



EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Social Dialogue, Social Rights, Working Conditions, Adaptation to Change
Health, Safety and Hygiene at Work

Study Service Contract

Contract title **Analysis at EU-level of health, socio-economic and environmental impact in connection with possible amend. to Dir. 2004/37/EC of the EP and of the Council of 29/4/04 to extend the scope of it in order to include cat.1 and 2 reprotoxic subs.**

Contract ref. no. **VC/2010/0400**
The above title and reference no. **must** be quoted in **all** correspondence with the Commission.

Contractor
.....

Other administrative information

Department **DG EMPL/F/4**

Pre-information notice O.J. publication ref. no:
Call for tenders DG EMPL ref. no: VT/2010/021 of
Contract notice O.J. publication ref. no:
EPIC (CIAME) ref. no:/.....
Databases SMART ref. no:
Service category no: A12

Other accounting information

Commitment no. **SI2.**
This commitment no. **must** be quoted in correspondence relating to **invoices / payments.**

Type of Contract **V/SE/STUSEC02**

The European Union (hereinafter referred to as “**the Union**”),
represented by the European Commission (hereinafter referred to as “**the Commission**”),
which is represented for the purposes of the signature of this Contract by Costas
CONSTANTINOU, Head of Unit - EMPL/F/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 and management of the present Contract by
.....(*forename and name in full*),(*function*),

of the other part,

HAVE AGREED

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

- **Annex I** Tender Specifications (Invitation to Tender no. VT/2010/021 of) and Monitoring
- **Annex II** Contractor's Tender (Registre CAD ref. no. of
- **Annex III** Breakdown of prices
- **Annex IV** CVs and classification of experts
- **Annex V** Fiscal provisions regarding invoicing by the Contractor
- **Annex VI** Final technical report to be submitted

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 Tender Specifications (Annex I) and in the Breakdown of prices (Annex III) shall take precedence over those in the Tender (Annex II).

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

I. **Special conditions**

Article I.1 **Subject**

I.1.1. The subject of the Contract is the following study: **Analysis at EU-level of health, socio-economic and environmental impact in connection with possible amendment to Directive 2004/37/EC of the European Parliament and of the Council of 29 April 2004 on the protection of workers from the risks related to exposure to carcinogens or mutagens at work to extend the scope of it in order to include category 1 and 2 reprotoxic substances..**

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

Article I.2 **Duration**

I.2.1. The Contract shall enter into force on 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. Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.

I.2.3. The duration of the tasks shall not exceed 14 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

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

Article I.3 **Contract price**

I.3.1. *Maximum total amount*

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

I.3.2. *Price revisions*

Not applicable.

I.3.3. *Travel, subsistence and shipment expenses*

In addition to the total amount specified in Article I.3.1, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other expenses provided for by the Tender Specifications up to a maximum amount of EUR 0.01. The daily subsistence allowance referred to in Article II.7.4(d) shall be determined in accordance with Annex III, 2.2.1.

Article I.4 **Payment periods and formalities**

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the

invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.

I.4.1. Pre-financing

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

I.4.2. Interim payment

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

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

provided the report has been approved by the Commission.

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

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

I.4.3. Payment of the balance

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

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

provided the report has been approved by the Commission.

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

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

I.4.4. Performance guarantee

Not applicable.

Article I.5 Bank account

Payments shall be made to the Contractor's bank account denominated in euro ¹, identified ² as follows:

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

Article I.6 General administrative provisions

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

¹ Or local currency where the receiving country does not allow transactions in EUR.

² By a document issued or certified by the bank.

Commission

European Commission
Directorate-General Employment, Social Affairs and Equal Opportunities
EMPL/F/4
B-1049 Brussels (Belgium)

Contractor

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

Article I.7 Applicable law and settlement of disputes

I.7.1. The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Belgium.

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

Article I.8 Data protection

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by Employment, Social Affairs and Equal Opportunities DG without prejudice to possible transmission to internal audit services, to the 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 Union.

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.

Article I.9 Termination by either contracting party

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving 30 days formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract. 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.

II. General conditions

Article II.1 Performance of the Contract

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

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

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

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

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

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

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

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

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

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

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

Article II.2 Liability

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

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

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

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

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

Article II.3 Conflict of Interests

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

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

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

II.3.3. The Contractor declares:

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

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

Article II.4 Payments

II.4.1. Pre-financing

Where required by Article I.4.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same article to cover pre-financing under the Contract. Such guarantee

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

II.4.2. Interim payment

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

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

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

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

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

II.4.3. Payment of the balance

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

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

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

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

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

Article II.5 General Provisions concerning Payments

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

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

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

The Commission shall notify the Contractor accordingly 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.4 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. 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 Union that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

Article II.7 Reimbursements

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

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

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

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

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

- (a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- (b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;

- (c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- (d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.3.

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

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

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

Article II.9 Confidentiality

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

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

Article II.10 Use, Distribution and Publication of Information

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

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

II.10.3. Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Union. 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 Union.

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

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

Article II.12 **Force Majeure**

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

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

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

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

Article II.13 **Subcontracting**

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

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

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

Article II.14 **Assignment**

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

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

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

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

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject

- of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has 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 Union's 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 has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
 - (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
 - (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

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

II.15.3. Prior to termination under point 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 in accordance with this article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

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

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

Article II.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% of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

Article II.17 **Checks and Audits**

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

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

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

Article II.18 **Amendments**

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

Article II.19 **Suspension of the Contract**

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

Signatures

1. For the Contractor,
..... (forename and name)
..... (position)
..... (company name)

2. For the Commission,
Costas CONSTANTINOU
Head of Unit - EMPL/F/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/2010/021 of

1. TITLE OF THE CONTRACT

Study service contract on the analysis at EU-level of health, socio-economic and environmental impact in connection with possible amendment to Directive 2004/37/EC of the European Parliament and of the Council of 29 April 2004 on the protection of workers from the risks related to exposure to carcinogens or mutagens at work to extend the scope of it in order to include category 1 and 2 reprotoxic substances.

2. BACKGROUND

2.1. PROGRESS Introduction

PROGRESS³ is the EU's employment and social solidarity programme, set up to provide financial support for the attainment of the European Union's objectives in employment, social affairs and equal opportunities as set out in the Social Agenda⁴. The realisation of the Social Agenda relies on a combination of instruments comprising EU legislation, the implementation of open methods of coordination in various policy fields and financial incentives such as the European Social Fund.

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

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

More specifically, PROGRESS supports:

- The implementation of the European Employment Strategy (section 1);
- The implementation of the open method of coordination in the field of social protection and inclusion (section 2);
- The improvement of the working environment and conditions including health and safety at work and reconciling work and family life (section 3);

³ Decision No 1672/2006/EC of the European Parliament and of the Council of 24 October 2006 establishing a Community Programme for Employment and Social Solidarity — Progress, JO L 315 of 15.11.2006

⁴ Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions - Renewed social agenda: Opportunities, access and solidarity in 21st century Europe COM/2008/0412 final of 02.07.2008.

- The effective implementation of the principle of non-discrimination and promotion of its mainstreaming in all EU policies (section 4);
- The effective implementation of the principle of gender equality and promotion of its mainstreaming in all EU policies (section 5).

The present call for tenders is issued in the context of the implementation of the 2010 annual work plan which can be consulted at <http://ec.europa.eu/social/main.jsp?catId=658&langId=fr>

2.2. Background information specific to this contract

2.2.1 Purpose of the study

The purpose of this contract is to provide the European Commission with information on the health, socio-economic and environmental impact of a number of policy options related to a possible amendment of directive of Directive 2004/37/EC on the protection of workers from the risks related to exposure to carcinogens or mutagens at work.

2.2.2 The general context

The objectives of the Community strategy for 2007- 2012 (COM (2007) 62 final)⁵ (section 3) includes a key objective on the need for an ongoing, sustainable and uniform reduction in occupational illnesses and emphasises the need to encourage changes in the behaviour of workers and to encourage employers to adopt health focused approaches together with the realisation of methods for identifying and evaluating potential new risks.

Furthermore, the Commission communication (COM(2002) 118 final)⁶ of 11 March 2002 on the community strategy on health and safety at work 2002 – 2006 (section 3.3.1 paragraph 1) states the need for the adaptation of existing directives to changes in scientific knowledge, technical progress and the world of work and the need to fill gaps in the existing framework. It specifically mentions the need to amend directive 2004/37/EC on carcinogens and mutagens in the workplace.

A significant number of workers in the EU are exposed to reproductive hazardous substances.

Reproductive health is a major aspect of human life and different types of reproductive failures are common. The exposure to reprotoxic substances may cause male and female reduction of fertility, miscarriages, birth defects, congenital malformation, low birth weight and childhood cancer (childhood leukemia, brain cancer). This acquires more added value due to the increasing participation of women in the labour force. The average percentage of participation of women aged 15-64 years was 57% in the 15-EU countries. The percentage is also high among pregnant women. The high and increasing participation of women in the labour force is one of the main reasons for the expansion of research to investigate on the possible adverse effects that reprotoxic substances have on the pregnant workers health.

For example, high exposure to solvents, some metals and pesticides and specific categories of highly hazardous chemicals as endocrine disruptors, is associated with serious adverse health effects. It increases the risk of miscarriage and decreases fertility.

⁵ Communication from the Commission Improving quality and productivity at work: Community strategy 2007-2012 on health and safety at work, COM(2007) 62 final, 21.2.2007."

⁶ Communication from the Commission Adapting to change in work and society: a new Community strategy on health and safety at work 2002–2006, COM(2002) 118 final, 11.03.2002

Occupational exposure to reproductive hazards can affect the reproductive system of both men and women and they can induce adverse effects on the developing organism.

Exposure to reprotoxic substances could occur in a broad range of workplaces and one of the purposes of this study is to identify and investigate where these exposures occur.

Directive 98/24/EC⁷ provides a general regulatory framework for all hazardous chemical substances including reprotoxic substances category 1 and 2 and includes requirements for hazard identification, risk assessment, risk management and workers training with a view to protecting workers health and safety.

Directive 2004/37/EC provides, beyond the general regulatory framework, a more detailed and more prescriptive requirements for the health and safety of workers. It recognises the fact that for certain substances it is not possible to identify threshold levels below which risks to the health and safety of workers cease to exist.

This study will evaluate the currently available evidence to justify whether there is a need to include reprotoxic substances in the scope of Directive 2004/37/EC on carcinogens and mutagens.

The inclusion of the reprotoxic substances would mean that exposure of workers to them would be prevented or reduced through the implementation of the specific requirements currently applied for category 1 and 2 carcinogens and mutagens.

3. SUBJECT AND SCOPE OF THE CONTRACT

3.1 Subject of the study

The subject of the study is to assess the impact of the various policy options included in point 3.3. In addition, the currently available evidence which support the possible inclusion of reprotoxic substances in Directive 2004/37/EC should be assessed. The consultant should provide up to date information, duly supported by references to published data, to enable the European Commission to initiate policy discussions regarding the possible future amendment of Directive 2004/37/EC in order to include in its scope category 1 and 2 reprotoxic substances.

The information provided shall also report on the consequences of not amending the Directive.

In order to give a comprehensive view on the situation that could result from the amendment of the directive as described above, the sub missioner will have to accomplish the different tasks specifically mentioned under point 5.

The study will address the situation in the EU Member States together with the countries, which are not EU member States but which form part of the European Economic Area.

3.2 Policy objectives

For the purpose of this study the objectives are as outlined below:

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OJ L131, 5/5/1998, p.11

The general objectives are the protection of workers' health and safety in accordance with the Article 153.1(a) of the Treaty on the Functioning of the European Union (FEU Treaty) (ex-Treaty on European Union Article 137.1(a)) whereby the Community shall support and complement the activities of the Member States in the improvement of the working environment. Under Article 153.2 FEU Treaty (ex-Article 137.2 TEU) the Commission may propose directives, minimum requirements for gradual implementation, having regard to the conditions and technical rules obtaining in each of the Member States. Such directives shall avoid imposing administrative, financial and legal constraints in a way which would hold back the creation and development of small and medium-sized undertakings.

The specific objective is to investigate, analyse and evaluate the currently available evidence to justify whether there is a need to include category 1 and 2 reprotoxic substances in the scope of Directive 2004/37/EC on carcinogens and mutagens, in order to create an appropriate occupational safety and health legal and supporting framework to enable workers health and safety to be protected from risks due to exposure to reprotoxic substances at the workplace.

The operational objective is to create the appropriate operational conditions for employers to take effective practical and risk management measures at individual workplace level to facilitate the protection of workers from risks to their health due to exposure to reprotoxic substances at the workplace.

3.3 Policy options

The policy options to be evaluated concern the protection of the health of workers from risks arising from exposure to reprotoxic substances at the workplace.

The four policy options to be studied are:

1. No action at EU level to amend Directive 2004/37/EC (Baseline scenario).
This means that the scope of Directive 2004/37/EC will not be extended in order to include category 1 and 2 reprotoxic substances. In this case reprotoxic substances will continue to be covered by Directive 98/24/EEC on chemical agents.
2. Binding legislative action at EU level.
This means that Directive 2004/37/EC will be amended to extend its scope in order to include category 1 and 2 reprotoxic substances.
3. Non-binding action at EU level.
Preparation of a guidance document and supporting awareness raising information which would be addressed to employers and workers on the prevention of risks arising from workers exposure to category 1 and 2 reprotoxic substances.
4. Combination of binding and non-binding action at EU level (combination of options 2 and 3).
In order to give a comprehensive view on the situation that could result from the policy options as described above, the contractor will have to accomplish the different tasks specifically mentioned under section 5.

3.4 Scope of the Impact Analysis

The results of this preparatory study for assessing impacts should provide the European Commission with sufficient and credible information to enable it to give due consideration to each of the policy options. The contractor should understand and comply with the requirements of the Impact Assessment Guidelines published by the European Commission. At the principle level this includes the three major steps of:

Step 1: The identification of health, economic, social and environmental impacts.

Step 2: The qualitative assessment of the significant impacts.

Step 3: The in-depth qualitative and quantitative analysis of the most significant impacts.

4. PARTICIPATION

Néant

5. STRUCTURE OF THE REPORT AND TASKS TO BE CARRIED OUT BY THE CONTRACTOR

5.1 Possible structure of the study report

The study shall cover all relevant areas for impact assessment and present the information in a clear and structured way, including the following five parts:

- Definition of the problem
- Baseline scenario
- Analysis of the impacts
- Comparing the policy options
- Monitoring evaluation

It has to be noted that the specific tasks to be carried out by the contractor are fit into the first three parts of the structure of the study report. Therefore there will be specific tasks in respect to the definition of the problem and of the base line scenario (point 5.3) and specific tasks in respect to the analysis of impacts (point 5.4).

5.1.1 Definition of problem

Identify the extent to which the policy options impact on the protection of the health and safety of workers at work by employment sector together with an appraisal of likely future trends.

Identify the extend to which the requirement on inclusion of reprotoxic substances in the scope of of the carcinogens and mutagens Directive or the non inclusions of them , impact on the protection of the health and safety of workers at work , together with an appraisal of likely future trends.

Identify whether thresholds of exposure exist for adverse health effects or if these effects are non-threshold based. The contractor should provide specific examples which can be supported by relevant scientific data.

This should be illustrated by including examples of exposure to specific reprotoxic chemicals.

5.1.2. Baseline scenario

Identify the baseline scenario in both legal and practical terms in the individual Member States and at EU level together with an appraisal of likely future trends.

Present the current policy legal situation and practices within the EU Member states.

Provide a thorough description of the policy context and challenges, and demonstrate clearly the necessity and added value of EU action on this issue.

5.1.3. Analysis of impacts

This part of the report should include the assessment of the following impacts on every policy option.

5.1.3.1 Identify and assess the health impact of the policy options on employers, workers, Member States and civil society.

5.1.3.2 Identify and assess the social impact of the policy options on employers, workers, Member states and civil society.

5.1.3.3 Identify and assess the economic impact of the policy options on employers, workers, Member states and civil society.

5.1.3.4 Identify and assess the environmental impact of the policy options on employers, workers, Member states and civil society.

5.1.4 Comparing the policy options

Present a comparative analysis of the policy options including an appraisal of their subsidiarity and proportionality aspects and impacts on health, socio-economic aspects and the environment.

5.1.5 Monitoring and evaluation

Identify suitable indicators for monitoring and evaluating compliance with each of the policy options.

5.2 General Tasks

5.2.1 The contractor should clearly identify and assess the health, social, economic and environmental impact arising from each of the policy options including their impact on employers, workers, public authorities and civil society. This task includes also the assessment of the baseline scenario.

5.2.2 The advantages and disadvantages should be examined for each option to support the legislator in making the most appropriate evidence-based decisions

on how best to ensure that workers are effectively and appropriately protected from risks to their health and safety.

- 5.2.3** The tenderer must submit a methodology that will demonstrate how he will carry out this work, including the way he will make contact and gather information from a number of key players both at company and individual level. This should include, for example, contacting/surveying small and medium-sized enterprises (SMEs) but also large enterprises and enterprises from a broad range of industry sectors, trade associations, occupational safety and health professionals, individual employees and their representatives such as trade unions.
- 5.2.4.** Confirm by documented evidence the appropriateness of the envisaged policy options including an assessment of their appropriateness in terms of potential effectiveness, proportionality, subsidiarity together with an assessment of the ability to monitor and evaluate their implementation.
- 5.2.5** The contractor should identify potential successes and challenges regarding the inclusion of reprotoxic substances in the scope of Directive 2004/37/EC. The contractor, in cases where he identifies challenges relating to this issue, may make suggestions on how these challenges could be overcome. Similarly, where successes are identified in one specific area, then suggestions on how to encourage a broader utilisation of these successful approaches should be included in the study report.
- 5.2.6** The contractor shall prepare a study report, including a model guidance document and supporting information, which should include examples of real situations, including case studies, to support the observations and remarks presented by the contractor. Detailed information is provided in point 5.5.
- 5.2.7** The study report shall include any suggestions and recommendations made, both by employers (including undertakings and bodies in the public sector), occupational safety and health professionals, and by workers and/or their representatives.
- 5.2.8** The report and draft guidance document should include and apply well justified responses to the tasks of this contract.
- 5.2.9** In all cases, special attention must be given to SMEs and to micro-sized organisations.
- 5.2.10** The study must take account of any particularities relating to the age or sex of workers or other broad grouping of worker.

5.3 Specific Tasks in respect to the definition of the problem and the baseline scenario

- 5.3.1.** Provide an overview at EU level of occupational exposure to reprotoxic substances.

In carrying out this task the contractor should:

- (a) Identify the number of workers exposed to the substances within the scope of the study in all sectors of economic activity at EU-level.

(b) Where feasible identify the approximate number of workers exposed to the substances per sector of economic activity, by occupation, by size of employer and the typical levels of exposure.

(c) If appropriate, identify the significant disparities at national level.

5.3.2. Specify the typical adverse health effects that result from this exposure including:

(a) The extent to which occupational exposure to reprotoxic substances affects the health and safety of workers.

(b) Identification of the main adverse effects from the workers' exposure to these substances.

(c) Prepare list of reprotoxic.

(d) Identify to which degree the extension of the scope of the Directive to cover reprotoxic substances will increase or decrease the likelihood of health risks in the working environment.

5.3.3. Identify and assess the impact on existing national policies in both cases first when comprehensive legislation does exist to protect workers from the identified risks arising from their exposure to reprotoxic substances and second when it does not exist.

In carrying out the tasks 5.3.1 to 5.3.3, account should be taken of the existing requirements contained in Council Directive 92/85/EEC on the introduction of measures to encourage improvements in the safety and health at work of pregnant workers and workers who have recently given birth or are breastfeeding (tenth individual Directive within the meaning of Article 16 (1) of Directive 89/391/EEC).

5.4 Specific Tasks in respect to the analysis of the impacts

5.4.1 Identify and assess the foreseeable positive and negative impacts on the protection of workers health, of a Community binding or combination of binding and non-binding initiatives.

5.4.2 Assess the possible benefits of the proposed amendments of the Directive in terms of preventing or reducing adverse health effects.

5.4.3 Identify particular groups of workers affected by exposure to reprotoxic substances determined by age, gender and to outline benefits and drawbacks for each of the groups following a possible amendment of the Directive in relation to reprotoxic substances.

5.4.4 Identify and assess the costs and benefits for employers, workers, Member States and civil society for each of the policy options.

5.4.5 Identify and assess the administrative burden and costs for the present situation and scenarios based on the policy options.

The contractor should provide a socio-economic analysis corresponding to the questions listed below in relation to extending the scope of the Directive to reprotoxic substances, as well as for keeping the status quo (no policy option)

The foreseen impacts have to be quantified to the extent possible and if this is not possible quantitative examples should be provided.

In particular the contractor should identify and assess the impact on:

- Operating costs and conduct of business
 - a) What kind of compliance costs will the amendments impose on business?
 - b) Will they entail stricter regulation of the conduct of a particular business?
 - c) Will they lead to the closing down of businesses?
 - d) Are some products or businesses (for example SMEs) treated differently from others in a comparable situation?
- Innovation and research
 - a) Do the amendments stimulate or hinder research and development?
 - b) Do they facilitate the introduction and dissemination of new production methods, technologies and products?
- Specific sectors
 - a) Do the amendments have significant effects on certain sectors?
 - b) Do they have specific consequences for SMEs?
- The macroeconomic environment

What are the overall consequences of the amendments for economic growth and employment?

- Employment and labour markets
 - a) Do the amendments have specific negative consequences for particular professions, specific groups of workers (e.g. pregnant workers) or self-employed persons?
 - b) Do they affect access to the labour market?

The contractor shall provide answers to the questions above separately for each policy option. The answers shall be provided at EU-level, if appropriate, significant disparities at national level shall be identified.

Other specific aspects to be considered in respect to the analysis of impacts

The contractor, in carrying out the analysis on the impacts, should take into account the following considerations:

1. The advantages and disadvantages for each policy option should be examined to support the legislator in making the most appropriate evidence-based decisions on how best to ensure that workers are effectively protected from risks to their health and safety.
2. The information should be presented in a way that facilitates the ease of comparison between and within the various policy options, for example by means of a "scoreboard".
3. Where possible the study for assessing impacts should be supported by examples of actual situations that exist in the Member States or elsewhere.
4. Identify whether there are specific challenges for particular Member States.
5. Assess the transposition and compliance aspects of the policy options to determine the feasibility of implementation, management and enforcement.
6. Take account of the content of the consultation documents used by the Commission when consulting the Social Partners at EU level on the protection of workers from risks arising from their exposure to carcinogens, mutagens and toxic for reproduction.
7. The second stage consultation document was adopted by the Commission on September 2006 and communicated to the social partners at EU level.
8. The work shall be carried out in full knowledge of and in accordance with the Commission guidelines on Impact Assessment.
9. Concerning the administrative costs, the contractor shall apply, if considered feasible, the approach defined in the Commission working document SEC (2005) 175 "Detailed outline of a possible EU Net Administrative Cost Model".⁸

5.5. Model guidance and supporting information material

The contractor will prepare the outline of a model guidance document and supporting information material for an awareness raising campaign.

A proposal for a model guidance document and supporting awareness raising information should be drafted. This model guidance document and supporting information should be appropriate to be used to inform employers and workers on the major prevention and protective measures that should be taken to protect workers exposed to reprotoxic substances.

The guidance should be presented in a style that will help employers, who may not have an in-depth technical understanding of reprotoxic chemicals and their associated hazards and risks, with their obligations to ensure that chemical risks can be adequately controlled at the workplace.

It is difficult to predict the length of such a guidance document. However, an indicative length could be approximately 20 to 30 pages. The potential use of this, and other guidance, is

⁸ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:52005DC0518:EN:NOT>

For more information, see IA Guidelines SEC(2009)92 page 41 and Annex 10

linked to the policy option that refers to non-binding actions to be evaluated during this study or to the combined action option.

5.6. Methodological remarks

The tenderer will indicate the methodology he intends to use, the approach envisaged and how suitable it is for carrying out the tasks. The quality and consistency of the proposed approach and its suitability for correctly reflecting the actual situation form part of the elements governing the award of the contract.

The tenderer will indicate which persons and entities (social partners, national, regional and local authorities in the Member States, enterprises or non-governmental organizations) have been contacted in the process of the study and how the information provided by them was used in this analysis.

5.7. Requirements on how the tasks shall be carried out

The PROGRESS Programme aims to promote gender mainstreaming in all its five policy sections and commissioned activities. Consequently, the Contractor shall take the necessary steps to ensure that:

- Gender equality issues are taken into account when relevant for the drafting of the technical offer by paying attention to the situation and needs of women and men;
- Implementation of the requested tasks includes a gender perspective by considering systematically the women and men dimension;
- Performance monitoring includes the collection and gathering of data disaggregated by sex when needed;
- Its proposed team and/or staff respect the gender balance at all levels.

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

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

The Contractor will be required to detail in its final activity report the steps and achievements made towards meeting these contractual requirements.

6. SKILLS AND PROFESSIONAL QUALIFICATIONS REQUIRED

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

Additional requirements:

The contractor should have a proven capability to carry out the tasks related to the evaluation of the health and socio-economic impact of employment legislation in the field of

occupational safety and health at EU level. This should be based on a multi-disciplinary staff and/or access to external experts on a wide range of relevant disciplines, for example, economics, occupational health and safety, occupational hygiene, occupational medicine, toxicology, epidemiology, chemistry and workplace chemical risk assessment and management and economics.

7. TIME SCHEDULE AND REPORTING

See also Article I.2. of the draft contract.

7.1. Specific deadlines for the performance of the tasks:

The work must be completed within a maximum of **fourteen (14) months** from the date on which the contract is signed. It will include the following stages:

7.1.1 Not later than **one (1) month** after signature of the contract, the contractor must submit to the European Commission (Unit Health, Safety and Hygiene at Work, named Unit EMPL F/4 hereafter in the document) a detailed document relating to the methodology and approach presented in the bid, together with the work schedule. The Commission will organise a **first** meeting in Luxembourg after the signature of the contract to define what the Commission is expecting from this study and to discuss with the contractor the most appropriate way to carry out the tasks.

7.1.2 No more than **seven (7) months** after signature of the contract, the contractor must submit an interim report in English to the European Commission (Unit EMPL F/4), describing the progress of the work in relation to the envisaged timetable. This report must contain a summary of the results to date and a copy of the draft guidance document as it stands.

Following the reception of the interim report the Commission will organise a **second** meeting with the consultant in Luxembourg to discuss the content of the interim report and to provide guidance on the preparation of the final report and the guidelines.

7.1.3 **Eleven (11) months** after signature of the contract, the contractor must submit a draft final report in English to the European Commission (Unit EMPL F/4). This draft final report will contain the final draft of the guidance document. Following to the reception of the draft final report, the Commission will organise a **third** meeting with the contractor in Luxembourg to discuss the content of the final draft report and to define the degree of its compliance with the contract requirements.

7.1.4 The European Commission (Unit EMPL F/4) may transmit objections and comments to the contractor within **sixty (60) days of receipt** of the draft final report.

7.1.5 **Fourteen (14) months** after signature of the contract, the contractor must submit the final report containing the final version of the guidance document in English.

The contractor must present the final report containing the various elements referred to in sections 5 and 7 of these specifications.

NB:

The draft final report and the final report must include a brief summary in English of the main results obtained. A one-page presentation of the key points of the results must

accompany the summary. These key points should be concise, clear and easy to understand. They must be drafted in English, French and German.

The detailed methodology and work plan, together with the various reports, including model guidance document, and draft reports referred to in this section, must be submitted to the European Commission (Unit EMPL F/4) both on paper (in triplicate) and in a widely-used electronic format (CD-ROM or DVD). The contractor must also supply a copy of the information collected as mentioned in sections 5 and 7 and used in preparing the guidance document and the final report. The pictograms, pictures, graphics and other illustrations must also be presented in a widely-used electronic format.

7.2. Publicity and information requirements

In accordance with the General conditions, all contractors are under the obligation to acknowledge that the present service has received funding from the Union in all documents and media produced, in particular final delivered outputs, related reports, brochures, press releases, videos, software, etc, including at conferences or seminars. In the context of the Community Programme for Employment and Social Solidarity – PROGRESS, the following formulation shall be used:

This (publication, conference, training session etc) is commissioned by the Community Programme for Employment and Social Solidarity - PROGRESS (2007-2013).

This programme is managed by the Directorate-General for Employment, social affairs and equal opportunities of the European Commission. It was established to financially support the implementation of the objectives of the European Union in the employment and social affairs area, as set out in the Social Agenda, and thereby contribute to the achievement of the Lisbon Strategy goals in these fields.

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

PROGRESS mission is to strengthen the EU contribution in support of Member States' commitment. PROGRESS will be instrumental in:

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

For more information see: <http://ec.europa.eu/progress>

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

With regard to publication and any communication plan linked to the present activity, the Contractor will insert the European Union logo and mention the European Commission as the Contracting Authority in every publication or related material developed under the present contract.

7.3 Reporting requirements

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

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

The Strategic Framework, developed in collaboration with Member States and civil society organisations, sets out the intervention logic for Progress-related expenditure and defines PROGRESS' mandate and its long-term and immediate outcomes. It is supplemented by performance measures which serve to determine the extent to which PROGRESS has delivered the expected results. See in Annex the overview of PROGRESS performance measurement framework. For more information on the strategic framework, please visit PROGRESS website <http://ec.europa.eu/social/main.jsp?catId=659&langId=en> .

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

Contractor's Tender

ANNEX II

Registre CAD Ref. No. of

See attached document: pages.

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ANNEX III Breakdown of prices

1. Breakdown of prices

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

w.d. = 1 working day for 1 expert

Additional information to the Breakdown of prices

See attached document: pages.

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) ⁹ in the required format(s), but does not include the reimbursable expenses defined below.

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

2.2. Reimbursements

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

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

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

2.2.1 DSAs (Daily Subsistence Allowances)

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

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

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

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

⁹ All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

Destinations		DSA in EUR	Maximum hotel price in EUR	Destinations		DSA in EUR	Maximum hotel price in EUR
AL	Albania	50,00	160,00	LI	Liechtenstein	80,00	95,00
AT	Austria	95,00	130,00	LT	Lithuania	68,00	115,00
BA	Bosnia-Herzegovina	65,00	135,00	LU	Luxembourg	92,00	145,00
BE	Belgium	92,00	140,00	LV	Latvia	66,00	145,00
BG	Bulgaria	58,00	169,00	ME	Montenegro	80,00	140,00
CH	Switzerland	80,00	140,00	MK	F.Y.R. of Macedonia	50,00	160,00
CY	Cyprus	93,00	145,00	MT	Malta	90,00	115,00
CZ	Czech Republic	75,00	155,00	NL	The Netherlands	93,00	170,00
DE	Germany	93,00	115,00	NO	Norway	80,00	140,00
DK	Denmark	120,00	150,00	PL	Poland	72,00	145,00
EE	Estonia	71,00	110,00	PT	Portugal	84,00	120,00
EL	Greece	82,00	140,00	RO	Romania	52,00	170,00
ES	Spain	87,00	125,00	RS	Serbia	80,00	140,00
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
IS	Iceland	85,00	160,00	XK	Kosovo	80,00	140,00
IT	Italy	95,00	135,00				

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.

ANNEX IV CVs and classification of experts

1. Classification of experts according to level of expertise

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

2. List of experts assigned

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

3. CVs of experts assigned

See Annex II.

Fiscal provisions regarding invoicing by the Contractor

Choose 1 out of 4 options:

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

Local supplies and services

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

1. VAT exemption – Exemption level

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

2. Invoicing the Commission

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

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

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

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

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

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

Intra-community supplies and services

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

1. VAT exemption level

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

2. Use of form 15.10

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

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

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

3. Signature of the form 15.10 – Delegation of signature

The forms must normally be signed by the fiscal authorities of Belgium. However, a delegation of signature has been awarded by the Belgium authorities to the Commission – ref. ET 76430 of

22.12.1992 (this ref. No. should be inserted in box 7 of new form 15.10). The Commission being represented for the present Contract by Costas CONSTANTINOU, Head of Unit - EMPL/F/4 of Employment, Social Affairs and Equal Opportunities DG, form 15.10 will therefore be signed by the latter.

4. Invoicing the Commission

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

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

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

Not applicable to the present Contract.

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

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

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ANNEX VI **Final technical report to be submitted**

See attached document(s): 10 pages.

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