

OPEN CALL FOR TENDERS

Reference No EACEA/2007/06

“Study on mobility of cultural workers in Europe”

TENDER SPECIFICATIONS

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**OPEN CALL FOR TENDERS
EACEA 2007/06**

“Study on mobility of cultural workers in Europe”

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 Agency has its own legal identity and is located in Brussels. The Agency wishes to conclude a service contract for a “Study on mobility of cultural workers in Europe”.

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

1.2. Management of the contract

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 duration of **six (6)** months with effect from the date on which it is signed by the last contracting party. The study is scheduled to start in December 2007.

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 shall 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 model contract in 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 clearly identified "Original", two copies marked "Copy 1" and "Copy 2"; "Copy 2" should be unbound, and an electronic copy;
- 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/2007/06
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 no 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 4/43
Ref. EACEA-2007/06

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
Office: BOUR 4/43
Ref. EACEA-2007/06
Avenue du Bourget, 1
B-1140 Brussels (Evere)

no 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 (options 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 pre-financing payment of an amount equal to 30% of the total amount of the contract shall be made.

Interim payment:

30% within 30 days of receipt of the relevant invoice provided the interim report 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) 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 (see point 2.2). 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

Action 3 of the new Culture Programme (2007-2013)¹ provides for Community intervention to support "analyses and the collection and dissemination of information and for activities aimed at maximising the impact of projects in the field of cultural operation in the field of European cultural cooperation and European cultural policy development" (article 4, paragraph 1 (c)).

The annex of the Decision specifies that the "programme shall support the carrying out of studies and analyses in the field of European cultural cooperation and European cultural policy development. The aim of this support shall be to increase the volume and quality of information and data to develop comparative data and analysis on cultural cooperation at European level, particularly with regard to the mobility of creators and cultural players, the circulation of works of art and artistic and cultural products and intercultural dialogue. Studies and analyses contributing to increasing knowledge of the phenomenon of trans European cultural cooperation and to creating favourable conditions for it to flourish may be supported under this strand".

In this context, the present open call for tenders aims to launch a public procurement procedure in order to perform a "Study on mobility of cultural workers in Europe"

This Study would allow a typology of mobility schemes for cultural workers existing at national, regional and local levels in Europe as well as an analysis of the impact and efficiency of these schemes and of potential gaps.

3.1.1 Introduction

Mobility of workers is one of the basic EU freedoms, as celebrated by 2006, the European Year of Workers' mobility. It is also recognized as a critical success factor in European strategies for citizenship and social cohesion in Europe. Better mutual knowledge and understanding, people-to-people contact and exchanges are crucial to raise a sense of belonging to the same "European" community.

In this context, transnational mobility of cultural players is of major importance in helping to make a common "European cultural area" a reality. Indeed, it is fundamental for enlarging the European experience of artistic expressions and for raising awareness and understanding among European citizens of both European cultural diversity and our common cultural heritage. Artists and cultural workers also need to travel beyond borders to extend their scope of activities and meet new audiences; to find new and inspiring sources of inspiration to make their creations evolve; and to exchange experiences and learn from each others.

The general objective of the EU's framework programme for Culture is to enhance the cultural area shared by Europeans with a view to encouraging an active European citizenship. One of its three specific objectives is to promote transnational mobility of cultural players by supporting cooperation projects involving several cultural operators from the different countries participating in the programme.

¹ DECISION N° 1855/2006/EC of the European Parliament and of the Council of 12 December 2006.

Various studies² have highlighted the different barriers to mobility for performing artists. The main structural issues that cultural workers face when working across borders derive from regulatory and practical discrepancies in the areas of taxes, social security, work permits and visas in the EU. Beyond the efforts already devoted to tackle some of these difficulties, many schemes have been developed by Ministries of Culture and/or other public or private organisations in the various EU Member States at national and local levels to enhance transnational mobility in the cultural sector on a European scale. In this context, cultural stakeholders have stressed that improving access to information on such schemes as well as on the social and tax legislations in the MS could be very helpful, in addition to complementing and/or better coordinating the mobility schemes.

The European Commission has recently published a Communication on a European agenda for culture in a globalizing world³ following a wide ranging consultation process involving all stakeholders. This agenda recalls the importance of further promoting the mobility of artists and professionals in the cultural field, not least by mobilising the public and private resources available for culture within the EU.

3.1.2 Definition of mobility in this context

This document deals with the mobility of cultural workers, namely: artists of all disciplines, cultural workers, practitioners, cultural institution managers, producers, promoters, researchers, journalists, operators in the cultural area.... The concept of mobility applies when these individuals travel outside of their country of residence in order to perform, learn, create, cooperate and exchange for professional purposes.

While certain forms of mobility are "stand alone", e.g are based on an individual initiative (like the residence scheme), some other are intrinsically connected to mobility of works and performances, therefore involving a set of different economic actors. Both aspects are relevant for the scope of this study.

To give some concrete examples, "mobility" for an EU cultural worker means being able to take up an employment or a service contract in an EU country other than his/her EU country of residence or to perform as a "posted" worker or self employed worker with an EU live performance or cultural company that is performing in another EU country. Such mobility can be achieved under various arrangements, for example residences or exchanges between cultural institutions.

3.1.3 Definition of culture in this context

Culture in this context 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

² We can mention, among others :

-RICHARD POLACEK, *Study on impediments to mobility in the EU Live Performance Sector and on possible solutions*, 2006 (Mobile Home Project),

-OLIVIER AUDEOUD, *Study on the mobility and free movement of people and products in the cultural sector*, 2002, carried out for the European Commission (Directorate-General for Education and Culture).

³ COM(2007) 242 final.

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

3.2 Purpose of contract - Specific objectives and outcomes to be achieved by the contractor

3.2.1 Purpose of contract

The contractor will carry out a Study on mobility of cultural workers in Europe in order to meet the general and specific objectives as well as secure the outcomes described in points 3.2 and 3.3.

Taking due account of the context described under point 3.1, the Study subject of this open Call for Tenders must provide the European Commission with:

- An overview of all mobility schemes for cultural workers existing at national/regional and local level (objectives, kind of support, target beneficiaries, eligibility conditions, nature of benefit etc) in the 27 Member States of the European Union, the three EEA/EFTA countries, the candidate countries and the countries of the Western Balkans;
- a typology of the existing schemes;
- an analysis of the impact and efficiency of the existing mobility schemes referred to above;
- 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,

and, more generally,

- recommendations on ways to enhance mobility of cultural workers in the EU context of discrepancies in harmonisation of social and tax legislations as mentioned above. Different forms of support shall be envisaged: financial support as well as information on regulations (practical guides) and existing mobility schemes, networking of existing organisations and other forms of support.

3.2.2 Specific objectives and outcomes to be achieved by the contractor

The contractor must draw on the literature already devoted to this subject in the different countries covered by the study (see point 3.3.1.) and complement it by all other relevant information in order to provide the requested overview and analyses referred to in this point.

The contractor will in particular be required to:

- carry out and present a critical review of existing literature (2000-2006) on mobility;
- carry out and present a critical review of existing mobility schemes for cultural workers existing at any level (kind of support, target beneficiaries, eligibility conditions, nature of benefit etc) in the countries mentioned under point 3.3.1;

- summarise and analyse the recommendations already made to enhance mobility in the cultural area (relevance and feasibility);
- propose practical (including in terms of provisions of information on regulations and existing mobility schemes) and financial means of supporting mobility at European level, on the basis of the schemes already in existence and in the context of barriers already identified;
- back up the analysis with relevant case studies based on good practices. In their bid, the tenderers will have to show that the number and relevance of the suggested case studies are appropriate to provide a strong basis in support of the analysis;
- organise a workshop to test draft conclusions with experts identified during the first phase of the research project;
- draw conclusions and make recommendations to be implemented at European, national and regional/local levels.

3.3 Tasks

3.3.1 Geographical area to be covered

The study will cover the 27 Member States of the European Union, the three EEA/EFTA countries (Iceland, Liechtenstein and Norway), the candidate countries: Croatia, FYROM and Turkey, the countries of the Western Balkans (Albania, Bosnia-Herzegovina, Montenegro and Serbia including Kosovo (under United Nations Security Council Resolution 1244). Good examples from other parts of the world, in particular Northern America or Australia, can be presented.

3.3.2 Specific activities

The contractor will be required, for the purposes of the study, to:

- form and direct a team of experts and correspondents covering all the countries covered by the study, and possessing the scientific, academic and technical expertise needed to cater for all the matters examined;
- consult all the literature already devoted to the questions covered by the study in the countries concerned, including any statistical surveys, on the 2000-2006 period;
- collect through interviews or any other means deemed appropriate (case studies, surveys, opinion polls, workshops, etc.) all the information needed to achieve the objectives and outcomes set out in point 3.2;
- analyse the information amassed with a view to achieving the objectives and outcomes set out in point 3.2;
- organise a workshop to test the draft conclusions;
- deliver, within the timeframe specified, the preliminary, interim and final reports mentioned in points 3.5 and 3.6 and submit these reports to the Agency, as well as a power point presentation in +/- 15 slides;

- upon request by the Commission, make a number of presentations of the results of the study to the representatives of Member States and/or to other stakeholders.

It should be noted that all the documents produced as part of this project must mention that it is being financed by the European Commission.

3.4 Requirements

3.4.1 Personnel

The Contracting Authority estimates that between 300 and 500 person-days of work will be required to perform the tasks satisfactorily. The tenderer remains free to propose any allocation of resources which he believes will best achieve the desired results.

Key experts

All experts who have a crucial role in implementing the contract are referred to as key experts. The experts mentioned in the bid will be the experts in charge of the study. They will be backed up by as many experts and consultants as the contractor deems useful to cover the full range of issues and countries to be dealt with in the study. The profile of the key experts for this contract is set out below. The team proposed by the tenderer must possess all the skills and experience described below:

Profile:

- Qualifications and skills

University degree. Excellent project planning and project management skills. Excellent oral and written communications skills. Team building and team management skills. Skilled in literature review and analysis

- Occupational experience

Thorough up-to-date theoretical and practical knowledge of the cultural sector in Europe and in European programmes. Solid experience of conducting similar studies in an international setting. Experience in conducting interviews.

The members of the team must also be capable of providing comparatively broad language coverage.

3.4.2 Facilities to be provided by the contractor

The Contractor must ensure that experts are properly supported and equipped, particularly in terms of administrative, secretarial, translation and interpreting facilities, to enable them to concentrate on their primary responsibilities.

3.5 Methodological remarks

3.5.1 Places of work

Apart from the trips necessary for collecting and analysing data, the contract will be performed on the contractor's premises.

The contractor will meet with the Steering Committee in Brussels for the launch of the study and for the presentation of preliminary, interim and draft final reports.

3.5.2 Timetable

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

Timeframe (starting from the date on which the activities commence)	Document to be produced/Action
In the days immediately following the date on which the work starts	Contractor to attend a start-up meeting with the Steering Committee in Brussels in order to confirm the overall approach for the study and refine, if need be, the methods to be applied.
Five weeks	Contractor to produce a preliminary report for submission to the Steering Committee in Brussels.
By the end of the 3 ^d month	Contractor to produce an interim report for submission to the Steering Committee in Brussels.
By the end of the 6 th month	Contractor to produce a draft final report , complete with a summary, for submission to the Steering Committee in Brussels.
After the 6th month	Contractor to produce the final report to be sent in hard copy version and electronically within 15 calendar days of receiving the Steering Committee's consolidated observations on the draft final report.

3.6 Reports

3.6.1 Preparation and submission of technical reports

Six copies of each report must be submitted to the responsible body (see point 1.2 above) in printed form, and each report must also be sent to the responsible body by e-mail. Electronic files must be in Microsoft ® Word for Windows format.

The reports must all be drafted in English, with an executive summary for the final report in English, French and German applying a style compatible with dissemination to a broad public (excellent language quality) by the European Commission.

The period within which the responsible body will comment on all reports is specified in points 3.6.2 to 3.6.4 below. In the absence of observations from the responsible body within the deadlines specified, the report will be considered to have been approved.

Within 15 days of receiving the responsible body's observations, the contractor must submit the report in definitive form, taking full account of these observations, either by following them precisely, or by explaining clearly why they cannot be followed. If the responsible body still considers the report unacceptable, the contractor will be invited to amend the report until the Agency is satisfied.

3.6.2 Preliminary report

The preliminary report must be drafted in English and submitted within five weeks of the date of entry into force of the contract. The responsible body must communicate its comments on this report within 30 calendar days of receiving it.

The report must include at least:

- a presentation of the main issues of the study and the methods to be used
- a preliminary inventory of existing literature
- an indication of the preliminary outcomes.

3.6.3 Interim technical report

The interim technical report is to be drawn up in English and submitted within three months after the date of entry into force of the contract. The responsible body must communicate its comments on this report within 30 calendar days of receiving it.

The report must include at least:

- comprehensive information on progress so far and activities pursued with a view to achieving the outcomes set out in point 3.2 ;
- problems encountered, solutions found or proposed and their impact on the remaining tasks to be performed ;
- the full results of documentary research conducted, as well as orientations for the next phases ;
- the details of timetable and methods for performing the tasks.

3.6.4 Final technical report

The final technical report – including the study in the strict sense – is to be drawn up in English. The draft of this report is to be presented within 6 months after the date of entry into force of the contract. The responsible body must communicate its comments on this report within 45 calendar days of receiving it.

The report must include at least:

- comprehensive information on all the activities carried out in pursuit of the outcomes set out in point 3.2 ;
- problems encountered, solutions found and their impact on the outcomes achieved ;
- the study in the strict sense (maximum of 100 pages, plus annexes), including :

- a 6-page executive summary, in English, French and German, suitable for putting out to the general public;
- details of the methods used;
- a critical review of existing literature (2000-2006) on mobility in the cultural sector (main trends and leading researchers);
- a summary and analysis of the proposals already made to enhance mobility in the cultural area (relevance and feasibility);
- a critical review of existing mobility schemes for cultural workers existing at any level (kind of support, arrangements to benefit from them etc) in the EU, the EFTA/EEA countries, the candidate countries and the countries of the Western Balkans;
- proposals of practical (for example in terms of information) and financial ways to support mobility at European level, on the basis of the schemes yet existing and in the context of impediments already identified;
- a presentation of relevant case studies built on good practices;
- conclusions and recommendations to be implemented at European, national and regional/local levels;
- a power point presentation in English, summing up the main results and recommendations of the study in +/- 15 pages.

3.7 Budget

The budget foreseen for this contract is contained between EUR 150 000 and 200 000. 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

Tenderers must provide evidence of professional economic, financial, and technical capacity.

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 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*

The Tenderer must comply with the following criteria:

- have a good knowledge of the cultural sector (cultural economy & cultural policies) for all the countries covered by the study or be able to form a team having such a knowledge;
- have an experience in the conducting of similar studies.

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 3.3 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. You 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 you have carried out only part of the work as principal contractor, please 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).

Technical evaluation will be marked on 100 points and financial evaluation on 100 points. The contract will be awarded to the applicant submitting the bid offering the best value for money.

4.3.1 Technical evaluation

- Methodology (50 points),
 - made up of credibility and rigour of the research project (20 points),
 - credibility of data collection techniques (15 points) and
 - credibility of data analysis techniques (15 points).

This criterion will be assessed on the basis of a methodology which the Tenderer must provide, which will set out how the Tenderer intends to achieve the objective and results set out in the Terms of Reference, covering such points as: time schedule, organisation of work, allocation of staff to different tasks, preliminary assessment of likely difficulties and likely results, understanding of the purpose and nature of the tasks to be undertaken.

- Project management (40 points),
 - made up of goodness of fit between the the profile of team members and their assigned tasks as well as appropriate coverage of all the issues included in the Terms of Reference (20 points),
 - clarity of objectives and milestones (10 points),
 - and soundness of resource allocation (10 points).
- The quality of the geographical coverage (10 points).

Tenders scoring at least 65 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.

These provisions must be inserted in 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)