



EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Social Protection and Integration

Service Contract

Contract title **Peer review in social protection and social inclusion and assessment in social inclusion**

Contract reference No **VC/2007/0081**

The above title and reference No **must** be quoted in **all** correspondence with the Commission.

Contractor
.....

Other administrative information

Department **DG EMPL/E/2**

Prior information O.J. ref. No of notice publication: 2007/S59-071943 of 24/03/07

Call for tender DG EMPL ref. No: VT/2007/015 of

Tender information O.J. ref. No of notice publication:

EPIC Record No:/.../.....

Service category No: A11

Other accounting information

Commitment No **SI2.**

This commitment No **must** be quoted in correspondence relating to **invoices / payments.**

Type of Contract V/SE/SEC02

The European Community (hereinafter referred to as “**the Community**”),
represented by the Commission of the European Communities (hereinafter referred to as “**the Commission**”),
which is represented for the purposes of the signature of this Contract by Jerome VIGNON,
Director - EMPL/E, Employment, Social Affairs and Equal Opportunities DG,

on the one part,

AND

.....(*official name in full*),
registered legal form:,
statutory registration number:,
official address in full:,
VAT registration number:,
(hereinafter referred to as “**the Contractor**”),
represented for the purposes of the signature and management of the present Contract by
.....(*forename and name in full*),(*function*),

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following **Annexes**:

- **Annex I** Tender Specifications (Invitation to Tender No. VT/2007/015 of) and Monitoring
- **Annex II** Contractor's Tender (Registre CAD Ref. No. of
- **Annex III** Breakdown of prices
- **Annex IV** CVs and classification of experts
- **Annex V** Fiscal provisions regarding invoicing by the Contractor

which forms an integral part of this Contract (hereinafter referred to as “**the Contract**”).

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) and in the Breakdown of prices (Annex III) shall take precedence over those in the Tender (Annex II).

Subject to the above, the several instruments forming part of this Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

I. Special conditions

Article I.1 Subject

I.1.1. The subject of the Contract is: **Peer review in social protection and social inclusion and assessment in social inclusion.**

I.1.2. The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

Article I.2 Duration

I.2.1. The Contract shall enter into force on 01/03/2008 if it has already been signed by both contracting parties.

I.2.2. Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.

I.2.3. The duration of the tasks shall not exceed 12 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

The Commission is not obliged to react to any request for extension of the duration of the tasks received less than 30 days before expiry of the period of execution or with less than one third of the period of execution left to run, whichever period is the shorter.

I.2.4. The Contract may be renewed up to 3 time(s), each time for a period of execution of the tasks of 12 months, only before payment of the balance and with the express written agreement of the parties, indicating the date on which execution of the tasks shall start. Renewal does not imply any modification or deferment of existing obligations.

Article I.3 Contract price

I.3.1. Maximum total amount

The maximum total amount to be paid by the Commission under the Contract shall be EUR 0.00 covering all tasks executed.

I.3.2. Price revisions

The total amount referred to in the above paragraph shall be fixed and not subject to revision for the first year of performance of the Contract.

From the beginning of the second year of performance of the Contract, the amount(s) may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter received by the other no later than three months before the anniversary of the date on which the Contract was signed.

This revision shall be determined by the trend in [1 out of 3 options will be taken, depending on Contractor's address]: ► the harmonised consumer price index MUICP published for the first time by

¹ Specify the consumer price index e.g.:

- "MUICP": (euro zone) for Contracts expressed in euro (as a general rule);
- "EICP": (EU-15) for Contracts performed in the European Union (outside the euro zone);

the Office for Official Publications of the European Communities in the Eurostat monthly bulletin (Theme 2 - Economy and Finance, Collection Detailed tables, Money, finance and the euro: Statistics).► the harmonised consumer price index EICP (EU-15) published for the first time by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin (Theme 2 - Economy and Finance, Collection Detailed tables, Money, finance and the euro: Statistics).► the consumer price index of the State in whose currency Contract price is expressed.]]

Revision shall be calculated in accordance with the following formula: $Ar = Ao \times (Ir / Io)$
where:

- Ar = revised total amount;
- Ao = total amount in the original tender;
- Io = index for the month corresponding to the final date for submission of tenders;
- Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

I.3.3. Travel, subsistence and shipment expenses

Not applicable.

Article I.4 Payment periods and formalities

Payments under the Contract shall be made in accordance with Article II.4. 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 duly constituted financial guarantee equal to at least the invoiced pre-financing amount, 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,

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,

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.

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- consumer price index of the State in whose currency the Contract price is expressed:
 - (a) index of the State where the Contractor is mainly based; or
 - (b) index of the State where the service will be mainly carried out.

I.4.4. Performance guarantee

Not applicable.

Article I.5 Bank account

Payments shall be made to the Contractor's bank account denominated in euro ², identified ³ as follows:

- Name of bank:
- Address of branch in full:
- Exact designation of account holder:
- Full account number including codes:
- IBAN or, if non available, BIC code: —

Article I.6 General administrative provisions

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

Commission

European Commission
Directorate-General Employment, Social Affairs and Equal Opportunities
EMPL/E/2
B-1049 Brussels (Belgium)

Contractor

..... (Mr/Mrs/Ms + forename and name)
..... (function)
..... (company name)
..... (official address in full)

Article I.7 Applicable law and settlement of disputes

I.7.1. The Contract shall be governed by the national substantive law of Belgium.

I.7.2. Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Brussels.

Article I.8 Other special conditions

Definition of the term "payment request" regarding the interests for late payments

It is understood that a payment request, as mentioned in Article II.5.3, will only be considered as complete, if all specific documents mentioned in Article I.4; are joined to this request. If these specific documents are not sent to the Commission all together with the payment request, the 45 days shall only run from the date of the first registered receipt of the last document, making the payment request complete. As regards payments subject to the prior approval of a report (or to the signature of a certificate of final acceptance for supplies delivery) by the Commission, according to Article I.4, the period of 45 calendar days shall start only on the date when both the complete payment request has been registered and the report has been approved (or the certificate of final acceptance has been signed) by the Commission, provided the Commission has itself respected the time limits set in the present Contract and its annexes for such approvals.

² Or local currency where the receiving country does not allow transactions in EUR.

³ By a document issued or certified by the bank.

Data protection

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by Employment, Social Affairs and Equal Opportunities DG without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Community law. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to Employment, Social Affairs and Equal Opportunities DG. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

Other additional special conditions

In derogation to Data Protection

For the purpose of this contract, the Controller shall be the Head of the Unit in charge of this contract. Any queries concerning the processing of personal data of the Contractor can be addressed by e-mail to the Head of Unit by indicating the contract reference.

Processing of personal data on behalf of the Commission

When processing personal data on behalf of the Controller, in the performance of the Contract, the Contractor

- 1) shall act only on instructions from the Controller;
- 2) shall comply with the obligations set out in Articles 21 and 22 of Regulation (EC) N° 45/2001 on the confidentiality and the security of processing unless, by virtue of Article 16 or Article 17(3), second indent, of Directive 95/46/EC, the Contractor is already subject to obligations with regard to confidentiality and security laid down in the national law of one of the Member States. Appropriate technical and organisational measures will be taken by the Contractor for the security of the processing in accordance with Article 22 of Regulation (EC) N° 45/2001 and will have to be agreed between the Contractor and the Controller in writing or in another equivalent form. The Contractor shall comply with Council Regulation (Euratom, EEC) N° 1588/90 of 11 June 1990 on the transmission of data subject to statistical confidentiality to the Statistical Office of the European Communities (OJ No L151, 15.6.1990, p. 1).

SPECIFICATIONS FOR PUBLICATIONS

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, etc.) is financed by the European Community Programme for Employment and Social Solidarity (2007-2013). This programme was established to 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 and EU candidate and pre-candidate countries.

The Programme has six general objectives. These are:

- (1) to improve the knowledge and understanding of the situation prevailing in the Member States (and in other participating countries) through analysis, evaluation and close monitoring of policies;
- (2) to support the development of statistical tools and methods and common indicators, where appropriate broken down by gender and age group, in the areas covered by the programme;
- (3) to support and monitor the implementation of Community law, where applicable, and policy objectives in the Member States, and assess their effectiveness and impact;
- (4) to promote networking, mutual learning, identification and dissemination of good practice and innovative approaches at EU level;
- (5) to enhance the awareness of the stakeholders and the general public about the EU policies and objectives pursued under each of the policy sections;
- (6) to boost the capacity of key EU networks to promote, support and further develop EU policies and objectives, where applicable.

For more information see: http://ec.europa.eu/employment_social/progress/index_en.html

Every publication or related material developed under the present service contract will also have to comply with the rules of DG Employment, Social Affairs and Equal Opportunities concerning the layout, logos, disclaimers and other legal mentions.

Failure by the contractor to respect these obligations could lead the European Commission to reduce by 5% the final amount to be paid under the present contract.



II. General conditions

Article II.1 Performance of the Contract

II.1.1. The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.

II.1.2. The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.

II.1.3. Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.

II.1.4. The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.

II.1.5. The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.

II.1.6. The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
- the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.

II.1.7. In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.

II.1.8. Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

II.1.9. Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may impose penalties or liquidated damages provided for in Article II.16.

Article II.2 Liability

II.2.1. The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.

II.2.2. The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

II.2.3. The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.

II.2.4. In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.

II.2.5. The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

Article II.3 Conflict of Interests

II.3.1. The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

II.3.2. The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3. The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

II.3.4. The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

Article II.4 Payments

II.4.1. Pre-financing

Where required by Article I.4.1, 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 amount indicated in the same article to cover pre-financing under the Contract. Such guarantee

may be replaced by a joint and several guarantee by a third party. The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part. The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor). The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2. Interim payment

At the end of each of the periods indicated in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed. Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.4.3. Payment of the balance

Within sixty days of completion of the tasks referred to in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed. Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

Article II.5 General Provisions concerning Payments

II.5.1. Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.5.2. The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount

is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

II.5.3. In the event of late payment the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (*“the reference rate”*) plus seven percentage points (*“the margin”*). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

Article II.6 Recovery

II.6.1. If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.

II.6.2. In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

II.6.3. The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Communities that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

Article II.7 Reimbursements

II.7.1. Where provided by the Special Conditions or by Annex I, the Commission shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

II.7.2. Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

II.7.3. Travel expenses shall be reimbursed as follows:

- (a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- (b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- (c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- (d) travel outside Community territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

II.7.4. Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

- (a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- (b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- (c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;

- (d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.3.

II.7.5. The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

Article II.8 Ownership of the Results – Intellectual and Industrial Property

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Community, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

Article II.9 Confidentiality

II.9.1. The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

II.9.2. The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

Article II.10 Use, Distribution and Publication of Information

II.10.1. The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.

II.10.2. Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.

II.10.3. Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Community. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.

II.10.4. The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

Article II. 11 Taxation

II.11.1. The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.

II.11.2. The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.

II.11.3. The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.

II.11.4. Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

Article II.12 **Force Majeure**

II.12.1. *Force majeure* shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* unless they stem directly from a relevant case of *force majeure*.

II.12.2. Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with *force majeure*, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

II.12.3. Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by *force majeure*. Where the Contractor is unable to perform his contractual obligations owing to *force majeure*, he shall have the right to remuneration only for tasks actually executed.

II.12.4. The contracting parties shall take the necessary measures to reduce damage to a minimum.

Article II.13 **Subcontracting**

II.13.1. The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.

II.13.2. Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.

II.13.3. The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.17.

Article II.14 **Assignment**

II.14.1. The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.

II.14.2. In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

Article II.15 **Termination by the Commission**

II.15.1. The Commission may terminate the Contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;

- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) where the Contractor has 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 he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (e) where the Commission seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

II.15.2. In case of *force majeure*, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

II.15.3. Prior to termination under point e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.15.4. Consequences of termination

In the event of the Commission terminating the Contract in accordance with this article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission may engage any other contractor to complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in making good and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

Article II.16 Liquidated Damages

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2% of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the

decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

Article II.17 Checks and Audits

II.17.1. Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance.

II.17.2. The Commission or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.

II.17.3. In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

Article II.18 Amendments

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

Article II.19 Suspension of the Contract

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the tasks under the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

Signatures

1. For the Contractor,

..... (forename and name)

..... (position)

..... (company name)

2. For the Commission,

Jerome VIGNON

Director - EMPL/E

Employment, Social Affairs and Equal

Opportunities DG

Done at (place), Done at Brussels,

..... (date) (date)

In duplicate in English.

Tender Specifications and Monitoring

ANNEX I Tender No. VT/2007/015 of

1. TITLE OF THE CONTRACT

Peer Review in Social Protection and Social Inclusion and Assessment in Social Inclusion
VT/2007/0015

Prior Information notice N° 2007/S 59*071943 of 24/03/2007

Contract notice n°

2. BACKGROUND

The European Commission's Social Agenda (2005-2010) set out promoting more and better jobs and offering equal opportunities for all as its overall goal. The implementation of the Social Agenda relies on a combination of instruments comprising EU legislation, the so-called open method of coordination, as well as financial support, mainly from the European Social Fund, but also from Community programmes.⁴

In the period up to 2006, two distinct Community programmes supported the open method of coordination in the employment and social inclusion/social protection fields. Two further Community programmes backed up the promotion of gender equality and the non-discrimination principle. In addition, separate interventions addressed the promotion of labour law including health and safety regulations.

With a view to greater coherence and simplification in the way Community programmes are delivered, the Commission proposed for the 2007-2013 period that all these separate programmes be integrated into one framework programme, PROGRESS.

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 Official Journal on 15 November 2006.⁵

The overall aim of PROGRESS⁶ is to financially support the implementation of the objectives of the European Union in employment, social affairs and equal opportunities, as set out in the Social Agenda. It will thereby also contribute to the achievement of the EU 'Lisbon' Growth and Jobs Strategy.⁷

It aims at supporting the core functions of the European Community towards fulfilling its Treaty-delegated tasks and powers in its respective areas of competence in the employment and social sphere. It will support initiatives aimed at reinforcing the role of the Community in proposing EU strategies; implementing and following-up EU objectives and their translations into national policies; transposing and following-up of EU legislation's application in a coherent way through

⁴ For information on the Social Agenda see: http://ec.europa.eu/employment_social/social_policy_agenda/social_pol_ag_en.html
for general information on EU employment and social policy and related Community programmes in the 2000-2006 period, see:
http://ec.europa.eu/employment_social/index_en.html

⁵ Official Journal L 315 of 15.11.2006, p. 1–8

⁶ For a detailed account of the activities that will be put in place or promoted under PROGRESS, please visit the preliminary PROGRESS website at: http://ec.europa.eu/employment_social/progress/index_en.html

⁷ On the Growth and Jobs Strategy see: http://ec.europa.eu/growthandjobs/index_en.htm

Europe; promoting the co-operation and co-ordination mechanisms between Member States and cooperating with social partners and organisations that represent civil society.

More specifically, PROGRESS will support:

- (1) the implementation of the European Employment Strategy (section 1);
- (2) the implementation of the open method of coordination in the field of social protection and inclusion (section 2);
- (3) the improvement of the working environment and conditions including health and safety at work and reconciling work and family life (section 3);
- (4) the effective implementation of the principle of non-discrimination and promotion of its mainstreaming in all EU policies (section 4);
- (5) the effective implementation of the principle of gender equality and promotion of its mainstreaming in all EU policies (section 5).

Section 2 of the Programme shall support the implementation of the open method of coordination (OMC) in the field of social protection and inclusion by:

- a) improving the understanding of social exclusion and poverty issues, social protection and inclusion policies, in particular through analysis and studies and the development of statistics and common indicators, within the framework of the OMC in the field of social protection and inclusion;
- b) monitoring and evaluating the implementation of the OMC in the field of social protection and inclusion and its impact at national and Community level as well as analyzing the interaction between this OMC and other policy areas;
- c) organizing exchanges on policies, good practice and innovative approaches and promoting mutual learning in the context of the social protection and inclusion strategy;
- d) raising awareness, disseminating information and promoting the debate about the key challenges and policy issues raised in the context of the Community coordination process in the field of social protection and inclusion, including among the social partners, regional and local actors, NGOs and other stakeholders;
- e) developing the capacity of key European level networks to support and further develop Community policy goals and strategies on social protection and inclusion;

The Commission is responsible for implementing the Programme under the supervision of a Programme Committee made up of national representatives.

In order to assist the Commission services and the Member States in carrying out a voluntary mutual learning process through a peer review methodology, the Commission manages a **Peer Review sub-programme**. This activity contributes to the dissemination and identification of good practice on the basis of a systematic exchange of experiences and evaluation of policies, actions, or institutional arrangements taking place in seminars hosted by individual Member States.

In order to assist the Commission in monitoring and evaluating the implementation of the National Action Plans on Inclusion (NAPsIncl), i.e. the social inclusion section of the National Reports on Strategies for Social Protection and Social Inclusion, in accordance with the Common Objectives for the integrated Open Method of Coordination on Social Protection and Social Inclusion⁸ adopted by the March 2006 European Council, the Commission also manages an **Assessment sub-programme**. In the context of this sub-programme a **Network of Independent Social Inclusion Experts** was set up, which, at the start of 2007 covered all 27 Member States and one Candidate Country, Turkey. The

⁸ http://ec.europa.eu/employment_social/social_inclusion/objectives_en.htm

members of the network have produced a series of reports on the implementation of the NAPs/inclusion as well as on new policy developments or key trends. They work bilaterally with DG Employment, Social Affairs and Equal Opportunities on other related issues.

Both activities have been carried out for several years on the basis of contracts for services. The current contract will end in February 2008.

Therefore, the Commission is launching a new open call for tender to assist it in the management of these two closely related activities, the Peer Reviews on Social Protection and Social Inclusion and the network of independent experts on Social Inclusion.

3. SUBJECT OF THE CONTRACT

The subject of the contract is to provide support services to the Commission for the joint management of the Peer Reviews and the Network of Independent Experts in the field of social inclusion, integrated in one single Service Contract: 'Peer Review in Social Protection and Social Inclusion and Assessment in Social Inclusion'.

Synergies between these two activities should be actively exploited, particularly in terms of the identification of priority topics for analysis, dissemination of results and composition of the team of experts for the network and for the Peer review seminars. The 'Peer Review' and 'Network' Core Teams (see below) should work closely together on social inclusion issues.

The **Peer Review in Social Protection and Social Inclusion sub-programme** is a mutual learning process involving the scrutiny of specific policies, programmes or institutional arrangements on the basis of proposals volunteered by Member States.

The sub-programme consists of a series of peer review sessions, in which host countries:

- either present policies which have great potential for dissemination, in view of their particularly good results and their general interest for the Union (good practice);
- or invite other countries in order to gather expert advice to inform the process of preparation of a major policy reform or new programme or institutional arrangement.

The experience of the host country is confronted with the comments and critical analysis of peer countries. The programme started in 2004 and has been assessed by Member States as a valuable tool for mutual learning.

The aim of the peer review programme is to encourage the dissemination of good practice across Member States by assessing the effectiveness of key policies or institutions. It can serve as a useful tool to Member States, including authorities at local and regional level, to help them in the design and implementation of more effective policies. It should also contribute to the dialogue with stakeholders such as NGOs, service providers and social partners and where appropriate, people experiencing poverty and social exclusion.

Peer Review support services are to be delivered by the contractor through a coordinating team (hereafter the Peer Review Core Team) that includes members with social protection/social inclusion expertise, and that is assisted by thematic experts working under its responsibility in the context of the seminars. The contractor will prepare and organize Peer Reviews, in accordance with a work plan and calendar agreed with the Commission (the Commission will consult with representatives from the Member States) and will develop and implement a communication strategy aimed at ensuring timely documentation and broad and effective dissemination of the findings of the reviews.

In the context of the **Assessment in Social Inclusion sub-programme**, the **Network of Independent Experts on Social Inclusion** shall assist the Commission by providing independent:

- Information and expert assessment on any significant development in the socio-economic or political context and in the legislative framework;

- Analyses of the actual implementation of National Action Plans for social inclusion at both national and local level, including governance aspects.

Budgetary allocations that are relevant to the fight against social exclusion should also be taken in due consideration and should be reported upon.

Assessing the interlinkages between the activities carried out in the framework of the Open Method of Coordination for Social Protection and Social Inclusion and the implementation of the revised Lisbon strategy will be an integral part of the experts' tasks.

The support services to the network of independent social inclusion experts are to be delivered by the contractor through the Network Core Team that includes members with social inclusion expertise, assisted by the social inclusion experts, working under its responsibility and in close contact with the geographical desks of DG Employment, Social Affairs and Equal Opportunities. The Network Core Team will steer and coordinate the activities of the network of the independent social inclusion experts, liaise with the Commission, and process their contributions into regular reports for publication or just for the Commission, as appropriate. The reports for publication (see below) will be made available in the context of the communication strategy mentioned above.

Exchange of information and collaboration with other groups of experts under Progress (European Network of Legal Experts in the field of gender equality, Group of experts on Gender, Social Inclusion and Employment, European Network of Legal Experts in the non-discrimination field and European Employment Observatory Networks) and with the Network of Independent Experts on Fundamental Rights (DG Justice, Freedom and Security) should be developed. Further information about the work of these networks can be found on:

http://ec.europa.eu/employment_social/equ_opp/rights/experts_en.html

http://ec.europa.eu/employment_social/gender_equality/gender_mainstreaming/gender/exp_group_en.html

http://ec.europa.eu/employment_social/fundamental_rights/policy/aneval/legnet_en.htm

http://ec.europa.eu/employment_social/employment_analysis/observatory_en.htm

http://ec.europa.eu/justice_home/cfr_cdf/index_en.htm

4. TASKS TO BE CARRIED OUT BY THE CONTRACTOR

4.1. HORIZONTAL TASKS AND SPECIFICATIONS

4.1.1. GEOGRAPHICAL COVERAGE

The contract will cover the 27 Member States. EFTA/EEA countries (i.e. Iceland, Norway and Liechtenstein) in accordance with the conditions established in the EEA Agreement; the candidate countries associated to the EU (Croatia, former Yugoslav Republic of Macedonia and Turkey), as well as the Western Balkan countries included in the stabilisation and association process, may join the PROGRESS Programme upon negotiating Memoranda of Understanding. If, during the contract period, some of these countries start to participate in the Programme, an extension of the contract will be made by negotiated procedure according to Article 126(1)(f) of Commission Regulation n° 2342/2002 (EC, Euratom) laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities⁹.

Bidders are requested to foresee experts for 27 Member States, Croatia, Turkey and the former Yugoslav Republic of Macedonia and take account of these countries in their tender and financial offer.

⁹ Official Journal L 357 of 31/12/2002

4.1.2. COMMUNICATION STRATEGY

In view of the importance of effectively disseminating the lessons learned in the context of both the peer review and the assessment part of this contract to a wide audience the contractor should develop and implement a communication strategy. In the context of this strategy the web site and the newsletter are important instruments.

4.1.2.1. WEB SITE

The contractor will maintain a public website in English, German and French with outputs of the activities conducted in the framework of the Peer Reviews and the Network of Independent Experts. The website will contain extensive links to relevant national and Commission websites.

Such a website is already available (<http://www.peer-review-social-inclusion.net>). The contractor will be requested to host the existing website at the same address.

The 'peer-review-social-inclusion.net' domain and rights will have to be transferred from the existing contractor to the new contractor at the new contractor's expenses. The 'peer-review-social-inclusion.eu' domain will have to be booked for 3 years at the new contractor's expenses and the domain-address will have to be redirected.

On the site it should be stated clearly that DG EMPL is associated to the site, without having responsibilities with regard to the information disseminated.

In order to revamp and facilitate a future porting to the EUROPA data centre or to a future contractor, the contractor will document, review or enhance:

- The layout and the presentation of the site. The contractor, based on the Europa IPG guidelines and a communication brief by DG EMPL, will have to provide at least 3 design-layout proposals in order to decide on the updated "look and feel" of the Site. The contractor will then implement the changes in the site;
- The programming code of the application and database schema;
- The Technical Design Document;
- The User manual (front end-graphical guidelines);
- The User manual (content management tool);
- Transfer the domain and rights above mentioned to the next contractor or to the Commission.

4.1.2.2. NEWSLETTER

The contractor will prepare and circulate a Flash Report in English, in the form of a bi-monthly electronic newsletter (approx. 4 pages of articles), a digest of noteworthy developments in national social inclusion policies, based on elements of the peer reviews, the experts' reports and further ad hoc optional inputs from national experts. Decisions about the format, content and the circulation of the newsletter will be taken in agreement with the Commission.

The newsletter should respect the requirements laid out under paragraph 7 concerning the mention of EU financing and reference to the Programme.

4.1.3. QUALITY CONTROL AND ASSESSMENT

Through the Peer Review and Network Core Teams the contractor will ensure the high quality of the activities undertaken and the reports produced. The contractor is requested to carry out an annual evaluation of the activities focusing on:

- The impact of the Peer Reviews on the national (and/or the sub-national, where appropriate) and the European level assessed through surveys, to be conducted a few months after the Peer Review seminars;
- The organisation of the activities;
- The quality and pertinence (in particular alignment with the guidelines) of the work produced by the Network in relation to the Commission activities;
- The effectiveness of the communication strategy with regard to the results of the activities carried out in the framework of the contract;
- The synergies between the two strands of the contract: the Peer Reviews and the Assessment (Network of Independent Experts) sub-programmes.

4.1.4. EQUAL OPPORTUNITIES

The PROGRESS Programme aimed at promoting gender mainstreaming in all its five policy sections and commissioned or supported activities. Consequently, the Contractor will take the necessary steps to ensure that its proposed team and/or staff respects the gender balance at all levels. It will also pay due attention when appropriate to the gender dimension of the service he is asked to deliver as detailed in the description of tasks.

Equally, needs of disabled people shall be duly acknowledged and met while executing the requested service. This will in particular entail that where the Contractor organises training sessions, conference, issues publications or develops dedicated websites, people with disabilities have equal access to the facilities or the services provided.

Finally, the Contracting Authority encourages the Contractor to promote equal employment opportunities for all its staff and team. This entails that the Contractor shall foster an appropriate mix of people, whatever their ethnic origin, religions, age, and ability.

The Contractor will be required to detail in its activity report accompanying the request for the final instalment the steps and achievements it made towards meeting these contractual provisions.

4.2. PEER REVIEWS IN SOCIAL PROTECTION AND SOCIAL INCLUSION

A peer review is an event where a country (host country) presents a policy or institutional arrangement (good practice) or a policy reform to a selected group of decision-makers and experts from other countries (peer countries), stakeholders' representatives and European Commission officials. Host countries can also consider the peer review seminars as an opportunity to gather expert advice from other countries in order to inform the process of preparation of a major policy reform in the field of social inclusion, pensions, healthcare or long term care (or new programme or institutional arrangement). It allows for an open discussion on social protection and social inclusion policies.

The review may involve local visits to institutions active in the delivery of policies, workshops, interviews with those responsible for local implementation, analysis of evaluation studies etc. Such visits may also allow for direct contact with the persons targeted by the policy in question.

The aim of the Peer Reviews is to:

- contribute to a better understanding of the Member States' policies, as laid down in their National Reports on Strategies for Social Protection and Social Inclusion and of their impact;
- improve the efficiency and effectiveness of the policies and the strategies for social inclusion, pensions, healthcare and long term care in present and future Member States and at EU level, by learning from the experiences in the Member State;

- facilitate the transfer of key components of policies, or of institutional arrangements, which have proved effective in their original context and are relevant to other contexts.

The contractor will be responsible for the organisation of the Peer Review meetings in cooperation with the Commission and the participating countries, especially the host country. This includes:

- the identification, liaison, preparation and support of the policy experts in social inclusion, pensions, healthcare or long term care for each of the reviewed policy themes or practices;
- the preparation of the agenda;
- the organisation of the seminars and visits, including the logistic support;
- the co-ordination and dissemination of the input from the experts prior to the seminars and meetings;
- the provision of a complete logistical support for the participants;
- the management of travel and accommodation costs of participants;
- the facilitation of the seminars;
- the production and publication of reports from the seminars, highlighting key, potentially transferable, lessons and demonstrated mutual learning impact;
- the liaison with the Commission officials involved in the programme;
- the ongoing evaluation of the methodological aspects and of the results of the programme.

4.2.1.Seminars

Between 8 and 10 seminars, each of 1,5 days, are expected to take place during each year.

Each Peer review seminar will typically involve:

- a) One or more representatives from the host country;
- b) One representative from each peer country. The number of participating 'peer' countries may vary, also depending on the type of the review, but it should be comprised between four and ten;
- c) One independent expert in the domain of the peer review (social inclusion, pensions, healthcare, long term care) to assist each representative, both from the host and the peer countries;
- d) The member of the independent social inclusion experts network in the host country;
- e) One thematic expert to present a key note on the policy under review, setting it in a broader comparative European context and helping to draw policy relevant conclusions;
- f) Two or three European Commission officials: they will support the chairperson in steering the discussions, clarify any policy question related to the EU, and deal with administrative issues;
- g) Representatives of relevant stakeholders: two representatives of European NGOs or other stakeholder organisations and possibly one or two representatives of national stakeholders from the host country expressing the viewpoints of the beneficiaries or other important actors involved;
- h) One or two representatives of the Peer Review Core Team responsible for the smooth implementation of the Peer Review process and prepared to assist the chairperson with the facilitation of the meeting;

- i) A professional journalist and editor for the documentation of the meeting and the discussions.

In addition to the Peer Review Core Team involved in the organisation, the contractor is expected to hire the experts mentioned under d), e) and i) and to pay for their fees.

In the selection of the experts, maximum synergy with the network of independent experts should be achieved, in particular for peer reviews concerning social inclusion. However, it is possible to invite experts who are not members of the network, especially for the specialized role of thematic expert.

The seminars are to be held in the meeting premises provided by the host country. Most host countries organise at least one meal for the participants to the Peer review.

The contractor will be in charge of the organisation and payment of travel, accommodation and meals (other than foreseen by the host country, see above) for all participants with the exception of Commission staff (taking account of 10 seminars and an average number of participants entitled to reimbursement of costs of 25 persons).

4.2.2. The thematic independent expert in the Peer review

In each Peer Review seminar the thematic independent expert mentioned above will bring a European comparative perspective on the specific topic of the review drawn. She/he will carry out the following tasks:

- prepare a "comments and questions" paper on the selected good practice (or policy reform) focusing on evaluation results, bringing European comparative aspects and presenting the main questions to be addressed;
- analyse and synthesise the comment papers of the peer countries;
- assist the Peer Review Core Team of the consultant organisation in cooperation with the host country and the Commission with the preparation of the meeting and the agenda;
- give a short presentation at the meeting with a focus on evaluating or monitoring results and European comparisons, and with a synthesis of key questions to be addressed during the meeting;
- participate actively in the review discussions;
- draft the summary (short report) of the review;
- amend, if necessary, the discussion paper following the meeting;
- draft a synthesis report in English, to be published on the Commission web-site.

Other experts will contribute to the preparation of the Peer reviews by presenting discussion or opinion papers: host country experts, peer countries' experts, European stakeholders' organisations representatives ("experts" from European social NGO networks, European regional or/and local authorities networks or social partners European networks). Their participation will be coordinated by the contractor but the contractor will not have to pay fees for them.

4.2.3. Documentation and dissemination

Summaries, reports and expert papers should be prepared by the contractor and disseminated in English on the Peer review web-site and a copy of the final version should be sent to the Commission in a ready-to-publish format.

In addition, the synthesis report (see below) shall be made available in English, French, German and the language of the host country and it shall be printed (300 copies for English, 100 for French, 100 for German and 100 for the language of the host country if different). Printed publications will be sent to the Commission address in Brussels and directly to participants in Peer reviews and stakeholders.

4.2.3.1. Papers to be produced ahead of a Peer review

- Short presentation of the good practice (or of the planned policy reform) by the host country;
- Thematic expert discussion paper;
- Peer country comment papers;
- Stakeholders comment papers.

The contractor will only be in charge of drafting the thematic expert discussion paper. Other documents will be prepared by participants to the Peer Review but the contractor will be responsible for their coordination and timely dissemination.

4.2.3.2. Papers to be produced following a Peer Review:

- Summary (short report);
- Minutes;
- Synthesis report.

The contractor will be responsible for the drafting of all these documents. They shall be finalised shortly after the event so that the results can feed into subsequent discussions. They shall be made available electronically on the Peer review website after approval by the Commission.

4.2.3.3. After completion of each annual programme of Peer Reviews

- Annual activity report
The contractor will summarise the activities in a document that will include an assessment of the practical arrangements and the methodology(ies) used, with a view to possible adaptation in the following year of the exercise. The annual activity report will be presented to the Programme Committee and to the Social Protection Committee.
- Annual results report
The main conclusions of the peer reviews and the lessons learned about the transferability of the measures reviewed to the participating countries will be summarised in a report that is to be widely distributed. The annual results report will be presented to the Social Protection Committee and could also be presented at public conferences (e.g. the Round Table on Poverty and Social Exclusion).

4.3. ASSESSMENT IN SOCIAL INCLUSION: THE NETWORK OF INDEPENDENT EXPERTS

The Network of Independent Experts on Social Inclusion is made up of at least one independent expert per participating country. At the time of the tender, participating countries shall include: 27 Member States, Croatia, Turkey and the former Yugoslav Republic of Macedonia. If, for one country, several experts participate in the network, one of them should have the overall responsibility. (See: http://ec.europa.eu/employment_social/social_inclusion/naps_rep_en.htm)

The contractor is responsible for the selection of the experts and will coordinate the activities of the network. The contractor will liaise with the Commission. The annual work programme, the reporting guidelines and deadlines will all have to be agreed with Commission. The contractor will process the experts' contributions into regular reports for the Commission, ensuring quality. The Commission will be consulted on the reports.

The independent social inclusion experts should maintain access to all relevant public documentation at national level and provide regular information covering both labour market and social policy developments, as well as socio-economic trends.

Their contributions will take the form of:

- general periodic reviews on their respective countries,
- cross-country thematic reviews,
- surveys of innovative practices,
- independent policy assessments.

The Commission will facilitate the access of the Experts to contact points in the national ministries and other key partners. It will also keep the Network Core Team informed about relevant developments in EU policy, in particular with regard to social inclusion and social protection issues.

The Network Core Team should take stock of the work carried out by the existing network, and the considerable experience already gathered. In particular, it should take into account the code of conduct adopted by the network in February 2005 (http://ec.europa.eu/employment_social/social_inclusion/docs/codeofconduct_en.pdf).

The Commission can provide access to a secured communication tool for the experts (Circa) allowing exchange of information and documents as well as discussion forum, if the contractor wishes to use it.

4.3.1. Semester reports

Twice a year, the independent social inclusion experts will provide a report on their respective countries. The timing of these reports is to be agreed with the Commission. The reports will contain:

- an update on national trends and policy developments which are deemed relevant in the context of the EU policy coordination process on social inclusion;
- an assessment of the development of the interlinkages between the OMC on Social Protection and Social Inclusion and the Lisbon reform programmes;
- reporting on the involvement of relevant stakeholders in the social inclusion process and on other key governance issues identified in the guidelines;
- an assessment of how the Member State progresses with regard to the challenges identified;

Furthermore:

- One of these reports will in particular assess the national Lisbon reform programmes from the angle of social inclusion (feeding-in / feeding-out process);
- For some of these reports the Commission will ask for a complementary analysis of a specific topic of interest across the Union or in one or several Member States.

The reports will be based on a wide set of sources, such as official policy communications, statistics, studies and surveys in the public domain, interviews with relevant actors, press information etc.

The reports will be provided in EN with an approximate length of 30 pages (plus annexes) per country. The contractor will ensure that the Commission's requirements are respected, in a harmonised way, in the national reports, and transmit them to the Commission.

Before submitting their semester reports, experts can be requested to prepare a 1-2 pages flash report in order to provide the Commission with very timely key information.

On the basis of each semester report, the Network Core Team will produce a synthesis report in EN.

After consultation with the Member States to be carried out by the Commission, some of the reports may be published on the website.

4.3.2. Annual national report assessment for the Commission

The experts will carry out an annual independent assessment of the national reports or action plans on social inclusion submitted by their respective Member State. For candidate and EEA countries, an assessment of an equivalent policy document (e.g. the follow-up report for the "Joint Inclusion Memorandum") will be carried out.

Each report should allow the Commission to assess:

- how the Member States and participating countries' social inclusion policies are tackling the key challenges with regard to the overall objectives of the OMC on Social Protection and Social Inclusion and in particular as concerns the specific social inclusion objectives;
- how the measured performance in terms of social inclusion is progressing in relation to national and/or European targets.

It should also confront the content of the National Action Plans with relevant non-official views and also allow the Commission to assess to what extent the policy approaches taken by the Member States support the Lisbon efforts in terms of employment growth and to what extent feeding-in and feeding-out is working.

The Commission may request additional specifications in order to reflect priorities agreed with the Social Protection Committee.

The reports will be provided in EN with an approximate length of 20 to 30 pages per country (to be determined in the guidelines). As in the case of the semester reports, the contractor will ensure that the Commission's requirements are respected, in a harmonised way, in the reports, and transmit them to the Commission.

It is expected that the independent experts will submit their draft assessment of the national reports or action plans within three weeks after the Commission sends them to the Network Core Team, which is responsible for their distribution and for the coordination of work.

Before submitting their full assessment reports, experts can be requested to prepare a 1-2 pages flash report in order to provide the Commission with very timely key information.

The Network Core Team will come up with the draft global conclusions (a synthesis report in EN) four weeks after the submission of the national reports or action plans.

4.3.3. Ad hoc requests

Independent social inclusion experts may be called to assist the Commission with short-term research and information, complementing the information presented in the semester or national report assessment reports or to participate or make specialist presentations at seminars or conferences. The Commission will channel these requests through the Network Core Team.

For each expert 10 working days per year and travel costs for two conferences shall be foreseen for this task.

Expert services delivered for the peer reviews are not included in these 10 days.

Ad hoc requests of a horizontal nature may also be addressed to the experts of the Network Core Team. A provision of 10 working days should be foreseen in the financial offer.

4.3.4. Meetings

The Network Core Team will organise two one-day meetings per year in Brussels with the whole network in order to discuss the results achieved over the closing semester and the detailed specifications of the work for the next semester. The contractor will invite all independent social inclusion experts, prepare together with the Commission the agenda, working documents (inter alia draft outlines for the reporting) as well as minutes. Both meetings will be held in English without interpretation. On the same occasion, it is expected that experts and Commission's desk officers will meet bilaterally. The meetings will take place in Brussels. Meeting rooms, accommodation, travel and subsistence costs for participating experts will be organised and paid for by the contractor.

In addition, the contractor will organise in one of the Member States a two-day annual seminar of the Network of the Independent Social Inclusion Experts which should be dedicated mainly to cross cutting issues and methodological questions. Staff of Commission services will attend this seminar. The contractor will be in charge of all the expenses for this seminar, except the travel and subsistence costs for Commission staff.

Independent social inclusion experts should also envisage being asked to participate or make specialist presentations at seminars or conferences (see details in paragraph 5.3.3 above).

5. PROFESSIONAL QUALIFICATIONS REQUIRED

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

Additional requirements: see paragraph "Selection criteria".

6. TIME SCHEDULE AND REPORTING

See Article I.2 Annex I of the draft contract "Tender Specifications and Monitoring".

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

6.1. TIME SCHEDULE

The contract will have a duration of 12 months starting on 1st March 2008. It may be renewed 3 times.

6.2. INTERIM AND FINAL REPORTING

In addition to the specific reports required by each specific task, as mentioned above,

- an interim report to be submitted during the sixth month of execution of the contract. It shall indicate the state of play of the different activities covered by the contract;
- a final report to be submitted at the end of the contract period.

Both reports should be submitted in English and include, for the time period concerned:

- a complete description of the work done;
- a presentation of the results obtained;
- an assessment of the activities and recommendations to improve management procedures;
- any comments, suggestions or recommendations judged useful or necessary by the Contractor.

Additional requirements:

As a matter of principle, with a view to favouring appropriate monitoring and valorisation by the European Commission of all results obtained and outputs delivered under PROGRESS programme, the Contractor will be required to provide for each of the tasks required under the present Call:

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

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 ...) is financed by the European Community Programme for Employment and Social Solidarity (2007-2013). This programme was established to 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 and EU candidate and pre-candidate countries.

The Programme has six general objectives. These are:

(1)to improve the knowledge and understanding of the situation prevailing in the Member States (and in other participating countries) through analysis, evaluation and close monitoring of policies;

(2)to support the development of statistical tools and methods and common indicators, where appropriate broken down by gender and age group, in the areas covered by the programme;

(3)to support and monitor the implementation of Community law, where applicable, and policy objectives in the Member States, and assess their effectiveness and impact;

(4)to promote networking, mutual learning, identification and dissemination of good practice and innovative approaches at EU level;

(5)to enhance the awareness of the stakeholders and the general public about the EU policies and objectives pursued under each of the policy sections;

(6)to boost the capacity of key EU networks to promote, support and further develop EU policies and objectives, where applicable.

For more information see:

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

Every publication or related material developed under the present service contract will also have to comply with the rules of DG Employment, Social Affairs and Equal Opportunities concerning the layout, logos, disclaimers and other legal mentions.

Failure by the contractor to respect these obligations could lead the European Commission to reduce by 5% the final amount to be paid under the present service contract.

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Contractor's Tender

ANNEX II

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See attached document: pages.

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ANNEX III Breakdown of prices

1. Breakdown of prices

Description	Unit price in €	Max. No of units	Unit type	Sub-total per item	Total amounts in €
FEES AND DIRECT COSTS (fixed prices)					
Experts' fees (to be specified for each specific task)					0,00
Details	0,00	0	w.d.	0,00	
Travel expenses					0,00
Journeys for experts as mentioned in Annex I					
Details	0,00	0	trip	0,00	
Provision for supplementary journeys upon request of the Commission					
Details	0,00	0	trip	0,00	
Accommodation expenses					0,00
Hotel expenses for experts as mentioned in Annex I					
Details	0,00	0	pers..	0,00	
Provision for supplementary accommodation expenses upon request of the Commission					
Details	0,00	0	pers.	0,00	
Subsistence expense					0,00
Subsistence expenses for experts as mentioned in Annex I					
Details	0,00	0	w.d.	0,00	
Provision for supplementary subsistence upon request of the Commission					
Details	0,00	0	w.d.	0,00	
Other direct costs (to be specified)					0,00
Details	0,00	0	unit	0,00	
Sub-total "Fees and Direct Costs" (Art. I.3.1)					0,00
REIMBURSABLE EXPENSES (max. prices)					
<i>Contingencies (cannot be used without the prior and express approval by the Commission, by the way of a written note allowing for reallocation(s) of part or total of this provision to one or several items above)</i>					
Calculation base	0,00				
Contingencies: approx. % of calculation base		0	%	0,00	
Sub-total "Reimbursable Expenses" (Art. I.3.3)					0,00
Overall Total					0,00

w.d. =1 working day for 1 expert

2. Calculation of amounts due under the present Contract

2.1. Fees

Initial calculation based on unit price(s) per w.d. of expert(s) depending on the level of qualification of the expert(s) executing the mission. The unit price(s) is (are) expected to cover the expert(s) fees, the Contractor's administrative expenses, as well as the costs of producing the contractual number of

copies of the required report(s) ¹⁰ in the required format(s), but does not include the reimbursable expenses defined below.

N.B. Duration of the services: This includes, besides the time necessary for the carrying out of the services themselves, the necessary time for preparatory work, trips and travelling back and forth between the offices of the Contractor and/or the expert(s) and the places where the services are being carried out and for meetings with the services of the Commission, as well as time for the preparation of reports and output documents related to the work.

2.2. Reimbursements

If the reimbursement of expenses is foreseen in the Special Conditions, the Commission will reimburse only:

- the subsistence expenses of the Contractor and his staff,
- travel expenses (other than local transport costs),
- expenses for the shipment of equipment or unaccompanied luggage,

directly connected with performance of the tasks specified in Article I.1. of this Contract.

2.2.1 DSAs (Daily Subsistence Allowances)

The daily subsistence allowance (DSA) is paid as a flat-rate amount and is considered to cover breakfast and two main meals, local travel, the cost of telecommunications, including fax and Internet, and all other sundries. They will be paid for each calendar day spent on mission away from the usual place of work, provided that the corresponding assignment is of a short-term nature. The DSA will vary according to the country in which the missions are to be carried out.

Daily subsistence allowances (DSA) are to be calculated as follows according to the length of the mission:

- 6 hours or less: reimbursement of actual expenses (on production of supporting documents);
- more than 6 hours but not more than 12 hours: 0.5 DSA;
- more than 12 hours, but not more than 24 hours: 1 DSA;
- more than 24 hours but not more than 36 hours: 1.5 DSA;
- more than 36 hours but not more than 48 hours: 2 DSA;
- more than 48 hours but not more than 60 : 2.5 DSA, and so on.

The agreed rates (in EUR per calendar day) to be used for the purposes of the present Contract are set as follows:

Destinations	DSA in EUR	Maximum hotel price in EUR	Destinations	DSA in EUR	Maximum hotel price in EUR
AT Austria	95,00	130,00	IT Italy	95,00	135,00
BE Belgium	92,00	140,00	LT Lithuania	68,00	115,00
BG Bulgaria	70,00	205,00	LU Luxembourg	92,00	145,00
CY Cyprus	93,00	145,00	LV Latvia	66,00	145,00
CZ Czech Republic	75,00	155,00	MK Macedonia	50,00	160,00
DE Germany	93,00	115,00	MT Malta	90,00	115,00
DK Denmark	120,00	150,00	NL The Netherlands	93,00	170,00
EE Estonia	71,00	110,00	PL Poland	72,00	145,00
EL Greece	82,00	140,00	PT Portugal	84,00	120,00
ES Spain	87,00	125,00	RO Romania	60,00	170,00
FI Finland	104,00	140,00	SE Sweden	97,00	160,00
FR France	95,00	150,00	SI Slovenia	70,00	110,00
HR Croatia	60,00	120,00	SK Slovakia	80,00	125,00
HU Hungary	72,00	150,00	TR Turkey	55,00	165,00
IE Ireland	104,00	150,00	UK United Kingdom	101,00	175,00

¹⁰ All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

2.2.2 *Travel expenses*

Travel expenses shall be reimbursed following the provisions of Article II.7.3.

3. Additional provision

It is understood that the Parts “Fees and Direct Costs” and “Reimbursable Expenses” are set as provisions only. They constitute a maximum for the overall cumulative value of all services rendered by the Contractor under the present Contract – they will be due only if services are actually rendered to the Commission according to this Contract and its Annexes, both in quantity and in quality.

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ANNEX IV CVs and classification of experts

1. Classification of experts according to level of expertise

<i>Level of qualification</i>	<i>Category of personnel</i>
I	Highly qualified expert having assumed important responsibilities in his/her profession, recruited for his/her management/supervisory, thought and creativity skills as regards professional practise. He/she must have at least 15 years professional experience of which at least 7 must be connected with the professional sector concerned and the type of tasks to be performed.
II	Highly qualified expert having assumed responsibilities in his/her profession, recruited for his/her management/supervisory, thought and creativity skills as regards professional practise. He/she must have at least 10 years professional experience of which at least 4 must be connected with the professional sector concerned and the type of tasks to be performed.
III	Certified expert having received a high-level training in his/her profession, recruited for his/her thought and creativity skills as regards professional practise. He/she must have at least 5 years professional experience of which at least 2 must be connected with the professional sector concerned and the type of tasks to be performed.
IV	Junior expert, newcomer to the profession but holding a university degree or equivalent training related to the professional sector concerned and the type of tasks to be performed.

2. List of experts assigned

<i>Full names of experts assigned</i>	<i>Level of Qualification (I to iv, see above)</i>
.	

3. CVs of experts assigned

See Annex II.

Fiscal provisions regarding invoicing by the Contractor

Choose 1 out of 4 options:

- **(option 1: the Contractor is subject to VAT and his place of fiscal imposition is in Belgium)**

Local supplies and services

Supplier with fiscal imposition place in Belgium – delivery address in Belgium

1. VAT exemption – Exemption level

In Belgium, the terms of the present Contract have the same value as the VAT exemption request No 450 (VAT exemption – Article 42, § 3.3, VAT Code).
The European Commission benefits of a direct VAT exemption for all invoices EUR 123.95 and more.

2. Invoicing the Commission

An invoice will be made for each payment related to the present Contract. The applied VAT rate and amount shall be specified.

In view of VAT exemption, invoices addressed to the European Commission should bear the mention:

“Exonération de la TVA, article 42, § 3.3, du code de la TVA” or

“Vrijstelling van BTW, artikel 42, § 3.3, BTW-Wetboek”.

The above indication is given only as piece of information. The Contractor must refer to the Belgian national laws.

- **(option 2: the Contractor is subject to VAT and his place of fiscal imposition is a Member State other than Belgium)**

Intra-community supplies and services

Supplier with fiscal imposition place in a Member State other than Belgium – delivery address in Belgium

1. VAT exemption level

The European Commission benefits of a direct exemption of VAT for all invoices of EUR 123.95 and more.

2. Use of form 15.10

To allow the Contractor to justify to the fiscal authorities an invoicing to the European Commission using a 0% VAT rate (direct exemption) or to enable the benefit of the exemption by reimbursement, it is necessary to use the form 15.10.

These forms have recently been up-dated, and the new versions are the only ones to remain in official use. They entered into force on 01.04.1997, with a new ref. XXI/03278 – 01.04.1997.

See attached document: 2 pages and 1 page of explanatory notes.

3. Signature of the form 15.10 – Delegation of signature

The forms must normally be signed by the fiscal authorities of Belgium. However, a delegation of signature has been awarded by the Belgium authorities to the European Commission – ref. ET 76430 of 22.12.1992 (This ref. No should be inserted in box 7 of new form 15.10). The Commission being represented for the present Contract by the Director General of Employment, Social Affairs and Equal Opportunities DG, form 15.10 will therefore be signed by the latter.

4. Invoicing the Commission

An invoice will be made for each payment related to the present Contract. The applied VAT rate and amount shall be specified. Concerning the direct VAT exemption or VAT exemption by the way of reimbursement, the invoice shall bear all the necessary mentions.

The above indication is given only as piece of information. The Contractor must refer to the national laws in force in his Member State of fiscal imposition.

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- ▶ **(option 3: the Contractor is not subject to VAT)**

Not applicable to the present Contract.

- ▶ **(option 4: the country of fiscal imposition of the Contractor is unknown)**

Provisions to be applied depending on the country of fiscal imposition of the Contractor..

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