



## EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Social Protection and Integration

**Coordination of Social Security Schemes, Free Movement of Workers**

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## Service Contract

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*Contract title* **Organisation and coordination of a Network on the co-ordination of social security schemes within the European Union.**

*Contract ref. no.* **VC/2010/0436**  
The above title and reference no. **must** be quoted in **all** correspondence with the Commission.

*Contractor* .....  
.....

### Other administrative information

*Department* **DG EMPL/E/3**

*Pre-information notice* O.J. publication ref. no: —  
*Call for tenders* DG EMPL ref. no: VT/2010/035 of 01/03/2010  
*Contract notice* O.J. publication ref. no: .....  
*EPIC (CIAME)* ref. no: —  
*Service category* no: A11

### Other accounting information

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

*Type of Contract* V/SE/SEC02

The European 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 Jackie MORIN, Head  
of Unit - EMPL/E/3, 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/2010/035 of 01/03/2010)  
and Monitoring
- **Annex II** Contractor's Tender (Registre CAD ref. no. .... of .....
- **Annex III** Breakdown of prices
- **Annex IV** CVs and classification of experts
- **Annex V** Fiscal provisions regarding invoicing by the Contractor

which 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 the 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.

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## I. **Special conditions**

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### Article I.1 **Subject**

**I.1.1.** The subject of the Contract is: **Organisation and coordination of a Network on the coordination of social security schemes within the European Union..**

**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 12 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

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

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

### Article I.3 **Contract price**

#### **I.3.1. *Maximum total amount***

The maximum total amount to be paid by the Commission under the Contract shall be EUR ..... (*amount in figures*) covering all tasks executed.

#### **I.3.2. *Price revisions***

Not applicable.

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

Not applicable.

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

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

invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default 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 20% of the total amount referred to in Article I.3.1 shall be made.

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

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

- an interim technical report in accordance with the instructions laid down in Annex I,
- the relevant invoices,

provided the report has been approved by the Commission.

The Commission shall have 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,

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 <sup>1</sup>, identified <sup>2</sup> 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:

<sup>1</sup> Or local currency where the receiving country does not allow transactions in EUR.

<sup>2</sup> By a document issued or certified by the bank.

### **Commission**

European Commission  
Directorate-General Employment, Social Affairs and Equal Opportunities  
EMPL/E/3  
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.

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## **II. General conditions**

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### **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,  
Jackie MORIN  
Head of Unit - EMPL/E/3  
Employment, Social Affairs and Equal  
Opportunities DG

Done at ..... (place), Done at Brussels,  
..... (date) ..... (date)

In duplicate in English.



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# Tender Specifications and Monitoring

ANNEX I Tender No. VT/2010/035 of 01/03/2010

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## 1. TITLE OF THE CONTRACT

Organisation and coordination of a Network on the co-ordination of social security schemes within the European Union.

## 2. BACKGROUND

In the interest of free movement of persons, national social security schemes, pursuant to Article 48 Treaty on the functioning of the European Union (TFEU), are co-ordinated by the EU coordinating instruments.

The coordination of social security schemes is currently ensured by Regulation (EC) No. 1408/71<sup>3</sup> of 14 June 1971 and its implementing Regulation (EC) No. 574/72<sup>4</sup>. By the scope of Regulation (EC) No 859/2003<sup>5</sup> of 14 May 2003, these regulations also apply to nationals of States which are not part of the European Union when such a person resides legally within the European Union. After 2004 and 2007 enlargements, the legal situation has become more complex with 27 Member States and transitional measures in place. The EU regulatory framework currently applies to 31 different national social security systems of EEA countries (by means of EEA agreement) and Switzerland (on the basis of EU-Switzerland agreement on free movement of persons).

On 29 April 2004 the European Parliament and the Council agreed on a complete review of the coordination system by adopting Regulation (EC) No. 883/2004<sup>6</sup>, which shall apply from the date of entry into force of the implementing Regulation. On July 27 2009, the Council and European Parliament reached an agreement on Regulation (EC) No. 987/2009<sup>7</sup> for implementing Regulation (EC) No. 883/2004 on the coordination of social security systems. This agreement concluded over a decade of negotiations on the new modernised EU social security coordination rules. The agreement also started the countdown to 1 May 2010, date of the entry into force of this legislative package (Regulation (EC) No. 883/2004, as amended by Regulation (EC) No. 988/2009<sup>8</sup>, and implemented by Regulation (EC) No. 987/2009). Based on the same fundamental principles which have been working for the past 50 years, the modernised coordination rules focus on making the system work more efficiently and on better information for citizens.

The Commission's proposal (COM(2007)439) aimed at extending the provisions of Regulation (EC) No. 883/2004 and its implementing Regulation to third country nationals who are not yet covered by these provisions solely on the ground of their nationality, did not achieve agreement within the Council in 2009. Discussion of the proposal will continue in 2010. For the time being, the Regulations (EC) No. 1408/71 and (EC) No. 574/72 will therefore apply for third country nationals legally residing in the EU. Before new agreements on application of the Regulation (EC) No. 883/2004 are concluded with EFTA countries, the Regulations (EC) No. 1408/71 will also continue to apply to them.

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<sup>3</sup> Council Regulation (EEC) No 1408/71 of 14 June 1971 on the application of social security schemes to employed persons, to self-employed persons and to members of their families moving within the Community (OJ No L 28 of 30.1.1997, p. 1).

<sup>4</sup> Council Regulation (EEC) No 574/72 laying down the procedure for implementing Regulation (EEC) No 1408/71 (OJ No L 28 of 30.1.1997, p. 102).

<sup>5</sup> Regulation (EC) No 859/2003 of the Council of 14 May 2003 extending the provisions of Regulation (EEC) No 1408/71 and Regulation (EEC) No 574/72 to nationals of third countries who are not already covered by those provisions solely on the ground of their nationality. OJ No L124 of 20.5.2003, p. 1.

<sup>6</sup> Regulation (EC) No. 883/2004 of the European Parliament and of the Council of 29 April 2004 on the coordination of social security systems. OJ No L166 of 30.4.2004, p. 1.

<sup>7</sup> Regulation (EC) No 987/2009 of the European Parliament and of the Council of 16 September 2009 laying down the procedure for implementing Regulation (EC) No 883/2004 on the coordination of social security systems.

<sup>8</sup> Regulation (EC) No 988/2009 of the European Parliament and of the Council of 16 September 2009 amending Regulation (EC) No 883/2004 on the coordination of social security systems, and determining the content of its Annexes.

Other legal instruments are related to the co-ordination system such as international agreements concluded by the EU. The EU social security coordination is also influenced by certain aspects of the EU law in the field of internal market.

The objective of EU social security co-ordination is to ensure that persons moving within the European Union do not suffer any loss of social security rights. This objective can only be achieved if the EU co-ordination provisions are well adjusted and in coherence with the economic and social developments in the national social security legislations it aims to co-ordinate. An independent analyses carried by experts in the field of social security coordination will better position the Commission to take decisions about the appropriateness to propose legislation, which would adapt the EU rules to nowadays realities and the changing needs of the EU migrant citizens.

The implementation of the EU co-ordination provisions has in the first place to be guaranteed at national level. In the Member States and EFTA this involves public authorities, competent institutions, social partners, judges, representatives of non-governmental organisations (NGO) and other experts. They need to take decisions or give advice in numerous cases submitted to them.

To follow the implementation of the Regulations on the coordination of social security schemes at national level the Commission needs specialised and technical information, which is different from general social security information. It means monitoring of application of numerous, detailed and complicated provisions laid down in the Regulations, as interpreted by the Court of Justice of the European Union.<sup>9</sup> Until recently, the Commission depended mainly on individual complaints, petitions and written or oral parliamentary questions as basis for investigations.

The field of EU social security coordination may be experienced as complex and difficult to interpret by national authorities and institutions, national courts and the European Union. The implementation of the EU coordination provisions have generated a substantial amount of jurisprudence linked to the free movement of persons and social policy. Especially in view of the entry into force of Regulations 883/2004 and 987/2009, and during the period of adjustment for national authorities, more efforts will have to be generated to ensure the correct implementation of the EU co-ordination provisions.

There is a clear need for strengthening the expertise of the various actors involved as well as for national and EU-wide networking. The training and contacts at national level could provide the opportunity and to serve as a source of information for reporting to the Commission on problems of implementation met at national level.

The network of independent experts in the field of European social security law was first formed in 2001. The creation of the network was welcomed in broad circles because of its role of strengthening the expertise of all actors involved and contributing to the Commission's objective to achieve better regulation. The tasks of the network have developed based on the needs of the Commission. The tasks performed have considerably helped the Commission to gather information on the different national legislation and case law. They have also enhanced the quality of the Commission's task of monitoring of the Member States' compliance with the EU law.

The Commission is therefore planning to rely again on a network of independent experts taking into account the previous experience. The Network will be asked to provide a constant supply of accurate information to the Commission, particularly with regard to compliance with EU law by the national bodies responsible for legislation and its application and the relevant national jurisprudence, as well as to promote the knowledge and information on social security coordination in the EU.

The increased obligation of the Commission to carry out in-depth impact assessment for all new legislative proposals will require gathering information of socioeconomic nature. The input of experts will be used for this type of Commission's work. Finally, the Network will be asked to carry out legal analysis to help the Commission achieve its goal for better regulation and signal where the EU co-ordination rules need to be adapted to economic and social developments.

### 3. SUBJECT OF THE CONTRACT

- I. Expertise in social security coordination: Creation of the Network of experts in the field of social security coordination. The function of this Network will be to monitor developments in legislation, application and national courts' practice of EU law on social security and to report to the Commission on problems of implementation of the EU co-ordination rules on social security, mainly through the legal report as well as through responding to other requests of the Commission for information or strategic analysis in relation to the

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<sup>9</sup> More than 10 % of all judgments of the Court delivered in the framework of preliminary proceedings concerns the Regulations on the coordination of social security schemes.



application of EU law on social security coordination. Another task will involve contribution to impact assessment and collection and analysis of statistics on the functioning of the coordination system. The experts will be also asked to participate in the specialised seminars and maintain and keep up-to-date the legal databases published on the website of the Network.

- II. Information and training: Organisation of the specialised seminars and of the annual conference of the Network, maintenance of the contacts database of the participants of the seminars, maintenance and further developments of the website of the Network.

**The tasks are divided into two lots and bidders may bid for one or two lots. For each lot a separate bid must be submitted.**

The activities will be carried out under the direct supervision and responsibility of Unit E/3 of the Directorate General Employment, Social Affairs and Equal Opportunities.

#### **4. TASKS TO BE CARRIED OUT BY THE CONTRACTOR**

##### **4.1. Lot 1 –Expertise in social security coordination (Max. 420.000 €/year)**

###### **Management and coordination of the Network**

###### *Creation of network of social security experts*

The Contractor shall propose a team of relevant experts on social security issues. This list shall include a **minimum** of 15 experts specializing in the field of application of article 48 TFEU, EU regulatory framework on social security coordination.

The Network needs to be composed in such a way that it can map the situation and provide expertise on social security legislation in **all Member States**<sup>10</sup>. The network must have a capacity to provide in-depth legal analysis, to contribute to mapping of the socioeconomic impacts of the EU social security legislation in the Member States and to the collection and analysis of statistics on the functioning of the coordination system.

The Contractor shall select one or more persons with sufficient statistical expertise, who may stand outside the Network, to provide the necessary technical expertise for task 5 of Lot 1.

For more details about the professional qualifications required see point 12 of the tender specifications.

###### *Administrative and financial management*

The contracts with the experts of the Network shall be concluded by and on the responsibility of the Contractor, who will be responsible for their administrative and financial management. These contracts must give precise details of the tasks to be accomplished.

If, during the contract period, an enlargement of the EU takes place and consequently new Member States participate in this Network, an extension of the contract will be made by negotiated procedure according to Article 126(1)(f) of Commission Regulation No. 2342/2002 (EC, Euratom) laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No. 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities.<sup>11</sup>

###### *The Coordinator*

The function of the Coordinator shall be established. The Coordinator will ensure monitoring, coordination and all necessary back-up for the Network. In particular, the Coordinator will be responsible for close monitoring of the experts' outputs through regular and intensive contact. The Coordinator will assist the experts in gathering data and complementary information on developments in the field of social security coordination. The Coordinator may be one of the experts of the Network. The Coordinator will be responsible for the overall quality control of the output of the Network in order to ensure that the Commission is provided with accurate, up-to-date and relevant information of the highest quality.

###### **Task 1: Reporting**

The Commission has to fulfil its role as a guardian of the Treaty and guarantee that EU law is correctly implemented in all Member states. One of the main tasks of the Contractor will be to dispose of a

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<sup>10</sup> For the purpose of this contract, the Member States mean EEA countries and Switzerland.

<sup>11</sup> Official Journal L 357 of 31/12/2002

picture, based on contributions by the Network experts, of how the detailed EU rules on social security coordination have actually been implemented in all the Member states.

To this end, the Contractor shall produce during the contractual year **either a general legal report** ("European Report") **or a thematic legal report**. The final decision about the character of the report shall be taken within 6 weeks from the signature of the contract by both parties, taking into account the suggestions of the Contractor and the needs of the Commission.

A) **The European report** shall take stock of the problems and issues arising in the Member States with regard to the implementation of the Regulations on social security coordination. The report shall focus on actual issues related to operational implementation of the Regulations. Assessments and observations of the Network will be based on the research work of the experts, national case law, contacts with national administrations and other sources.

The European report shall present the general situation at the EU level, drawing attention to actual cross-cutting issues. The report may suggest legal or other solutions for a particular issue, or suggest topics for a deeper analysis or further policy action. The European report shall also shortly describe specific situation in each Member State, putting emphasis on the actual issues.

B) **The thematic report** on agreed topic should also be based on contributions of national experts, but should focus especially on a synopsis, highlighting trends and drawing conclusions.

European or thematic report will amount to **maximum** 100 pages.

The reports shall follow the content, format and guidelines developed in close consultation with the Commission. **The bidders are asked to provide suggestions on format and content of the reports in their bid.**

The reports shall be submitted to the Commission in English. The draft, as well as an executive summary should be submitted on the tenth month of the contractual year. The final version, which shall include and reflect comments made by the Commission, shall be prepared at the end of the 12-calendar month contract's period as well as paper versions (2 copies).

The reports shall be prepared in electronic form (PDF format + word format). The Contractor shall carry out the following tasks: linguistic checking, editing, graphic design and lay-out of the reports in order to ensure a harmonised and clear set of reports. The final version of the reports shall be published on the Network website.

#### **Task 2: Providing analytical support to the Commission**

The Network must be able to meet the needs of providing the analytical support to the Commission in relation to the application of the EU law on social security coordination. To do so, the Contractor will be required to:

a) **Provide accurate concrete responses to punctual requests for information by the Commission**, concerning country-specific and/or EU-wide developments. This will involve presenting a short written reply (approx. 3 pages) to the Commission within a short deadline (ten working days). At least 10 working days per year for one national expert should be reserved for this work.

b) **Carrying out an ad hoc study or contributing to the impact assessment**. This work will involve a preparation of an EU-wide comparative study or contribution to the impact assessment, including providing information on the socioeconomic impacts of the EU social security legislation in the Member States. The output shall have a maximum of 50 pages and be delivered within five calendar months from the request. One such request can be asked per year from the Contractor.

**Depending on the actual needs of the Commission, the deliverables under task 2 (Lot 1) shall be re-assessed upon the preparation of the annual work programme of the Network.**

**The bidders are asked to present how the request/reply mechanism could be organised and the degree of flexibility of their working methods in their bid.**

#### **Task 3: Legal data bases**

The Contractor shall maintain and keep up to date legal **data bases** established under a previous Commission project.

- 1) The **resources data base** contains the legal text of Regulations (EC) 1408/71 and 574/72 and new Regulations (EC) 883/2004 and 987/2009 as well as related case-law and Decisions of the Administrative Commission. It also contains other documentation relating to EU social security coordination, such as the most interesting studies, reports and articles published during the year(s) of reference, indicating the name, source and the author (national bibliography).

The case-law shall contain both relevant recent cases of the Court of Justice of the European Union and a selection of historical "leading cases"; as well as national case-law. The case-law shall be presented in by articles of the Regulations and key words.

- 2) Data base of **key words** relevant to the main concepts of the regulatory framework on the social security coordination, together with related practical examples or case studies related to those main concepts, and replies.

The databases shall be part of the Network website (see Lot 2 - Task 2). The Commission will provide all necessary functional and technical specifications which shall be respected for the maintenance and updating of those databases.

The databases remain the property of the Commission. At the end of the contract, the Contractor will provide the Commission with all appropriate functional and technical specifications required for a satisfactory handover of the databases.

#### **Task 4: Legal and strategic long-term analysis**

The objective of social security coordination can only be achieved if the EU provisions are well adjusted and in coherence with the economic and social developments in the national social security legislations it aims to coordinate.

To this end, the contractor shall set up expert groups of 4-8 experts ("think-tank") having an overall knowledge of the EU coordination rules to analyse the potential gaps or shortcomings of the current rules and to identify where the rules need to be adapted in order to fulfil the objectives set by TFEU. The experts shall illustrate possible scenarios how to obtain these goals.

The Contractor will be asked to deliver one report per year of no more than 50 pages. The content of the report must comprise an in-depth analysis of the situation, possible scenarios how to obtain the set goals, as well as a table of synopsis reflecting situation on the topic at national level.

#### **The bidders are asked to suggest potential topics for analysis and the organisation and working methods of think-tank in their bid.**

The final topic(s) will be decided by the Commission within 6 weeks from the signature of the contract by both parties. To select the topic(s), the Commission will take account of other existing studies and networks and suggestions of the Contractor.

The draft versions of the analytical report shall be prepared and submitted to the Commission no later than 6 weeks before the end of the contractual year, in English, and in an electronic form (PDF + word format). The final versions of the report shall be submitted to the Commission at the end of the 12-calendar month contract's period as well as paper versions (2 copies).

The Contractor should carry out the following tasks: linguistic checking, editing, graphic design and lay-out of the reports in order to ensure a harmonised and clear set of reports. The final reports shall be published on the website of the Network.

#### **Task 5: Statistics on functioning of the coordination system**

##### *a) Statistics on the functioning of the coordination system*

The Contractor shall contribute to the collection and analysis of statistics on the functioning of the coordination system.

This task will involve:

- i. Taking stock of the data available at European and national level: The Contractor shall map available data sources with relevance to social security coordination (such as Eurostat, EuroBarometer, Audit Board information, EESSI system, national sources of data and others).
- ii. Evaluating the data and proposing a statistical methodology: The Contractor shall analyse the data available and evaluate its reliability and relevance. To this respect the Contractor shall draft analytical notes. The notes shall include a proposal of a statistical methodology and type data which should be collected both at national and EU level, in order to have reliable and relevant indicators on functioning of the coordination system (e.g. number of errors, delays, a number of pensioners abroad, healthcare provided abroad,...).
- iii. Annual statistical report: Upon the collection of the data, the contractor shall prepare an annual statistical report. The Contractor may base the report on the data available (point i) and on the data collected through the developed common methodology (point ii), which will be subject to the approval by the European Commission and Administrative Commission on the social security for migrant workers.

The draft versions of the statistical report, including the analytical notes, shall be prepared and submitted to the Commission no later than 6 weeks before the end of the contractual year, in English, and in an electronic form (PDF + word format). The final versions of the documents shall be submitted to the Commission at the end of the 12-calendar month contract's period as well as paper versions (2 copies).

The Contractor should carry out the following tasks: linguistic checking, editing, graphic design and lay-out of the reports in order to ensure a harmonised and clear set of reports.

**The bidders are asked to submit an indicative work plan and a provisional estimate of resources (e.g. working time) for the task a).**

*b) Report on Monitoring the use of the European Health Insurance Card*

The Contractor shall analyse replies of the Member States and prepare the annual **report on Monitoring the use of the European Health Insurance Card** based on questionnaire send out by the Commission to the Member States. The report of maximum 20 pages in English shall be delivered within one month from the reception of all the replies from the Member States.

#### **4.2. Lot 2 - Information and training (Max. 200.000 €/year )**

The implementation of the EU coordination rules has in the first place to be guaranteed at national level. In the Member States, public authorities, institutions, social partners, judges, lawyers, NGO representatives and other experts are daily confronted with questions of interpretation and implementation of the detailed coordination rules. Representatives of public authorities and institutions already liaise at national level and often attend meetings at European Union level in order to discuss problems of implementation. This is, however, not necessarily the case for the other partners involved- lawyers, judges, social partners, NGO representatives and other experts.

Training and building networks of all actors involved at national level should contribute to the prevention of queries and infringements and thereby, to contribute to a better enforcement of EU legislation.

To this end, the Contractor shall carry out the following tasks.

##### **Administrative and financial management**

The contracts with the co-organisers mentioned under the tasks of Lot 2 shall be concluded by and on the responsibility of the Contractor, who will be responsible for their administrative and financial management. These contracts must give precise details of the tasks to be accomplished and must include all costs related to the tasks listed below (i.e. specialised seminars, re-development and maintenance of the website, annual conference).

##### **Task 1: Specialised seminars**

###### *a) Organisation of the seminars*

The objective of the seminars will be, on one hand, to widen awareness and raising consciousness about the EU rules on social security coordination and, on the other hand, to serve as a source of information for further analysis of issues which demand close attention by the Commission. These Seminars shall be organised on behalf of the European Commission.

The form and setting of the Seminars for the contractual year will be decided by the Commission within 6 weeks of the signature of the contract by both parties, based on a proposal from the Contractor.

The Contractor shall present the proposals for Seminars to be organised during the contractual year within 4 weeks of the signature of the contract by both parties. The formal proposal shall comprise the venue, the subject to be dealt with, possible dates, participants sectors and possible speakers.

The Commission will base its agreement about the planning of the Seminars on the basis of the above-mentioned objectives as well as on the overall quality of the proposal, and taking into account other seminars organised on behalf of Directorate General Employment, Social Affairs and Equal Opportunities in order to avoid possible overlaps.

Further guidelines concerning the seminars:

The Contractor shall act as **main organiser** of each of the seminars. He should associate in the organisation of the seminars the expert in charge of the Member States concerned which will be acting as **co-organiser**.

Number of seminars and Member States coverage:

- The Contractor shall organise **minimum 5** specialised seminars per year
- The seminars can be **either multinational or national**
- The Contractor shall ensure **a balanced participation of the Member States**.

Trainers

- Network Experts

- Other experts acquainted with national law, implementation of relevant EU law in the Member State(s)<sup>12</sup> concerned and remedies available at national level;
- Representative(s) of the European Commission (not to be included in the budget).

### Participants

- The Seminars should comprise **minimum 50** participants.
- representatives of social partners and NGO's, judges, lawyers, other experts dealing with implementation of relevant European Union law; country's representatives in the Administrative Commission on Social Security for Migrant Workers and in the Advisory Committee on Social Security for Migrant Workers; Member States' Solvit and EURES representatives; national experts of the EC-funded Network on Free Movement of Workers;

### Language

- Interpretation into English and the language of the hosting country shall be foreseen.

The Contractor shall draft and submit the formal conclusions and main contributions of the Seminar to the Commission within 6 calendar weeks after the Seminar took place. These conclusions should be done on maximum 5 pages and should highlight the main points of the discussion.

As a quality control tool, the Contractor shall carry out a short participant satisfaction survey for each seminar. The results of the survey shall be attached to the conclusions of each seminar. The aggregated results of these surveys shall be attached to the final activity report (see point 6.a).

**The bidders are asked to submit an *indicative* proposal for the specialised Seminars for the contractual year in their bid and indicate the number, scope and format of the seminars.**

**The bidders are asked to provide an example of the participant satisfaction survey.**

*b) Networking as a follow-up to the Seminars*

As a follow-up to the Seminars, networks between the trainers and participants of the seminars shall be built and maintained in each of the Member States. In particular, by facilitating, notably via internet facilities, regular contacts between them. Other experts available in the Member State could also be part of that network. It is to be observed that processing of personal data required for the purposes of the network is subject to national law adopted for the implementation of Directive 95/46/EC<sup>13</sup>.

To this end the Contractor shall maintain a data base of contacts established under a previous Commission project.

On the award of the Contract, the Commission will provide all necessary functional and technical specifications which will have to be respected for the maintenance and updating of these two databases.

The database remains the property of the Commission. At the end of the contract, the Contractor will provide the Commission with all appropriate functional and technical specifications required for a satisfactory handover of the databases.

### **Task 2: Network website**

#### *a) Content of the website*

The Contractor shall provide content for a Network website, which may be based on the website developed under a previous Commission Project<sup>14</sup>.

The website shall include the proposed content indicated below:

- Final outputs of the Network, except for the information provided under Task 2 and Task 5 of Lot 1;
- Data bases as described under Task 3 of Lot 1;
- Quarterly Newsletter with 3 or 4 articles made available on the website and sent by the Contractor to a mailing list of contacts. The Newsletter shall contain information about the recent and upcoming activities of the Network, as well as original academic articles in order to foster a wide-spread debate

<sup>12</sup> For the purpose of this contract, the Member States mean EEA countries and Switzerland.

<sup>13</sup> Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

<sup>14</sup> <http://www.tress-network.org/TRESSNEW/>

on actual issues in the social security coordination. These contributions will not compromise or represent the positions of the Commission of the European Union. All outputs of the Network published on the website must be presented with a visible disclaimer that these contributions are an output of an EU funded independent Network of experts and do not represent the position of the Commission of the European Union.

*b) Technical and editorial rules of the website*

The website shall be in English.

The website and its content shall be developed in such a way, so that its format respects the technical and editorial rules for EUROPA websites (see the Information Providers Guide - [http://ec.europa.eu/ipg/index\\_en.htm](http://ec.europa.eu/ipg/index_en.htm)).

The website shall be hosted at the Data Centre of the European Commission and will be linked or visually integrated into the environment of the existing DG Employment, Social Affairs and Equal Opportunities website on social security coordination issues.

The website and its content remain the property of the Commission. At the end of the contract, the Contractor will provide the Commission with all appropriate functional and technical specifications required for a satisfactory handover of the website.

### **Task 3: Annual Conference**

The Contractor shall organise an Annual Conference in the second half of each year. The date and the venue of the annual Conference shall be agreed between the Contractor and the Commission within the two months from the signature of the contract.

The conference shall be attended by all experts forming the Network. The Commission's representatives of Unit E/3 of Employment, Social Affairs and Equal Opportunities DG must be invited to this meeting. The meeting shall enable the experts to present the information given in the reports and draw the appropriate conclusions and recommendations from the reports and other outputs (seminars, ad hoc analysis). The Commission will communicate its suggestions to tailor the outputs of the Network according to its identified needs. Priorities for the following year will be discussed, as appropriate.

The Contractor shall prepare minutes of the conference within three weeks. These minutes shall be approved by the Commission before they are distributed.

## **5. PROFESSIONAL QUALIFICATIONS REQUIRED**

See point "12. Selection criteria" of the Tender specifications and Annex IV of the draft contract, experts' CVs and classification of experts.

## **6. TIME SCHEDULE AND REPORTING**

See Article I.2. of the draft contract.

### **a) Reporting**

In addition to regular oral reporting to the DG Employment, Social Affairs and Equal Opportunities, the contractors shall produce, after 6 months of the contractual year, an **Interim Activity Report** assessing overall progress towards the achievement of the annual work programme together with a time-planning for the remaining actions to be carried out by the end of the contractual year.

The **Final Activity Report** will be delivered at the latest 12 months after the start of the contractual year. It will provide a concise overview of the work carried out during the course of the contract, as well as any comments, suggestions or recommendations judged useful or necessary by the contractor.

All reporting must be done in English and delivered both on paper and electronically (word format).

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

Work may not start until after the signature of the contract, which is estimated to be signed in November 2010. The period of performance will be 12 calendar months from the date of contract signature.

The initial contract may be renewed three times for a period of 12 calendar months only with the express written agreement of the parties before payment of the balance. Renewal does not imply any modification or deferment of existing obligations.

The successful contractors will participate in two annual meetings with the Commission in Brussels and participation costs at these meetings should be included in the tender budget. The first meeting will take place in the initial stages of the contract after creation of the Network, to establish the

necessary contacts and discuss the annual work programme, which shall be established at the beginning of the contractual year. The final work programme shall be established no later than 2 months from the creation of the Network.

A member of the Network could be invited once a year to make a presentation on a particular question of interest at a meeting, in Brussels, in the Administrative Commission on Social Security for Migrant Workers and in the Advisory Committee on Social Security for Migrant Workers as regards any of the topics analysed by the Network on that particular year. The Commission shall ask the Contractor with a minimum two months in advance.

### c) Overview of deliverables and time schedule

Remark: The overview does not contain deliverables linked to Task 3 of Lot 1 "Databases" and Task 2 of Lot 2 "Website", which do not follow a fixed time schedule.

<b>LOT1</b>	
<b>Task 1</b>	<b>Thematic legal report or "European Report"</b> (general legal report)
T0+6 weeks	Agreement about the character of <b>the report and topic (in case of thematic report)</b> with the Commission
T0+10 months	The draft report as well as an executive summary submitted to the Commission
T0+12 months	Final version of the report
<b>Task 2</b>	<b>Accurate concrete responses to punctual requests for information by the Commission</b>
TR+10 working days	Short written reply
<b>Task 2</b>	<b>"Ad hoc study" or "Contribution to the impact assessment"</b> (Once a year)
TR+5 months	Final version of the "Ad hoc study" or "Contribution to the impact assessment"
<b>Task 4</b>	<b>"Think-tank" report</b>
T0+6 weeks	Agreement about the final topic for the "Think-tank" report with the Commission
T0+10,5 months	Draft version
T0+12 months	Final version of the "think-tank" report
<b>Task 5</b>	<b>Statistical report, including analytical notes</b>
T0+10,5 months	Draft version
T0+12 months	Final version of the document
<b>Task 5</b>	<b>Report on Monitoring the use of the European Health Insurance Card</b>
TC+1 month	Final version of the report
	<b>Work programme and activity reports</b>
T0+0	Draft work programme
T0+2 months	Final work programme
T0+6 months	Interim Activity report
T0+12 months	Final Activity report

*T0 = date of signature    TR = date of request    TC = date of reception of all replies from Member States*

<b>LOT2</b>	
<b>Task 1</b>	<b>Seminars</b>
T0+4 weeks	Proposal for Seminars to be organised during the contractual year
T0+6 weeks	Agreement on the form and setting of the Seminars with the Commission
TS+6 weeks	Formal conclusions and main contributions

<b>Task 3</b>	<b>Annual Conference</b>
T0+2 months	Agreement on the date and venue of the Annual Conference
TS+3 weeks	Draft minutes of the conference
	<b>Work programme and activity reports</b>
T0+0	Draft work programme
T0+2 months	Final work programme
T0+6 months	Interim Activity report
T0+12 months	Final Activity report

*T0 = date of signature      TS = date of the seminar or of the conference*

**1. Additional information to the Tender specifications and monitoring**

See attached document(s): ..... pages.





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## Contractor's Tender

ANNEX II

Registre CAD Ref. No. .... of .....

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See attached document: ..... pages.

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## ANNEX III Breakdown of prices

### 1. Breakdown of prices

Description	Unit price in €	Max. No of units	Unit type	Sub-total per item	Total amounts in €
<b>FEES AND DIRECT COSTS</b> (fixed prices)					
Experts' fees (to be specified for each specific task)					0,00
Details	0,00	0	w.d.	0,00	
Other direct costs (to be specified)					0,00
Details	0,00	0	unit	0,00	
<b>Sub-total "Fees and Direct Costs" (Art. I.3.1)</b>					<b>0,00</b>
<b>Overall Total</b>					<b>0,00</b>

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)<sup>15</sup> 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,

<sup>15</sup> All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

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:

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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>

### 3. CVs of experts assigned

See Annex II.

Choose 1 out of 4 options:

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

**Local supplies and services**

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

**1. VAT exemption – Exemption level**

In Belgium, the terms of the present Contract have the same value as the VAT exemption request No 450 (VAT exemption – Article 42, § 3.3, VAT Code).  
The 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 Jackie MORIN, Head of Unit - EMPL/E/3 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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