

**QUESTIONS AND ANSWERS RELATED TO CALL FOR TENDER
EAC/17/2010**

Question 1

Can the Commission confirm that there is no conflict of interest if the proposal includes experts who are currently involved in Comenius multilateral projects or networks, either as coordinator or as partner?

Answer to Question 1

There is clear potential for conflict of interest if experts evaluating the impact of Comenius Multilateral Projects and Networks are at the same time participating in one. Any tender involving such individuals should make explicit how conflict of interest will be prevented

Question 2

Could you clarify the following point “**5.1.2.1. Appropriate statements from banks or evidence of professional risk indemnity insurance;**” what should be written in those statements and for what amount.

Answer to Question 2

You need to ask your bank for a document that demonstrates you have sufficient economic and financial resources to be able to execute the tasks or provide a document from your professional risk indemnity insurance if you have one.

Question 3

Sample of consortia to be analysed. Article 2.3 of the Terms of Reference specifies that the Contractor shall analyse 'the impact of the two Comenius centralised actions in a sample of minimum 60 participating consortia (a larger sample size will be an advantage).' Is a sample of minimum 60 consortia to be analysed for each of the two actions to be assessed (meaning an overall minimum sample of 120 consortia), or is an overall sample of 60 consortia to be analysed, made up of consortia participating either to the 'Multilateral Projects' or to the 'Multilateral Networks'?

Answer to Question 3

Article 2.3 of the Terms of Reference specifies that "the analysis of the impact of the two Comenius centralized actions in a sample of minimum 60 participating consortia (a larger sample size will be an advantage)". The specifications fix the minimum size of the sample for both actions.

Question 4

Contact details of individuals making up the target groups. Will the Contractor be provided with full contact details -including their names and email addresses- of individuals making up the direct target groups of the study as defined in the Article 3.1.3 of the Terms of Reference? Will the Contractor be allowed to contact, directly the individuals to be selected in order to carry out the study?

Answer to Question 4

Article 3.2 c) of the Terms of Reference indicates that "the Commission, in collaboration with EACEA, will provide the list of centralised projects. The contractor will be responsible for selecting and contacting the organizations/institutions and securing their agreement to participate in the study". We can confirm that the contact details of all project coordinators will be provided to the successful tenderer.

Question 5

Transcription of interviews. Article 6.1 of the Terms of Reference makes reference to the possibility to include -as annexes to the report(s)- evidence such as transcription of interviews. Considering the wide spread of the analysis, the translation of all interviews and their transcription would have an enormous impact on budget. Is this an absolute requirement of the Commission, or is this possibility mentioned only as an example, and its actual implementation left to the appreciation of the Contractor and its selected method of work?

Answer to Question 5

Article 6.1 of the Terms of Reference indicates "transcriptions of interviews, project results or minutes of project meetings" as examples of what can be included in the Annexes. These annexes should be accompanied by either a translation or a summary in English or French. Therefore, it should be considered in the methodology proposed.

Question 6

Award criteria. The Award Criteria contained in the Specifications set aside 10% of the overall points under 'Qualitative Criteria' for the 'proposed presentation and dissemination methods of the study results'. The Terms of Reference provide for a series of interim and final presentations to the Commission of the results of the study, and the Contractor is due to deliver a detailed report of the study and a multimedia inventory of the analysed projects.

The Terms of Reference do not -however- require the Contractor to organise further presentations or dissemination of the results of the study. Please clarify how these maximum 10 points will be attributed.

Answer to Question 6

The nature of further presentations or dissemination of results of the study should be proposed by the tenderer as part of the methodology as indicated in article 6.1 (a) of the Tender specifications.

Question 7

Maximum budget. What is the maximum budget of the study?

Answer to question 7

There is no maximum budget. Point 4.1 of the Terms of reference states as follows: The Contracting Authority estimates that between 320 and 350 person-days of work will be required to execute the tasks satisfactorily. It is expected that, of these, at least 35 - 45 days

will need to be provided by the educational expert(s) and that around 230 days will need to be devoted to the data/evidence collection described in section 3.2 (interviews, observation of activities within the Comenius Partnership). The Tenderer remains free to propose any allocation of resources which they believe will best achieve the desired results.

Question 8

Some of the terms of the Draft Contract supplied as Annex 2 do not align with our normal terms of business. Most significantly, no limit is placed on the Contractor's liability. We always seek to limit our liability in order that we can continue to obtain professional indemnity insurance at commercially reasonable rates, which in turn allows us to offer more affordable rates to our clients. Are the contract conditions fixed absolutely or is there scope for contractors to negotiate with the Commission for the variation of some of the terms?

Answer to Question 8

Please note point 6 of the Invitation to tender, which is as follows:

6.ACCEPTANCE OF CONDITIONS

Submission of a tender entails:

- (1) acceptance by the Tenderer of all the terms and conditions stipulated in this Invitation to Tender, the Contract Notice, the Tender Specifications, and all the annexes thereto, including the draft Contract. This submission binds the Tenderer to whom the Contract is awarded, for the duration of the Contract;
- (2) where appropriate, waiver of the Tenderer's own general or specific terms and conditions.

Question 9

2. One of the outputs of the study will be a multimedia inventory. Does the Commission envisage that this will be a fixed, stand-alone item or that it should be realised in such a way as to allow for future updating and expansion?

Answer to Question 9

Article 2.3 of the Terms of Reference indicates that the multimedia inventory provides "a detailed description and analysis of project activities and results. The inventory must be done in such a way as to allow consultation per thematic areas, geographical distribution, types of activities carried out and types of organisations involved".

Article 6.1 of Tender Specifications indicates that the qualitative criteria will be assessed on the basis of "a methodology which will specify ... ways in which the tender intends to present the findings also in view of future dissemination and exploitation activities of the study results by the Commission".

Within this framework, the functions and technical properties of the multimedia inventory should be proposed by the tenderer.

As indicated in article 2.3 'details will be discussed with the Commission during the kick-off meeting'.

Question 10

If the multimedia inventory is to be published on a website, will that be an existing site or does the Commission require tenderers to include a web hosting service in their tenders?

Answer to Question 10

Point 6.1 a) of the Tender Specifications states: "a methodology which will specify methods ... as well as ways in which the tenderer intends to present the findings also in view of future dissemination and exploitation activities of the study results by the Commission". Therefore, future dissemination and exploitation activities should be taken into consideration in the methodology proposed, but these activities are not part of the contractual obligations of the selected tenderer.