred directly and indirectly by the contractor in the performance of the tasks which may be entrusted to him.

Within the second sub part (A2) the tenderer must indicate the Unit Price per meeting that may be convened by the contracting authority and take place either in Brussels or in Luxembourg. The Unit Price per meeting should comprise the relevant travel and subsistence costs for two representatives of the tenderer' s staff for one day meeting. The maximum amounts that should be taken into account for the calculation of each Unit Price are provided within Annex IV of the model FWC attached to the present tender specifications.

*Part II (B) will be used for the evaluation of the value for money criterion for the award of the FWCs. This part should indicate the total price proposed for the implementation of the hypothetical specific study included in Box 1 of the present tender specifications. This price should be equal to the sum deriving from the arithmetic multiplication of number of days per staff category that the tenderer proposes as necessary for the execution of the tasks that need to be implemented within the context of the hypothetical study. The proposed number of days per staff category should be in line with the information provided within the technical part of the tenderer' s offer regarding the staff involvement during the preparation of each specific study. In cases of major discrepancies, explanations will be requested.*

Annex V will be an integral part of Annex II (Contractor's Tender) of the FWC.

The financial offer must be completed in full and signed by a person able to engage the tenderer financially. Any incomplete tender may be excluded from the evaluation procedure.