
Specifications – Invitation to tender No VT/2007/061

Study Contract – "The role of the Public Employment Services related to *"Flexicurity"* in the European Labour Market"

1. Title of the contract

Study Contract - "Study on the role of the Public Employment Services related to *"Flexicurity"* in the European Labour Market"

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 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.

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) Antidiscrimination and Diversity (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 tenders is issued in the context of the implementation of the 2007 annual plan of work which is consultable at http://ec.europa.eu/employment_social/progress/docs_en.html

3. Background

The flexicurity concept can be defined as a policy strategy to enhance, at the same time and in a deliberate way, the flexibility of labour markets, work organisations and labour relations on the one hand, and security –employment security and income security – on the other.

Flexicurity is a new way of looking at flexibility and security on the labour market. It sets out from the awareness that globalisation and technological progress are rapidly changing the needs of workers and enterprises. Companies are under increasing pressure to adapt and develop their products and services more quickly. This is placing greater demands on business to help their workers acquire new skills. It is also placing greater demands on workers with regards to their ability and readiness for change.

Flexicurity is an attempt to unite two fundamental needs: it promotes a combination of flexible labour markets and a high level of employment and income security and it is thus seen to be the answer to the EU's dilemma of how to maintain and improve competitiveness whilst preserving the European social model. New securities must go beyond the specific job and ensure safe transitions into new employment.

The flexicurity concept takes us from a job security mentality to an employment or employability security mentality. It is a policy approach geared less towards the protection of jobs, and more towards the protection of people. Encouraging flexible labour markets and ensuring high levels of security will only be effective if workers are given the means to adapt to change, to stay on the job market and make progress in their working life. For this reason, the flexicurity model also includes a strong emphasis on active labour market policies, and motivating lifelong learning and training, improving customized support to jobseekers, supporting equal opportunities for all and equity between women and men.

The Public Employment Services (PES) play an essential role in the implementation of the flexicurity model: they are important labour market institutions, which hold major responsibility on

active labour market policy in almost all EU Member States.

The basic principles behind the flexicurity approach are very much in line with the central elements of the EU strategy for growth and jobs¹. The revised Lisbon Strategy promotes an active response to the challenge of globalisation. Flexicurity relies on a high level of workforce training, another priority in the updated strategy. In particular, Guideline 21 of the Employment Guidelines² stresses the need to promote flexibility combined with employment security and reduce labour market segmentation, having due regard to the role of the Social Partners.

Each Member State has a specific labour market situation and culture. The European Commission is therefore not aiming for a one-size-fits-all "flexicurity recipe" for all Member States, but rather to establish "pathways" to be developed towards achieving more flexicurity. Pathways are sets of measures that can, if introduced in conjunction with each other, improve a country's performance in terms of flexicurity. Various pathways need to be designed, fitting to different national situations. Pathways should also recognise that flexicurity strategies require broad support from workers, business and other relevant actors in society. Pathways need to be balanced, taking into account the interest of insiders as well as outsiders on the labour market. They would also help to promote a climate of trust in which all the actors concerned accept responsibility for change.

In June 2007, the Commission presented a Communication³ which provides major input to the development of the common principles. In preparation, the European Commission expert group prepared a report containing examples of flexicurity in 27 Member States⁴ and the Commission conducted a broad consultation involving Member States, parliamentarians, Trade Unions, business, NGO's and the general public. The consultation process was complemented by a major conference in Brussels on 20th April 2007⁵. The Communication will be discussed in the Council of Ministers, which should allow them to adopt a set of common principles by the end of 2007. Several stakeholders, such as the PES are called to play a role in a wider debate on the concept of flexicurity and its implementation, to which this study shall contribute.

4. Subject of the contract

The aim of this study is to focus on the following items, related to the relevance of the EU debate on the functioning of the Public Employment Services (PES):

- 1) How can flexicurity be understood for the PES; how is it linked to their essential role in the implementation of the Lisbon Strategy and the Integrated Employment Guidelines?
- 2) Which is the role of PES in those countries which apply the flexicurity model? - (stocktaking information)
- 3) Which impact will the implementation of flexicurity have on the role/functioning of PES?
- 4) Which recommendations can be given to the PES to improve their active role if flexicurity is applied?
- 5) Which are the required conditions to be fulfilled in the other components of flexicurity (flexible contractual arrangements, lifelong learning, modern social security systems) to ensure successful operation by the PES? Which cooperation with other labour market actors should be established to

¹ http://ec.europa.eu/employment_social/employment_strategy/index_en.htm

² http://ec.europa.eu/employment_social/employment_strategy/guidelines_en.htm

³ http://ec.europa.eu/employment_social/news/2007/jun/flexicurity_en.pdf

⁴ http://ec.europa.eu/employment_social/employment_strategy/pdf/flexi_pathways_en.pdf

⁵ http://ec.europa.eu/employment_social/employment_strategy/flex_meaning_en.htm

ensure effective and efficient operation by the PES? Under which conditions and how can the role of PES be strengthened?

6) How can good practice on implementing flexicurity be identified? Which methodology is to be used? Which examples of good practice have been developed by PES on implementing Flexicurity? Which are the strong points of this good practice? How can it be useful for other PES?

The study will refer to the role of the PES in the implementation of the EES, more in particular to the employment guidelines 19 and 20⁶, which explicitly mention the role of the PES. It will examine the contribution and the essential role of the PES in the implementation of the Lisbon Strategy and the Employment Guidelines while putting emphasis on the vital role of the PES in the ALMP.

The study will make a link to the project on "Mutual learning for Modernisation of PES: Benchmarking between PES" which has been lead by the PES of Austria, AMS, in cooperation with 12 other PES in the EU and which aims at identifying innovative practices by PES using comparable indicators, to detect efficient practices in the implementation of the EES. Information on the project will be made available to the contractor in due course.

The study will cover, amongst others, the relationship with and the cooperation with other actors delivering employment services. It will cover all EU Member States and the EFTA/EEA countries Iceland, Norway and Liechtenstein.

It is foreseen that its results will be disseminated, also within the framework of a mutual learning process mainly through the dissemination of good practice in one or more seminars/meetings.

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 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 study should have the following features:

a) The contractor will conduct a brief but comprehensive description and analysis of the concept of flexicurity and its relation to the Public Employment Services (PES). The literature review will provide a clear and comprehensive overview and description of the most important issues at stake on the relation between flexicurity and PES. It will do so on the basis of literature review, focussing on most relevant topics related to the subject.

⁶ http://ec.europa.eu/employment_social/employment_strategy/pdf/guidelines07_en.pdf

b) The contractor will conduct an analysis on how flexicurity can be understood for the PES and which can be its impact on the functioning and the role of the PES. It will make an overview of the role of PES in those countries which apply the flexicurity model. This stocktaking information will aim at providing a complete and clear overview.

c) The study will contain recommendations which can be given to the PES to improve their role and action to make flexicurity effective. This is linked to an overview of the conditions under which the role of PES can be strengthened.

d) The contractor will conduct a literature study on the conditions that are required to be fulfilled in other components of flexicurity (flexible contractual arrangements, lifelong learning, modern social security systems) to ensure successful operation by the PES. Further in depth analysis will be made on this subject, as well as on the kind of cooperation with other labour market actors that should be established to ensure effective and efficient operation by the PES.

e) It will investigate amongst others, the cooperation with other stakeholders, incl. actors delivering employment services and social partners. A questionnaire will be sent to all PES and other actors delivering employment services in the countries of the study.

f) The study will also focus on good practice while implementing flexicurity. The contractor will conduct a survey on good practice amongst PES. The aim is to start with a description of the methodology to be used for the detection of good practice in this field. Focus will be on effective policies, mainly active labour market policies. Examples of good practice developed by PES on implementing flexicurity will be identified, described and the strong points of this good practice will be analysed. The study will look carefully at how the examples of good practice can be useful for other PES. In doing so, the study will make use of the results of the project on "Mutual learning for Modernisation of PES: Benchmarking between PES" which has been lead by the PES of Austria, AMS, in cooperation with 12 other PES in the EU and which aims at identifying innovative practices by PES using comparable indicators, to detect efficient practices in the implementation of the EES. The sending of the questionnaire is followed by site-visits to a selected sample PES. The questionnaire must be submitted to the Commission for prior approval.

g) The contractor will participate in 3 meetings (at least) with staff of the European Commission, to present and discuss progress on the project.

h) The contractor will present the results of the study at meetings at EU/EEA level, such as the meeting of the EEA PES network, which is foreseen to be held in France, in the second half of 2008.

The study will cover all EU Member States, the EEA countries Iceland, Norway and Liechtenstein. Reference can be made to good practice in the other OECD countries if on the basis of literature review in these countries best practice is found with outstanding quality and exemplary capacity.

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

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 proposed team and/or staff respects the gender balance at all levels. It will also pay due attention when appropriate to the gender dimension of the service he is asked to deliver as detailed in the description of tasks.

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.

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.

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.

8. Time schedule and reporting

See Article I.4. of the contract.

Additional requirements (specific deadlines for the performance of tasks):

8.1 The full duration of the contract will be 12 months, from the date of contract signature.

8.1.1 At the beginning of the project a first note specifying the plan of work, the distribution of tasks in the team and the methodology of the study should be submitted within 2 months after the start of the study project.

8.1.2 An intermediate report, covering work progress and first results should be submitted within 6 months after the start of the study project. The intermediate report should explain progress made so far, covering points a), b), d), e) and f) described under point 6 above.

8.1.3 A draft final report in English of maximum 100 pages accompanied by an executive summary of maximum 10 pages in English, French and German should be submitted within 10 months from the starting date. The draft final report should cover the points a) to f) under point 6 above and contain

- 1) descriptive fiches on good practices which can be published on the website for dissemination purposes and
- 2) the conclusions of the study, which should be presented in a very clear and concise way.

8.1.4 The contractor will also send a PowerPoint Presentation explaining the context and the results of the study, as well as speaking points (30 minutes presentation) in English, French and German.

8.1.5 The final report will be submitted at the end of the contract. It will also include an article in English, French and German, of approximately 4 pages, presenting the main conclusions in the form of an editorial version for large media coverage to the wider public.

8.2. 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

- Presentation of their key points in one page. Key points should be concise, sharp and easily understandable. They shall be provided in English, French and German. Other Community languages would be welcome even if not compulsory.

8.3. In accordance with the General conditions, the Contractor is under the obligation to acknowledge that the present service is delivered on behalf of the 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, as follows:

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 please see:

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

8.4. 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"

8.5. The Contractor will insert the European Union logo, and any other logo developed for the employment and social solidarity fields, and mention 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 of the contract shall be made.

Interim payments

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

- an interim technical 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 report is approved by the Commission, an interim payment corresponding to the relevant invoices, up to maximum 40% of the total amount referred to in Article I.3.1 of the contract, shall be made.

Payment of the balance

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

- the final technical report in accordance with the instructions laid down in 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 report is approved by the Commission, payment of the balance of the total amount referred to in Article I.3.1 of the contract shall be made.

10. Prices

The total price of the offer will not exceed € 250.000,00 (two hundred and fifty thousand euro).

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.

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.

Expenditure other than for fees and direct costs, 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 expenses

Part B: Reimbursable expenses

See annex III.2.2.1 of the contract.

Travel expenses (other than local transport costs)⁷

⁷ 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.

Subsistence expenses of the Contractor and his staff (covering the expenditure incurred by experts on short-term trips outside their normal place of work)⁸

Contingencies

Total price = Part A + Part B= € 250.000,00 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 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 contract⁹. 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 liabilities 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 situations 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;
- 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.

⁸ Agreed per diem rates are to be used for each Member State (see Annex III.2.2.1 of the contract).

⁹ 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.

Article 94:

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

1. 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.

2. 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.

3. 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 to whom 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.

The following three documents should be provided:

- A statement of the tenderer's overall turnover (at least twice the value of this contract, i.e. 500.000 EUR) 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 CV's of all members of the study team responsible for providing the service,
- A list of principal services or studies provided in the relevant policy domain over the past 3 years,
- Solid experience of analysis in the 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, 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 the 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:

- | | |
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| a) the quality of the offer | 30% in total |
| - Demonstration of an understanding of the nature of the study in terms of the context and the results to be achieved; | 15% |
| - Explanation of the frame of reference of the study and the fields to be covered | 15% |
| b) the methodological approach proposed | 35% in total |
| - Methods for processing information and interpretation of the quantitative and qualitative information; | 10% |
| - Activities to supplement the sources of information available (surveys, interviews, etc.); | 10% |
| - Methods for providing feedback in respect of the study results and recommendations; | |

- Inputs to be provided for the meeting of the Heads of PES, which will discuss the results of the study.	10%
	5%
c) the clarity and coherence of the plan of work	35% in total
- Organisation of work	20%
- Clarity of presentation of the plan of work	15%

Please note that the contract will not be awarded to any bid that receives less than 70% on 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

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 price can be detailed using the same format in annex III of the contract;
- the detailed CVs of the proposed experts, including a list of experts which can be presented in the same format as in annex IV of the contract;
- 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.

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 and 13 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.