

OPEN CALL FOR TENDERS
Reference No EACEA/2008/06

**“Study on the mapping and evaluating of existing platforms
(websites) within the cultural sector aimed at stimulating debate
and cross border exchange of matters concerning European
culture”**

TENDER SPECIFICATIONS

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1. INTRODUCTION

1.1. General information

On 8 February 2007, the Commission adopted Decision 2007/114/EC amending Commission Decision 2005/56/EC setting up the Education, Audiovisual and Culture Executive Agency for the management of Community action in the fields of education, audiovisual and culture (hereinafter referred to as 'the Agency'), and extending the Agency's lifespan till 2015. Its mission is to implement a number of strands of more than 15 Community funded programmes and actions in the fields of education and training, active citizenship, youth, audiovisual and culture.

The Agency is in charge of most management aspects of the programmes, including drawing up calls for proposals, selecting projects and signing project agreements, financial management, monitoring of projects (intermediate reports, final reports); communication with beneficiaries; and on the spot controls.

The Education, Audiovisual and Culture Executive Agency (hereinafter referred to as “the Agency”) has its own legal identity and is located in Brussels. The Agency, wishes to conclude a service contract for research into existing websites in Europe for the online dissemination of information on cross-sector issues in the cultural field and for online debate with a view to promoting the exchange of views, artistic expression and helping to reach out to the citizens with regard to the European project.

The services required are described in detail in section 3 of these tender specifications.

1.2 Management of the call

This call for tenders is managed by the Agency in cooperation with the European Commission.

The Agency shall establish a Steering Committee, comprising representatives of both the Agency and the Commission, for the purposes of managing the contract, reviewing progress with the contractor, providing guidance, and accepting the services and products. A member of the Steering Committee at the Agency will be nominated as the primary contact point for all official correspondence.

The ownership of the products and deliverables shall be vested in the Commission.

1.3 Duration of the contract

The contract to be awarded will be the subject of an agreement in accordance with the model enclosed in Annex 1. The contract will be awarded for the duration of **eight (8) months** with effect from the date on which it is signed by the last contracting party.

The Agency reserves the right to make use of a negotiated procedure without prior publication of a contract notice for additional contracts involving services similar to those assigned to the party awarded an initial contract by the same contracting authority. That procedure may be used only during the three years following conclusion of the original contract.

2. GENERAL TERMS AND CONDITIONS APPLICABLE TO CALLS FOR TENDER

2.1. Tenders

Tenders must include all information and documentation required to enable the authorising department to appraise tenders in accordance with the criteria set out in section 4.

All documents submitted by tenderers will become the property of the Agency and are to be deemed confidential.

Expenses incurred in preparing and submitting tenders shall not be reimbursed by the Agency.

The submission of a tender in response to a call for tenders issued by the Agency entails:

- (a) acceptance of the terms and conditions set out in this invitation to tender, in the specification and in the draft contract (see Annex 1), where appropriate,
- (b) waiver of the tenderer's own general or specific terms and conditions; the tender submitted is binding on the tenderer to whom the contract is awarded for the duration of the contract.

Tenders must be:

- (c) submitted in triplicate: one copy clearly identified "Original", two copies marked "Copy 1" and "Copy 2"; "Copy 2" should be unbound. In addition an electronic copy must be provided;
- (d) accompanied by the forms in Annex 2, filled in and signed by the tenderer;
- (e) accompanied by a covering letter signed by the tenderer or its duly authorised agent;
- (f) perfectly legible in order to rule out any doubt whatsoever concerning the words or figures;
- (g) submitted inside two sealed envelopes; the inner envelope addressed to the department indicated in the call for tenders, should be marked:

**"Call for tenders
Reference No EACEA/2008/06
For the attention of Unit – R2
Not to be opened by the internal mail department"**

If self-adhesive envelopes are used, they shall be sealed with adhesive tape and the tenderer shall sign across this tape;

Tenderers may choose:

- 1) to submit tenders either by post or by courier service; in this case, tenders must be dispatched not later than the final date specified in the covering letter to this call for tenders; proof of dispatch is constituted by the postmark, the date of dispatch or the date of the deposit slip, to the following address:

Education, Audiovisual and Culture Executive Agency (EACEA)

Unit R2

Office: BOUR 4/37

Ref. EACEA-2008-06

Avenue du Bourget 1

B-1140 Brussels (Evere)

Belgium

- 2) to deliver tenders by hand to the following address:

European Commission

EACEA

For the attention of Unit R2

Ref. EACEA-2008-06

Office: BOUR 4/37

Avenue du Bourget, 1

B-1140 Brussels (Evere)

Belgium

Not later than 16.00 on the final date specified in the covering letter. In this case, a receipt must be obtained as proof of submission, signed and dated by the official in the central mail department who took delivery. This department is open from 08.00 to 17.00 from Monday to Thursday and from 08.00 to 16.00 on Friday; it is closed on Saturdays, Sundays and Commission holidays.

IMPORTANT: Please note the following important distinction between these two options for the submission of tenders:

A tender sent by post or courier service (option 1 above) must be posted no later than the final date shown in the letter. This means that the tenderer must post the tender on or before that date and that it may reach the Agency after that date, depending on how long the postal service takes to process the delivery.

By contrast, a tender delivered by hand to the Agency (option 2 above) must be delivered no later than the final date shown in the letter. This means that the tender must reach the Agency on or before that date.

In either case, it is the tenderer's responsibility to ensure compliance with the rules applying to the option that the tenderer has chosen for the submission of the tender.

2.2. Payment

Payments will be made as follows:

Pre-financing:

After the signature of the contract by the last contracting party, within 30 days of the receipt by the Agency of a request for pre-financing, with a relevant invoice, a prefinancing payment of an amount equal to 30% of the total amount of the contract shall be made.

Interim payment:

Following acceptance of the interim report by the Agency 30% within 30 days of receipt of the relevant invoice provided it has been approved by the Agency.

Payment of the balance:

Following completion of the tasks and approval by the Agency and, where appropriate, receipt of any document required under this service; within 30 days of receipt of the invoice by the Agency, payment of the balance corresponding to the relevant invoice shall be made.

2.3. Financial Guarantee

A financial guarantee is automatically required if the pre-financing amounts to at least EUR 150 000.

Where required 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) established in the European Union, equal to the pre-financing under the contract.

2.4. Penalties

If the contractor fails to perform its obligations under the contract within the time specified in Article I.2 of the contract, then, without prejudice to the contractor's actual or potential liability incurred in relation to the contract or to the Agency's right to terminate the contract, the Agency may decide to impose liquidated damages of 0,2% of the amount specified in Article I.3.1 of the model contract (Annex I) per calendar day of delay.

2.5. Period of validity of tenders

Tenders shall be valid for nine (9) months from the final date for the receipt of tenders.

2.6. Price

The Agency awards contracts and makes payments in euros. Tenders must accordingly be expressed in euros. Tenders expressed in currencies other than the euro will be eliminated.

For tenderers in countries which do not belong to the euro zone, the price quoted may not be revised in line with exchange rate movements. It is for the tenderer to select an exchange rate and assume the risks or the benefits deriving from any variation.

Prices must be clearly indicated and show all pricing elements and unit costs. They must be fixed and inclusive of all costs (project management, quality control, training of contractor's employees, back-up resources, etc.) and expenses (company management, secretariat, social security, salaries, travel and office expenses, etc.) directly or indirectly connected with the provision of the service. All prices must be quoted exclusive of all taxes and dues.

Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Communities are exempt from all taxes and dues, including VAT, and accordingly these charges may not form part of the price of the tender. The amount of VAT should be shown separately.

In signing and submitting a tender, the tenderer or, in the case of consortia consisting of two or more firms, each member of the consortium, certifies on behalf of their firm that:

- the prices indicated in the tender have been fixed independently, without any consultation or communication on any of the points relating to the price with another tenderer or competitor;
- unless the law stipulates otherwise, the prices indicated in the tender have not been and will not be voluntarily communicated by the tenderer to any other tenderer or competitor, directly or indirectly, before the tenders are opened;
- the tenderer has not attempted and will not attempt to induce other persons to submit a tender or to dissuade them from doing so with a view to restricting competition.

2.7. Conflict of interests

Tenderers should declare:

- that they do not have any conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- that they will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract.

The Agency reserves the right to check the above information.

2.8. Joint tenders

Joint tenders or tenders from consortia will be accepted. The nature and organisation of such tenders is at the discretion of the tenderers.

In any event, such tenders will be treated no differently from any other type of tender, each being assessed on its own merits in relation to the evaluation and award criteria contained in these specifications.

2.9. Subcontractors

Any intention to subcontract part of the contract must be clearly stated in the tender. In any case, the main contractor retains sole responsibility for the contract.

2.10. Contact point

The only contact point that may be used during the submission period is the one indicated in the covering letter to this call for tenders. Tenderers are requested to put any questions in writing and to send them to the contact person by fax, e-mail or mail.

For legal reasons, queries by telephone cannot be taken into consideration.

Queries concerning the administrative procedures will be treated individually. If the reply to a question is of general interest, it will be communicated simultaneously to all tenderers.

3. TECHNICAL SPECIFICATIONS

3.1. Context of the contract - introduction

In November 2007, EU Member States' Ministers of Culture endorsed¹ the European Common Agenda for Culture on the basis of the Communication² presented by the Commission in May 2007. The Agenda for Culture in Europe aims at developing more structured cooperation with the Member States, European Institutions and cultural stakeholders in order to respond to some of the major challenges faced by the cultural sector.

The following objectives were agreed upon for joint activities:

- (1) Promotion of cultural diversity and intercultural dialogue;
- (2) Promotion of culture as a catalyst for creativity in the framework of the Lisbon Strategy, and

¹ Resolution of the Council of 16 November 2007 on a European Agenda for Culture, 2007/C 287/01

² Communication of the Commission of 10 May 2007 on a European Agenda for Culture, COM (2007) 242 final.

(3) Promotion of culture as a vital element in EU external relations.

The Agenda calls for new working methods: the setting up of an open method of coordination with Member States with a view to developing the exchange of good practices and peer learning between them, as well as a more structured dialogue with the cultural sector with a view to involving it more closely in European affairs. As part of this wish to reinforce the dialogue with the sector, the Commission proposed in its communication to:

"encourage the expression of representative views by individual artists and intellectuals at the European level, including exploring the possibility and feasibility of an on-line virtual European forum allowing for the exchange of views, artistic expression and reaching out to citizens".

This is in line with the general objective of the European Union's Culture Programme, which is to enhance the cultural area shared by Europeans with a view to encouraging active European citizenship.

Indeed, active European citizenship requires a common and easily accessible space for discussion and an exchange of views between all those concerned with European culture and the European project. Such a space should ideally complement the existing media and take account of its impact on individuals and societies, their attitudes, tastes, and aspirations. The media are a major factor in shaping people's attitudes to other cultures, languages and in the way they respond to social and political developments, such as for example the European project.

The media have a potential to motivate people to learn more about other cultures and languages as well as to engage in debates, and they can help sustain this motivation. Furthermore they can contribute to social cohesion and play an important role in developing a truly active European citizenship. The media have a unique capacity to visualize different cultures and to show how people from different cultural backgrounds behave. In doing so they can help develop an appreciation of other cultures in a way that textbooks cannot.

Internet offers the possibility to go a step further, by providing an interactive space for debate and the exchange of views. It can provide direct support to those interested in the European project and in culture, for example by presenting online information on Europe's cultural diversity, responding to questions and enabling not only exchange of information, but also possibilities to learn more about Europe, its cultures and languages through websites and learning portals featuring archive and learning materials. It is also an extraordinary bottom-up tool for expression and interaction.

Debate and cross-border exchange of views between artists, intellectuals, policy developers and the broader public on issues regarding Europe and its cultures is essential for the effective exchange of knowledge, expertise and best practices. Such debates and exchanges stimulate developments. On the other hand they could potentially help build greater awareness of the importance of the European project and its cultural dimension and – in doing so - stimulate the feeling amongst citizens of belonging to a community upholding common European values.

In Europe internet penetration is 55,7%³ of the population. In comparison the world average is 19,1%. The advent of the internet and the knowledge-based economy and the increasing role of interactivity in Europe, enabled by new content, tools and applications, have transformed the traditional passive consumer of media into an active content user. New patterns of user behaviour have become evident through the success of social networking sites, blogs, wikis and other web 2.0 types of platforms and applications. These services are not only aimed at people for use in their private life or for entertainment purposes: they can also be very useful for the exchange of professional information, for inter-cultural dialogue, for public services and political debate. By providing new ways of discussing cultural developments, the internet offers real scope for reaching out to the broader public and new audiences.

A number of European cultural magazines and organisations have developed websites for the exchange of information and dialogue on the web. The European Commission is aware of various initiatives in this field. It thinks the time is ripe to map the existing online spaces for debate on cultural issues and on the European project. It would also like to evaluate how cross-border and cross-sector debate on European culture and the European project can be stimulated online in order to help the further development of a common European cultural area for those interested in European culture. This space and the debates taking place on it could contribute to citizens' awareness and understanding about Europe's culture, its rich cultural diversity and common cultural heritage. This would help to stimulate intercultural dialogue and develop mutual understanding. The space and debates could also promote European art, artists, cultural organisations and those working in them and in doing so help to further reinforce the European market for culture, by aiming at and reaching a broader public. In addition, the space and debates taking place should inspire and stimulate creativity, for example by highlighting exemplary projects, by putting best practices in the spotlight and by offering a platform for the exchange of experiences amongst artists, cultural organisations, people working in or close to the cultural sector and the broader public.

3.2. Purpose of contract- description of the main services and products

As set out in the agenda for culture the Commission aims at pursuing a structured dialogue with the cultural sector. This should provide a framework for the regular exchange of views and best practices, input into the policy-making process, follow-up and evaluation. The cultural sector is progressively structuring itself and new platforms are emerging.

The objective of this study is to map and analyse existing websites in Europe which are used as a means for exchange of information and debate on culture, artistic expression and as a space for an exchange of opinions on the European project, with a view to proposing recommendations on how to enhance the use of the internet as a means of information exchange and debate at the European level on cross-sector issues in the field of culture and artistic expression.

A website in this context refers to the use of internet technology as a platform for exchanging information, providing services and transacting between people working within the cultural sector or sectors related to it, with citizens, businesses, and policy developers within government. Within the interaction domains, different kind of activities can take place:

³ www.InternetWorldStats.com

- Publishing information over the Internet, e.g: information on policy developments, art critics, information on regulations, public hearing schedules, issue briefs, notifications, etc.
- Multi-layer communications between the users of the website (dialogue between users on issues).
- Exchanging information on developments on a national or regional level and (re-) publishing of articles from national or regional sources.
- Gathering of opinions on issues, e.g: online polling.

This mapping study is aimed at getting an overview of the existing websites in Europe aimed at the exchange of information and debate on the European project between artists of all art disciplines, cultural workers, practitioners, cultural organisation managers, producers, promoters, researchers, journalists, operators in the cultural area, mentors, teachers, art students, distributors, theatres, museums, cultural heritage organisations, etc and the broader public.

The work carried out will be divided in three different phases:

Phase 1 - Preparation phase

- An overview of all websites set up with the aim of the exchange of information and debate on cultural developments within the Union, that exist in the following countries:

the 27 Member States of the European Union as from January 1st 2007 (Austria, Belgium, Bulgaria, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, the Slovak Republic, Slovenia, Spain, Sweden, United Kingdom); the three EEA/EFTA countries (Iceland, Liechtenstein and Norway);

- a typology of the existing cross-sector websites in the field of culture within the EU;
- an analysis of the roles these websites play for the debate on European culture (in a broad sense), artistic development and the European project;
- the languages in which these websites are available and/ or how the language dimension is tackled by them;
- preparation of the methodology for the survey, including the drafting of questionnaires and the definition of survey tools and planning. In order to reach a higher number of interviewees, the survey will include a mail or Internet-based part and a direct interview one. The oral interviews will be considered as case studies. They should be realised in depth and cover an appropriate range (cf. above).

Phase 2 - Realisation of the survey

Based on the work done in phase 1 and following its approval by the Agency, the contractor will carry out the survey, in accordance with the strict quality criteria and accepted sociological standards of good practice, in particular in relation to confidentiality of data and to the requirements for exploitation and analysis. The contractor must ensure that the primary data resulting from the survey are transferred to the Agency well organised and documented, so as to allow the verification and further analysis if required.

Phase 3 -Analysis and report, according to the specifications set below.

The contractor will give an analysis of any gaps in provision and the scope for complementing them at EU level, including practical recommendations on how to do this, bearing in mind the need to respect the competence of the EU in the cultural area (article 151 of the Treaty) and the principle of subsidiarity.

More specifically, the contractor should provide:

- based on the mapping exercise, recommendations on ways to enhance the use of internet as a means of information exchange and debate on cross-sector issues in the field of culture and artistic expression, bearing in mind the aim set out in the agenda for culture to pursue a structured dialogue with the cultural sector which should provide a framework for the regular exchange of views and best practices, input into the policy-making process, follow-up and evaluation. Attention should also be paid to the question of how to reach out to citizens in the cultural field and to enhance a dialogue on the European project via the use of internet;
- recommendations on how to obtain synergies between the various different potential instruments in this context in the cultural field.

The contractor shall participate in four meetings with the Agency and the Commission: a kick-off meeting after signature of the contract, a meeting to review the results of the first phase and the proposal for the realisation of the survey; a third meeting to review the development and primary results of the survey and any complementary specifications resulting from them; and a fourth and final meeting to discuss the draft final report. The contractor needs to prove that the work will be carried out by staff with considerable experience of surveys and proven knowledge of the European cultural sector, internet and related policy issues.

In this context, the culture sector is taken in the broad sense and, in addition to cultural and artistic activities in the strict sense (performing arts, visual arts, cultural and architectural heritage, literature), also includes the cultural industries, i.e. sectors which combine the creation, production and marketing of goods and services and the distinctive feature of which is the intangibility of their cultural content, which is generally copyright-protected. For the purposes of this study, these industries include printed works and multimedia, the press, cinema production, audiovisual and phonographic production, craft industry, design and cultural tourism.

The contractor must draw on the information on the web already devoted to this subject in the different countries covered by the study (see below) and complement it by all other relevant information in order to provide the requested typology, overview and analyses referred to in this point.

3.3. Personnel requirements

It is recommended that the key expert/experts proposed by the tenderer have all the skills and experience described below. However, it is not necessary that each of the skills and experience described below correspond to a single individual. One expert may have the skills and experience required to cover more than one role in the project. Equally, one role may be divided between two or more experts if the tenderer believes that this will be the most effective way to achieve the desired results. It is recommended that the team proposed by the tenderer has all the skills and experience described below.

- Considerable experience of and credibility in the field of sociological and/or socio-pedagogical surveys highlighting the educational and professional qualifications and indicating relevant similar services provided in the past three years, with the sums, dates and recipients, public or private
- In-depth knowledge of ICT policy issues at European level;
- Experience as a policy advisor or reform / change agent, at institutional, national or European level;
- Good knowledge of the European Union education, training and life long learning policies and of the Lisbon strategy as well as of broader, related developments in these fields at EU and international levels;
- Proven ability to interact with key actors both in government, education and enterprises;
- Proven ability to write sensitive policy-relevant analyses, to study alternative options and suggest recommendations.

3.4. Deliverables

All documents and reports shall be delivered in English in paper (5 bound copies and 1 unbound copy) and in an electronic format that enables the Agency to read and modify the content and to publish it on the Internet. Exchange of advanced copies as well as other non-formal communications shall take place via electronic mail.

The following deliverables are to be provided:

1. A preliminary report shall be delivered within five weeks and an *interim report* shall be submitted within 3 months after the date of signature of the contract by the last of the two parties. (M₀ + 3) The report shall include at least the following:
 - Complete information on progress achieved towards the results specified in section 3.
 - Problems encountered, solutions found or proposed, and impact on future work.
 - Detailed time schedule and methodology for the completion of the work.
 - Any specific point for which the opinion of the steering committee is sought.

2. A draft and *final report* containing the results of the work carried out under phases 1, 2 and 3. It should start with a draft executive summary which synthesizes the main findings, conclusions and recommendations. In a first part, the report should provide the analysis, the conclusions and recommendations. In a second part the background to the study, the methodology, details of the questionnaires, any key data and the results of the internal quality control/assessments should be presented. Use should be made of diagrams and images, where appropriate, to help the reader. Examples of recent studies accepted by the Commission are available at http://ec.europa.eu/education/doc/reports/index_en.html.

Finally, a technical annex will include all raw and primary data as well as any technical information required for their possible verification or further analysis by the Agency/Commission. Non-standard data formats will not be accepted, and, if necessary, the use of proprietary analysis tools must be complemented by a conversion of final results to standard data formats. The draft final report shall be delivered 6 months after the signature of the contract. (M₀ + 6). The final report shall be delivered in hard copy version and electronically within 15 calendar days of receiving the Agency's observations on the draft final report.

3. An *extract* with the overall results, key findings (drivers and enablers), and recommendations in the form of a dissemination tool (brochure or leaflet). (M₀ + 6)
4. A *Power Point presentation* with the key aspects of the study (15/20 slides) together with speaking notes for the Commission to use in various occasions. (M₀ + 6)
5. A *workshop* of one day to be organised by the contractor in the premises of the Commission towards the end of the study (between 35-70 attendants can be expected). The aim is to inform relevant stakeholders about the findings of the study and to collect their views on those findings and more generally on current and future Commission action on the domain. This will require the drafting of a short document summarising the findings and raising issues for discussion at the workshop. The contractor shall also prepare the workshop (agenda, invitations, speakers, etc.) and assist the Commission during the debate. The conclusions from the workshop shall be included in the final report. (M₀ + 6)

The project is scheduled to start in December 2008, but the actual starting date will be the first day following the date on which the contract is signed by the two parties concerned.

The table below gives an overview of the timetable envisaged for the activities:

Timeframe (starting from the date on which the activities commence)	Document to be produced/Action
In the days immediately following the	Contractor to attend a start-up meeting at

date on which the work starts	the Agency in Brussels in order to confirm the overall approach for the study and refine, if need be, the methods to be applied.
Within five weeks	Contractor to produce a preliminary report for submission to the steering group in Brussels.
By the end of the 3d month	Contractor to produce an interim report for submission to the steering group in Brussels.
By the end of the 6th month	Contractor to produce a draft final report , complete with a summary, for submission to the steering group in Brussels.
During the 8th month	Contractor to produce the final report to be sent in hard copy version and electronically within 15 calendar days of receiving the Agency observations on the draft final report.

3.5. Budget

The budget foreseen for this contract shall not exceed 150 000 € This includes all expenses.

4. EVALUATION AND AWARD OF THE CONTRACT

The evaluation will be based on the information provided by the tenderer in the tender submitted in reply to this call for tenders.

In addition, the Agency reserves the right to use any other information from public or specialist sources. All the information will be assessed in the light of the criteria set out in these specifications.

The evaluation will proceed in stages, as described below. Only the tenders meeting the requirements of each stage will pass on to the next stage of the evaluation. The final stage involves the award of the contract.

The stages of the evaluation procedure will be as follows:

- exclusion of tenderers;
- selection of tenderers;
- evaluation of tenders on the basis of the award criteria:
 - technical evaluation,
 - financial evaluation;
- award of the contract.

4.1 Exclusion of tendering parties

Tenderers must certify that they are not in one of the situations referred to in Articles 93 and 94 of the Financial Regulation. To this end, tenderers shall provide a declaration on their honour, duly signed and dated, stating that they are **not** in one of the situations listed below:

- (a) they are bankrupt or being wound up, having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they are guilty of misrepresentation in supplying the information required by the authorising department;
- (f) 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;
- (g) 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.

For joint tenders (consortia), each member of the consortium must submit the required documents. The exclusion criteria will be applied to each of the members of the group individually, and to the group as a whole.

The tenderer to whom the contract is to be awarded must provide, within the time limit stipulated by the contracting authority and preceding the signature of the contract, the evidence confirming the declaration referred to in the first paragraph.

4.2 Selection of tendering parties

4.2.1 Professional capacities

In order to assess the professional capacity of the tenderer, the following information must be supplied:

- company name;
- date of foundation of company;

- copy of articles of association;
- entry in the Register of Companies;
- VAT number;
- company's activities;
- composition of the Board of Directors;
- certificate dated less than 90 days previously, issued by the competent authority of the tenderer's country showing that its situation regarding tax and social security obligations is in order;

In the case of a consortium, all partners must provide the information required.

4.2.2 Commercial and financial standing

In order to assess the financial capacity of the tenderer, the following information must be supplied:

- balance sheets and profit and loss accounts for the two previous years;
- a bank declaration concerning the financial situation.

In the case of a consortium, all partners must provide the information required.

4.2.3 Technical capacity

In order to assess the technical capacity of the tenderer, the following information must be supplied:

Experience, qualifications and professional experience of the candidate's full-time personnel:

- indicate the candidate's total full-time staff numbers;
- list of personnel capable of performing the tasks described in point 3 of this tender specification, stating their experience, skills and knowledge of languages, and enclosing their CVs;
- presentation of other relevant information to illustrate the skills and experience of the personnel available to perform the tasks described in this call for tenders, demonstrating that they possess the technical abilities needed to provide the service as well as the appropriate language skills;

Possession of the necessary skills and at least three years' experience of direct relevance to the activities concerned or provision of the services and products covered by this call for tenders. The Tenderer should provide:

- Examples of other work similar to the services and products covered by this call for tenders, indicating how your firm has carried out the same type of work in the past. If the Tenderer has carried out only part of the work as principal contractor, the Tenderer must specify how the other part was sub-contracted;
- References from your firm's customers;
- A list of the customers for whom you have worked in the last three years.

If sub-contracting: indicate the share that the candidate may intend to subcontract, with the references of the proposed subcontractors and their agreement in writing.

In the case of a consortium, all partners must provide the information required

4.3 Evaluation of tenders

Offers will be evaluated in relation to the following criteria (Article 53 of Directive 2004/18/EC):

4.3.1 Technical evaluation

The Agency will award the contract after comparing the tenders on the basis of the following criteria:

Award Criteria - Qualitative criteria (100 points)

- The relevance and quality of the methodology proposed (with particular attention for the relevance and quality of the sampling) for achieving the results set out in section 3 (50 points);
- Composition of the team, the appropriateness and the quality of the profiles of the key expert(s), according to the requirements set out in section 3.3 above (30 points);
- The appropriateness of the internal quality control/assessment measures of the methodological and implementation procedures (20 points).

Tenders scoring at least 60 out of 100 points and scoring at least 50% of the points available for each criterion will be classified as technically acceptable and will be submitted to financial evaluation.

4.3.2 Financial evaluation

Points will be awarded to the tenders eligible to participate in the financial evaluation on the basis of the following formula:

- 100 points will be awarded to the lowest-priced tender;
- the following formula will be applied to the other tenders: (lowest-price tender/price of the tender in question) x 100.

4.4 Award of the contract

The contract will be awarded to the tender offering the best price/performance ratio:
This will be achieved by multiplying:

- the result of the technical evaluation (number of points) by 0.5;
- the result of the financial evaluation (number of points) by 0.5.

The two results will be added together and the contract will be awarded to the tender obtaining the highest score at the end of this process.

5. GENERAL CONDITIONS FOR THE AWARD OF CONTRACTS

5.1. Contract

The contract shall take the form of a service contract based on the model contract annexed to these specifications, amended and completed on the basis of the selected tender to which the general terms and conditions set out in the enclosed model contract shall apply. The contract shall be signed by the authorised representatives of the Agency and the tenderer.

In the case of a consortium, the contract shall be signed by the leader of the consortium in the name of all the consortium's members. Each member of the consortium must sign a mandate acknowledging the signature of the contract by the consortium leader.

5.2. No obligation to award the contract

Initiation of a tendering procedure imposes no obligation on the Agency to award a contract. The Agency is not liable for any compensation with respect to tendering parties whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

5.3 Annexes

The following documents are annexed to these Specifications and form an integral part of them:

Annex 1: Draft Contract (for information)

Annex 2: Information concerning the Tenderer/Sub-contractor (one copy to be filled in and signed by the Tenderer and one copy for each Sub-contractor)

Annex 3: Price and Estimated Budget Breakdown (to be filled in and signed by the Tenderer)

Annex 4: Certification with respect to the Exclusion Criteria (to be filled and signed by the Tenderer)