

### **1. Title of the contract**

"Job mobility in the European Union: optimising its social and economic benefits"

### **2. Background**

One of the founding principles of the European Union is the freedom of movement of workers (Article 39 of the Treaty establishing the European Community). It goes hand in hand with the promotion of economic and social progress, a high level of employment and the achievement of sustainable development. It is essential for the creation of an area without internal frontiers, and for the strengthening of economic and social cohesion and active citizenship.

The Integrated Guidelines for Growth and Employment (2005-2008) and in particular Guideline n° 20 calls upon Member States to "improve matching of labour market needs through the modernisation and strengthening of labour market institutions, notably employment services, also with a view to ensuring greater transparency of employment and training opportunities at national and European level; removing obstacles to mobility for workers across Europe within the framework of the EU Treaties; better anticipation of skill needs, labour shortages and bottlenecks". Mobility of workers within the EU is key and should be fully ensured within the context of the EU Treaties.

Greater labour force mobility between jobs (job mobility proper) and with respect to occupations and career advancement will help the European economy and labour force to adapt to changing circumstances more smoothly and efficiently, and to respond to the challenges brought about by an increasingly competitive global economy and the social and labour market effects of demographic ageing.

The countries of the European Union, along with other economies in the world, are facing mounting pressure to respond to the challenges of globalisation and increased competition from newly industrialising markets. Worker mobility should play an important role in meeting people's desire for better living and working conditions and businesses' demands for rapid labour force adjustment to new and changing skills requirements.

The Commission decided to designate 2006 as the European Year of Workers' Mobility, with a subtitle "Towards a European Labour Market", consisting of a co-ordinated series of events, studies and exchange of good practice in order to raise public awareness about the challenges and benefits of worker mobility, throughout their career. For further details see footnote<sup>1</sup>. It is in this perspective that a study will be launched on optimising the economic and social benefits of job mobility in the European Union. One aim of the study is to promote the exchange of information on this issue between the 25 Member States of the EU.

### **3. Subject of the contract**

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<sup>1</sup> [http://ec.europa.eu/employment\\_social/workersmobility\\_2006/index.cfm?language=EN](http://ec.europa.eu/employment_social/workersmobility_2006/index.cfm?language=EN)

The study will focus on job mobility in the EU (but with comparison to appropriate other countries where possible), in relation to mobility with the same employer (e.g. career advancement), occupational mobility, and job mobility proper (change of employer).

Results will allow assessing in a comparative perspective the degree of flexibility in European labour markets and the extent to which it is matched to security in terms of remaining and progressing in the labour market. The outcome of the study should help to identify ways to improve job mobility both in economic and social terms.

#### **4. Participation**

Please note that:

The competition is open to any physical person or legal entity coming within the scope of the Treaties and any other physical person or legal entity from a third country which has concluded with the Communities a specific agreement in the area of public contracts, under the conditions provided for in that agreement.

Where the Multilateral Agreement on Public Contracts concluded within the framework of the WTO applies, the contracts are also open to nationals of States that have ratified this Agreement, under the conditions provided for therein. It should be noted that research and development services, which come under category 8 of Annex II A of Directive 2004/18/CE, are not covered by this Agreement.

In practice, the participation of applicants from third countries that have concluded a bilateral or multilateral agreement with the Communities in the area of public contracts must be allowed, under the conditions provided for in that agreement. Bids submitted by applicants from third countries that have not concluded such an agreement may be accepted, but may also be rejected.

#### **5. Tasks to be carried out by the contractor**

The study should have the following features:

##### **5.1 Description of the tasks**

The study should first establish an empirical basis for examining job mobility in Europe and certain other countries for comparison (e.g. the USA).

This should draw on recent work on job mobility commissioned by the Commission and other empirical work on the issue (e.g. forthcoming "Employment in Europe 2006", Study by the University of Florence on "Empirical evidence on job and geographical mobility in the European Union", Special Eurobarometer survey on geographical and labour market mobility from September 2005, and other relevant mobility research).

This study should also explore available and relevant data and figures on job mobility giving priority to harmonised European and international data sets (such as Eurostat data – e.g. Labour Force Survey, European Community Household Panel, SILC– and OECD – e.g. SOPEMI). Should these sources present important gaps, these shortcomings will have to be addressed by various national data sources, including administrative data.

Based on this empirical basis, a presentation of the statistical evidence on the extent of job mobility, both with the same employer or with different employers needs to be provided. In particular:

- Job-to-job mobility disaggregated by: country, age group, gender, level of educational/vocational qualifications, type and duration of contract, economic sector, occupation, firm size.
- Job tenure: average job tenure by country, age group, gender, level of educational/vocational qualification, type of contract, economic sector, occupation, firm size.
- Job mobility with the same employer, disaggregated by: country, age group, gender, level of educational/vocational qualification, type of contract, economic sector, occupation (including career advancement/promotion and change in tasks, roles or functions), firm size.

Building on this updated empirical basis and presentation of the data, the study should examine ways to assess how much mobility is desirable for European labour markets, both from an economic and social point of view, and how much labour mobility can be achieved in practice. A key question in this

respect is: How can one optimise job mobility in economic and social terms, taking into account both benefits (e.g. better functioning of labour markets, better job matches) and challenges (e.g. insecurity, retaining qualified personnel, social cohesion)? The study should also assess to what extent present national and European legislation and policies have already helped to optimise job mobility and should identify the relevant legal, administrative and practical barriers to mobility.

Related to the question of 'optimal' mobility levels, the study should include a comparison of mobility trends and structures (including legislative frameworks) between selected EU countries and certain other countries, e.g. the U.S.

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

The first objective of this study is to present both a comprehensive and at the same time concise picture of the extent of job mobility in the European Union (and other similarly advanced economies), its evolution over time and of the characteristics of individuals affected by mobility – with the overall population as benchmark. All relevant survey and administrative data should be summarised to present a descriptive analysis of mobility in the EU.

The second objective is to investigate how job mobility in the European Union can be optimised. A clear methodology on how to address this aspect, including the measures to be used needs to be developed and presented. This requires a look at current and future needs of European labour markets in terms of job mobility, an assessment of current barriers to job mobility and identifying ways to foster mobility. This should take into account the present policy discussion on Flexicurity.

In parallel to this study a study on geographical mobility will be carried out and relevant links between job mobility and geographical mobility should be taken into account.

A Commission Steering Committee will be established to guide the contractor during the execution of the project.

## **6. Professional qualifications required**

See Annex IV of the draft contract, experts' CVs.

## **7. Time schedule and reporting**

See Article I.2. of the draft contract.

The full duration of the contract will be 15 months, from the date of the contract signature.

The contractor is required to deliver an **inception report** within **three months** from the signature of the contract. This report will consist of the following elements:

- As survey of existing empirical research on job mobility in the European Union
- Presentation of a refined and fully operational methodology and analytical framework for establishing the empirical basis of the study and for assessing the role of job mobility and mobility policies with respect to labour market outcomes and the social effects.
- Detailed work schedule for the remaining 9 month period

The contractor is required to present an **intermediate report** after **five months** from the signature of the contract, as follows:

- Summary of the work progress
- Presentation of the data and empirical basis of the report
- Draft analytical presentation and preliminary findings on the assessment of job mobility and mobility policies
- Work programme for the remaining period

A **draft final report** after **10 months** from the signature of the contract, in the form of a revised and amended version of the intermediate report.

A **final report** in English of maximum 100 pages + data annexes accompanied by an executive summary of maximum 10 pages in English, French and German should be submitted within **12 months** of the signature of the contract. Output needs to be provided on electronic supports, such as CDs - tables and graphs in Excel format and report in Word format - and 5 paper copies.

Primary data sources should be made available upon request for quality checks.

The contractor will be requested to present the results of the study at an event in Brussels to be organised by the Commission services.

## **8. 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 under the Contract shall be made in accordance with Article II.4 of the standard contract. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default of negligence on the part of the Contractor.

### **I.4.1. Pre-financing**

Following signature of the Contract by the last contracting party, within 30 days of the receipt by the Commission of a request for pre-financing with a relevant invoice, a pre-financing payment equal to 30% of the total amount referred to in Article I.3.1 shall be made.

### **I.4.2. Interim payment**

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

- an interim technical report in accordance with the instructions laid down in Annex I,
  - the relevant invoices,
  - statements of reimbursable expenses in accordance with Article II.7,
- provided the report has been approved by the Commission.

The Commission shall have 45 days from receipt to approve or reject the report, and the Contractor shall have 30 days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by the Commission, an interim payment corresponding to the relevant invoices, up to maximum 40% of the total amount referred to in Article I.3.1, shall be made.

### **I.4.3. Payment of the balance**

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

- the final technical report in accordance with the instructions laid down in Annex I,
  - the relevant invoices,
  - statements of reimbursable expenses in accordance with Article II.7,
- provided the report has been approved by the Commission.

The Commission shall have 45 days from receipt to approve or reject the report, and the Contractor shall have 30 days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by the Commission, payment of the balance of the total amount referred to in Article I.3.1 shall be made.

## 9. Prices

The total price of the offer will not exceed € 250,000.00 (euro two hundred and fifty thousand).

The price must be stated in EUR(€), net of VAT<sup>2</sup> (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.

- 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.
- Expenditure other than for fees and direct costs, such as estimated travel and subsistence expenses, must be indicated separately and is reimbursable on receipt by the Commission of **original** supporting documentation, to include receipted invoices, travel documents including tickets, boarding passes, etc.

### Part A: Professional fees and direct costs

Fees, expressed as the number of person-days multiplied by the unit price per working day for each expert proposed. The unit price should cover the experts' fees and administrative expenditure, but not the reimbursable expenses referred to below.

Any translation expenses.

Other direct costs (to be specified if any)

### Part B: Reimbursable expenses

See annex III.2.2.1 of the contract.

Travel expenses (other than local transport costs)<sup>3</sup>

Subsistence expenses of the Contractor and his staff (covering the expenditure incurred by experts on short-term trips outside their normal place of work)<sup>4</sup>

Expenses for the shipment of equipment or unaccompanied luggage, directly connected with performance of the tasks specified in Article I.1 of this Contract

Total price = Part A + Part B= €250,000.00 maximum

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<sup>2</sup> Including all other taxes and/or duties that the contractor might have to pay according to the fiscal legislation of the relevant country, as stated in the Protocol on Privileges and Immunities .

<sup>3</sup> Travel expenses will be reimbursed, where appropriate, on the basis of the shortest itinerary on production of original supporting documents, including receipts and used tickets, within the following limits (see Article II.7 "Reimbursements" of the draft contract):

travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;

travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;

travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;

travel outside Community territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

<sup>4</sup> Agreed per diem rates are to be used for each Member State (see Annex III.2.2.1 of the contract).

## **10. Composition of a partnership or consortium**

If a partnership or consortium is envisaged, its composition should be specified, and the criteria listed under point 12 should be detailed for each individual member of the partnership. In addition, one of the consortium or partnership members must be designated lead contractor and will assume full responsibility towards the Commission as regards both this bid and the future contract, if awarded.

## **11. Exclusion criteria and supporting documents**

### ***Governed by***

Article 93 of the Financial Regulations

1. Applicants or tenderers shall be excluded if:
  - a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
  - c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
  - d) they have not fulfilled their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
  - e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
  - f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.
2. Applicants or tenderers must certify that they are not in any of the situations listed in paragraph 1 above.

Article 134 of the Implementation Arrangements – Supporting documents

1. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in one of the situations described in points (a), (b) or (e) of Article 93 of the Financial Regulations, production of a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that these requirements are met.
2. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 93 of the Financial Regulations, a recent certificate issued by the competent authority of the State concerned.  
Where no such document or certificate is issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.
3. Depending on the national legislation of the country in which the tenderer or applicant is established, the documents referred to in paragraphs 1 and 2 above shall relate to legal entities and/or physical persons, including, where considered necessary by the awarding authority, company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

Article 94 of the Financial Regulations

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 contract procedure or fail to supply this information.

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 bidders.

**Any bid not including the supporting documents provided for in this Annex will be excluded.**

**A written self-declaration by the candidate that he is not in the situation described by article 93 § 1. a), b), d) and e) (see above) will not be accepted by DG Employment.**

## **12. Selection criteria**

### **a) Economic and financial capacity:**

In order for the Commission to determine the sound economic and financial capacity of an undertaking to execute this contract, the following must be provided:

(a) the tenderer must provide proof of turnover in the last financial year at least equivalent to 200% of the proposed price of the contract (=€500,000);

(b) balance sheets from the last three financial years, 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 consortia, this certificate must be provided by each member of the consortium;

(c) a statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous three financial years; in the case of tenders from consortia, this certificate must be provided by each member of the consortium;

(d) a bank declaration providing evidence of good financial standing; in the case of tenders from consortia, this declaration must be provided by each member of the consortium.

### **b) Technical capacity:**

Educational and professional qualifications of the service provider will be substantiated by providing

- Detailed CV's of all members of the study team responsible for providing the service,
- A list of principal services or studies provided in the relevant policy domain over the past 3 years,
- Solid experience of analysis in the field concerned, including the theoretical and empirical aspects, as attested by the CVs and related documentation of the experts proposed;
- Good experience in the specific field of the study, as attested by the CVs and related documentation of the experts proposed;
- Language skills sufficient to execute the tasks efficiently. The contractor or consortium should demonstrate solid linguistic capability covering at least the three working languages of the Commission (English, German, French) and should ensure that the project contains provision for interpretation and translation if this is considered necessary by the contractor;
- A list of co-ordinators and experts to be used for the study, together with their CVs and qualifications and professional capacities;
- A declaration by the co-ordinator certifying the competence of the team to carry out the project study, including professional and linguistic capabilities;
- In the case of tenders from consortia: clear identification of the co-ordinator of the work who will also be responsible for signing the contract, and written confirmation from each member of the consortium that they would be ready and willing to participate in the project, and describing their role.

### 13. Award criteria

The contract will be awarded to the bid offering the best price/quality ratio, taking account of the following criteria:

#### **a) the quality of the proposal** **sub total of 40%**

- Demonstration that the nature of the study, the context, and the results to be achieved, have been fully understood (15%);
- Frame of reference, fields covered (15%).
- Clarity and coherence of the workplan: organisation of work, distribution of staff competencies, clarity of presentation of the workplan (10%).

#### **b) the methodological approach proposed** **sub total of 60%**

- Description of the data sources to be used, with descriptions of its shortcomings and presentation of how these limitations will be addressed (10%).
- Detailed descriptions of the key figures that will be presented with the respective data sources for all Member States (10%).
- Methods for processing information and interpretation of the quantitative information (10%)
- Description of the methodology envisaged for analysing and assessing European labour markets and policies with respect to job mobility and its optimisation; (30 %).

Please note that 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. The contract will be awarded to the bid with the best price/quality ratio.

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

### 14. Content and presentation of bids

#### **14.1 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 12 and 13 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.

#### **14.2 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. **Unsigned bids will be rejected.**

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