



EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

ESF, Monitoring of Corresponding National Policies II

Transnationality, EGF (European Globalisation adjustment Fund)

Framework Service Contract

Contract title **Framework contract for services related to monitoring Transnational and Innovative Action under the 2007-2013 European Social Fund, and to synthesizing and disseminating relevant results**

Contract reference No **VC/2008/0784**
The above title and reference No **must** be quoted in **all** correspondence with the Commission.

Contractor

Other administrative information

Department **DG EMPL/B/4**

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

Call for tender DG EMPL ref. No: VT/2008/090 of

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

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

Service category No: A11

Type of Contract V/SE/FRASEC02

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 Walter FABER, Head
of Unit - EMPL/B/4, 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 of this 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/2008/090 of) and Monitoring
- **Annex II** Contractor's Tender (Registre CAD Ref. No. of
- **Annex III** Model Forms
- **Annex IV** CVs and classification of experts

which form 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 Contract shall take precedence over those in the Orders. The terms set out in the Tender Specifications (Annex I) 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.8 should he dispute any such instruction.

I. **Special conditions**

Article I.1 **Subject**

I.1.1. The subject of the Contract is: **Services and products related to monitoring Transnational and Innovative Action under the 2007-2013 European Social Fund, and to synthesizing and disseminating relevant results.**

I.1.2. Signature of the Contract imposes no obligation on the Commission to purchase. Only implementation of the Contract through Orders is binding on the Commission.

I.1.3. Once implementation of the Contract has been asked or commenced, the Contractor shall reply and execute the tasks in accordance with all terms and conditions of the Contract.

I.1.4. All Orders implementing the Contract shall conform to the terms set out therein.

I.1.5. The Contract does not confer on the Contractor any exclusive right to provide the services described in Annex I to the Commission.

Article I.2 **Duration**

I.2.1. The Contract shall enter into force on the date on which it is signed by the last contracting party. The date of signature of the present Contract is that of the date stamp applied by the postal services of Employment, Social Affairs and Equal Opportunities DG on the title page of the present Contract after it has been signed by both parties.

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

I.2.3. The Contract is concluded for a period of 12 months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.

I.2.4. The Orders shall be signed before the Contract to which they refer expires.

The Contract shall continue to apply to such Orders after its expiry, but no later than 6 months.

I.2.5. The Contract may be renewed up to 3 time(s), each time for a period of 12 months, only before expiry of the Contract and with the express written agreement of the parties. Renewal does not imply any modification or deferment of existing obligations.

Article I.3 **Prices**

I.3.1. The prices of the services shall be as listed in Annex II.

I.3.2. Prices shall be expressed in EUR.

I.3.3. *Price revisions*

Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

From the beginning of the second year of duration of the Contract, 80% of each price may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed. The Commission shall purchase on the basis of the prices in force on the date on which orders or specific contracts are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in [1 out of 3 options will be taken, depending on Contractor's address ¹⁾ ► the harmonised consumer price index MUICP published for the first time by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/>.. ► the harmonised consumer price index EICP published for the first time by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/>.. ► the consumer price index of the State in whose currency Contract price is expressed.]

Revision shall be calculated in accordance with the following formula: $Pr = Po \times [0,2 + 0,8 (Ir / Io)]$
where:

- Pr = revised price;
- Po = price 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.

1.3.4. Travel, subsistence and shipment expenses

In addition to the total amount specified in each order, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7.

Article I.4 Implementation of the Contract

1.4.1. Within 10 working days of the date of notification of a request for services by the Commission, the Contractor shall send the latter a duly substantiated estimate of the resources to be allocated for this purpose.

1.4.2. The Commission shall then send an order form, duly signed and dated, containing the accepted bid and indicating the start date of the tasks and the deadline for their execution.

Article I.5 Payment periods

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 or negligence on the part of the Contractor.

1.5.1. Pre-financing

Within 30 days of the start date of the tasks and the reception of the relevant invoice, indicating the reference number of the Contract and of the Order Form to which it refers, pre-financing payment of 30% of the total value of the Order shall be made.

1.5.2. Interim payment

Requests for interim payment by the Contractor in accordance with the instructions laid down in Annex I shall be admissible if accompanied by:

- an interim technical report,
- the relevant invoices, indicating the reference number of the Contract and of the Order to which they refer,

¹ Specify the consumer price index e.g.:

- "MUICP": (euro zone) for a Contract expressed in euro (as a general rule);
- "EICP": (EU-15) when the Contract is executed in the European Union (outside the euro zone);
- 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.

provided the report has been approved by the Commission.

The Commission shall have 60 days from receipt to approve or reject the report, and the Contractor shall have 30 days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by the Commission, an interim payment equal to 40% of the subtotal fees and direct costs referred to in the relevant Order shall be made.

1.5.3. Payment of the balance

The request for payment of the balance by 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 indicating the reference number of the Contract and of the Order to which they refer,

provided the report has been approved by the Commission.

The Commission shall have 60 days from receipt to approve or reject the report, and the Contractor shall have 30 days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by the Commission, payment of the balance corresponding to the relevant invoice shall be made.

Only for Contractors to who VAT applies and with fiscal imposition in Belgium:

For Contractors established in Belgium, the Orders shall include the following provision: “*En Belgique, l'utilisation de ce bon de commande vaut présentation d'une demande d'exemption de la TVA n° 450*” or an equivalent statement in the Dutch or German language. The Contractor shall include the following statement in his invoice(s): “*Exonération de la TVA, Article 42, § 3.3 du code de la TVA*” or an equivalent statement in the Dutch or German language.

1.5.4. Performance guarantee

Not applicable.

Article 1.6 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 1.7 General administrative provisions

Any communication relating to the Contract or to its implementation shall be made in writing and shall bear the Contract and Order numbers. 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/B/4
B-1049 Brussels (Belgium)

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

³ By a document issued or certified by the bank.

Contractor

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

Article I.8 Applicable law and settlement of disputes

I.8.1. The Contract shall be governed by Community law, complemented, where necessary, by the national substantive law of Belgium.

I.8.2. 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.9 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.5; are joined to this request. If these specific documents are not sent to the Commission all together with the payment request, the 60 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.5, the period of 60 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.

Data protection

Any personal data included in or relating to the Contract, including its execution, 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 internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Community.

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**Interim payment**

The interim payment provided for under Article I.5.2 shall not be made for Order of services below 50.000 EUROS.

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 has 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 Invoicing and Payments

II.4.1. Pre-financing

Where required by Article I.5.1, 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 and of the order or specific 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 each order or specific contract, 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 and of the order or specific 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.5 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 and set out the reasons for the suspension 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.5 shall begin to run again once the suspension has been lifted.

II.5.3. In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, 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. In the event of failure to pay by the deadline specified in the request for reimbursement, 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 that 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.

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.9 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, a pending order or a specific 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 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;
- (c) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (e) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (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 under a pending order or a specific contract has not actually commenced within fifteen days⁴ 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 c), d), 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 or a pending order or specific 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.

⁴ This period can be modified in the Special Conditions depending on the nature of the contract.

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 execute or complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees enforceable under the Contract.

Article II.15a Substantial errors, irregularities and fraud attributable to the Contractor

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Commission may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

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%⁵ of the amount of the relevant purchase 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 of the last implementation.

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 of the last implementation.

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 of the last implementation.

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. An order or a specific contract may not be deemed to constitute an amendment to the Contract.

⁵ The daily rate for liquidated damages may be modified in the Special Conditions where the subject of the contract so justifies.

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 Contract, pending orders or specific contracts 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, of the orders or specific contracts, or of part thereof.

Signatures

1. For the Contractor,

..... (forename and name)

..... (position)

..... (company name)

2. For the Commission,

Walter FABER

Head of Unit - EMPL/B/4

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/2008/090 of

Specifications – Invitation to tender No VT/2008/090

Call for tenders: Framework Contracts for Services related to Monitoring Transnational and Innovative Action under the 2007- 2013 European Social Fund, and to Synthesizing and Disseminating Relevant Results

1. Title of the contract

"Framework Contract for Services related to monitoring Transnational and Innovative Action under the 2007-2013 European Social Fund, and to synthesizing and disseminating relevant results"

2. Background and Context to the Contract

2.1 Transnational cooperation and innovative action under the ESF

The main purpose of the promotion of transnational cooperation and innovative action under the ESF is to contribute to reforms in employment and social inclusion policies essentially through capitalising on the results of innovative activities and learning from other countries.

Basing strategies and actions on evidence and experience of what works and what not, and why, on exchange of information, sharing of good practice, and working together towards common solutions in a multicultural environment has an important multiplier effect by:

- strengthening the capacities to innovate;
- modernising and adapting institutions to new social and economic challenges;
- identifying and assessing issues and solutions for reforms in policy and delivery in order to meet the objectives of the Lisbon strategy; and
- improving the quality of governance.

2.2 ESF support at EU level for Transnational Cooperation

This is why the ESF Regulation ((EC) No 1081/2006⁶), building on the experience of the 2000-2006 Community Initiative EQUAL, stipulates that transnational co-operation and innovative action is an integrated feature of the 2007-2013 ESF:

"In implementing the objectives and priorities referred to in paragraphs 1 and 2, the ESF shall support the promotion and mainstreaming of innovative activities in the Member States⁷.

"The ESF shall also support transnational and interregional actions in particular through the sharing of information, experiences, results and good practices, and through developing complementary approaches and coordinated or joint action."⁸

⁶ Regulation (EC) No 1081/2006 of the European Parliament and the Council of 5 July 2006 on the European Social Fund and repealing Regulation (EC) No 1784/1999, Official Journal of the EU, L 210, 31 July 2006

⁷ Article 3, paragraph 5 of Regulation (EC) No 1081/2006

⁸ Article 3, paragraph 6 of Regulation (EC) No 1081/2006

The latter provision invites Member States and regions to support transnational cooperation, through their national and regional ESF Operational Programmes (OPs)⁹

- in all policy areas identified for ESF interventions, such as adaptability, labour market policies, social inclusion, human capital and strengthening public administration;
- for all types (strategic stakeholders such as social partners, NGOs, training and regional development organisations, public administrations, ESF management bodies, beneficiaries, participants in projects) and levels of actors, and
- for all types of exchange and cooperation (joint projects; events; focus groups and networks; mobility and exchange of people).

As a result, Member States and regions, in their Operational Programmes under the ESF 2007-2013, plan to use 2% (€ 3 bn) of the budgets of their Operational Programmes for transnational cooperation.

In addition, the Commission has committed itself to provide flexible support to Member States and regions to facilitate the implementation of the transnational dimension of Operational Programmes (OPs). The Commission is providing swift support to emerging needs of Member States that are more effectively met at European level. As outlined in its "Action Plan to support Transnational Cooperation at EU level"¹⁰, it will complement and reinforce the actions carried out at national or regional level. In doing so, the Commission's role will be that of:

- a facilitator of good practice between ESF managers and strategic stakeholders of Member States and regions, and
- a catalyst for learning and change, thus contributing to capacity building and supporting the reform agendas at national and regional level.

The Action Plan to support Transnational Cooperation 2007-2013 at EU level of Directorate General for Employment, Social Affairs and Equal Opportunities is based on Art 45(1)e of the General Regulation (Council Regulation (EC) No 1083/2006¹¹) ("measures to disseminate information, networking, raise awareness, promote cooperation and exchange experiences throughout the Community") and aims at contributing to implementing the provisions of the corresponding Art. 9 of the ESF Regulation ((EC) No 1081/2006). This calls for the Commission's promotion of:

"in particular, exchanges of experience, awareness-raising activities, seminars, networking and peer reviews serving to identify and disseminate good practice and encourage mutual learning and transnational and interregional cooperation with the aim of enhancing the policy dimension and contribution of the ESF to the Community objectives in relation to employment and social inclusion".

These provisions have been further specified in the Action Plan, which was presented and welcomed by the European Social Fund Committee in March 2007. The Action Plan includes:

- providing a platform to identify and share, at an early stage, the themes selected and implementation provisions established by the Member States for transnational cooperation;
- establishing a network of ESF managers, who are responsible for implementing the transnational operations under an Operational Programme;
- supporting the creation of a user-friendly IT tool facilitating searches for suitable transnational partners, transnational events funded under the ESF, and for activities and results of transnational networks;
- supporting the validation of good practices/innovation and their results and to provide space on the ESF web portal;
- presentation of good practices, and
- supporting and thematic expertise for the establishment of thematic networks, exchange events and policy fora of groups of Member States and Regions.

In a nutshell, the Action Plan comprises a coherent support package for Member States and Regions to share practices, experience and tools for spending their budgets for transnational exchange and cooperation in the most effective way.

⁹ For the period 2007-2013, 117 OPs have been adopted by the Commission. More than half of them are managed by regional authorities, mainly from Germany, Italy and Spain.

¹⁰ http://ec.europa.eu/employment_social/equal/data/document/200704-trans-actionplan_en.pdf

¹¹ Council Regulation (EC) No 1083/2006 of 11 July 2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Regulation (EC) No 1260/1999, Official Journal of the EU, L 210, 31.7.2006, p. 25.

The Commission will present and disseminate results from innovative and transnational action through learning networks of key actors, web articles and publications, seminars and conferences and by developing synergies with the activities of other Community programmes and networks such as the PROGRESS Programme and the "Regions for Economic Change" Initiative.

3. Objective of the Framework Contracts

In the context of the Action Plan of DG Employment, Social Affairs and EQUAL Opportunities (DG EMPL) to support Transnational Cooperation 2007-2013 at EU level, the objective of this call for tenders is to establish framework contracts for services to assist the Commission in supporting and capitalising on transnational/interregional and innovative action under the ESF across Europe, through monitoring, analysis, synthesis and dissemination as well as through pooling evidence, experience and expertise from relevant action across the ESF OPs under the 4 lots specified under chapter 4 of this Call.

Services under all lots will provide contents-oriented and methodological expertise underpinned by a European comparative perspective of the themes/issues specified. These themes and issues reflect the ESF's scope of assistance and may cut across different ESF priorities.

The outcome of the contractors' work will be fed back into the process of transnational cooperation and innovative action in the form of a pool of competencies and experience "thus enhancing the policy dimension and contribution of the ESF to the Community objectives in relation to employment and social inclusion"¹².

4. Subject of the contracts

These services regarding ESF actions and their impact (in particular on policies; legislation; strategies and actions of key stakeholders; delivery systems, networking, learning capabilities and partnerships) have to be carried out under four thematic lots which cover relevant actions promoted under the ESF.

Lot 1. Increasing adaptability of workers, enterprises and entrepreneurs, and enhancing human capital

1.1 Increasing adaptability of workers, enterprises and entrepreneurs, including the promotion of:

- life-long learning in enterprises, especially SMEs
- age management
- innovative and more productive ways of organising work
- inclusive and social entrepreneurship, (self-)employment
- mobility of workers
- the identification of future occupational and skills requirements
- services for employment, training and support for workers in the context of company and sector restructuring

1.2 Enhancing human capital, including the promotion of:

- reforms in education and training systems in order to develop employability
- the improvement of labour market relevance of initial and vocational education
- participation in education and training throughout the life cycle, including through action to achieve a reduction in early school leaving
- the continual updating of the skills of training personnel with a view to innovation and a knowledge based economy

Estimated volume of tasks under this lot:

The estimated maximum annual amount for this lot is 300,000 €. This estimate is purely indicative.

Lot 2 Enhancing access to employment and the sustainable inclusion in the labour market, including the promotion of:

- the modernisation and strengthening of labour market institutions
- youth employment
- active aging and longer working lives
- reconciliation of work and private life
- access to and sustainable participation and progress of women in employment
- action to increase the participation of migrants in employment
- validation of competences and acquired skills

¹² Article 9 of Regulation (EC) No 1081/2006 of the European Council and the Parliament on the European Social Fund

Estimated volume of tasks under this lot:

The estimated maximum annual amount for this lot is 250,000 €. This estimate is purely indicative.

Lot 3 Reinforcing the social inclusion of disadvantaged people with a view to their sustainable integration in employment, including the promotion of:

- pathways to integration and re-entry into employment of disadvantaged people such as minorities, people with disabilities, people with mental health problems, (ex)-offenders, asylum seekers
- employability measures, including in the field of social economy
- support, community and care services that improve employment opportunities
- diversity in the workplace
- combating of discrimination in accessing and progressing in the labour market
- local employment initiatives

Estimated volume of tasks under this lot:

The estimated maximum annual amount for this lot is 350,000 €. This estimate is purely indicative.

Lot 4 Good governance and capacity building, including action to promote:

- partnerships, pacts and initiatives through the networking of relevant stakeholders
- tools and methods for quality management in policy and programme design, monitoring and evaluation
- an experimental approach and innovation action
- transnational exchange and cooperation, and learning networks
- gender mainstreaming
- capacity building in public bodies at national, regional and local level, social partner organisations and NGOs for strengthening their efficiency in delivering reforms.

Estimated volume of tasks under this lot:

The estimated maximum annual amount for this lot is 300,000 €. This estimate is purely indicative.

5. Tasks to be carried out for each lot

The tasks to be carried out for each lot consist in the **delivery of products** related to monitoring, analysing, synthesizing and providing assistance in disseminating information on relevant activities, evidence, practice experience and results from transnational and innovative action under the ESF across Europe (within the themes of the lot chosen), as well as in pooling relevant knowledge and results. This will include relevant transnational and innovative action funded through national and regional ESF Operational Programmes as well as the activities of EU learning networks¹³ related to the specific theme/issue of the lot chosen. Relevant input for the work of the contractor will also derive from EQUAL experience¹⁴ and the studies and networks funded under PROGRESS as well as the "Regions for Economic Change" Initiative.

The contractor will be asked to deliver a combination of products under tasks (A) to (I) outlined below. It should be noted that the specific requests for services that will be issued under the framework contracts may include different quantities of products, involve different time schedules, include terms which will be more specific, and may include activities different from the ones described below (but of similar nature), in response to the evolving policy agenda. It should also be noted that a certain degree of overlap between the lots cannot be avoided, as most employment and social issues are interrelated, and the implementation of relevant action may also be closely linked.

¹³ See Restricted Call for Proposals VP/2008/018 "Learning for Change. Setting up learning networks under the ESF 2007-2013" http://ec.europa.eu/employment_social/emplweb/tenders/index_calls_en.cfm

¹⁴ The results of the EQUAL Initiative have been documented on the website http://ec.europa.eu/employment_social/equal/index_en.cfm, which presents relevant strategic lessons learnt, success stories, practical examples, tools and guides

Task A Monitor 2007-2013 transnational and innovative action across the EU under the 2007-2013 ESF

This task covers the following products:

- Product 1: Desk research, which includes **analysis and synthesis** of the relevant sections on transnational and innovative actions of the **annual implementation reports** of a number of selected¹⁵ ESF OPs; this product may include telephone interviews with programme managers.
- Product 2 **Field work**, mainly through on-the-spot visits to interview key actors in the member states such as responsible ESF managers, policy/decision makers, experts, project promoters, beneficiaries with the aim to collect information on practical examples and good practice, and to obtain background information on relevant aspects of programme implementation and development; this product includes one (1) on-the spot visit outside Brussels and may also cover telephone interviews.
- Product 3 **Participative observation** of key transnational events (meetings, seminars, conferences, peer reviews, etc) to assess the development of transnational exchange and cooperation, identify problems, and success factors in, networking and mutual learning; this product includes participation in one (1) event outside Brussels.
- Product 4 **Monitoring** the development of one specific **EU-level network**¹⁶ of ESF managers and key stakeholders, through following their activities including (web) communication platforms, and attend steering group meetings and key events during 12 months.

The results of this empirical work will provide input to products 5 to 14; this may require some degree of action research. For example, close interaction with key members of the transnational networks of ESF managers and key stakeholders may facilitate the identification of key issues, relevant practices and other relevant knowledge needed to perform task (B).

The output of products 1, 2 and 3 is a short summary (1-2 pages) of the relevant content of each OP analysed, and of each visit or event attended. The output for product 4 is four quarterly reports on the development of the network, highlighting problems, and success factors in, network and community development, assessing achievements their management and the impact of mutual learning processes (5-8 pages per report).

Task B Policy briefs on issues and themes that are of particular interest for ESF implementation and the policies which the ESF supports

Policy briefs (product 5) are addressed to policy makers and practitioners in the ESF and the policies which the ESF supports and are a means to support evidence-based policy development and implementation. They focus on specific issues and themes outlining the relevant policy framework at EU level, describing the good practices identified, presenting (links/references to) relevant evidence and experience, highlighting their added value, addressing critical implementation aspects, and drawing strategic lessons for mainstreaming effective approaches and practices.

Policy briefs are based on in-depth analysis and expert assessment on the situation and development regarding specific issues and themes that are of particular interest for ESF implementation (notably the promotion of transnational activities and innovative action) and the policies the ESF supports. In order to validate the relevance and effectiveness of transnational and innovative efforts under the ESF the in-depth analysis will bring together:

- comparative micro-level analysis and assessment of selected innovative or transnational actions; by identifying in particular what works, what doesn't, and why; what are the advantages over current practice, what strategies and approaches help to overcome barriers to "mainstreaming" innovations, based on fieldwork, and
- policy level analysis which builds on relevant empirical and analytical work (e.g. evaluation reports), the results of PROGRESS studies; lessons learnt from the Community Initiative EQUAL and related analysis; results of networks funded under the ESF, PROGRESS or the "Regions for Economic Change" Initiative.

¹⁵ The standard sample of OP annual implementation reports for Product 1, to be agreed between the Commission and the contractor, covers analysis and synthesis of the relevant sections of 5 reports. The Commission will provide summaries for reports not available in EN, FR or DE.

¹⁶ These networks will be selected under the Restricted Call for Proposals VP/2008/018 "Learning for Change. Setting up learning networks under the ESF 2007-2013" http://ec.europa.eu/employment_social/emplweb/tenders/index_calls_en.cfm.

For examples of such networks see <http://www.gendermainstreaming-cop.eu/home>, or <http://innovation.esflive.eu/>

Policy briefs (4-6 pages) will have to be delivered in clear language for the target audience and contain references to relevant evidence and practice produced under the framework contract, and to other relevant documents. This product includes one (1) policy brief.

Task C Semester reports

Synthesis reports on transnational/interregional and innovative actions regarding the themes/issues under the chosen lot may be requested:

Product 6: A **spring report** to summarise the thematic findings analysis and assessment work under tasks (A) and (B), which will include an assessment of the developments regarding activities and actors, thematic and governance issues, administrative problems, as well as recommendations for the further development of the transnationality and innovation strands in the ESF OPs, and for further support under the Action Plan to promote transnational cooperation, the links with PROGRESS and the "Regions for Economic Change" Initiative. It will be used to inform Commission officials, ESF managers and the general public on the development of transnational and innovative action under the ESF.

Product 7: An **autumn report** to present a mapping of transnational/interregional activities and innovative actions supported under the ESF OPs in terms of themes and issues, cooperation patterns, expenditure, results and policy recommendations. It will be based on the monitoring and analysis work under task (A), in particular on the analysis of OP level information (product 1). In order to get a full picture on the development of transnational and innovative actions in all OPs, the Commission will arrange meetings between the contractors and the responsible Commission desk officers.

The draft reports (15-20 pages, including a 1-2 pages flash report) will be presented and discussed with the Commission. The Commission's comments should be taken into account when finalising the reports.

Task D Developing common methodologies for work, and synthesising and pooling European expertise across the ESF priorities and the policies or aspects of policies the ESF supports

The objective of this task is to ensure comparable or common methods of work, to develop synergies between the work of experts carried out under the different lots of this call, and to complement the knowledge base on evidence and knowledge, experience and practice, strategies and tools generated under tasks (A) to (C) regarding transnational and innovative action under the ESF by carrying out cross-cutting comparative analysis and synthesis. This will allow the creation of a pool of European expertise as well as the documentation of the results of mutual learning from transnational exchange and innovative action, thus assisting the Commission in organising a progressive process of capitalising on the lessons from these actions.

This task covers the drafting of papers, in close exchange with experts working under other lots of this call.

Product 8 proposing or describing **common methodologies of work**, e.g for data collection, validation of practices, presentation of practices or lessons learnt, through exchange of expertise and experience with experts working under other lots of this call, and a joint workshop where needed.

The result of this product is one (1) short methodological working paper (5-10 pages) that can be applied for work under all lots.

Product 9 presenting **strategic lessons** regarding cross cutting issues, such as flexicurity, based on comparative analysis and synthesis of the results of work performed under different lots and presenting them in the context of the relevant policy framework. The methodology to be applied and the structure of presenting results could be similar to that of a policy brief (product 5).

Task E Support in disseminating relevant results

Services under this task will help to communicate the results of transnational exchange and innovative action, as analysed and synthesized under tasks (A) to (C), to policy makers, ESF managers and practitioners, and the general public through:

- Product 10: Presentation¹⁷ of relevant findings and **strategic lessons** to the Commission staff in **Brussels** (one-day event); this product covers one (1) presentation.
- Product 11: Presentation¹⁸ of key findings and **strategic lessons** at events (such as exchange events, peer reviews, learning seminars, policy fora) organised by Member States and Regions **outside Brussels** (one-day event); this products covers one (1) presentation.
- Product 12: Communication of strategic lessons and other results to a wider public through **web articles** (to be published by the Commission); this product covers the drafting of one (1) web article (2-4 pages).

Task F Support to the Commission in preparing seminars and conferences on the outcomes of transnational and innovative action under the ESF

The aim of product 13 is to assist the Commission in the preparation of thematic seminars and workshops to present the results of transnational exchange and innovative actions. Work would involve, in particular, drafting:

- a seminar overview outlining context and purpose, format, contributions, and possible speakers (2 pages);
- a comprehensive brief for the chair (5 pages);
- a summary report on the outcomes (2-3 pages).

This product will relate to one (1) seminar and will not involve missions.

Task G Expert opinion and consultancy

Work under this task aims at using the expertise of the contractors, and their experience and knowledge gained under the framework contract, for ad hoc expert opinion and consultancy assignments. This task will include small-scale analytical pieces of work, such as document review, compilation of facts and figures, or ad hoc advice to the Commission or bodies managing the ESF in member states or regions. The results will be used by the Commission to respond to requests for information on a specific issue linked to the chosen lot.

Three tasks are envisaged:

Product 14: **Expert opinion**

Work under this product will require approx. 3 working days of experts. It will result in a short expert paper (5-8 pages).

Product 15: **Ad hoc consultancy**

Work under this product will require approx. 8 working days of experts. It will result in a discussion paper (10-15 pages).

Product 16: **Advice to member states or regions**

Work under this product will require approx. 5 working days of experts. It will result in a discussion paper (8-10 pages) and be associated with a one (1) day mission.

In addition to the products specified under tasks A to G, the Commission may ask for the translation of the output document of a product into French, German, Spanish, Italian or Polish. For details, see Annex 4.

Task H Bilateral progress meetings

As many progress meetings as required for a smooth management of the contract between the project leader for the Framework Contract and the Commission services on the quality of the services provided under this contract will be held in the Commission's premises in Brussels (at a minimum two meetings per year will be scheduled, as a rule, in conjunction with a coordination meeting as described in Task I).

These meetings will give both parties the opportunity to assess jointly the implementation of the contract, monitor the progress of the work and compliance with quality standards, speed and quality of response to the requests for service; quality of contract administration and coordination; quality and timing of the deliverables. The Commission reserves the right to change the frequency of these meetings where necessary.

Product 17: **Participation in bilateral progress meetings**

This product will require a half (1/2) working day of experts (project leader). Relevant expert fee must include the travel and subsistence costs. The product relates to participation in one (1)

¹⁷ presentation to be submitted in ppt format, together with a 2 page abstract

¹⁸ presentation to be submitted in ppt format, together with a 2 page abstract

meeting.

Task I Coordination meetings and methodology workshops

The contractor will need to participate in coordination meetings and methodology workshops with the Commission and project leaders/experts carrying out tasks under the other lots of this Call.

The **coordination meetings** will, as a rule, be organised twice a year, take place in Brussels and will aim at ensuring complementarity of tasks, coherence regarding work methodology, synchronisation of work schedules and exploitation of synergies, where needed.

Product 18: Participation in coordination meetings

This product will require a half (1/2) working day of experts (project leader). Relevant expert fee must also include the relevant travel and subsistence costs. The product relates to participation in one (1) meeting.

The costs of the **methodology workshops** will be covered through products 8 and 14.

6. Nature of the contract

The European Commission intends to conclude a Framework Contract for supplying services related to monitoring transnational and innovative action under the 2007-2013 European Social Fund, and for synthesizing and disseminating relevant results.

The Framework Contract will set out the general contractual terms (legal, financial, technical, administrative etc.) that apply during their period of validity and govern commercial relations between the Commission and the contractor.

The model Framework Contract applicable is provided in the tender documents. Bidders must declare their acceptance of it and must take it into account in drawing up their tenders. Bidders' attention is drawn to the fact that the Framework Contract does not constitute the placement of an order but is merely designed to set the legal, financial, technical and administrative terms governing relations between the contracting parties during the contract term. Orders can only be placed by the Commission using the service order form contained in Annex III to the Framework Contract.

The signature of the Framework Contract does not commit the Commission to placing orders and does not give the contractor any exclusive right to provide the services covered by the Framework Contract. In any case, the Commission reserves the right, at any time during the Framework Contract, to cease placing orders without the contractor thereby having the right to any compensation.

Administrative arrangements for the management of the contract at Commission level

The Transnationality/EGF unit of DG EMPL (Unit EMPL/B/4) will be the only contact point as regards the Framework Contract, will draft and handle the indicative work plan for the Framework Contract and will decide on the renewal of the contracts. Moreover, in compliance with chapter 10 of these Terms of Reference and article II.13 of the Framework Contract, the Transnationality/EGF unit of DG EMPL will take the final decision as regards subcontracting of services within any service order and the acceptance of CVs.

The contractor must receive the approval from the Transnationality/EGF unit of DG EMPL for all staff providing services in performance of the framework contract. In order to enable the Transnationality/EGF unit of DG EMPL to ensure that this requirement is met, the contractor must notify the unit immediately of the relevant staff as well as of any planned change of staff, and will be required to bear any costs incurred by such replacements.

The approval by the Transnationality/EGF unit of DG EMPL will be based on examination of the relevant curriculum vitae, possibly supplemented by an interview. The contractor will be required to bear any costs of any kind incurred for interviews. The Commission will notify the contractor of its decision in writing. In the event of a rejection, the contractor must propose another service provider with the requisite qualities.

The Transnationality/EGF unit of DG EMPL reserves the right to require the replacement without notice of any member of staff not satisfying the requirements of this section and/or of point II.1.7 of the Framework Contract, as well as the general requirement concerning discretion provided for in the General Terms and Conditions.

Procedure for service orders

When the Commission wishes to procure services under the Framework Contract, it will issue a request for services. The request will set out the terms of reference for the tasks requested, including the estimated maximum price including all expenses and the performance deadlines in keeping with the contract terms. The request will also include an order form number provided by the Transnationality/EGF unit of DG EMPL. This request will be sent to a functional e-mail address set up by the contractors for the purpose of the framework contracts and to a designated contact person. The contractors shall confirm the receipt of the email.

Within 5 working days after receipt of a request for services, the contractor shall express in writing by e-mail its availability to carry out the services required.

Within 10 working days after the date of sending the request for services, the contractor will provide the Commission with a written offer by e-mail and by post for the products required, including an outline of the methodologies proposed, the names of the experts to deliver the product, a work programme and a lump-sum price for the order, based on the price schedule for the products and translation services defined in the Specifications. The Commission services concerned will examine the proposal received. If it meets the terms specified in the request for services, the Transnationality/EGF unit of DG EMPL will award the corresponding service order.

Other than the receipt of offers and the signature of the service order, documents shall be exchanged by electronic mail using a functional address.

7. Provisions concerning arrangements for contract performance, reporting, conflict of interest and confidentiality

7.1 Contract performance

The contractor must perform the contract to the highest professional standards and must comply with the quality plan established in accordance with chapter 7.2 below. If the contractor fails to do so, the Commission may terminate the contract, in accordance with Article II.15.1 of the Framework Contract.

The contractor will have sole responsibility for complying with all legal obligations respectively incumbent on him or her, particularly those arising from employment law, tax law and social legislation.

The Contractor may neither represent the Commission nor behave in any way that would give such an impression. The Contractor must inform third parties that he/she does not belong to the European public service, but is exercising the tasks on behalf of the European Community.

The Contractor will be solely responsible for the staff carrying out the work, who may not be placed in a position of dependency in relation to the Commission.

All deliverables must be sent to the Commission by electronic mail and in hard copy and should be submitted in English.

A service order may specify cumulative delivery of outputs specified under a product or service.

7.2 Quality management

The bidders shall define in their proposal a **quality plan** that they propose to adopt for the purposes of providing the services covered by the lot(s) for which they are bidding.

In their proposed quality plan, bidders must specify how they intend to control and ensure high quality and effective monitoring of the services and tasks they may be required to supply to the Commission in implementation of their contract. The project leader for the framework contract must provide the Commission with answers and solutions, both as regards the subject of the orders and organisational or administrative matters

(including problems related to invoicing and payment), and implement them subject to the Commission's agreement.

The proposed quality plan must specify, among other things:

- the procedures the bidder intends to implement and the indicators (e.g. compliance with agreed deadlines) to be used to ensure the quality and monitoring of the services rendered;
- personnel policy and management including the mechanisms for notification to the Commission, and timely and full replacement of any reduction in capacity, in order to ensure the committed level of expertise and resources throughout the whole duration of the contract;
- in the case of consortia, the structure set up for coordinating the work between the different members of the consortium, including working criteria for the distribution of assignments between the members of the consortium and the composition of ad hoc teams;
- the procedure for updating and adapting the quality plan, taking into account that any such updating and adaptation must have the Commission's prior approval.

All expenses incurred in producing and implementing the quality plan will be borne by the contractor.

7.3 Final Activity report

On completion of the final Order for services and together with the technical report that accompanies the request for payment of the balance of the final Order for Services, the contractor must also submit a final activity report containing, in consolidated form, a description of:

- the products delivered,
- the main administrative, organisational, financial or management problems encountered, and how these were tackled,
- comments and recommendations useful for the organisation and management of the implementation of this type of framework contracts.

The cost of producing the final report must be borne exclusively by the contractor; the Commission will not participate in any way in the expenditure incurred of the reports required.

7. Additional information to the Tender specifications and monitoring

See attached document(s): pages.

Contractor's Tender

ANNEX II

Registre CAD Ref. No. of

See attached document: pages.

Draft
Draft

ANNEX III **Model Forms**

1. Model Forms

1.1. Request for Services

The Request will be accompanied by indicative *Draft Tender Specifications and Monitoring* about the services to be performed.

1.2. Service Order Form

The Order Form will be accompanied by precise and detailed (binding) *Tender Specifications and Monitoring* about the services to be performed and by the *Tender of the Contractor*.

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)¹⁹ 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;

¹⁹ All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

- 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	58,00	169,00	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	F.Y.R. of 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	52,00	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

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.



EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

[directorate]
[unit]

Brussels,
EMPL/..... – D(2008) –

(date of notification)

[Name and address of Contractor]

Request for Services

Ref. No VC/...../.....
(Ref. No to be quoted in all correspondence)

Under the Service Framework Contract
ref. No of
between and DG

Further to the above-mentioned Contract concluded between the Commission and your firm, we request a proposal for the service described below.

1. Title of the requested services	
2. Requestor (Name and title)	
3. Draft Tender specifications and Monitoring	See attached <i>Draft Tender specifications and Monitoring</i>
4. Estimated duration (Calendar days)	
5. Estimated expertise required (Estimated number of experts, of w.d./expert, of total w.d.)	See attached <i>Draft Tender specifications and Monitoring</i> , 4. Estimated expertise required
6. Expected output (Specialised services to be provided)	See attached <i>Draft Tender specifications and Monitoring</i>
7. Address of requestor, where to send the proposal in return (Full address)	European Commission Employment, Social Affairs and Equal Opportunities DG [Unit and administrative address] B-1049 Brussels, Belgium
8. Signature of requestor	
9. Date of signature by requestor	

w.d. = 1 working day for 1 expert; only the services actually provided by the expert(s) for the mission concerned will be payable to the Contractor.

We thank you in advance for responding rapidly to this request by submitting at your earliest convenience a proposal (estimate) in accordance with the provisions of the Contract, within 10 working days of the date of notification of this service request.

Please ensure that your estimate is drawn up in accordance with the provisions of Annex I to the Contract and that it includes your personal opinion, suggestions and recommendations concerning the methodology and/or professional qualification required (including the counter-proposals and proposals/alternative suggestions you deem appropriate).

Annex:

- Proposed *Draft Tender Specifications and Monitoring*.



Service Order Form

Brussels, (date of issue)

Following a Service Framework Contract

EUROPEAN COMMISSION

Employment, Social Affairs and
Equal Opportunities DG
Requesting Department

.....
.....

Reference Nos to be quoted in all correspondence	
Order form No:	Accounting No:
VC/...../.....	SI2.

Order form title:

This order is governed by the provisions of Framework Contract No of, between the Contractor and DG, in force from to
Acceptance of this order implies that the contractor waives all other terms of business or of execution of the tasks.

Description of the Services	Unit price	Quantity	Unit	Sub-total in €	Total in €
	in €		type		

FEES AND DIRECT COSTS		(fixed prices)			
<i>Specialised services: max. provision for fees</i>					0,00
Experts of qualification level I					
Details	0,00	0	w.d.	0,00	
Experts of qualification level II					
Details	0,00	0	w.d.	0,00	
Experts of qualification level III					
Details	0,00	0	w.d.	0,00	
Experts of qualification level IV					
Details	0,00	0	w.d.	0,00	
<i>Specialised supplies: max. provision for direct costs (to be specified)</i>					0,00
Details	0,00	0	unit	0,00	
<i>Travel</i>					0,00
Journeys for participants 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	
<i>Accommodation</i>					0,00
Hotel expenses for participants as mentioned in Annex I					
Details	0,00	0	pers.	0,00	
Provision for supplementary accommodation upon request of the Commission					
Details	0,00	0	pers.	0,00	
<i>Subsistence</i>					0,00
Subsistence expenses for participants 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	
<i>Logistic and organisational expenses</i>					0,00
Rent of conference rooms					
Details	0,00	0	pers.	0,00	
Catering					
Details	0,00	0	pers.	0,00	
Fees for interpreters					
Details	0,00	0	pers.	0,00	
Rent of interpreters' boots and supplies					
Details	0,00	0	unit	0,00	
Printing and dissemination of documents					
Details	0,00	0	copies	0,00	
Translations					
Details	0,00	0	pages	0,00	

Description of the Services	Unit price in €	Quantity	Unit type	Sub-total in €	Total in €
Other direct costs (to be specified)					0,00
Details	0,00	0	unit	0,00	
Sub-total "Fees and Direct Costs"					0,00

REIMBURSABLE EXPENSES		(max. prices)			
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 for experts as mentioned in Annex I					
Details	0,00	0	pers.	0,00	
Provision for supplementary accommodation upon request of the Commission					
Details	0,00	0	pers.	0,00	
Subsistence expenses					0,00
Subsistence 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	
Shipment and/or other reimbursements (to be specified)					0,00
Details	0,00	0	unit	0,00	

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)					0,00
Calculation base	0,00				
Contingencies: approx. % of calculation base		0	%	0,00	
Sub-total "Reimbursable Expenses" (Art. I.3.4)					0,00

Place of implementation:	Total amount without VAT			0,00
European Commission	VAT %			0
.....				0,00
Terms of payment:	Overall Total			0,00
.....				

<p>Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities the Commission is exempt from all taxes and dues, including value added tax, on payments due in respect of this Contract.</p> <p>For Contractors established in Belgium, the provisions of the Contract constitute request for VAT exemption No 450, provided that the Contractor indicates in his invoice(s) as follows: "Exonération de la TVA, Article 42, § 3.3, du code de la TVA", or equivalent indication in Dutch or German language.</p> <p>If the Contractor has a fiscal imposition place in a Member State of the European Union other than Belgium, see attached Form 15.10.</p>	<p>Duration: The duration of the tasks shall not exceed</p>
	<p>Execution of the tasks: Execution of the tasks shall start from</p>
	<p>Signature For the Commission, Employment, Social Affairs and Equal Opportunities DG</p>
	<p>Done at Brussels, (signature) (date)</p>
	<p>In duplicate, in English</p> <p>Annexes:</p> <ul style="list-style-type: none"> — Annex I: Tender Specifications and Monitoring — Annex II: Contractor's Tender (Registre CAD Ref. No. of) signed by the Contractor — For Contractor with fiscal imposition place in a Member State of the European Union other than Belgium: form 15.10 – VAT and excise duty exemption certificate

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

3. CVs of experts assigned

See Annex II.

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