

EUROPEAN COMMISSION
DG Employment, Social Affairs and Inclusion

Europe 2020: Employment policies
Employment Services, EURES

Framework Service Contract

Contract title **Framework contract on Helpdesk and other support services to the EURES Portal**

Contract ref. no. **VC/2011/0452**
The above title and reference no. **must** be quoted in **all** correspondence with the Commission.

Contractor
.....

Other administrative information

Department **DG EMPL.C.4**

Pre-information notice O.J. publication ref. no:
Call for tenders DG EMPL ref. no: VT/...../..... of
Contract notice O.J. publication ref. no:
EPIC (CIAME) ref. no:/.....
Service category no: A07

Type of Contract V/SE/FRASEC02

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 Wallis GOELEN,
Head of Unit - EMPL.C.4, DG Employment, Social Affairs and Inclusion,

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/...../..... of)
and Monitoring
- **Annex II** Contractor's Tender (Registre CAD Ref. No. of)
- **Annex III** Model Forms
- **Annex IV** CVs and classification of experts

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

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

Subject to the above, the several instruments forming part of 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.8 should he dispute any such instruction.

I. **Special conditions**

Article I.1 **Subject**

I.1.1. The subject of the Contract is: **Framework contract on Helpdesk and other support services to the EURES Portal.**

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

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

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

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

Article I.2 **Duration**

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

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

I.2.3. The Contract is concluded for a period of 24 months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.

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

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

I.2.5. The Contract may be renewed up to 1 time(s), each time for a period of 24 months, only before expiry of the Contract and with the express written agreement of the parties. Renewal does not imply any modification or deferment of existing obligations.

Article I.3 **Prices**

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

I.3.2. Prices shall be expressed in EUR.

I.3.3. *Price revisions*

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

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

This revision shall be determined by the trend in the consumer price index of the State in whose currency Contract price is expressed.

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

- Pr = revised price;
- Po = price in the original tender;
- Io = index for the month corresponding to the final date for submission of tenders;
- Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

1.3.4. Travel, subsistence and shipment expenses

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

Article I.4 Implementation of the Contract

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

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

Article I.5 Payment periods

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous orders have not been executed as a result of default or negligence on the part of the Contractor.

1.5.1. Pre-financing

Within 30 days of the latest of the following dates:

- the date on which the Contractor sends the relevant invoice, indicating the reference number of the Contract and of the Order to which it refers,
- the receipt by the Commission of a duly constituted financial guarantee equal to at least 30% of the total value of the Order,

pre-financing payment of 30% of the total value of the Order shall be made.

1.5.2. Interim payment

Not applicable.

1.5.3. Payment of the balance

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

- the final technical report in accordance with the instructions laid down in Annex I,
- the relevant invoices indicating the reference number of the Contract and of the Order to which they refer,

provided the report has been approved by the Commission.

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

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

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

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

I.5.4. Performance guarantee

Not applicable.

Article I.6 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.7 General administrative provisions

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

Commission

European Commission
Directorate-General Employment, Social Affairs and Inclusion
EMPL.C.4
B-1049 Brussels (Belgium)

Contractor

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

Article I.8 Applicable law and settlement of disputes

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

I.8.2. Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Brussels.

Article I.9 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. Such data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by

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

² By a document issued or certified by the bank.

DG Employment, Social Affairs and Inclusion acting as data controller without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.

Article I.10 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 the services ordered before the termination date. 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 services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

Article I.11 Other special conditions

Pre-financing shall only apply for specific orders for services if the amount of the single order is above 50.000 EUR.

Draft
Draft

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 Invoicing and Payments

II.4.1. Pre-financing

Where required by Article I.5.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to

the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part. The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2. Interim payment

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

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

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

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

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.4.3. Payment of the balance

Within sixty days of completion of the tasks referred to in each order or specific contract, the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents, which are provided for in the Special Conditions:

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

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

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

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

Article II.5 General Provisions concerning Payments

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

II.5.2. The payment periods referred to in Article I.5 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.5 shall begin to run again once the suspension has been lifted.

II.5.3. In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (*"the reference rate"*) plus seven percentage points (*"the margin"*). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

Article II.6 Recovery

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

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

II.6.3. In the event of failure to pay by the deadline specified in the request for reimbursement, the Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the 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 that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

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

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

- (a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- (b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;

- (c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- (d) travel outside 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.

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.9 shall apply.

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

II.10.3. Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the 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, a pending order or a specific contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (c) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the 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 under a pending order or a specific contract has not actually commenced within fifteen days³ of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

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

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

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

II.15.4. Consequences of termination

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

³ This period can be modified in the Special Conditions depending on the nature of the contract.

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

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

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

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

Article II.16 Liquidated Damages

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2%⁴ of the amount of the relevant purchase per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

Article II.17 Checks and Audits

II.17.1. Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the 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 of the last implementation.

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 of the last implementation.

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

Article II.18 Amendments

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties. An order or a specific contract may not be deemed to constitute an amendment to the Contract.

⁴ The daily rate for liquidated damages may be modified in the Special Conditions where the subject of the contract so justifies.

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

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

ARTICLE II.20 – DATA PROTECTION

II.20.1 The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the entity acting as data controller provided for in Article I.8.

II.20.2 The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

II.20.3 Where the Contract requires the processing of personal data by the Contractor, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

II.20.4 The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

II.20.5 The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - aa) unauthorised reading, copying, alteration or removal of storage media;
 - ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - ac) unauthorised using of data-processing systems by means of data transmission facilities;
- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.

Signatures

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

2. For the Commission,
Wallis GOELEN
Head of Unit - EMPL.C.4
DG Employment, Social Affairs and Inclusion

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

In duplicate in English.



Tender Specifications and Monitoring

ANNEX I Tender No. VT/...../... of

1. Background

EURES is a tool to support the European Employment Strategy to create more and better jobs throughout the EU meeting the headline employment target of 75 % by 2020. The European Employment Strategy will be implemented in line with the Europe 2020 Strategy for smart, sustainable and inclusive growth and the two key flagship initiatives the "New Skills and Jobs Agenda" and "Youth on the Move" which define the operational objectives in the coming years 2011-2012.

1.1 EURES - objectives

The mission of EURES is to improve the functioning of the European labour market by facilitating the exercise of the right to the free movement of labour (one of the basic rights of the European citizen as set out in the Treaty on the Functioning of the European Union), by providing actual access to more job opportunities and by making a contribution to overcoming bottlenecks and shortages on European labour markets. EURES thus contributes to achieving the objectives on geographical and occupational mobility set by the European Employment Strategy under the Europe 2020 Strategy for smart, sustainable and inclusive growth.

The EURES co-operation is legally based on

- Article 46 of the Treaty on the Functioning of the European Union
- Council Regulation (EEC) 1612/68, part II
- Commission Decision 2003/8/EC of 23 December 2002 (Official Journal L 5 of 10 January 2003) implementing Council Regulation (EEC) No. 1612/68 as regards the clearance of vacancies and applications for employment
- The EURES Charter defines the EURES activities to be carried out and establishes the operational objectives and quality standards to be applied
- The EURES Guidelines, adopted every three years, describe the overall objectives for the time period concerned

1.2 EURES – operation

EURES was launched in 1994 as a network for co-operation between the Public Employment Services (PES) of the Member States, their partners and the Commission to exchange information concerning vacancies and applications for employment, information on the state and trends of the labour market as well as information concerning living and working conditions. EURES aims to inform, advise and assist European citizens who want to work in another country and employers to recruit from abroad.

The EURES co-operation has been fully extended to EU/EEA countries (the EU Member States plus Norway, Liechtenstein and Iceland). Switzerland also co-operates within the EURES framework in accordance with the Agreement of 21 June 1999 between the European Community and Switzerland on the free movement of persons.

The services of EURES consist of information, advice and assistance for placement, recruitment along with matching CVs and vacancies. The tasks related to recruitment, placement and matching will get more emphasis in order to address real needs of the EURES clients and provide measurable outcomes.

EURES has a **human network** of EURES advisers to provide the information required by jobseekers and employers through personal contact. There are currently more than 850 EURES advisers located

throughout the EU/EEA. EURES advisers are trained specialists who provide the three basic EURES services of information, guidance and placement, to both jobseekers and employers interested in the European job market. EURES advisers also contribute to the integration of EURES services within their organisations, mainly the Member States' PES, and provide training and support for other staff.

To match the needs of jobseekers and employers, EURES has developed a **jobs database** that originally contained vacancies of particular interest to non-nationals. The Employment Guidelines, adopted by the Council in July 2003, specified that by 2005 jobseekers throughout the EU should be able to consult *all* job vacancies advertised through Member States' employment services. The Member States have gradually adapted their systems to the new technical platform so that virtually all their vacancies can now be accessed via the EURES Portal. The Portal thus connects job vacancies databases in 30 countries and a user can access, in real time, more than a million job vacancies. In addition to the jobs database there also is a **CV online database**, where jobseekers can post their CVs to be viewed by registered employers.

Both databases are available on the **EURES Job Mobility Portal** (<http://eures.europa.eu>). It aims to provide a user-friendly means of accessing the information needed for those contemplating a move for career or for learning purposes. The portal is now available in all 25 official EU/EEA languages and attracts more than 4.000.000 visitors per month.

As well as providing information on available jobs throughout the EU/EEA and the possibility for jobseekers to post their CVs online, the Portal provides information on living and working conditions, labour market developments (tracking shortages and surpluses of labour), and on education and training opportunities (via the PLOTEUS site run by the Commission's Directorate General for Education and Culture).

Following the enlargements of the European Union in 2004 and 2007, EURES serves as an important focal point for information concerning, among other things, the transitional rules that apply for the free movement of workers between new and old Member States. Transitional arrangements may still apply for some time, with possible future enlargements of the European Union.

The Extranet section of the Portal, available for EURES advisers and other members of the EURES network (in total more than 2.000 users), contains document repositories, directories, forums and a number of other practical tools and utilities to facilitate internal communication within the EURES network.

A EURES Helpdesk providing quick and accurate answers to information requests from jobseekers, employers and others on job mobility issues in general and on the European Job Mobility portal in particular is accessible via a European free phone number and e-mail.

The European Commission's Directorate General for Employment, Social Affairs and Inclusion (DG EMPL) is responsible for co-ordinating and supporting the EURES network

2. Purpose of the Contract

The purpose of this contract is to provide a modern helpdesk service to give help and assistance to users of the EURES Portal, including members of the EURES network. The role of the EURES helpdesk is to provide quick and accurate answers to information requests from jobseekers, employers and other users on job mobility issues in general and on the EURES Portal in particular.

3. Tasks to be performed by the Contractor

The helpdesk replies to all kinds of enquires relating to the services provided on the EURES Portal, including the Extranet section, and to questions on practical aspects of job mobility within Europe in general, received by e-mail, telephone or any other current or future means of electronic message delivery.

Most requests are currently sent by e-mail. A free phone number accessible in all EU/EEA countries provides free of charge telephone access to the helpdesk. E-mails are sent to an address at the

Commission from which they immediately are automatically forwarded to the Contractor's mailbox. The helpdesk should also be able to receive enquires via Voice over IP telephony (VOIP) as well as via an online "chat" functionality on the EURES portal. Details of the requests and the replies should be registered in a "Work flow / Management system" so that they can easily be identified, reproduced and included in regular statistics and feedback to the Commission.

Answers are mainly given on the basis of standard replies provided by or drawn up in co-operation with the Commission. The reply to many of the requests will consist of or include a reference to other sources of information on European and/or national level such as EURES advisers, the Euroguidance network, Europe Direct, Your Europe Advice, SOLVIT, Enterprise Europe, etc.

Standard replies, modular elements for answers, contact information etc. in the official languages of the EU/EEA to be used for all general questions should be stored in a "knowledge database" developed and maintained by the Contractor.

3.1 Description of the tasks

The service under the Contract will consist of the following main elements:

- Reception and registration of requests in a Workflow / Management system
- Replying to requests, on the basis of information provided by the Commission, which the Contractor must incorporate into a "knowledge database" to allow easy retrieval and tracking, and to ensure best possible quality of the answers
- Providing feedback and statistics on both requests and replies to the Commission
- Handling of complaints and abuse reports on services provided by the EURES Portal and the EURES network in general
- Providing information for and editing Website FAQs and/or problem alerts.

In addition, the helpdesk will, on request, be required to undertake some administrative tasks in connection with the EURES portal, such as

- Verification and approval of pending user registration requests from employers, jobseekers and Extranet (Intranet for the EURES network) users
- Management of lost user IDs and passwords for jobseekers, employers and Extranet (Intranet for the EURES network) users
- Reception and registration of requests for publications and information material
- Reporting on faults and errors concerning the functioning of the EURES portal (see 3.1.3 below)
- Monitoring and moderation of online discussion forums for users of the EURES portal.

The Contractor may also be asked to participate in EURES training sessions organised by the Commission's training provider to inform about the activities and services provided by the helpdesk.

3.1.1 Reception and registration of requests

For every request received by the helpdesk, be it by e-mail, telephone or online, the date and time of reception, country, language and contact details of the requestor as well as a short summary of the nature of the request must be registered in the Work flow / Management system maintained by the Contractor. In the case of telephone calls that can be answered immediately, the contact details may be left out.

The Contractor should immediately discard any junk, promotional or any other types of e-mails or other requests received which do not relate to the activities of EURES or the European Union in general. These messages should not be registered or replied to.

E-mail messages may arrive in any of the official languages of the EU/EEA (See 3.3 below). Registration of data needs to be done in English.

A notification of receipt, in the same language as the request, provided that it is one of the official languages, and otherwise in English, should be dispatched to the sender without delay.

3.1.2 Replying to requests

Replies will be prepared by the helpdesk mainly on the basis of information and standard replies provided by the Commission, incorporated into the Contractor's knowledge database.

Replies must be sent as quickly as possible and should, as a principle, be in the language of the initial request, provided that it is one of the official EU/EEA languages.

As a minimum requirement, a written reply should be sent within three working days. In case the Contractor cannot answer within three working days (see category B and category C below) a holding reply must be sent within three working days. A complete reply must be sent within 15 working days from the date of receipt. If the Contractor has transmitted (escalated) a question to the Commission or elsewhere for reply or research (category C) the case should still be considered as open, and the Contractor must carefully watch, and if necessary make reminders so that the 15 day limit can be upheld.

The required service level is that at least 50% of the written questions received in English, French or German are fully replied within 1 working day and that 100% of the questions are replied either fully or by the dispatch of holding replies within 3 working days.

Telephone calls must be handled as promptly as possible. The helpdesk must be able to answer incoming telephone calls in at least English, French and German at any given point of time during opening hours (see 3.2 below). If an oral answer cannot be given immediately, or if the request requires a detailed reply, contact details must be taken and a written answer provided, within the same deadlines as for written requests.

Information request received online, via the "chat" functionality or otherwise should in this respect be considered as telephone calls.

For the purposes of invoicing, provision of statistics and quality control each request for information will be classified under one of the three categories A-C defined below, each of which involving the tasks described above. The Commission reserves the right to refuse the classification assigned to a particular request by the Contractor, and may in particular refuse to reply to a request classified by the Contractor as category C, if the Contractor is deemed capable of replying directly himself.

The calculation of the offered price should be based on the workload expressed as number of Work Units (WU), where a request category A corresponds to 1 WU, a request B to 3 WU and a request C to 2 WU (see 11 of the Tender Specifications).

Category A - Standard answers

A standard answer exists, or needs only a minor modification, and can be dispatched within 5 minutes. This category also covers the forwarding of requests to identified contacts e.g. within the EURES network or the European institutions, such as the Europe Direct service, and informing the sender that the request has been forwarded to this contact. Requests may only be forwarded if it is obvious that the request can and will be handled and answered by the contact to which it is forwarded.

Action required:

- Analyse question and dispatch notification of receipt
- Look up correct standard answer in the language of the query in the knowledge database
- Make necessary modifications to the standard answer
- Dispatch the answer by the appropriate channel
- Log and archive

Examples of currently used standard answers can be provided to interested tenderers on request.

Category B – Specific answers

A personalised reply can be prepared on the basis of existing documentation and other information at the disposal of the helpdesk, requiring an average processing time of 15 minutes.

Action required:

- Analyse question and dispatch notification of receipt
- Refer to documentation and other information sources of relevance, such as other Commission information and advice services
- Formulate answer in appropriate language
- Dispatch answer by appropriate channel
- Log and archive, if relevant adding new elements for reply to the knowledge database

Category C - Complex answers

Queries not foreseen in the documentation provided by the Commission

Action required:

- Analyse question and dispatch notification of receipt
- Transmit to the Commission for reply or research, or to identified contacts within the Institutions with copy to the Commission, indicating elements for which reply is required.
- Prepare reply based on information received from the Commission/ identified contacts
- Dispatch answer by appropriate channel
- Log and archive, adding new elements for reply to the knowledge database from the reply provided by the Commission or other identified contacts

For Category C, complex answers, the Commission may reply directly, copying the answer to the helpdesk, or may define the elements necessary for the helpdesk to reply as a Category B specific answer. In either case, the reply should be added to the knowledge database, for future use.

Registration of telephone calls and online information requests

Telephone calls and online chat sessions in English, French and German that do not exceed 5 minutes and where a reply can be given immediately should be considered as category A, standard answers. For requests involving a more detailed or lengthy answer, or in a language other than English, French or German, a contact address should be registered, and the inquiry then handled as a written request, of category A, B, or C as appropriate.

These requests and replies by telephone must also be logged and archived as all other requests.

Technical questions

The queries described above under A-C may also include technical questions about the functioning of the system, reception of anomaly reports, suggestions for improvements etc. The helpdesk should, even if it subsequently passes on problems to more specialised services (systems support, software engineering, etc), must be able to:

- . diagnose the problem and reach an appropriate conclusion,
- . answer most of the questions directly by e-mail or telephone,
- . express the problems defined by the customer in a language, which can be understood by the technicians, and vice-versa.

Exceptionally, in order to identify a problem, and/or advise on the correct action to be taken by the end-user, it may be necessary to guide the end-user through various steps during a telephone conversation or a chat. The average length of such a conversation should not exceed 10 minutes. These requests and replies by telephone/chat must also be registered. Depending on their length and complexity they should be classified as a request under category A-C.

Administrative tasks

The helpdesk will be required to undertake a number of tasks related to the systems administration of the EURES portal, including

- Verification and approval of "My EURES" registration requests from employers, jobseekers and Extranet (Intranet for the EURES network) users
- Management of lost user IDs and passwords for jobseekers, employers and Extranet (Intranet for the EURES network) users
- Reception and registration of requests for publications and information material
- Reporting on faults and errors concerning the functioning of the EURES portal (see 3.1.3 below)

These tasks should normally be classified as requests under category A, but could, depending on their length and complexity, exceptionally be classified as a request under category B-C.

3.1.3 Provision of feedback and statistics on both requests and replies

The Contractor shall provide statistics on the activities every month and on request to the Commission. These statistics shall show the number of requests received, broken down by category A-C as described in detail above, method of transmission, country, language, subject, as well as the delay for responses and length of telephone calls.

The Contractor should provide quarterly an executive summary report containing statistical trends with explanatory text. The data in the executive summary report should at least cover contacts per month, per country, per category (employers, jobseekers, students, EURES network, researches and others) and per way of contact. The data should be supported by graphs. The executive summary report will be part of the overall strategic work plan for EURES.

The quarterly management reports should also include information on all pending requests and the average as well as the maximum time for handling requests. For any request that has not been replied within the stipulated 15 working days, full details as well as a justification for the delay must be supplied.

Details must also be supplied of all additional ad hoc activities carried out under this contract at the Commission's request.

The monthly and quarterly reports must be provided in English as an electronic file in an agreed standard format. Details of all complex questions referred to the Commission or other declared contacts must be supplied with the monthly statistics, as well as examples of the main types of questions and replies handled during the month in question. Individual reports and analysis must be available at short notice if requested.

The Contractor will immediately inform the Commission and contacts for technical support identified and agreed by the Commission, of any faults and problems concerning the functioning of the EURES portal, which come to the helpdesk's attention during its normal activity of replying to information requests. The Contractor should also forward to the Commission complaints and other feedback concerning the functioning and quality of services provided by members of the EURES network.

3.1.4 Additional ad hoc tasks

At the Commission's specific request, and in agreement with the Contractor, the helpdesk will be required to carry out various other ad hoc tasks. These ad hoc tasks may include, as a guide,

- Monitoring and moderation of online discussion forums for jobseekers and employers that may be opened on the portal in the future.
- Reception, registration and processing of feedback information received from users
- Tests relating to the performance of the system and services provided
- Sending of e-mail messages to identified groups of users
- Editing and uploading of information to the web site.
- Compilation and dissemination of statistics on the usage of the EURES portal
- Specific customer services at the launch of a new release or service (e.g. extra helpdesk functions, special study on customer reaction)
- Participate in EURES training sessions and other meetings, to present the help desk and its activities.

3.2 Opening hours

The helpdesk should be available between 8.30 a.m. and 6.00 p.m (Central European Time) from Monday to Friday, regardless of national holidays of the country where the helpdesk is physically located. The only days which will be considered holidays where no service is required are: New Year's Day, Easter Monday, Ascension, Whit Monday (Pentecost Monday), All Saints ' Day, Christmas and Boxing Day (according to the Belgian calendar).

3.3 Languages

While the telephone and online "chat" service only needs to be supplied in English, French and German, the helpdesk should be able to handle written information requests in all official languages of the EU/EEA i.e. currently: Bulgarian, Czech, Danish, Estonian, Dutch, English, Finnish, French, Gaelic (Irish), German, Greek, Hungarian, Icelandic, Italian, Latvian, Lithuanian, Maltese, Norwegian, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish.

The helpdesk service should be organised in such a way that telephone contacts and written enquiries in English, French and German can be dealt with immediately by the members of the helpdesk team. **The tenderer should describe in detail how written requests in other languages will be handled.** It should be noted that at the present time the vast majority of written request are handled in English, Spanish, German, French, Italian and Romanian.

Basic documentation will be provided by the Commission in all the official languages. The knowledge database must allow the multilingual retrieval of this documentation.

The number of official languages may increase during the life of the contract. The Contractor must be able to extend the linguistic coverage of the service provided, without any additional charges.

As to the language skills of the staff involved, see under *14.B. Technical capacity* in the "Specifications – Invitation to tender".

3.4 Infrastructure

The Contractor must maintain the infrastructure necessary to handle all requests, and make any necessary adaptations of this infrastructure at his own expense and at his own location(s) throughout the life of the contract.

This infrastructure includes in particular a Workflow / Management system, a knowledge database, access to the EURES portal, its "back-end". The contractor should provide, by hosting and maintaining, all necessary channels to access the helpdesk via telephone, e-mail, VOIP telephony networks and online chat.

The necessary telephony infrastructure includes the maintenance in all EU/EEA countries and Switzerland of a European or, where not available, national free phone number.

Tools for error reporting, management of lost User IDs and passwords etc., will be provided by the Commission as part of the helpdesk's access to the EURES portal and its back-end application via the Internet.

The Contractor may in the future be asked to provide a facility to redirect certain incoming calls (telephony and VOIP) to national EURES contacts via telephone. This could e.g. be as an option on the voice menu or manually by the helpdesk operators.

The cost of all necessary infrastructures should be included in the global price of the service. The only exception may, if applicable, be the direct costs payable to the involved telephony network operators for the transfer of existing European and national Free phone numbers from the current helpdesk operator and for registration of new such numbers. If redirected of incoming calls incurrent costs, as setting up of the technical application as well as communication cost, these will also be considered as expenses eligible for reimbursement.

3.5 Registration, archive, knowledge database

The Contractor must register all requests, irrespective of how they have been sent and whether they are open or closed, in one single Work flow / Management system comprising details of the date, identity of caller, type and nature of the information request, and action taken. The system must allow a tracking of

open pending issues, and should for all individual requests provide information on the actual handling time.

The Contractor should maintain and update a knowledge database containing basic documentation, standard replies and elements thereof and other useful information to ensure an efficient and consistent handling of all incoming inquiries and requests.

The Contractor should without delay inform the Commission as soon as there is a need to update or provide new standard answers or elements for answers and propose any other improvement of the basic documentation. Such information will normally be provided by the Commission in all official languages.

Ideally all these functions should be available in one single management system, but a separate system for the knowledge database is acceptable as long as the helpdesk operators can easily access both systems.

On request, the Contractor must provide full access for the Commission to the Workflow / Management system and the knowledge database.

The tenderer must describe in detail how the proposed Workflow / Management system and the knowledge database will function.

3.6 Data Security

The Contractor undertakes to maintain a sufficient level of security to protect the data held for the Commission from unauthorised access and misuse.

3.7 Data protection

Private data are confidential (see Article II of the General Conditions applicable to service contracts awarded by the European Commission) and must not be used by the Contractor, or divulged to third parties, for any purpose other than those foreseen under the Contract.

At the end of the Contract all physical and electronic records pertaining to the correspondence made under the Contract, including the register of calls treated, all identifying details of those contacting the helpdesk, the basic documentation supplied by the Commission, and the full collection of standard replies and elements thereof (the knowledge database) must be returned to the Commission in an agreed format.

3.8 Quality Control

Regular monitoring of the helpdesk's activities will be ensured by the Commission for quality control and overall management purposes. This can include visits to the Contractor's premises or database checks as well as test enquiries.

The outcome of such quality checks will be reported by the Commission, and discussed with the Contractor at the review meetings. The Contractor must offer the Commission unlimited access to the Contractor's Workflow / Management system and the knowledge database, to allow checks at any time on the quantity and registration of requests, and on the quality and classification of the replies provided by the Contractor.

The service quality must comply with the Commission's Code of Good Administrative Behaviour: (http://ec.europa.eu/civil_society/code/index_en.htm). It will be measured on the following points:

- Availability of service
- Quality of language skills
- Accuracy and quality of replies (the helpdesk must provide accurate responses to enquiries of a varied nature)
- Repetition of identical questions (the service quality is considered to be insufficient if identical questions are addressed repeatedly to the Call Centre by the same enquirer within a short period of time. A control mechanism in the caller archive should ensure the identification of repeated similar requests by the same person)

- Consistency (the same question should always meet with the same elements in the reply)
- Politeness and manner of handling enquiries
- Respect of the reply deadlines
- Rationalisation (as the Contractor gains in experience, certain replies should pass to a more simple category of classification)

Random monitoring of the calls and correspondence, test calls and mails as well as enquiries with users will be made by the Commission to control the quality.

3.9 Meetings

The Commission will invite the Contractor to periodical meetings to offer updates on EURES and other relevant Commission activities and to review the volume of work handled by the Contractor. These meetings, that will be organised about two times per year, will be held at the Commissions premises in Brussels and could be attended by at least one member of the helpdesk. The meetings are foreseen to last not more than a full working day. The associated expenses must be included into the overall quarterly fixed fee.

The Contractor may be asked to attend additional specific meetings at the request of the Commission. In this case, any mission expenses incurred by the Contractor will be reimbursed in accordance with the provisions of the Contract.

The Contractor must prepare the minutes of any meetings he attends. These minutes must be approved by the Commission before being distributed.

3.10 Guidance and indications on tasks execution and methodology

In 2010 the helpdesk received a total number of around 14.000 enquires. For the requests received the following breakdown between categories applied:

A Standard reply	88 %
B Specific reply	11 %
C Complex reply	1%

Around 65 % of the information requests were received by e-mail. More than 30 % of the e-mails were in English, followed by Spanish, German, French, Italian and Romanian accounting for around 10 % each.

Of the telephone calls around 50 % were in English, 18 % in French and 15 % in German.

N.B All figures are given purely as an indication without any commitment on the part of the Commission.

3.11 Liquidated damages

Article II.16 of the draft Contract provides for that a Contractor that seriously fails to meet contractual obligations may be subject to financial damages.

The Commission will conduct regular checks on the service offered by the Contractor.

Instances of poor quality, attributable to the Contractor will be recorded and will feature in the review of his performance. If 2 or more occurrences of bad quality such as:

- An abusive or substantially incorrect reply is sent or given by phone,
 - An impolite or factually or linguistically inaccurate reply is sent or given by phone,
 - The service is not operational for more than 1 hour during normal opening hours,
 - Access to the Contractor's archive or knowledge database is refused or technically not possible,
- have taken place within any given period of 30 working days, damages may incur of up to 1000 €.

Any delay in the execution of the service for which the Contractor can be held responsible may incur in damages for 150 € per stated day of delay beyond 3 working days for the dispatch of a reply or a holding answer and 150 € per stated day of delay beyond 15 working days for a complete reply.

These examples are given only as a guide and should not be considered as an exhaustive list of instances when damages may be imposed.

The Contractor will be required to correct immediately any error detected for which he is responsible. The damages may if necessary be cumulative.

4. Expertise required ⁵

See Annex IV.

Specific requirements other than those mentioned in Annex IV

4.1 Staff skills

The Contractor must ensure that any staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him or her.

The Contractor shall propose a Project Manager to have on his behalf the overall responsibility for the completion for the execution of the Contract. The Project manager must have documented knowledge and experience of running services similar to those described in points 3-3.9. The Contractor must provide CVs of the Project manager and other key personnel responsible for carrying out the Contract and must inform the Commission when there are changes in the key staff.

The helpdesk members should be highly motivated and capable of working in a complex environment, handling multiple issues simultaneously. They must understand the importance of their role, representing EURES, an important and highly visible Commission network in direct contact with the general public and the members of the EURES network, be tactful and have the ability to promptly identify the caller/user needs in order to provide appropriate support or solutions. They need to have the necessary language skills to carry out their tasks (see *14.B. Technical capacity* in the "Specifications – Invitation to tender").

All members of the helpdesk team are expected to have or acquire, through the training mentioned under point 4.2, detailed knowledge of the functioning and operation of the EURES Portal, the EURES network and the principles of free movement of workers with the Economic Area as well as a sound general knowledge of the functioning of the European Union.

Any change of personnel, occurring during the life of the Contract, shall be notified promptly for agreement by the Commission. The Contractor must provide documentation on the person(s) skills by including his or her CV.

4.2 Training

An initial information and training session will be provided by the Commission before the start of the Contract. The training session will have duration of one to two days and will be held in English at the Commission's premises in Brussels or at the Contractor's premises. Attendance is obligatory for all full-time team members and their replacements. An exact timetable and a detailed programme will be provided once the Contract has been signed. During this period the Contractor must acquire the knowledge and expertise necessary to be able to carry out independently the services foreseen under this Contract.

The Contractor must ensure that the knowledge gained by his staff is maintained and further developed. Any new team members must get an appropriate initial training by the Contractor.

5. Schedule of reports – Terms for approval, structure and content

The Contractor shall provide statistics on the activities every month and on request (See 3.1.3 above).

Within one month following the end of each 24 months period the Contractor shall provide a status report drawn up in English on the operation of the helpdesk service. Apart from biannual statistics on the requests received, the report should, in particular, describe

⁵ See Article II.1 as regards the replacement of experts.

- any problems encountered during the year,
- measures to maintain and improve the quality of the service
- staff turnover
- training of the staff

6. Schedule of audits to be carried out in accordance with Article II.18 of this Contract

.....

7. Additional information to the Tender specifications and monitoring

See attached document(s): pages.

Draft
Draft

Contractor's Tender

ANNEX II

Registre CAD Ref. No. of

See attached document: pages.

Draft
Draft

ANNEX III **Model Forms**

1. Model Forms

1.1. Request for Services

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

1.2. Service Order Form

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

2. Calculation of amounts due under the present Contract

2.1. Fees

Initial calculation based on unit price(s) per w.d. of expert(s) depending on the level of qualification of the expert(s) executing the mission. The unit price(s) is (are) expected to cover the expert(s) fees, the Contractor's administrative expenses, as well as the costs of producing the contractual number of copies of the required report(s) ⁶ 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;

⁶ All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

- more than 24 hours but not more than 36 hours: 1.5 DSA;
- more than 36 hours but not more than 48 hours: 2 DSA;
- more than 48 hours but not more than 60 : 2.5 DSA, and so on.

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

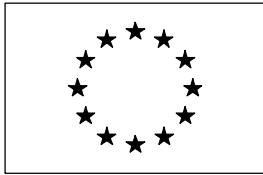
Destinations		DSA in EUR	Maximum hotel price in EUR	Destinations		DSA in EUR	Maximum hotel price in EUR
AL	Albania	50,00	160,00	LI	Liechtenstein	80,00	95,00
AT	Austria	95,00	130,00	LT	Lithuania	68,00	115,00
BA	Bosnia-Herzegovina	65,00	135,00	LU	Luxembourg	92,00	145,00
BE	Belgium	92,00	140,00	LV	Latvia	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.



EUROPEAN COMMISSION
DG Employment, Social Affairs and Inclusion

[directorate]
[unit]

Brussels,
EMPL/..... – D(2011) –

(date of notification)

[Name and address of Contractor]

Request for Services

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

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

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

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

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

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

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

Annex:

- Proposed *Draft Tender Specifications and Monitoring*.



Service Order Form

Brussels, (date of issue)

Following a Service Framework Contract

EUROPEAN COMMISSION

DG Employment, Social Affairs and
Inclusion

Requesting Department

.....
.....

Reference Nos to be quoted in all
correspondence

Order form No:

Accounting No:

VC/...../.....

SI2.

Order form title:

This order is governed by the provisions of Framework Contract No of, between the Contractor and DG, in force from to

Acceptance of this order implies that the contractor waives all other terms of business or of execution of the tasks.

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

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

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

Contingencies (cannot be used without the prior and express approval by the Commission, by the way of a written note allowing for reallocation(s) of part or total of this provision to one or several items above)					0,00
Calculation base	0,00				
Contingencies: approx. % of calculation base		0	%	0,00	
Sub-total "Reimbursable Expenses" (Art. I.3.4)					0,00

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

Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the Commission is exempt from all taxes and dues, including value added tax, on payments due in respect of this Order form. For Contractors established in Belgium, the provisions of the Contract constitute request for VAT exemption No 450, provided that the Contractor indicates in his invoice(s) as follows: "Exonération de la TVA, Article 42, § 3.3, du code de la TVA", or equivalent indication in Dutch or German language. If the Contractor has a fiscal imposition place in a Member State of the European Union other than Belgium, see attached Form 15.10.	Duration: The duration of the tasks shall not exceed
	Execution of the tasks: Execution of the tasks shall start from
	Signature For the Commission, DG Employment, Social Affairs and Inclusion <div style="text-align: right;">(signature)</div>
	Done at Brussels, (date) In duplicate, in English
	Annexes: — Annex I: Tender Specifications and Monitoring — Annex II: Contractor's Tender (Registre CAD Ref. No. of) signed by the Contractor — For Contractor with fiscal imposition place in a Member State of the European Union other than Belgium: form 15.10 – VAT and excise duty exemption certificate

ANNEX IV CVs and classification of experts

1. Classification of experts according to level of expertise

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

2. List of experts assigned

<i>Full names of experts assigned</i>	<i>Level of Qualification (I to iv, see above)</i>
Project leader (responsible for the management and co-ordination of the services requested by the Commission)	
..... (Contract signatory)	
Other experts	
1.	
2.	
3.	
4.	
5.	

3. CVs of experts assigned

See Annex II.