
Specifications – Invitation to tender No VT/2007/091

Study contract – "Employment and decent work in EU external assistance"

1. Title of the contract

Employment and decent work in EU external assistance

2. PROGRESS Introduction

In its Social Agenda (2005-2010), the Union has fixed as its overall strategic goal to promote more and better jobs and to offer equal opportunities for all. The realisation of the Social Agenda relies on a combination of instruments comprising EU legislation, the implementation of open methods of coordination in various policy fields and financial incentives such as the European Social Fund.

Until now, the implementation of the open methods of coordination in the employment and social inclusion/social protection fields has relied on two distinct Community programmes. Equally the promotion of gender equality and of the non-discrimination principle was at the core of two distinct Community programmes. And lastly promotion of labour law including health and safety regulations were dealt with by separate interventions.

With the view of fostering greater coherence and simplification in the way Community programmes are delivered, the Commission proposed that all these separate programmes be now integrated into one framework programme, PROGRESS.

The Decision n°1672/2006 establishing a Community programme for employment and social solidarity – PROGRESS was adopted by the European Parliament and the Council on 24 October and published in the OJ on 15 November 2006.

PROGRESS overall aim is to financially support the implementation of the objectives of the European Union in the employment and social affairs area, as set out in the Social Agenda, and thereby contribute to the achievement of the Lisbon Strategy goals in these fields.

It aims at supporting the core functions of the European Community towards fulfilling its Treaty-delegated tasks and powers in its respective areas of competence in the employment and social sphere. It will support initiatives aimed at reinforcing the role of the Community in proposing EU strategies; implementing and following-up EU objectives and their translations into national policies; transposing and following-up of EU legislation's application in a coherent way through Europe; promoting the co-operation and co-ordination mechanisms between Member States and cooperating with social partners and organisations that represent civil society.

More specifically, PROGRESS will support:

- (1) the implementation of the European Employment Strategy (section 1);
- (2) the implementation of the open method of coordination in the field of social protection and inclusion (section 2);
- (3) the improvement of the working environment and conditions including health and safety at work and reconciling work and family life (section 3);
- (4) the effective implementation of the principle of non-discrimination and promotion of its mainstreaming in all EU policies (section 4);
- (5) the effective implementation of the principle of gender equality and promotion of its mainstreaming in all EU policies (section 5).

It is divided up into five policy sections which are (1) Employment, (2) Social protection and inclusion, (3) Working conditions, (4) Anti-discrimination and diversity and (5) Gender Equality.

Against this background, PROGRESS pursues the following general objectives, as set out in article 2.1 of the Decision:

- (1) to improve the knowledge and understanding of the situation prevailing in the Member States (and in other participating countries) through analysis, evaluation and close monitoring of policies;
- (2) to support the development of statistical tools and methods and common indicators, where appropriate broken down by gender and age group, in the areas covered by the programme;
- (3) to support and monitor the implementation of Community law, where applicable, and policy objectives in the Member States, and assess their effectiveness and impact;
- (4) to promote networking, mutual learning, identification and dissemination of good practice and innovative approaches at EU level;
- (5) to enhance the awareness of the stakeholders and the general public about the EU policies and objectives pursued under each of the policy sections;
- (6) to boost the capacity of key EU networks to promote, support and further develop EU policies and objectives, where applicable.

The present Call for Tender is issued in the context of the implementation of the 2007 annual plan of work which can be consulted at http://ec.europa.eu/employment_social/progress/docs_en.html

3. Background

The Social Agenda highlights the importance of the external dimension of employment, social policy and equal opportunities, and in particular of promoting the social dimension of globalisation and decent work both in internal and external EU policies.

As laid down in the Communication on Promoting Decent Work for All¹ and in the Council Conclusions,² promoting employment and decent work for all is a key objective of EU policies in the area of employment and social affairs. To this end the Commission aims at mobilising all Community policies, in particular EU external assistance and programming with a view to contributing to achieving this objective. This is relevant for all third countries eligible to external assistance including developing countries and neighbourhood countries.³

Within the framework of its technical assistance, the Commission will support a number of measures as part of the thematic programming as well as through country and regional programming. These measures include:

- integration of decent work into national and regional strategies to promote development and reduce poverty;
- gradual inclusion of the decent work objective in budget support measures;
- improve the capacity of competent authorities and civil society organisations,
- development of small and medium-sized enterprises;

¹ Com (2006) 249 final, accompanied by SEC (2006) 643

² Council conclusions of 30 November - 1 December 2006 on Promoting Decent Work for all: the EU contribution to the implementation of the decent work agenda in the world (doc. 15487/06).

³ The Council Conclusions of December 2006 and the Communication on Decent work define the scope for EU policies in the context of the 2005 UN World Summit § 47 of the outcome document "We strongly support fair globalization and resolve to make the goal of full and productive employment and decent work for all, including for women and young people, a central objective of our national and international policies as well as our national development strategies including poverty reduction strategies, as part of our efforts to achieve the Millennium Development Goals". The §47 also continues with the need to ensure respect for core labour standards and the elimination of the worst forms of child labour and in the Ministerial declaration of the UN Economic and Social Council High Level Segment.

- involvement of the social partners and civil society in development strategies and in poverty reduction strategies;
- strengthening of external assistance for social adjustments in countries and regions outside the EU involved in trade liberalisation;
- promotion of policy coherence and cooperation with relevant international and regional organisations.

Decent work is here defined as proposed by ILO as consisting of four areas covering productive and freely chosen work, rights at work, social protection, the social dialogue and the promotion of gender equality as horizontal objective. In the implementation of its initiatives towards decent work, the Commission cooperates with ILO.⁴

In this perspective a study will be launched on the employment and decent work issues in EU external assistance and programming.

This Call for Tender is part of the implementation of the policy section on employment of PROGRESS. The study should therefore focus on employment and decent work issues (health and education issues are not part of the scope of PROGRESS).

4. Objectives of the call

The purpose of the study is to obtain a comprehensive overview on how and to what extent the employment dimension and the related decent work issue, have been incorporated into EU's external assistance and programming.

The study will also identify, in an international perspective, concrete actions and best practices in the area of employment and decent work and to examine the synergies

4 Several Commission Communications and Council conclusions highlight the need to promote employment, decent work and social cohesion as key elements in external relations and development policy. These include the Communications on Social Dimension of Globalisation COM (2004) 383; Policy Coherence on Development COM (2005) 134 final; the 2005 EU Joint Development Policy Statement "the European Consensus on Development" OJ C 46, 24.2.2006; the Commission Staff Working Document on "Promoting Employment through EU Development Cooperation" Doc. 8581/07 – SEC(2007) 495 final. In the European Consensus on Development (2005) the EU commits itself to the strengthening of the social dimension of globalisation, promoting employment and decent work for all as a global goal. The Consensus identifies employment and social cohesion as one of the nine recognised areas of Community action. Gender equality is highlighted as a cross-cutting issue which should be mainstreamed in all actions

between employment, decent work, social protection, economic growth and social development.

In particular the objectives are to:

1. Analyse how and to what extent employment and decent work issues have been addressed and chosen as focal/non-focal sectors and/or as cross-cutting issue in other sectors. This will be achieved by analysing a selected number of Country Strategy Papers (CSPs), National Indicative Programmes (NIPs) and the corresponding Regional Strategy Papers for the period 2007-2013 for some countries/regions and 2008-2013 for other countries/regions.⁵
2. Compare policy priorities in the national strategies with those set out in the Country Strategy Papers/National Indicative Programmes.

The outcome of the study will serve as analytical input for the Commission's review of the Communication on Promoting Decent Work planned for 2008 and also for the mid-term review of the EU's external programming foreseen for 2009 by the European Commission.

5. Participation

Please note that:

The competition is open to any physical person or legal entity coming within the scope of the Treaties and any other physical person or legal entity from a third country which has concluded with the Communities a specific agreement in the area of public contracts, under the conditions provided for in that agreement.

Where the Multilateral Agreement on Public Contracts concluded within the framework of the WTO applies, the contracts are also open to nationals of States that have ratified this Agreement, under the conditions provided for therein. It should be noted that research and development services, which come under

⁵ At the date of 1 July 2007 the Country Strategy Papers already approved are approximately 40, mainly concerning Latin America and Asia. The CSPs for Africa, Caribbean and Pacific countries are in the process of being finalised and are expected to be approved by the end of 2007.

category 8 of Annex II A of Directive 2004/18/CE, are not covered by this Agreement.

In practice, the participation of applicants from third countries that have concluded a bilateral or multilateral agreement with the Communities in the area of public contracts must be allowed, under the conditions provided for in that agreement. Bids submitted by applicants from third countries that have not concluded such an agreement may be accepted, but may also be rejected.

6. Tasks to be carried out by the contractor

The Contractor will be asked to carry out the following Tasks:

Task I: Overview of the extent to what employment challenges and related issues have been incorporated into a sample of Country Strategy Papers

The contractor will be required to:

Analyse for a sample of third countries if and how employment/decent work issues have been addressed in EU external assistance programming. The analysis should be based on the available Country Strategy Papers and the Regional Strategy Papers.

Task II: Analyse how the identified employment/decent work challenge has been addressed in the corresponding National Indicative Programmes

The contractor will be asked to:

Based on the analysis and the outcome of the CSPs (i.e Task I), assess how and to what extent the employment/decent work issues have been incorporated into the National Indicative Programmes.

Task III: Analyse the approach to employment/decent work challenge and assess its relevance and coherence with regard to the national context

The contractor will be asked to:

Analyse how and to what extent employment/decent work issues have been addressed in national strategy papers or other national plans, reform strategy, medium- or long-term development programme, national development policy documents such as poverty reduction strategy papers, national employment strategies or any other sectoral development programmes where employment/decent work issues are highlighted. This analysis will have to take into account of existing reports/policy initiatives in the countries including those of international organisations such as UNDP, ILO (eg. decent work country programmes).

Further information

For the above-mentioned Tasks I-III, the country strategy papers and national indicative programmes that are analysed should comprise at least of 25-30 countries

covering all continents. Taking into account existing knowledge and other studies underway or envisaged, the following countries should be included, subject to the availability of approved CSPs/NIPs: Mexico, Chile, Costa Rica, Nicaragua, Bangladesh, Vietnam, Laos, Indonesia, Malaysia, Morocco, Egypt, Tunisia, South Africa, Tanzania and Ghana. India, China and Brazil should **not** be included in the list. The final selection of countries is to be agreed with the Commission.

Task IV: Analyse the employment/decent work challenge in the previous programming period

The Contractor will be asked to:

Analyse, for a sample of countries, where the employment/decent work dimension has been addressed in the current CSPs/NIPs to what extent employment/decent work issues had been incorporated into the CSPs/NIPs of the previous programming period. The analysis should also include how this has been implemented. The countries to be selected are to be agreed with the Commission.

Task V: Policy conclusions and recommendations

The Contractor will be asked to:

Draw up policy conclusions and recommendations, based on the above analysis (ie Task I-Task IV) on how to enhance the employment/decent work issues in future programming of external assistance. For drawing up these policy conclusions and recommendations the Contractor will conduct interviews with relevant officials and representatives of NGOs/social partners/international organisations.

Task VI: Dissemination of the results

The Contractor should present the final results of the above-mentioned tasks at a meeting organised with Commission services. This meeting will be held on the Commission's premises.

A first draft of the final report shall be ready for distribution at the above-mentioned meeting.

Guide and details of how the tasks are to be carried out

1. The Contractor shall work in close contact with the Commission, which will guide and monitor the quality of work and compliance with deadlines.
2. The Contractor shall appoint one contract coordinator who acts as a single contact point for the Commission on all tasks, unless agreed otherwise for specific purposes.
3. The Contractor shall ensure that any subcontractor it engages performs the work to a satisfactory standard. The contractor will remain responsible for any work performed by subcontractors and for their compliance with the deadline agreed by the Commission. Subcontracting must be authorised by the Commission in

accordance with Art. II 13. of the Standard Contract. Sub-contractors included in the tender are deemed to be authorised by the Commission if the contract is awarded.

4. The PROGRESS Programme aims at promoting gender mainstreaming in all its five policy sections and commissioned or supported activities. Consequently, the Contractor will take the necessary steps to ensure that its staff respects the gender balance at all levels. It will also pay due attention when appropriate to the gender dimension of the service he/she is asked to deliver as detailed in the description of the tasks.

5. Equally, needs of disabled people shall be duly acknowledged and met while executing the requested service. This will in particular entail that where the Contractor organises training sessions, conference, issues publications or develops dedicated websites, people with disabilities have equal access to the facilities or the services provided.

6. Finally, the Contracting Authority encourages the Contractor to promote equal employment opportunities for all its staff and team. This entails that the Contractor shall foster an appropriate mix of people, whatever their ethnic origin, religions, age, and ability.

7. The Contractor will be required to detail in its activity report accompanying the request for the final instalment the steps and achievements it made towards meeting these contractual provisions.

7. Professional qualifications required

See Annex IV of the draft contract

Additional requirements:

The contractor should prove experience in analysis in employment and employment-related analysis.

8. Time schedule and reporting

For details see Article I.2 of the contract.

The full duration of the contract should not exceed 8 months from the date of the signature of the contract.

The specific deadlines for the completion of each of the tasks set out at point 6 will be agreed and approved between the Commission and the Contractor, on the proposal of the Contractor to the Commission.

Reporting

1. **An inception note** shall be sent to the Commission for approval within 4 weeks from the signature of the contract. The note will include the methodology it will follow

to undertake the above-mentioned Tasks including a list of the proposed selection of countries.

2. Interim report 1

The contractor will deliver a first interim report within 2 months from the signature of the contract on Task I.

3. Interim report 2

The contractor will deliver a second interim report within 5 months from the signature of the contract. The report should summarise the results of Tasks II-IV, the achieved progress since the incentive note and detailing the remaining foreseen future activities until the completion of the contract.

4. Draft Final report

The Contractor will deliver a draft final report after 7 months from the date of signature.

5. Final Report

The Contractor will deliver a final report within 8 months from the signature of the contract. The report should contain an overview of the main findings of the above-mentioned activities (Tasks I-IV) and come up with policy recommendations (Task V).

The final report will be of around 60-80 pages plus country case studies and data annexes, accompanied by an executive summary of maximum 10 pages in English, French and German. Output needs to be provided on electronic supports such as CDs – tables and graphs in Excel and report in Word.

All above mentioned reports should be submitted in English.

The Contractor should anticipate at least 5 working meetings with the Commission services to discuss the reports. These meetings will take place in Brussels.

General requirements in the context of PROGRESS

As a matter of principle, with a view to favouring appropriate monitoring and valorisation by the European Commission of all results obtained and outputs delivered under PROGRESS programme, the Contractor will be required to provide for each of the tasks required under the present Call:

- A presentation of its key points in one page. The key points should be concise, easily understandable and provided in English, French and German. Other Community languages are welcome even if not compulsory.
- An executive summary of maximum 10 pages in English, French and German as described in point 8.5

In accordance with the General conditions, the contractor is under the obligation to acknowledge that the present service has received funding from the European Community in all documents and media produced, in particular final delivered outputs, related reports, brochures, press releases, videos, software, etc, including at

conferences or seminars. In the context of PROGRESS the following formulation shall be used:

"This (publication, conference, training session) is supported by the European Community Programme for Employment and Social Solidarity (2007-2013). This programme was established to financially support the implementation of the objectives of the European Union in the employment and social affairs area, as set out in the Social Agenda, and thereby contribute to the achievement of the Lisbon Strategy goals in these fields."

The seven-year Programme targets all stakeholders who can help shape the development of appropriate and effective employment and social legislation and policies, across the EU-27, EFTA/EEA and EU candidate and pre-candidate countries.

The Programme has six general objectives. These are:

- (1) to improve the knowledge and understanding of the situation prevailing in the Member States (and in other participating countries) through analysis, evaluation and close monitoring of policies;*
- (2) to support the development of statistical tools and methods and common indicators, where appropriate broken down by gender and age group, in the areas covered by the programme;*
- (3) to support and monitor the implementation of Community law, where applicable, and policy objectives in the Member States, and assess their effectiveness and impact;*
- (4) to promote networking, mutual learning, identification and dissemination of good practice and innovative approaches at EU level;*
- (5) to enhance the awareness of the stakeholders and the general public about the EU policies and objectives pursued under each of the policy sections;*
- (6) to boost the capacity of key EU networks to promote, support and further develop EU policies and objectives, where applicable.*

For more information see:

http://ec.europa.eu/employment_social/progress/index_en.html

For publications it is also necessary to include the following reference:

"The information contained in this publication does not necessarily reflect the position or opinion of the European Commission"

The Contractor will insert the European Union logo, and any other logo developed for the employment and social solidarity fields, and mention that the European Commission as the Contracting Authority in every publication or related material developed under the present service contract.

9. Payments and standard contract

In drawing up the bid, the tenderer should take into account the provisions of the standard contract comprising the "General terms and conditions applicable to service contracts".

Pre-financing

Following signature of the Contract by the last contracting party, within 30 days of the receipt by the Commission of a request for pre-financing with a relevant invoice, a pre-financing payment equal to 30% of the total amount referred to in Article I.3.1 shall be made.

Two Interim payments

Requests for a **first interim payment** by the Contractor shall be admissible if accompanied by

- a first interim report in accordance with the instructions laid down in Annex I, of the contract
- the relevant invoices,

provided the report has been approved by the Commission

The Commission shall have 45 days from receipt to approve or reject the report, and the Contractor shall have 30 days in which to submit additional information or a new report.

Within 30 days of the date on which the first interim report is approved by the Commission, an interim payment corresponding to the relevant invoices, up to maximum 20% of the total amount referred to in Article I.3.1 shall be made.

Requests for a **second interim payment** by the Contractor shall be admissible if accompanied by

- a second interim report in accordance with the instructions laid down in Annex I, of the contract
- the relevant invoices,

provided the report has been approved by the Commission

The Commission shall have 45 days from receipt to approve or reject the report, and the Contractor shall have 30 days in which to submit additional information or a new report.

Within 30 days of the date on which the second interim report is approved by the Commission, an interim payment corresponding to the relevant invoices, up to maximum 20% of the total amount referred to in Article I.3.1 shall be made.

Payment of the balance

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

- a final report in accordance with the instructions laid down in Annex I, of the contract
- the relevant invoices,
- the statements of reimbursable expenses in accordance with Article II.7,

provided the report has been approved by the Commission

The Commission shall have 45 days from receipt to approve or reject the report, and the Contractor shall have 30 days in which to submit additional information or a new report. Within 30 days of the date on which the final report is approved by the Commission, payment of the balance of the total amount referred to in Article I.3.1 shall be made.

10. Prices

The maximum amount available in this call for tender is € 200,000.00 (two hundred thousand euros). Bidders should note that any bid exceeding these limits will not be considered.

The price must be stated in EUR(€), net of VAT (using, where appropriate, the conversion rates published in the C series of the Official Journal of the European Union on the day when the invitation to tender was issued), and broken down according to the model in Annex III included in the attached standard contract.

Under the terms of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the latter are exempt from all charges, taxes and duties, including value added tax; such charges may not therefore be included in the calculation of the price quoted. The amount of VAT is to be indicated separately.

Expenditure other than for fees and direct cost, such as estimated travel and subsistence expenses, must be indicated separately and is reimbursable on receipt by the Commission of original supporting documentation, to include receipted invoices, travel documents including tickets, boarding passes, etc.

Part A: Professional fees and direct costs

Fees, expressed as the number of person-days multiplied by the unit price per working day for each expert proposed. The unit price should cover the experts' fees and administrative expenditure, but not the reimbursable expenses referred to below.

Other direct costs (to be specified if any)

Any translation costs

Part B: Reimbursable expenses

- See annex III.2.2.1 of the contract. Travel expenses (other than local transport costs)⁶
- Subsistence expenses of the Contractor and his staff (covering the expenditure incurred by experts on short-term trips outside their normal place of work)⁷
- Expenses for the shipment of equipment or unaccompanied luggage, directly connected with performance of the tasks specified in Article I.1 of this Contract
- Contingencies

Total price = Part A + Part B = € 200,000.00 maximum.

11. Groupings of economic operators or consortia

Tenders can be submitted by groupings of service providers/suppliers who will not be required to adopt a particular legal form prior to the contract being awarded, but the

⁶ Travel expenses will be reimbursed, where appropriate, on the basis of the shortest itinerary on production of original supporting documents, including receipts and used tickets, within the following limits (see Article II.7 "Reimbursements" of the draft contract): travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation; travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket; travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day; travel outside Community territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

⁷ Agreed per diem rate are to be used for each Member State (see Annex III.2.2.1 of the contract).

consortium selected may be required to assume a given legal form when it has been awarded the contract if this change is necessary for proper performance of the contract⁸. However, a grouping of economic operators must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. The documents required and listed in the following points 12 and 13 must be supplied by every member of the grouping.

Each member of the grouping assumes a joint and several liability towards the Commission.

12. Exclusion criteria and supporting documents

1) Bidders must provide a declaration on their honour, duly signed and dated, that they are not in one of the situation referred to in Articles 93 and 94 a) of the Financial Regulation.

Those articles are as follows:

Article 93:

Applicants or tenderers shall be excluded 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;

⁸ *These entities can take the form of an entity with or without legal personality but offering sufficient protection of the Commission's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).*

The contract has to be signed by all members of the group, or by one of the members, which has been duly authorised by the other members of the grouping (a power of attorney or sufficient authorisation is to be attached to the contract), when the tenderers have not formed a legal entity.

- b) they have been convicted of an offence concerning their professional conduct by a judgement 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 their 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 judgement 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) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Article 94:

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

- a) are subject to a conflict of interest;

2) The tenderer to whom the contract is to be awarded shall provide, within a time limit defined by the contracting authority and preceding the signature of the contract, the evidence referred to in Article 134 of the implementing Rules, confirming the declaration referred to in point 1 above.

Article 134 of the Implementation Arrangements – Supporting documents

The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in one of the situations described in points (a), (b) or (e) of Article 93 of the Financial Regulations, production of a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that these requirements are met.

The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 93 of the Financial Regulations, a recent certificate issued by the competent authority of the State concerned.

Where no such document or certificate is issued in the country concerned, 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.

Depending on the national legislation of the country in which the tenderer or applicant is established, the documents referred to in paragraphs 1 and 2 above shall relate to legal entities and/or physical persons, including, where considered necessary by the

awarding authority, company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

See Annex I (which may be used as a checklist) for the supporting documents accepted by the European Commission to be provided by applicants, tenderers or tenderers to who the contract will be awarded.

3) The contracting authority may waive the obligation of a candidate or tenderer to submit the documentary evidence referred to in Article 134 of the Implementing Rules, if such evidence has already been submitted to it for the purposes of another procurement procedure launched by DG EMPL and provided that the issuing date of the documents does not exceed one year and that they are still valid.

In such a case, the candidate or tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that no changes in his situation have occurred.

13. Selection criteria

a) Economic and financial capacity:

Tenderers must provide sufficient information to satisfy the Commission of their financial standing and more particularly that they have the necessary resources and financial means to carry out the work that is the subject of the tender and that the tenderer is viable for the duration of the contract.

In order for the Commission to determine the sound economic and financial capacity of an undertaking to execute this contract, the following three documents should be provided:

- A statement of the tenderer's overall turnover and turnover in respect of services to which the contract relates for the previous three financial years
- A bank declaration providing evidence of sound financial standing
- Accounts - balance sheets and profit and loss accounts – for the last two financial years, for which accounts have been closed, certified by an external audit, if required by national law

b) Technical capacity:

Educational and professional qualifications of the service provider will be substantiated by providing:

- Detailed CVs of all members of the study team responsible for providing the service
- A list of the principal services or studies provided in the relevant policy domain over the past three years

- Solid experience of analysis in field concerned, including the theoretical and empirical aspects, as attested by the CVs and related documentation of the experts proposed;
- Good experience in the specific field of the study, as attested by the CVs and related documentation of the experts proposed;
- Language skills sufficient to execute the tasks efficiently. The Contractor or consortium should demonstrate solid linguistic capability covering at least the three working languages of the Commission (English, German and French) and should ensure that the project contains provision for interpretation and translation if this is considered necessary by the Contractor;
- A list of co-ordinators and experts to be used for the study, together with their CVs and qualifications and professional capacities;
- A declaration by the co-ordinator certifying the competence of the team to carry out the project study, including professional and linguistic capabilities;
- In the case of tenders from consortia: clear identification of the co-ordinator of the work who will also be responsible for signing the contract, and written confirmation from each member of their consortium that they would be ready and willing to participate in the project, and describing their role

14. Award criteria

The Contract will be awarded to the bid offering the best price/quality ratio, taking account of the following criteria:

(i) Quality of tender	40%
- Understanding the nature, and the policy context of the study	20%
- Clarity and coherence of work plan and organisation of work	20%
(ii) Methodology proposed for the different Tasks	60%

Please note that the Contract will not be awarded to any bid that receives less than 70% in the award criteria.

The points total will then be divided by the price, with the highest-scoring bid being chosen.

15. Content and presentation of bids

15.1 Content of bids

Tenders must include:

- all information and documents necessary to enable the Commission to appraise the bid on the basis of the selection and award criteria (see points 13 and 14 above);
- a bank ID form duly completed and signed by the bank;
- a "legal entity" form duly completed;
- the price;
- the detailed CVs of the proposed experts;
- the name and function of the contractor's legal representative (i.e. the person authorised to act on behalf of the contractor in any legal dealings with third parties);
- proof of eligibility: tenderers must indicate the State in which they have their registered office or are established, providing the necessary supporting documents in accordance with their national law.

15.2 Presentation of bids

Bids must be submitted in triplicate (i.e. one original and two copies).

They must include all the information required by the Commission (see points 10, 11, 12, 13 and 14 above).

They must be clear and concise.

They must be signed by the legal representative. **Unsigned bids will be rejected.**

They must be submitted in accordance with the specific requirements of the invitation to tender, within the deadlines laid down.