

GENERAL INVITATION TO TENDER

No ECFIN/2005/A3-01

An EU-wide monthly business survey in the financial service sector

SPECIFICATIONS

**These specifications follow the publication of the contract notice in
OJEU S 191-187705**

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- Part II: Administrative details
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PART I : TECHNICAL DESCRIPTION

1. NATURE OF THE CONTRACT

A service contract will be concluded with the purpose of conducting an “EU-wide monthly business survey in the financial service sector”.

2. BACKGROUND

The Treaty on the European Union (EU) places upon the European Commission, Directorate General Economic and Financial Affairs (DG ECFIN), specific tasks of economic policy and analysis for the Euro Area and the EU as a whole.

To ensure the smooth functioning of Economic and Monetary Union, DG ECFIN's responsibilities focus on economic surveillance, monitoring of budgetary policy, public finances, economic policy coordination and forecasting, integration of EU capital markets, freedom of capital movements, economic relations with third countries and other important financing operations.

One of the actions undertaken under the objective to support the Commission's internal capacity to carry out economic analysis is the harmonisation, coordination, analysis and dissemination of business surveys in the EU Member States.

To this effect, surveys are carried out in various economic sectors (industry, construction, retail trade, investment, services sector and households) in accordance with a harmonised methodology. Results are published on a monthly basis.

Legal base :

The Joint Harmonised European Union Programme of Business and Consumer Surveys is adopted by the Commission by virtue of its institutional prerogatives in accordance with Article 49(2)(c) of the Financial Regulation.

3. OBJECTIVES

The Commission has been carrying out its Programme of EU Business and Consumer Surveys for more than 40 years. Over time, the coverage of the surveys has been extended to most sectors of the economy. The financial service sector has, however, not yet been included in the survey programme.

Given the importance of the financial services sector for the development of the overall economy, the Commission is now looking for a suitable contractor to carry out a pilot survey in the financial sector on an EU-wide scale. The pilot survey will be limited to a period of one year between May 2006 and April 2007. During this period the reliability of the results will be evaluated. Depending on the outcome of this evaluation, the Commission will decide on a continuation of the survey after April 2007, in which case a new Call for Tenders will be launched.

The survey should be carried out on a monthly basis. Apart from the transmission of the monthly survey results, evaluation reports will be required on a regular basis (see details under points 4 and 5).

The Commission does not intend to publish the results during the duration of the survey. To the extent that the Commission decides to publish the evaluation reports, data will be disclosed only at the level of the euro area and the EU as a whole, i.e. no country-specific results will be disclosed.

Apart from the European Commission itself, one of the privileged users of the survey results at the euro-area level will be the European Central Bank (ECB) and the European System of Central Banks (ESCB). Various forms of co-operation with the ECB and ECBS regarding this survey are currently under discussion.

The contractor will perform the tasks requested working in close cooperation with the relevant Commission department, in particular DG ECFIN's "*Business Surveys*" unit.

4. CONTENT

4.1 Tasks to be performed by the contractor and monitoring by the Commission

The survey should be carried out on a monthly basis and address senior managers in the sectors 65, 66 and 67 of the Classification of Economic Activities in the European Community (NACE), Rev.1. In order to be able to achieve representative results for the euro area and the EU as a whole, the survey should be conducted in a sufficiently large number of EU Member States. The bulk of the field work should be carried out in these countries during the first half of each month. Regardless of the eventual choice of countries, the survey should in any case cover the following countries: Germany, Spain, France, Luxembourg, Italy, the Netherlands and the United Kingdom.

The questionnaire underlying the survey should consist of two parts. The first "standard" part of the questionnaire should be repeated every month and contains the questions which are related to the short-term business situation. The contractor shall use the model questionnaire at **Annex 5**. In principle, this part of the questionnaire should not be changed during the duration of the survey. However, if it can be demonstrated, e.g. in the framework of the interim evaluation of the survey results (see point 4.2.2), that changes in the wording of the questions can improve the results, such changes may, following agreement with the Commission, be allowed.

The second "special" part of the questionnaire should only be addressed to sectors 65 and 66 of NACE, Rev. 1, and contain 3-5 sector-specific questions. The questions should be repeated on a quarterly basis but be different for each month of a quarter and relate to different themes chosen from the following lists:

For sector 65 of NACE, Rev. 1:

- Income (interest income, fees, own trading of financial instruments, other investment income)
- Costs (total operating costs, value of non-performing loans, provisions for doubtful debt, personnel expenses)

- Refinancing conditions (customer funds, other funds)
- Efficiency and profitability (cost-income ratio, net profit after tax, interest margins, commission rates)
- Capital expenditure (building, machinery, IT)
- Credit standards and credit rating of customers
- Risk provisions against possible defaults or non-performing loans
- Competitiveness of national operations relative to competitors abroad (EU, outside EU)

For sector 66 (NACE, Rev 1):

- Income (total income, total premium income, new business premium income, investment income)
- Costs (claims, sales remunerations, administration and marketing)
- Efficiency and profitability (net profit after tax, profitability of risk business)
- Number of policies and number of insurance claims
- Competitiveness of national operations relative to competitors abroad (EU, outside EU)
- Capital expenditure (building, machinery, IT)

The contractor should choose the most appropriate themes and propose a specific wording for the questions. Useful information on questionnaires used in existing financial services sector surveys can be gathered from the **studies** mentioned under point 4.3. Attention should be paid to that questions which are asked in the European Central Bank's **Bank Lending Survey** are not duplicated (see the reference under point 4.3).

The set of questionnaires proposed for the first three months of the survey should be attached to the tender. In the framework of the regular evaluation reports (see point 4.4), the results for these questions should be analysed and modifications proposed as deemed necessary. The proposed modifications should be implemented following agreement with the Commission.

The questionnaire should be in English. The contractor is allowed to provide a translation of the questionnaire in addition to the English version in cases where this seems suitable and can improve the understanding of the questions. Such translations can be useful, for instance, in the case of technical terms.

The contractor enjoys a certain freedom with regards to the methodological aspects of the survey including sample design, survey mode, sample size per country and sector, coverage rate, etc. However, mention should be made of the above-cited studies and the **User Guide** of the Joint Harmonised EU Programme of Business and Consumer Surveys (see point 4.3) where the contractor can find useful recommendations and references.

The tenderer should provide full details on the proposed questionnaires over a full quarter (three months) and the methodological aspects of the survey. This information will play an important role in the award procedure (see part III).

4.2 Deliverables

During the duration of the **survey**, the following deliverables shall be submitted by the contractor. Each deliverable will be examined by the Commission, which may ask for complementary information or propose adjustments in order to redirect the work when necessary.

4.2.1 Monthly transmission of the survey results

The contractor shall transmit the monthly survey results (data) according to the indicative timetable mentioned below and technical modalities set out in **Annex 7**.

The contractor should send the results of the survey in the form of averages for the three sectors for each country, the euro area and the EU as a whole in accordance with the templates set out in **Annex 6a** and the technical modalities in **Annex 7**. The country-specific weights for calculating the euro area and EU aggregates should be agreed with the Commission.

The data should be made available electronically and, as a general rule, e-mailed at least 4 working days before the end of the current month in accordance with the following calendar:

May 2006	24 May 2006
June 2006	27 June 2006
July 2006	26 July 2006
August 2006	28 August 2006
September 2006	26 September 2006
October 2006	26 October 2006
November 2006	27 November 2006
December 2006	22 December 2006
January 2007	26 January 2007
February 2007	23 February 2007
March 2007	27 March 2007
April 2007	25 April 2007

For analytical purposes, the Commission may request to receive the individual results, i.e. the results per questionnaire, in anonymous form together with the weights necessary to calculate the aggregate results per country and sector in accordance with the sampling method chosen. For this purpose, the contractor should send the data in accordance with the templates set out in **Annex 6b** and the technical modalities in **Annex 7**.

4.2.2 Evaluation reports

The contractor shall submit the required evaluation reports in accordance with the modalities set out in point 4.4.

4.3 Documentation for tenderers

- The following **studies** contracted by the European Commission can be consulted:
 - Business Surveys in the Financial Sector – July 2002
Daniel Bloesch, Richard Etter – ETH KOF
http://europa.eu.int/comm/economy_finance/tenders/2005/call2005_6en.htm

- Feasibility of EU Business Survey in the Financial Services Sector – Nov. 2004
Daniel Bloesch, Richard Etter – ETH KOF
http://europa.eu.int/comm/economy_finance/tenders/2005/call2005_6en.htm
- The Joint Harmonised EU Programme of Business and Consumer Surveys **User Guide** contains detailed explanations on the methodology used and can be downloaded from:
http://europa.eu.int/comm/economy_finance/indicators/business_consumer_surveys/user_guide_en.pdf
- European Central Bank, A **Bank Lending Survey** for the euro area, Monthly Bulletin, April 2003, pp. 65-75 (<http://www.ecb.int/pub/pdf/mobu/mb200304en.pdf>)

4.4 Reports and documents to be submitted

The contractor is to provide the required evaluation reports and documents in accordance with the conditions of the draft service contract (see part IV), and more specifically :

4.4.1 First interim report

The contractor will submit a first interim report in English **by 15th August 2006** containing an analysis of the results for the surveys for the months May - July 2006. In particular, the report should contain information on the number of firms interviewed by sector in each country. Moreover, the report should present an analysis of the reliability of the results (influence of firm size, response rate, representativeness, etc.).

If appropriate and based on the experiences during the first 3 months, the interim report should contain recommendations for changes in the questionnaires and/or in the methodological set-up. The Commission may, based on its own analysis of the results and after discussion with the contractor, propose changes in the questionnaire. Such changes, which should not increase the overall number of questions, should be considered binding for the contractor.

The Commission will inform in writing the contractor whether it accepts the interim report or send its comments within 30 days. The contractor shall have 30 days in which to submit an amended interim report.

4.4.2 Second interim report

The contractor will submit a second interim report in English **by 15th November 2006** containing an analysis of the results for the surveys for the months May - October 2006.

The same modalities apply as for the first interim report.

4.4.3 Final report

The contractor will submit a final evaluation report in English **by 31st May 2007** containing an analysis of the results of the surveys for the months May 2006 – April 2007. This report should also include a more detailed presentation of the work carried out and the methodology used. If appropriate and based on the experiences gathered during the survey, the final report

should contain recommendations for changes in the questionnaires and/or the methodological set-up.

The Commission will inform in writing the contractor whether it accepts the final report or send its comments within 30 days. The contractor shall have 30 days in which to submit an amended final report.

5. INDICATIVE TABLE FOR THE WORK, DELIVERABLES

5.1 Starting date of the contract and duration of the tasks

The contract is due to be signed in December 2005.

The duration of the tasks shall be 15 months.

The execution of the tasks may not start before the contract has been signed. The period of execution of the tasks may be extended, only with the written agreement of the contracting parties, before the end of the period originally stated in the contract.

5.2 Place of performance

The place of performance of the tasks shall be the contractor's premises or any other place indicated in the tender, with the exception of the Commission's premises.

PART II: ADMINISTRATIVE DETAILS

6. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS

- Submission of a tender implies that the contractor accepts all the terms and conditions set out in these specifications (including the Annexes) and waives all other terms of business.
- Submission of a tender binds the contractor to whom the contract is awarded during performance of the Contract.
- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- Once the Commission has accepted the tender, it shall become the property of the Commission and the Commission shall treat it confidentially.
- The protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

7. NO OBLIGATION TO AWARD THE CONTRACT

- Fulfilment of adjudication or invitation to tender procedure shall not involve the Commission in any obligation to award the contract.
- The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be liable in the event of its deciding not to award the contract.

8. JOINT TENDERS

When a partnership or a consortium is envisaged, two possibilities are acceptable :

1. The offer originates from a consortium already formally set up as a separate and legal entity able to submit its statutes, mode of operation, technical and financial capacity, such as result from the contributions of its various members. It is such a consortium that will bear the technical and financial responsibility for the contract and will present the requested financial guarantee.
2. The offer originates from companies not wishing to constitute formally a consortium as a separate legal entity and thus constituting effectively an association. In such a case, the offer will be submitted in the form of subcontracting (cf. 9), in which case one of the companies shall assume the total responsibility for the offer. This company will sign the contract in its name, the other companies then being regarded as subcontractors of the first.

In those two cases of joint tenders, the information required below under sections 11.1 “administrative information”, 12 “information for assessment of exclusion criteria” and 13 “information for assessment of selection criteria” must be provided for all members participating in the tender.

In the case of this specific invitation to tender, the offers originated from companies not yet having created a consortium as a separate legal entity but planning to constitute one as referred to in item 1, **will not be accepted.**

9. SUBCONTRACTORS

- Where, in a bid, the amount of the services executed by a subcontractor is equal to or exceeds 20% of the contract, the subcontractor must provide all the necessary documents for assessing the bid as a whole with regard to the exclusion criteria, selection criteria (as a whole) and award criteria. Where those services represent less than 20% of the contract, the subcontractor shall not be required to provide documents on his financial and economic capacity.
- The bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in 6 above.
- Tenderers must inform the subcontractor(s) that Article II.17 of the draft service contract will applied to them.
- Once the contract has been signed, Article II.13 of the above-mentioned service contract shall govern the subcontracting.

10. DETAILS OF THE CONTRACT

10.1 Terms of payment

Payments shall be made in accordance with Article I.4 of the draft service contract. The schedule and the procedure for the approval of payments and the documents to be submitted are described in Articles II.4, II.5, II.6 and II.7 to the draft service contract referred to above.

10.2 Contractual terms and guarantees

In drawing up his bid, the tenderer should bear in mind the provisions of the draft service contract attached to this invitation to tender.

11. CONTENT OF THE TENDER

All tenders must be presented in three sections :

- An administrative proposal
- A technical proposal
- A financial proposal

11.1 Administrative proposal

- A compulsory reply form (see **Annex 4**) shall provide the following information:

- the tenderer's name and/or business name
 - a clear description of the tenderer's legal form
 - address of the tenderer's registered office
 - the tenderer's telephone and fax numbers, e-mail address and where available, Internet address
 - the names of the legal representatives (directors, etc) of the tenderer, authorised to sign contracts with third parties on behalf of the organization;
 - the tenderer's VAT number and trade-register entry number
- A bank identification form filled in and signed by an authorised representative of the tenderer and his bank (see **Annex 1**).
 - A legal entity form duly completed and signed (see **Annex 2**).
 - A signed declaration of the candidate's eligibility; certifying that he/she is not in one of the situations listed in articles 93 and 94 of the Financial Regulation of the European Communities (Official Journal L 248 of 16/09/2002) (see **Annex 3**).
 - Proof of financial and economic capacity : provide the documents listed in part III – point 13.2.
 - Proof of technical and professional competence : provide the documents listed in part III – point 13.3.
 - Other substantiating documents if the candidate or tenderer cannot, for valid reasons, provide those indicated above.

11.2 Technical proposal

The technical proposal should address all the matters laid down in the specifications for the survey (see part I). It should contain, in particular, a proposal for a questionnaire for the first three months of the survey. Moreover, the proposal should contain detailed information on the survey methodology, including geographical coverage, survey mode, sample design, weighting procedures, sample size per country, sample coverage (e.g. in terms of employment), sample representativeness at country, euro area and EU level etc. The level of detail of the tender will be important in the evaluation of the tender. Tenderers must include in their bids the technical specifications set out in part I, providing details with regard to the organisation of the survey. The technical proposal must provide, as a minimum, all the information needed for the purpose of awarding the contract.

11.3 Financial proposal

- **Prices must be quoted in euro**, including for the countries which do not form part of the euro zone. For the tenderers of the countries which do not form part of the euro zone, the amount of the offer cannot be revised because of exchange rate movements. The choice of exchange rate belongs to the tenderer, who assumes the risks or opportunities associated with these exchange rate movements.
- **Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April

1965 (OJEC L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderer's responsibility to contact his national authorities to clarify the way in which the European Community is exempt from VAT.

- The price must be fixed and not subject to revision, inclusive of all expenses.
- The indicative budget is fixed at **275,000 EUR**.
- The price quotation **must be signed** by the tenderer or his duly authorised representative. The price must be quoted free of all duties, taxes and other charges, including VAT, as the Communities are exempt from such charges under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities. The amount of VAT should be shown separately.

PART III: ASSESSMENT AND AWARD OF A CONTRACT

The assessment will be based on each tenderer's bid.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible bids will be carried out in three successive stages. Only bids meeting the requirements of stage one will be examined in the following stage.

The aim of each of these stages is:

- 1) To check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract (see **Annex 3**).
- 2) To check, in the second stage (selection criteria), the technical and professional capacity as well as the economic and financial capacity of each tenderer who has passed the exclusion stage (see **part III**, point 13 – selection criteria).
- 3) To assess on the basis of the award criteria each bid which has passed the exclusion and selection stages (see **part III**, point 14 - award criteria).

In the case of consortia, the exclusion, selection and award criteria will be applicable to all the members of the consortium. The same principle will also be applied in the case that there are subcontractors.

The bid must clearly identify the subcontractors and document their willingness to accept the task and thus acceptance of the terms and conditions set out in point 6.

Tenderers must inform the subcontractors that Article II.17 of the draft service contract will be applied to them.

Once the contract has been signed, Article II.13 of the above mentioned service contract shall govern subcontractors.

12. EXCLUSION CRITERIA

Tenderers falling within one or more of the following categories will automatically be excluded from the tendering procedure.

Tenders will not be considered if the candidates are in any of the following situations:¹

- (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*;

¹ In compliance with Articles 93 and 94 of the Financial Regulation applicable to the general budget of the European Communities.

- (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) 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;
- (g) they are faced with a conflict of interest;
- (h) they have been guilty of misrepresentation in supplying the information required or have failed to supply this information.

Tenderers or their representatives must fill in and sign the form in **Annex 3** to these specifications. By completing this form, tenderers:

- state whether or not they are in one or more of the situations described in the form;
- and
- undertake to submit to the Commission any document relating to the exclusion criteria that the Commission may see fit to request.

13. SELECTION CRITERIA

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

This part of the tender concerns the criteria and documents relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid. It should also contain any other document that the tenderer(s) wish(es) to include by way of clarification.

If several service providers are involved in the bid, each of them must have and show that they have a) the professional and technical capacity to perform the tasks assigned to them in the tender, and b) the required economic and financial capacity.

This rule applies to all service providers, regardless of the percentage of tasks they intend to execute, once they have chosen to be tenderers.

However, if the tender includes subcontractors whose tasks represents less than 20% of the contract, those subcontractors are not obliged to provide evidence of their economic and financial capacity.

13.1 SELECTION CRITERIA

a. Financial and economic capacity

b. Technical and professional capacity

b.1 At least 3 years proven experience in :

- Preparing and carrying out qualitative business and consumer surveys
- Evaluation of survey results
- Use of survey results for economic analysis

b.2 Capacity of the tenderer to complete the survey each month in due time

b.3 Geographical coverage: facilities enabling the conducting of business surveys in the following EU countries: Germany, Spain, France, Luxembourg, Italy, the Netherlands and the United Kingdom

b.4 Capacity of the tenderer to produce high quality reports in English

13.2 Evidence of the financial and economic capacity (see selection criterion a.)

All tenderers (and subcontractors whose tasks are equal to or exceed 20% of the contract) must provide proof of economic and financial capacity by presenting the following documents:

- financial statements for the past three financial years

If, for some exceptional reason which the Commission considers justified, a tenderer is unable to provide one or other of the above documents, he may prove his economic and financial capacity by any other document which the Commission considers appropriate. In any case, the Commission must at least be notified of the exceptional reason and its justification in the tender. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

13.3 Evidence of the technical and professional capacity (see selection criteria b.1–b.4)

The ability of the tenderer to perform the required services will be assessed in particular with regard to their know-how, efficiency, experience and reliability.

Evidence of the technical and professional capacity of the providers involved in the tender may be furnished on the basis of the following documents:

- A list of the principal services provided in the past three years, with the sums, dates and recipients, public or private; this should mean any studies, service contracts, consultancy work, surveys, publications or other work previously carried out; the most relevant of these should be attached.

- The educational and professional qualifications of the service provider and/or those of the managerial staff and, in particular, those of the persons responsible for providing the services; a curriculum vitae shall be attached for each of these persons.
- A statement of the average annual manpower and the number of managerial staff of the service provider in the last three years.
- A detailed description of the operational organisation for carrying out the survey.
- Relevant documentation regarding the qualified staff and other human resources involved in the survey.
- A description of the measures employed to ensure the quality of services, and a description of the firm's study and research facilities.
- Relevant documentation regarding the infrastructure, facilities and tools to be employed for performing the survey.
- An indication of the proportion of the contract which the service provider may intend to subcontract.

By submitting a tender, each service provider involved therein accepts the possibility of a check being carried out by the Commission on his technical capacities and, if necessary, on his study and research facilities and quality control measures.

In addition, all tenderers are informed that they may be asked to prove that they are authorised to perform the contract under national law, as evidenced by inclusion in a professional or trade register or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.

Tenderers' attention is drawn to the fact that any total or partial omission of information for which one or more service providers involved in the tender are responsible may lead the Commission to exclude the tender from the rest of the procedure.

14. AWARD CRITERIA

The contract will be awarded to the most cost-effective tender. The selected tender is assessed according to the following qualitative award criteria and the maximum scores applicable to each criterion.

The following award criteria will be applied.

No	QUALITATIVE AWARD CRITERIA	Maximum quality score
1	Degree of experience in carrying out business and consumer surveys, evaluating survey results and using survey results for economic analysis	25
2	Degree of knowledge of the specific features of the financial services sector in the countries where the survey is carried out	25
3	Quality of proposed survey questionnaire and survey methodology including sample design, survey mode, sample size per country and sector, coverage rate	25
4	The efficiency of the candidates work organisation, in terms of flexibility, infrastructure, qualified staff and facilities of preparing the survey, carrying out the work and evaluating and reporting the results in the countries where the survey is carried out	25
Total quality score		100

Tenders scoring less than 50% of the maximum score for a single criterion will be excluded.

The points scored for the above qualitative criteria will be compared to the price, and the contract will be awarded to the tender which is the most cost-effective (offers the best value for money) on the basis of the following formula.

FORMULA FOR THE AWARD CRITERION

$$S = \frac{2}{3} Q' + \frac{1}{3} P'$$

where

S is the score of the offer

Q' is the relative quality score of the offer

P' is the relative price score of the offer

and

$$Q' = 100 * Q / Q_{\max}$$

with Q the total quality score of the offer

Q_{max}..... the highest quality score among all offers

and

$$P' = 100 * P_{\min} / P$$

with P..... the price of the offer

P_{min}..... the lowest price among all offers

Since assessment of the tenders will focus on the quality of the proposed services, tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. 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. In addition, if certain essential points of these specifications are not expressly covered by the tender, the Commission may decide to give a zero mark for the relevant qualitative award criteria.

15. OPENING OF TENDERS

Tenders will be opened at **10h30 on 18.11.2005** at the following location:

Office address:

European Commission
Directorate General ECFIN
Room BU1 – 4/116
Avenue de Beaulieu 1
B -1160 BRUSSELS
Belgium

One **authorised representative** of each tenderer may attend the opening of the bids. Companies wishing to attend are requested to notify their intention by sending a fax or e-mail at least 48 hours in advance to the address given in the invitation letter. This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

16. AWARD COMMITTEE

The process of awarding will take place in November/December 2005. An awarding committee is to be set up for this purpose.

17. INFORMATION FOR TENDERERS

The Commission will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

PART IV : DRAFT SERVICE CONTRACT

CONTRACT NUMBER – ECFIN/.../2005/...

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by

**THE HEAD OF UNIT "BUSINESS SURVEYS"
OF THE DIRECTORATE ECONOMIC STUDIES AND RESEARCH,
Mr Peter WEISS,**

of the one part,

and

[official name in full]

[*official legal form*]

[*statutory registration number*]

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by [name in full and function,]

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following Annexes:

Annex I – Commission’s Tender Specifications (Invitation to Tender No [complete] of [complete]) and Monitoring

Annex II – Contractor's Tender (No [complete] of [complete])

which form an integral part of this contract (hereinafter referred to as “the Contract”).

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex II).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1.** The subject of the Contract is to conduct an EU-wide monthly business survey in the financial service sector.
- I.1.2.** The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

ARTICLE I.2 - DURATION

- I.2.1.** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2.** Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3.** The duration of the tasks shall not exceed 15 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from May 2006. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE I.3 – CONTRACT PRICE

- I.3.1.** The [*maximum*] total amount to be paid by the Commission under the Contract shall be EUR [amount in figures and in words] covering all tasks executed.

ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

I.4.1. First interim payment:

A request for a first interim payment by the Contractor shall be admissible :

- upon receipt of the survey data for the months May - July 2006 in accordance with the instructions and calendar laid down in point 4.2.1 of Annex I – Commission’s Tender Specifications
- upon approval of the first interim report in accordance with the instructions laid down in point 4.4.1 of Annex I – Commission’s Tender Specifications

- if accompanied by the relevant invoice

provided the first interim report has been approved by the Commission.

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

Within **thirty** days of the date on which the report is approved by the Commission, an interim payment corresponding to **30 %** of the total amount referred to in Article I.3.1 shall be made.

I.4.2. Second interim payment:

A request for a second interim payment by the Contractor shall be admissible :

- upon receipt of the survey data for the months August - October 2006 in accordance with the instructions and calendar laid down in point 4.2.1 of Annex I – Commission’s Tender Specifications
- upon approval of the second intermediate report in accordance with the instructions laid down in point 4.4.2 of Annex I – Commission’s Tender Specifications
- if accompanied by the relevant invoice

provided the second interim report has been approved by the Commission.

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

Within **thirty** days of the date on which the report is approved by the Commission, an interim payment corresponding to **30 %** of the total amount referred to in Article I.3.1 shall be made.

I.4.3. Payment of the balance:

A request for payment of the balance by the Contractor shall be admissible :

- upon receipt of the surveys for the months November 2006 - April 2007 in accordance with the instructions and calendar laid down in point 4.2.1 of Annex I – Commission’s Tender Specifications
- upon approval of the final report in accordance with the instructions laid down in point 4.4.3 of Annex I – Commission’s Tender Specifications
- if accompanied by the relevant invoice

provided the final report has been approved by the Commission.

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

Within **thirty** days of the date on which the report is approved by the Commission, a balance payment corresponding to **40 %** of the total amount referred to in Article I.3.1 shall be made.

[For Contractors established in Belgium, the provisions of the Contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA” or an equivalent statement in the Dutch or German language.]

[For Contractors established in Italy, the provisions of the Contract constitute a request for VAT exemption, provided the Contractor includes the following statement in his invoice(s): “Operazione non imponibile ai sensi dell’articolo 72, comma 3) paragrafo 3 del D.P.R. n. 633 del 26/10/1972 come modificato da ultimo dal D.L. n. 323 del 20/06/1996 convertito in Legge n. 425 dell’8/8/1996”.]

I.4.4. The request for payment shall be addressed to :

European Commission
Directorate General Economic and Financial Affairs
Head of Unit R/2
BU-1 03/13
B-1049 Brussels

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the Contractor’s bank account denominated in euro, identified as follows:

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
[IBAN code: [complete]]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

Commission:

European Commission
Directorate-General Economic and Financial Affairs
ECFIN A3 Business Surveys
Mr Peter WEISS
BU1 – 3 /146
BE – 1049 Brussels

Contractor:

Mr/Mrs/Ms [complete]
[Function]
[*Company name*]
[Official address in full]

ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- I.7.1.** The Contract shall be governed by the national substantive law of Belgium.
- I.7.2.** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Belgium .

II – GENERAL CONDITIONS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

- II.1.1.** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2.** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3.** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4.** The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5.** The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6.** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
 - the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.
- II.1.7.** In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must

have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.

- II.1.8.** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.
- II.1.9.** Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II.2 – LIABILITY

- II.2.1.** The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.
- II.2.2.** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3.** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4.** In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.
- II.2.5.** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

II.3.1. The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

II.3.2. The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3. The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

II.3.4. The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

ARTICLE II.4 – PAYMENTS

II.4.1. Pre-financing :

Where required by Article I.4.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article

to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2. Interim payment:

At the end of each of the periods indicated in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.4.3. Payment of the balance:

Within sixty days of completion of the tasks referred to in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1. Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.5.2. The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

II.5.3. In the event of late payment the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (“*the reference rate*”) plus seven percentage points (“*the margin*”). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for

payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

ARTICLE II.6 – RECOVERY

- II.6.1.** If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.
- II.6.2.** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- II.6.3.** The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Communities that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

ARTICLE II.7 - REIMBURSEMENTS

- II.7.1.** Where provided by the Special Conditions or by Annex I, the Commission shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.
- II.7.2.** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.
- II.7.3.** Travel expenses shall be reimbursed as follows:
- a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
 - b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
 - c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
 - d) travel outside Community territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.
- II.7.4.** Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.3.

II.7.5. The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Community, 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 Contract being entered into.

ARTICLE II.9 – CONFIDENTIALITY

II.9.1. The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

II.9.2. The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

II.10.1. The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of

the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.

- II.10.2.** Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.
- II.10.3.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Community. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.
- II.10.4.** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

ARTICLE II. 11 – TAXATION

- II.11.1.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2.** The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.
- II.11.3.** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.11.4.** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II.12 – FORCE MAJEURE

- II.12.1.** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in

equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

II.12.2. Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

II.12.3. Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.

II.12.4. The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.13 – SUBCONTRACTING

II.13.1. The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.

II.13.2. Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.

II.13.3. The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II.14 – ASSIGNMENT

II.14.1. The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.

II.14.2. In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

ARTICLE II.15 – TERMINATION BY THE COMMISSION

II.15.1. The Commission may terminate the Contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) where the Contractor has 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 he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (e) where the Commission seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

II.15.2. In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

II.15.3. Prior to termination under point e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.15.4. Consequences of termination:

In the event of the Commission terminating the Contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission may engage any other contractor to complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in making good and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

ARTICLE II.16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2% of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II.17 – CHECKS AND AUDITS

II.17.1. Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance.

II.17.2. The Commission or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.

II.17.3. In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

ARTICLE II.18 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the tasks under the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

SIGNATURES

For the Contractor,
[*Company name/forename/surname/function*]

For the Commission,
Peter WEISS,
Head of Unit Business Surveys

signature[s]: _____

signature: _____

Done at [Brussels], [date]

Done at Brussels, [date]

In duplicate in English.

ANNEX I

Commission's Tender Specifications (Invitation to Tender No [complete] of [complete]) and Monitoring

[To be attached]

ANNEX II

Contractor's Tender (No [complete] of [complete])

[To be attached]

Financial Identification Form

http://europa.eu.int/comm/budget/execution/ftiers_fr.htm

Legal Entity Form

http://europa.eu.int/comm/budget/execution/legal_entities_fr.htm#mtnlpl

Declaration on eligibility

The undersigned (1) ,
.....
.....

herewith certifies not to be in one of the situations listed below (Articles 93 and 94 of the Financial Regulation, Official Journal of the European Communities L 248 16.9.2002). :

- (a) being bankrupt or being wound up, having affairs administered by the courts, having entered into an arrangement with creditors, having suspended business activities, being the subject of proceedings concerning those matters, or being in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) being convicted of an offence concerning professional conduct by a judgement which has the force of res judicata;
- (c) being guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) not having fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country of establishment or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) being 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, having declared to be in serious breach of contract for failure to comply with the contractual obligations;
- (g) being faced with a conflict of interest;
- (h) being guilty of misrepresentation in supplying the information required or having failed to supply this information.

..... (2)

(1) Name and address

(2) Signature and date

An EU-wide monthly business survey in the financial service sector
ECFIN/2005/A3-01
Compulsory reply form for
the administrative proposal

Name and/or business name of the tenderer:.....

Clear description of the tenderer's legal form:

Address of the tenderer's registered office:

Telephone number:

Fax numbers:

E-mail address:

Internet address (if available):

Names of the legal representatives (directors, etc) of the tenderer, authorised to sign contracts with third parties on behalf of the organization:

VAT number:

Trade-register entry number:

If any, please identify the subcontractors and the amount of services of the contract (%) which shall be executed by the subcontractors:

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SURVEY IN THE EU FINANCIAL SERVICES SECTOR

QUESTIONNAIRE

Monthly questions

- Q1** How has your business situation developed over the past 3 months?
It has ...
- + improved
 - = remained unchanged
 - deteriorated
- Q2** How has demand for your company's services changed over the past 3 months?
It has ...
- + increased
 - = remained unchanged
 - decreased
- Q3** How do you expect the demand for your company's services to change over the next 3 months?
It will ...
- + increase
 - = remain unchanged
 - decrease
- Q4** How has your firm's total employment changed over the past 3 months?
It has ...
- + increased
 - = remained unchanged
 - decreased
- Q5** How do you expect your firm's total employment to change over the next 3 months?
It will ...
- + increase
 - = remain unchanged
 - decrease

Country		MONTHLY QUESTIONS														
		Q1			Q2			Q3			Q4			Q5		
Year																
Month		+	=	-	+	=	-	+	=	-	+	=	-	+	=	-
65	Financial intermediation, except insurance and pension funding															
66	Insurance and pension funding, except compulsory social security															
67	Activities auxiliary to financial intermediation															

QUARTERLY QUESTIONS															
	Q10			Q11			Q12			Q13			Q14		
	Q20			Q21			Q22			Q23			Q24		
	Q30			Q31			Q32			Q33			Q34		
	+	=	-	+	=	-	+	=	-	+	=	-	+	=	-

Technical modalities for the transmission of the survey data

A. Sheets containing the aggregated data.

1. Use only Excel files and label the filename as FINAYYYYMM.xls where **YYYY** and **MM** are the year/month of the reference period
2. In the Excel file:
 - use one sheet for each country surveyed
 - put the country code (see table below), the year (4 digits)/month (2 digits) of the reference period in the column 1, at row 1, 2 and 3 respectively. These 3 fields are in “text” format.

BE : Belgium	CZ : Czech Republic	DK : Denmark
DE : Germany	EE : Estonia	EL : Greece
ES : Spain	FR : France	IE : Ireland
IT : Italy	CY : Cyprus	LV : Latvia
LT : Lithuania	LU : Luxembourg	HU : Hungary
MT : Malta	NL : Netherlands	AT : Austria
PL : Poland	PT : Portugal	SI : Slovenia
SK : Slovakia	FI : Finland	SE : Sweden
UK : United Kingdom	BG : Bulgaria	RO : Romania

3. Format of the percentage figures:

The figures contain at least one decimal, and the sum of the replies for each question/sector is equal to 100. The format of these fields is numeric and the decimal sign is the dot.

4. Macro's and links:

For security reasons and to avoid faulty operations - asking manual intervention -, don't use macros and links in the Excel files.

5. Respect exactly the layout of the Excel files as set out in the templates.
6. The results will be sent by e-mail to ECFIN-BCS-FINA@CEC.EU.INT.

B. Sheet containing the detailed data.

- use one sheet for all countries surveyed
- each line contains the country code (see table above), the year (4 digits)/month (2 digits) of the reference period, the sector and the coded answer for each question.

The answer to the question is coded as follow: use 1, 2, 3, 9 or blank if the answer to the question is “+”, “=”, “-“, “don't know” or “no answer” respectively.

All the fields are in “text” format.

The format of the “individual weight” field is numeric and the decimal sign is the dot.