

SEMINARS TO RAISE AWARENESS AMONG JUDGES AND LEGAL PRACTITIONERS ON EC LEGISLATION ON EQUAL TREATMENT BETWEEN WOMEN AND MEN

1. TITLE OF THE CONTRACT

SEMINARS TO RAISE AWARENESS AMONG JUDGES AND LEGAL PRACTITIONERS ON EC LEGISLATION ON EQUAL TREATMENT BETWEEN WOMEN AND MEN¹

2. PROGRESS INTRODUCTION

The Social Agenda (2005-2010) 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.

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 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. PROGRESS mission is to strengthen the EU contribution in support of Member States' commitments and efforts to create more and better jobs and to build a more cohesive society. To that effect, PROGRESS will be instrumental in:

- providing analysis and policy advice on PROGRESS policy areas;
- monitoring and reporting on the implementation of EU legislation and policies in PROGRESS policy areas;
- promoting policy transfer, learning and support among Member States on EU objectives and priorities; and
- relaying the views of the stakeholders and society at large.

¹ Hereafter: EC Equal Treatment Legislation.

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).

The present Call for tenders is issued in the context of the implementation of the 2008 annual plan of work which is consultable at:

http://ec.europa.eu/employment_social/progress/docs_en.htm

3. BACKGROUND

Equality between women and men is a fundamental principle of the European Union.

Provisions in the Treaty:

Article 119 of the Treaty of Rome in 1957 already contained a provision on equal pay for men and women. Since then, a considerable body of law has been developed. With the Treaty of Amsterdam, equal treatment between women and men entered a new phase, giving a significant fillip to primary legislation and the Union's ability to act in this field through the issuing of specific legal bases. The relevant provisions in the EC Treaty are as follows:

- Article 2: this Article recognises equality between women and men as a fundamental principle and one of the objectives and tasks of the Community.
- Article 3(2): this Article provides that the mission of the Community includes the mainstreaming of equality between men and women in all its activities.
- Article 13: this Article empowers the Community to take appropriate action to combat discrimination based on sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation.
- Article 137: this Article empowers the Community to adopt directives in the areas of inter alia equality between men and women with regard to labour market opportunities and treatment in work and working conditions.
- Article 141: this Article provides for the principle of equal pay and empowers the Community to adopt measures to ensure the application of the principle of equal treatment of men and women in matters of employment and occupation, including the principle of equal pay for equal work or work of equal value.

Directives:

To-date, 11 basic, two amending and a recast directive have been adopted. These directives have laid down the legal ground for significant changes in national legislation, attitudes and practices. So far the legislation has brought about new concepts in equality in the Member States with far reaching consequences, such as a prohibition of direct and indirect discrimination, the application of the equal pay principle to occupational social security

schemes and clear provisions on remedies in case of discrimination, to give only a few examples.

- The first equal treatment Directive 75/117/EEC of 10 February 1975 on the approximation of the laws of the Member States relating to the application of the principle of equal pay for men and women deals with equal pay for men and women and clarifies the scope of ex-Art.119 (Art.141 EC).
- Directive 76/207/EEC of 9 February 1976 on the implementation of the principle of equal treatment for men and women as regards access to employment, vocational training and promotion, and working conditions, followed in 1976. These two Directives and Art.141 EC form the most fundamental "acquis" in the area of equal treatment of men and women.
- In 1978, Directive 79/7/EEC of 19 December 1978 on the progressive implementation of the principle of equal treatment for men and women in matters of social security was adopted.
- Seven years later Directive 86/378/EEC of 24 July 1986 on the implementation of the principle of equal treatment for men and women in occupational social security schemes, which complements the previous Directives, was adopted. This Directive was amended in 1996 by Directive 96/97/EC of 20 December 1996 on the implementation of the principle of equal treatment for men and women in occupational social security schemes. This Directive provides for the necessary adaptations to the 1986 Directive to take account of the Court's important Barber judgment.
- In 1986, Directive 86/613/EEC of 11 December 1986 on the application of the principle of equal treatment between men and women engaged in an activity, including agriculture, in a self-employed capacity, and on the protection of self-employed women during pregnancy and motherhood was adopted
- In 1992, Directive 92/85/EEC of 19 October 1992 on the introduction of measures to encourage improvements in the safety and health at work of pregnant workers and workers who have recently given birth or are breastfeeding was adopted. While it addresses primarily the working conditions for pregnant workers and workers who have recently given birth or are breast-feeding, it also includes a statutory right to paid maternity leave of at least 14 weeks.
- In 1996, the framework agreement on parental leave concluded by UNICE, CEEP and the ETUC was adopted as Directive 96/34/EC. The text includes primarily non-transferable leave for parents of at least 3 month, but payment for leave was left to the discretion of national governments.
- In 1997, Directive 97/80/EC of 15 December 1997 on the burden of proof in cases of discrimination based on sex was adopted. This Directive has laid down the ECJ's jurisprudence as a formal act of law. It provides that in cases of discrimination on grounds of sex the complainant only has to establish before a court or other competent authority, facts from which it may be presumed that there has been discrimination, while it is for the respondent to prove that there is no breach of the principle of equal treatment.
- In 2002 the equal treatment in employment Directive 76/207/EEC was substantially amended by Directive 2002/73/EC of 23 September 2002. The main new elements of this Directive are a new definition of indirect discrimination and definitions of harassment and sexual harassment as forms of discrimination. Protection against victimisation and the right of associations to engage on behalf or in support of complainants in judicial or administrative procedures are addressed. Provisions in

relation to bodies for the promotion, analysis, monitoring and support of equal treatment of all persons without discrimination on grounds of sex (equality bodies) and their tasks are included in the Directive. An obligation on Member States to promote social dialogue with a view to fostering equal treatment has been established. Clear provisions on legal remedies and sanctions without prior upper limit are also included in the Directive.

- In 2004, Directive 2004/113/EC of 13 December 2004 implementing the principle of equal treatment between men and women in the access to and supply of goods and services was adopted. This Directive extends, for the first time, Community gender equality legislation to areas outside the field of employment. The deadline for the transposition of this Directive is 21 December 2007.
- Finally, in 2006, Directive 2006/54/EC of the European Parliament and of the Council of 5 June 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (recast) was adopted. This Directive brings together in one instrument six of the existing directives in the area of gender equality (Directives 75/117 – equal pay; 76/207 as amended by Directive 2002/73 – equal treatment in relation to employment and vocational training; 86/378 as amended by Directive 96/97 – equal treatment in occupational social security schemes; and 97/80 – burden of proof), amends certain provisions of the earlier Directives and incorporating the ECJ case-law in this area. This Directive will contribute to legal certainty and clarity by providing a coherent, easily accessible and more easily readable and well structured legal text. The deadline for the transposition of this Directive is 15 August 2008.

Judgments of the European Court of Justice:

The "acquis" on gender equality has also been shaped to a considerable extent and clarified by a large number of judgments from the European Court of Justice. The case-law has been an essential complement to the EC legislation on equal treatment, providing Member States with interpretation of EC law, thus leading to legislative changes in the Member States.

As mentioned in point 2, on 24 October 2006 the European Community adopted a decision establishing a Community Programme for Employment and Social Solidarity - PROGRESS.

The fifth section of the Programme concerns the effective implementation of the principle of gender equality and promotion of its mainstreaming in all EU policies, notably through:

"a) improving the understanding of the situation in relation to gender issues and gender mainstreaming, in particular through analysis and studies and the development of statistics and, where appropriate, indicators, as well as assessing the effectiveness and impact of existing legislation, policies and practices;

(b) supporting the implementation of Community gender equality legislation through effective monitoring, holding seminars for those working in the field and networking amongst specialised equality bodies;

(c) raising awareness, disseminating information and promoting the debate about the key challenges and policy issues in relation to gender equality and gender mainstreaming, among the social partners, NGOs and other stakeholders;

(d) developing the capacity of key European level networks to support and further develop Community policy goals and strategies on gender equality."

In this context, it is necessary to launch a call for tender to provide training for judges, legal practitioners, academics, NGOs in the field of equal treatment between women and men in order to contribute to the practical, effective application of the principles set out in the EC Treaty, EC Directives and ECJ case-law.

4. PARTICIPATION

The participation in this tender 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/EEC, 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.

5. TASKS TO BE CARRIED OUT BY THE CONTRACTOR

The Contractor will prepare, run and evaluate:

- (i) three seminars to train judges, prosecutors and other members of the judiciary with the aim of creating a corps of legal practitioners within the judiciary who are familiar with the European framework on equal treatment between women and men, and who will in turn be able to disseminate the knowledge gained within their professional sectors (1 and a half to two days for 40 to 50 participants);
- (ii) two seminars aimed at disseminating information and raising awareness of other interested legal practitioners, for example, from trade unions or employers' associations, NGOs, labour inspectorates and Equality Bodies, and who will in turn be able to disseminate the knowledge gained within their professional sectors (1 and a half or two days for 40-50 participants);
- (iii) one seminar for university professors and law lecturers on the EC Equal Treatment Legislation. The participants should be high level and from relevant fields, such as labour law, human rights law, European law, social law, constitutional law etc, and

who will in turn be able to disseminate the knowledge gained within their professional sectors (1 and a half days, 40-50 participants).

The programme of each seminar should cover the main areas of the EC Equal Treatment Legislation but be targeted to the specific audience (judges, lawyers or teachers). Each seminar will include at least one practical case study for the participants. The contractor shall decide the linguistic regime for each seminar, with at least English, French, Spanish and German covered during the year. Once the detailed programme for each seminar has been drawn up (exact topics to be covered, speakers to be invited, linguistic regime) it should be agreed with the Commission.

The contractor will select participants for the seminars on the basis of the relevance of the seminars to their professional life, and their ability to disseminate what they have learnt when they return to their professional life ("multiplier" effect). In addition, the contractor will try to achieve geographical and linguistic balance among the participants in the seminars.

The speakers' interventions will be published electronically, and in agreement with the Commission, up to 10 interventions per year will be translated and made available in, at least, English, French, German and Spanish.

The overall aim of the seminars is to raise awareness and aid the dissemination of information on the EC Equal Treatment Legislation amongst judges, other members of the judiciary, and interested legal practitioners in the EU, and in those candidate countries and EEA/EFTA countries which have decided to participate in the PROGRESS programme. The immediate objectives of the seminars will be as follows:

- to raise awareness of the participants of the key principles of EC Equal Treatment Legislation;
- to enable participants to understand the concepts;
- to discuss with participants the problems that may arise in the interpretation of specific provisions in the light of hypothetical and actual cases.

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

- (1) The contractor shall work in close contact with the Commission, which will guide and monitor the quality of work and compliance with deadlines.
- (2) The contractor shall appoint one coordinator who will act as a single contact point for the Commission on all tasks, unless agreed otherwise for specific purposes.
- (3) The contractor shall ensure that any subcontractor performs the work to a satisfactory standard. The contractor will remain responsible for any work performed by subcontractors and for their compliance with the deadlines agreed by the Commission. Subcontracting must be authorised by the Commission in accordance with Art.II.13. of the Standard Contract. Sub-contractors included in the tender are deemed to be authorised by the Commission if the contract is awarded.
- (4) The contractor will be responsible for all practical aspects of organising the seminars:
 - fixing the dates and location (in agreement with the Commission);

- sending out the invitations together with the schedule at least six weeks before the seminar and also the other appropriate documents (possibly subsequently);
 - practical arrangements (seminar rooms, interpretation, hotel and restaurant reservations);
 - registration of participants and administration of their travel and subsistence expenses.
- (5) The contractor will prepare an evaluation of each seminar, to be sent to the Commission within 2 months of the seminar.
- (6) 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:
- Gender equality issues are taken into account when relevant for the drafting of the technical offer by paying attention to the situation and needs of women and men;
 - Implementation of the requested tasks includes a gender perspective by considering systematically women and men dimension;
 - Performance monitoring includes the collection and gathering of data disaggregated by sex when needed.
 - Its proposed team and/or staff respects the gender balance at all levels.
- (7) 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 or conferences, issues publications or develops dedicated websites, people with disabilities have equal access to the facilities or the services provided.
- (8) 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.
- (9) 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.

The participation of candidate or pre-candidate countries in the activities concerned by this call for tender is possible if a Memorandum of Understanding providing for their participation in the PROGRESS Programme is signed between each one of those countries and the European Union.

6. PROFESSIONAL QUALIFICATIONS REQUIRED

For details see Annex IV of the draft contract, CVs and classification of experts.

The successful organisation will be selected on the basis of its financial and economic standing and its technical resources which will be assessed on the basis of the documents requested under point 13.

The tenderer’s technical resources will be assessed on the basis of the proven ability to carry out all the content related and administrative tasks necessary for the organisation and management of these European seminars.

7. TIME SCHEDULE AND REPORTING

The duration of the contract will be for 12 months from the entry into force of the contract, with the possibility of renewing it up to three times, with the agreement of both parties.

For details see Article 1.2 of the draft contract.

8 weeks after signature of the contract	Inception note
6 months after signature of the contract	Interim report
12 months after signature of the contract	Final Report

- 1. An Inception note** describing progress since signature shall be submitted to the Commission for approval 8 weeks after the contract comes into effect.
- 2. A Interim report**
6 months after the signature of the contract, an interim report has to be submitted to the European Commission, summarising the progress achieved since the incentive note and detailing the remaining foreseen future activities until the completion of the contract. This report should be not longer than 10 pages.
- 3. A Final report**
The final report will summarise the methodology and main findings of the above mentioned activities and come up with recommendations. The maximum length of the final text should be not more than 50 pages, including up to 5 pages of executive summary. The contractor should submit the text in English, French and German. The text should be provided to the European Commission in Word and charts in Excel.

PROGRESS will be implemented through a results-based management - RBM. Managing for outcomes and results is about working to maximise results for European citizens. This includes:

- Identifying the most important results for European citizens;
- Managing for these results, including setting clear desired results, implementing plans based upon these results and learning about ‘what works’ in the process;
- Seizing opportunities to work together whenever this helps achieve the results.

As a first step, a Strategic Framework for the implementation of PROGRESS has been developed in collaboration with Member states and organisations from the civil society. The Strategic Framework provides the framework for implementing PROGRESS, complemented by the Performance Measurement, which defines PROGRESS mandate, its long-term and specific outcomes. See in the Annex attached to the specifications the overview of

PROGRESS performance measurement framework. For more information on the strategic framework, please visit PROGRESS website.

The Commission will in that context monitors the effect of PROGRESS supported or commissioned initiatives and considers how these initiatives contributes to PROGRESS outcomes as defined in the Strategic Framework. In that context, the Contractor will be asked to loyally work in close cooperation with the Commission and/or persons authorised by it to define their expected contributions and the set of performance measures against which their contribution will be assessed. The Contractor will be asked to collect and report on its own performance on a regular basis to the Commission and/or persons authorised by it. In addition, the Contractor will make available to the Commission and/or persons authorised by it all documents or information that will allow PROGRESS performance measurement to be successfully completed and to give them the rights of access.

8. PUBLICITY AND INFORMATION REQUIREMENTS

1. As a matter of principle, with a view to favouring valorisation by the European Commission of all results obtained and outputs delivered under PROGRESS programme, the Contractor will be required to provide - either upon specific request or in any event with the final activity report - for each of the tasks required under the present Call the following:

- 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.
- And an executive summary in 5/6 pages in English, French and German unless otherwise more precisely described in the section "tasks to be carried out".

2. 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 for under the European Community Programme for Employment and Social Solidarity (2007-2013). This programme is managed by the Directorate-General for Employment, social affairs and equal opportunities of the European Commission. It 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.

PROGRESS mission is to strengthen the EU contribution in support of Member States' commitments and efforts to create more and better jobs and to build a more cohesive society. To that effect, PROGRESS will be instrumental in:

- *providing analysis and policy advice on PROGRESS policy areas;*
- *monitoring and reporting on the implementation of EU legislation and policies in PROGRESS policy areas;*
- *promoting policy transfer, learning and support among Member States on EU objectives and priorities; and*
- *relaying the views of the stakeholders and society at large*

For more information see:

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

For publications it is also necessary to include the following reference: "The information contained in this publication does not necessarily reflect the position or opinion of the European Commission".

With regard to publication and any communication plan linked to the present service, the Contractor will insert the European Union logo, and if any another 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 convention.

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".

Payments will be made at intervals throughout the contract period as a function of the progress made, the reports submitted and the quality of the work undertaken:

- 8 weeks after signature of the contract the Contractor can submit to the Commission a formal request for a first interim payment accompanied by an inception note describing progress since signature of the contract and the relevant invoices covering actual costs. Acceptance by the Commission of the inception note is a precondition for payment. The total amount of this first payment cannot exceed 20% of the total amount specified under Part A.
- At the earliest 6 months after signature of the contract the Contractor can submit to the Commission a formal request for a second interim payment. This request needs to be accompanied by an interim report and the relevant invoices covering actual costs. Acceptance by the Commission of the interim report is a precondition for payment.

The Commission shall have 60 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 shall be made.

The total accumulated amount of these interim payments cannot exceed 60% of the total amount specified in Part A.

- At the latest 12 months after signature of the contract, a final payment covering the balance due, payable upon written request, submitted along with the final technical report and final invoice, after acceptance of the final report.

The Commission shall have 60 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 point 10 shall be made.

In particular, as mentioned in the section on "guide on how the tasks are to be carried out", the Contractor is required to explain in its final activity report its achievements in meeting the described equal opportunities provisions.

10. PRICE

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 **maximum** amount available for this contract is **€ 650.000/year** (renewable up to three times). Tenderers should note that any bid exceeding this limit will not be considered. The total price is Part A+ Part B.

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 to include:

For each task described under point 5, the tenderer must specify:

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
- Travel and subsistence expenses, as necessary (but not the reimbursable expenses referred to below)
- Translation costs
- Conference and symposium costs; these costs must be detailed (coordination, accommodation, travel, conference room, interpreters, etc.)
- Deliverables (support material for SMEs, reports)

Part B: Reimbursable expenses

- Travel and subsistence expenses relating to meetings requested by the European Commission between it and the contractor (two - four meetings during the contract period)

Total price = Part A + Part B

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 contract². However, a grouping of economic operators must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. The documents required and listed in the following points 12 and 13 must be supplied by every member of the grouping.

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

12. EXCLUSION CRITERIA AND SUPPORTING DOCUMENTS

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

Those articles are as follows:

"Article 93:

Applicants or tenderers shall be excluded if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- 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;

² 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.

- 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) they are currently subject to an administrative penalty referred to in Article 96(1)³.

(...)

Article 94:

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

- a) are subject to a conflict of interest;
- b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;(..."

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

³ "Article 96(1): The contracting authority may impose administrative or financial penalties on the following:

(a) candidates or tenderers in the cases referred to in point (b) of Article 94;

(b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

(...)"

and/or physical persons, including, where considered necessary by the awarding authority, company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

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

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

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

13. SELECTION CRITERIA

The candidates will be selected on the basis of their financial and economic capacity and their professional and technical capacity. Tenders may be submitted by all types of natural persons or legal entities.

(1) **Economic and financial capacity** to carry out the tasks set out in the tender specification must be demonstrated as follows:

- a) the tenderer (or all partners of the groupings of service providers/suppliers together) must provide proof of turnover in the last financial year for which accounts have been closed at least equivalent, to 75 % of the proposed price of the contract;
- b) balance sheets from the last two financial years that have been closed, where publication of the balance sheets is required under company law in the country in which the service provider is established; in the case of tenders from groupings of service providers/suppliers, this certificate must be provided by each member of the groupings of service providers/suppliers;
- c) a statement of the undertaking's turnover in respect of the services to which the contract relates for the previous two financial years; in the case of tenders from groupings of service providers/suppliers, this certificate must be provided by each member of the groupings of service providers/suppliers;
- d) a bank declaration providing evidence of good financial standing; in the case of tenders from groupings of service providers/suppliers, this declaration must be provided by each member of the groupings of service providers/suppliers;

(2) **Professional and technical capacity**

- a) The tenderer's technical resources will be assessed on the basis of the proven ability to carry out all the content related and administrative tasks necessary for the organisation and management of these European seminars. The tenderer must:

- be a continuing education institution;
- have at least ten years' experience in providing training to civil servants, judges, lawyers and legal practitioners on EU legal issues;
- put forward a training manager with sound experience of organising this type of training;
- have the necessary interpreting capacity to provide the training effectively to participants from all participating countries.
- have the proven ability to call on the necessary expertise to cover all countries concerned by the contract and all the EC Directives on equal treatment between women and men, as well as the relevant parts of the EC Treaty.
- have sufficient knowledge of languages to facilitate communication with the Commission and the experts and, in particular, ability to draw up reports in one of these languages.

b) Means of proof required:

Technical and professional capacity of economic operators to undertake the analysis described above shall be evaluated and verified as follows:

- a list of coordinators and experts to be used for performance of services requested, together with their CVs and qualifications,
- works and/or articles published, enough for enabling to assess the language knowledge (for that purpose bibliographical references only for published work and articles will be deemed unsatisfactory),
- a declaration by the applicant certifying the competence of the team to carry out the services,
- firm commitments of involvement in the project signed and dated from external persons to the firm.

In the case of tenders from groupings of service providers/suppliers : clear identification of the contractor who will also be responsible for signing the contract, and written confirmation from each member of the grouping of service providers/suppliers that they would be ready and willing to participate in the execution of the contract, and briefly describing their role(s).

Tenderers considered by the European Commission not to meet the above-mentioned requirements will be eliminated without further assessment.

14. AWARD CRITERIA

The contract will be awarded to the tenderer whose offer represents the best value for money, taking account of the criteria listed below as well as of the price proposed.

1 - Quality of the offer

1. The quality of the understanding of the nature of the assignment, its context and the results to be achieved **(20%)**.

2. The qualitative value of the offer (**50%**), including in particular the presentation of the overall working method and the capacity to liaise and cooperate with all the relevant stakeholders, as well as to:
 - define good quality training;
 - identify and select the potential participants, taking account of their capacity to act as multipliers in their Member States;
 - provide feedback and assessment for the seminar;
 - ensure wide and effective dissemination of the information beyond the specific groups of trainees involved.
3. Work organisation (**30%**), in particular of the administrative and logistical tasks involved (including the organisation of the seminars) and the feasibility of the time schedule given; this criteria also includes clarity and coherence of the work programme and structure of the whole team with regard to the identification and distribution of tasks.

2 - The Price

The contract will not be awarded to any bid that receives less than 70% in the award criteria.

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

15. CONTENT AND PRESENTATION OF BIDS

Content of bids

Tenders must include:

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

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 9, 10, 11 and 12 above).

They must be clear and concise.

They must be signed by the legal representative.

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

16. ADDITIONAL PROVISIONS

- 1) Fulfilment of adjudication or invitation to tender procedure shall not involve the Commission in any obligation to award the contract.
- 2) The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be liable in the event of its deciding not to award the contract.
- 3) Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- 4) No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- 5) All documents submitted by tenderers will become property of the European Commission.

OVERVIEW OF PROGRESS PERFORMANCE MEASUREMENT FRAMEWORK

PROGRESS Ultimate Outcome

Member States implement laws, policies and practices in a manner that contributes to the desired outcomes of the Social Agenda

PROGRESS works toward its ultimate outcome by helping strengthen the EU's support for Member States' efforts to create more and better jobs and to build a more cohesive society. PROGRESS seeks to contribute to (i) an **effective legal regime** in the EU in relation to the Social Agenda; (ii) **shared understanding** across the EU with regard to Social Agenda objectives; and (iii) **strong partnerships** working toward Social Agenda objectives.

In operational terms, support provided by PROGRESS facilitates (i) provision of analysis and policy advice; (ii) monitoring and reporting on the implementation of EU legislation and policies; (iii) policy transfer, learning and support among Member States; and (iv) relaying to decision-makers the views of the stakeholders and society at large.

Legal Regime

Outcome:

Compliance in Member States with EU law related to PROGRESS areas.

Performance Indicators

1. Transposition rate of EU law on matters related to PROGRESS policy areas
2. Effectiveness of application in Member States of EU law on matters related to PROGRESS policy areas.
3. EU policies and legislation are grounded in thorough analysis of situation and responsive to conditions, needs and expectations in Member States in PROGRESS areas
4. Extent to which PROGRESS-supported policy advice feeds into the development and implementation of EU legislation and policies
5. Cross-cutting issues are addressed in PROGRESS policy sections
6. EU policies and legislation display a common underlying logic of intervention in relation to PROGRESS issues
7. Gender mainstreaming is systematically promoted in PROGRESS

Shared Understanding

Outcome:

Shared understanding and ownership among policy/decision-makers and stakeholders in Member States, and the Commission, of objectives related to PROGRESS policy areas.

Performance Indicators

1. Attitudes of decision-makers, key stakeholders and general public regarding EU objectives in PROGRESS policy areas
2. Extent to which national policy discourses or priorities reflect EU objectives
3. Extent to which principles of good governance (including minimum standards on consultation) are respected in policy debate
4. Extent to which the outcomes of policy debates feed into the development of EU law and policy.
5. Greater awareness of policy-and decision-makers, social partners, NGOs, networks regarding their rights/obligations in relation to PROGRESS policy areas
6. Greater awareness of policy-and decision-makers, social partners, NGOs, networks regarding EU objectives and policies in relation to PROGRESS policy areas

Strong Partnerships

Outcome:

Effective partnerships with national and pan-European stakeholders in support of outcomes related to PROGRESS policy areas.

Performance Indicators

1. Existence of common ground/consensus among policy and decision-makers and stakeholders on EU objectives and policies
2. Identification and involvement by the EU of key actors in a position to exert influence or change at EU and national levels
3. Effectiveness of partnerships in relation to outcomes related to PROGRESS policy areas.
4. Number of individuals served or reached by networks supported by PROGRESS.
5. Extent to which advocacy skills of PROGRESS-supported networks have improved
6. Satisfaction of EU and national authorities with the contribution of networks
7. Extent to which PROGRESS-supported networks take a cross-cutting approach