

**Specifications – Invitation to tender No VT/2007/062**

**FEASIBILITY STUDY ON AN EXCHANGE OF  
PERSONNEL BETWEEN NATIONAL  
ADMINISTRATIONS UNDER THE PROGRESS  
PROGRAMME**

**1. Title of the contract**

FEASIBILITY STUDY ON AN EXCHANGE OF PERSONNEL BETWEEN NATIONAL ADMINISTRATIONS UNDER THE PROGRESS PROGRAMME  
VT/2007/062

**2. Background**

The PROGRESS programme has been established with Decision 1672/2006/EC of the European Parliament and Council. PROGRESS overall aim is to financially support the implementation of the objectives of the European Union in the employment and social affairs area, as set out in the Social Agenda, and thereby contribute to the achievement of the Lisbon Strategy goals in these fields. 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 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).

Against this background, PROGRESS pursues the following general objectives, as set out in article 2.1 of the Decision:

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.

In the assessment of PROGRESS antecedents, the need to reinforce the use of Community Action Programmes for

the promotion of mutual learning, identification and dissemination of good practice and innovative approaches among national administrations in the area of social protection and social inclusion was identified. To address this need, it was decided to launch a feasibility study focused on the possibility of supporting under PROGRESS the exchange of personnel between national administrations.

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

The **overall objective** of the Feasibility Study is to map out needs and options concerning an initiative under the PROGRESS programme aimed at promoting mutual learning, raising awareness, disseminating information and promoting the debate about the key challenges and policy issues raised in the context of the EU coordination process in the field of social protection and social inclusion, as well as identifying and disseminating good practice in the same areas, by supporting the exchange of personnel between national administrations.

### **4. Participation**

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

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

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

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

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

The exchange of personnel should be a flexible, demand-driven instrument ultimately supporting the implementation of better policies and the improvement of governance in the fields of social inclusion and social protection policy, thereby contributing to the implementation of the Open Method of Coordination in the social sphere. The feasibility study should help in drawing **guidelines** for the above-mentioned initiative. Drawing on examples of similar initiatives at national and EU level (in the case of the latter, for instance, TAIEX and Twinning and Twinning light in the context of enlargement as well as e-Twinning in the context of educational and cultural policies), and in regular and close co-operation with the European Commission, the contractor will be responsible, in particular, for the tasks listed below.

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

It will be important to determine:

- 1 the policies, areas and institutional set-ups best suited to ensure the relevance and effectiveness of the exchange. A non-exhaustive list of possible policy areas may include the priorities identified in successive Joint Reports on social protection and social inclusion and in the Joint Inclusion Reports. In the wider fields of governance, issues could include monitoring and evaluation arrangements, mechanisms for mainstreaming social inclusion, the design and implementation of the strategies for social protection and social inclusion, and the approaches to ensuring sustained, genuine stakeholder involvement.
- 2 the specific objectives that could be achieved through the instrument of exchange of personnel
- 3 the requirements for eligibility as well as possible selection criteria. In order to benefit from the exchange

applicants could be required to demonstrate, for instance, strong mutuality of interest, a high level of political commitment, ability to carry out strategic planning, gap analysis and needs assessment, the availability of sufficient human and financial resources etc.

- 4 the best methods to choose partners so as to ensure a good fit. This could be done by making applications dependant on mutual agreement between countries, or by inviting open manifestation of interest. The contractor may want to examine other options before suggesting the best methods.
- 5 the role that should be played by the Commission as a facilitator of the exchanges (in terms of technical assistance, advice, adoption of common guidelines, reimbursement of selected costs etc)
- 6 the best performance criteria to assess impacts, verify achievement of objectives and measure progress towards the objectives
- 7 the most appropriate monitoring and evaluation arrangements.

In addition the contractor shall draw recommendations on:

1. the length of the exchange (short-term assignments v. longer-term ones running up to one year)
2. the level of the exchange (operational v. managerial)
3. how to ensure the sustainability of results after the end of the intervention
4. the dissemination of project outputs, mainstreaming of good practice and embedding of results in a strategic context
5. how to ensure a clear accountability structure
6. the early identification of potential problems.

Implementation of the exchange of personnel under PROGRESS is envisaged in two stages, with a pilot initiative limited to max 10 Member States preceding the launch of the full scheme extended to all 27 Member States. An important intermediate output from the contractor(s) will therefore be suggestions concerning the pilot.

### 5.3 Equal opportunities

The PROGRESS Programme is 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 the proposed team and/or staff respect 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.

## 6. Professional qualifications required

See Annex IV of the draft contract.

## 7. Time schedule and reporting

See Article I.2 of the contract.

The period of execution of the contract is maximum **12 months**. The contract will actually start after both parties have signed the contract.

### 7.1 Reporting

The **inception report** must be submitted in English within thirty calendar days of the date of signature of the contract by the last of the two parties. The contracting authority will comment on the inception report within fourteen calendar days of its receipt. The inception report should detail how the methodology proposed by the Contractor is going to be implemented in the light of an examination of the quality and appropriateness of existing data/information, and in particular how the methodology will answer each of the questions/requests and provide recommendations.

The **interim report** must be submitted in English within six months of the date of the signature of the contract by the last of the two parties. The contracting authority will comment on the interim report within – forty-five calendar days of its receipt. The interim report should provide information about the initial analysis as well as a schedule for the remaining activities to be carried out.

Two **progress reports** will be submitted respectively after four (4) and eight (8) months of the date of signature of the contract. The first progress report shall contain suggestions and recommendations concerning the pilot scheme limited to a maximum of 10 countries.

The **draft final report**, including a draft executive summary, must be submitted in English within 12 months of the date of signature of the contract by the last of the two parties. The contracting authority will comment on the draft final report within fifteen working days of its receipt. The consultant is expected to send 3 copies of the draft final report to the contracting authority.

This document must provide the conclusions of the Contractor in respect of the questions raised within the terms of reference and must be clearly based on evidence generated through the study. The analysis provided must be clear and explicit. The draft final report should also contain exploratory recommendations developed on the basis of the conclusions reached by the Contractor.

It is essential that the report be clear, unambiguous and comprehensible for the non-specialist. Any potential reader must be able to understand:

- the purpose of the feasibility study;
- exactly what was researched;
- how the feasibility study was designed and conducted;
- what evidence was found;
- what conclusions have been drawn on the basis of this evidence;
- what recommendations are being made / lessons learnt on the basis of these conclusions.

The **final report and executive summary** must be submitted one month after the approval of the draft final report. The contracting authority will comment on the final report within forty-five days of its receipt.

The Contractor is expected to send a total of **three (3) paper copies** of the final report to the responsible body and **the electronic versions** of the documents.

The report as well as the executive summary must be provided in English. It must take into account the results of the assessment of the draft final report and discussions with the contracting authority on the draft final report insofar as these do not interfere with the autonomy of the Contractor in respect of their conclusions.

### Additional requirements

1- 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.
- And an executive summary in 5/6 pages in English, French and German unless otherwise more precisely

described in the section "tasks to be carried out",

2- In accordance with the General conditions, the Contractor is under the obligation to acknowledge that the present service is delivered on behalf of the Community in all documents and media produced, in particular final delivered outputs, related reports, brochures, press releases, videos, software, etc, including at conferences or seminars, as follows.

This (publication, conference, training session) is supported by the European Community Programme for Employment and Social Solidarity (2007-2013). This programme was established to financially support the implementation of the objectives of the European Union in the employment and social affairs area, as set out in the Social Agenda, and thereby contribute to the achievement of the Lisbon Strategy goals in these fields.

The seven-year Programme targets all stakeholders who can help shape the development of appropriate and effective employment and social legislation and policies, across the EU-27, EFTA-EEA and EU candidate and pre-candidate countries.

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](http://ec.europa.eu/employment_social/progress/index_en.html)

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

With regard to publication and any communication plan linked to the present service, the Contractor will insert the European Union logo, and if any another logo developed for the employment and social solidarity fields, and mention the European Commission as the Contracting Authority in every publication or related material developed under the present service contract.

## **8. Payments and standard contract**

The terms of payment are as follows:

- 30% of the total amount within 30 days after the signing of the contract;
- 40% after the submission and acceptance of the interim report;
- 30% after the Commission's acceptance of both the final report and final invoice.

In drawing up the bid, the tenderer should take into account the provisions of the standard contract comprising the "General terms and conditions applicable to service contracts".

## **9. Prices**

The price ought not to exceed € 250,000 in total.

Under the terms of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities,

the latter are exempt from all charges, taxes and duties, including value added tax; such charges may not therefore be included in the calculation of the price quoted. The amount of VAT is to be indicated separately.

The price must be stated in EUR(€), net of VAT (using, where appropriate, the conversion rates published in the C series of the Official Journal of the European Union on the day when the invitation to tender was issued), and broken down according to the model in Annex III included in the attached standard contract.

- **Part A: Professional fees and direct costs**

Fees, expressed as the number of person-days multiplied by the unit price per working day for each expert proposed (expert x person/day x unit price).

Direct costs could include all the following assignment-related costs:

- Travel expenses
- Subsistence expenses of the Contractor and his staff;
- Reporting expenses;
- Translation expenses;
- All other unavoidable expenses necessary to the achievement of the Contract.

Should the implementation period be extended, no price revision will apply.

## **10. Groupings of economic operators or consortia**

Tenders can be submitted by groupings of service providers/suppliers who will not be required to adopt a particular legal form prior to the contract being awarded, but the consortium selected may be required to assume a given legal form when it has been awarded the contract if this change is necessary for proper performance of the contract.<sup>1</sup>

However, a grouping of economic operators must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. The documents required and listed in the following points 11 and 12 must be supplied by every member of the grouping.

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

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

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

Those articles are as follows:

### **Article 93:**

Applicants or tenderers shall be excluded if:

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

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<sup>1</sup> *These entities can take the form of an entity with or without legal personality but offering sufficient protection of the Commission's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).*

*The contract has to be signed by all members of the group, or by one of the members, which has been duly authorised by the other members of the grouping (a power of attorney or sufficient authorisation is to be attached to the contract), when the tenderers have not formed a legal entity.*

involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;

f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

**Article 94:**

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

a) are subject to a conflict of interest.

2) The tenderer to whom the contract is to be awarded shall provide, within a time limit defined by the contracting authority and preceding the signature of the contract, the evidence referred to in Article 134 of the implementing Rules, confirming the declaration referred to in point 12.1) above

**Article 134 of the Implementation Arrangements – Supporting documents**

1. *The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in one of the situations described in points (a), (b) or (e) of Article 93 of the Financial Regulations, production of a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that these requirements are met.*

2. *The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 93 of the Financial Regulations, a recent certificate issued by the competent authority of the State concerned.*

*Where no such document or certificate is issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.*

3. *Depending on the national legislation of the country in which the tenderer or applicant is established, the documents referred to in paragraphs 1 and 2 above shall relate to legal entities and/or physical persons, including, where considered necessary by the awarding authority, company directors or any person with powers of representation, decision-making or control in relation to the tenderer.*

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

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

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

**12. Selection criteria**

The candidates will be selected on the basis of their financial and economic capacity and their technical capacity.

**Economic and financial capacity**

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

- Proof of turnover in the last financial year at least equivalent to 100% of the price of the contract;
- Full set of financial statements (comprising at least a balance sheet and profit and loss account) for the last two financial years (or the annual budget of the last 2 years in the case of semi-public or non-profit organisations), where the tenderer is required by law to produce such statements. Where the relevant company law requires these financial statements to be audited, the audit's statement should be included. Where the tenderer is not required to produce full financial statements, other documents establishing financial capacity should be submitted (e.g. internal reports, management accounts, appropriate bankers' statements, evidence of professional risks indemnity insurance etc).

Please note that according to the evaluation of the financial capacity of the bidder, the bidders or the group of

bidders, the Commission might require a financial guarantee according to Art. 102 Financial Regulations to ensure full performance of the contract and/or to limit the financial risks connected with payment of pre-financing.

### **Technical and Professional capacity**

The Tenderer must comply with the following criteria:

- 1 proven track record in the field of feasibility studies in the last five years
- 2 proven track record of policy analysis in the fields of social inclusion and social protection in the last five years
- 3 proven track record in the field of evaluation of public policies in the last five years.

The Contracting Authority shall accept the following as evidence of compliance with the above criteria:

- 1 details of educational and professional qualifications of the persons undertaking the study accompanied by their respective CVs.
- 2 a list of the principal services related to the tasks of the contract provided in the past five years, with the sums, dates and recipients, public or private
- 3 a description of the measures employed to ensure the quality of services, and a description of the firm's study and research facilities.

### **13. Award criteria**

The contract will be awarded on the basis of the best value for money, taking into account the following criteria:

1. The quality and consistency of the tender (**maximum 30%**)
  - the degree of understanding of the nature of the assignment, its context and results to be achieved (**maximum 15%**).
  - the quality and appropriateness of the strategy proposed for the implementation of the expertise (**maximum 15%**).
2. The technical value of the bid and the proposed methodological approach (**maximum 70%**)
  - the work plan: actions proposed to supplement the sources of information available, the use of existing research in the fields covered by the expertise as well as available data to complement background information (**maximum 20%**).
  - type of analysis provided: interpretation of quantitative and qualitative information according to the proposed strategy (**maximum 20%**).
  - timetable including human resources mobilised to carry out the different stages of the work and the capacity to complete the work well in the time available (**maximum 30%**).
3. Price. It should be noted that the contract will not be awarded to a tenderer who receives less than 70 % on the Award Criteria. The total points will then be divided by the price, with the highest-scoring bid being chosen.

### **No obligation to award a contract**

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

### **14. Content and presentation of bids**

#### **Content of bids**

Tenders must include:

- all information and documents necessary to enable the Commission to appraise the bid on the basis of the selection and award criteria (see points 12 and 13 above);
- a bank ID form duly completed and signed by the bank;
- a "legal entity" form duly completed;
- the price;



- the detailed CVs of the proposed experts;
- the name and function of the contractor's legal representative (i.e. the person authorised to act on behalf of the contractor in any legal dealings with third parties);
- proof of eligibility: tenderers must indicate the State in which they have their registered office or are established, providing the necessary supporting documents in accordance with their national law.

### **Presentation of bids**

Bids must be submitted in triplicate (i.e. one original and two copies).

They must include all the information required by the Commission (see points 9, 10, 11 and 12 above).

They must be clear and concise.

They must be signed by the legal representative. **Unsigned bids will be rejected.**

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