



**EUROPEAN COMMISSION**  
DG Employment, Social Affairs and Inclusion

Analysis, Evaluation, External Relations  
**Impact Assessment, Evaluation**

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## Framework Service Contract

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*Contract title* **Provision of evaluation and evaluation related services including support for Impact Assessment activities**

*Contract ref. no.* **VC/2012/0507**  
The above title and reference no. **must** be quoted in **all** correspondence with the Commission.

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

### Other administrative information

*Department* **DG EMPL.A.3**

*Pre-information notice* O.J. publication ref. no: —  
*Call for tenders* DG EMPL ref. no: VT/2012/024 of .....  
*Contract notice* O.J. publication ref. no: .....  
*EPIC (CIAME)* ref. no: ...../.....  
*Service category* no: A11

*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 Antonella SCHULTE-  
BRAUCKS, Head of Unit - EMPL.A.3, 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/2012/024 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.

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## I. **Special conditions**

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

**I.1.1.** The subject of the Contract is: **Provision of evaluation and evaluation related services including support for Impact Assessment activities.**

**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.

The maximum total amount of the Contract may not exceed EUR 16 000 000.00 for the totality of Orders.

**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.

### **I.3.4. Travel, subsistence and shipment expenses**

Not applicable.

## **Article I.4 Implementation of the Contract**

**I.4.1.** Unless specified otherwise<sup>1</sup> in each request for services, within 10 working days of the date of notification, the Contractor shall send the latter a duly substantiated estimate of the resources to be allocated for this purpose.

**I.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.

### **I.5.1. Pre-financing**

Not applicable.

### **I.5.2. Interim payment**

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

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

provided the report has been approved by the Commission.

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

Within 30 days of the date on which the report is approved by the Commission, an interim payment shall be made. The total of interim payments may not exceed 50% of the total amount referred to in the relevant Order.

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<sup>1</sup> Depending on the nature, the complexity and/or the amount, the delay may be modified in each request for services and may vary between 5 and 20 working days from the date of notification.

### **I.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.

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 <sup>2</sup>, identified <sup>3</sup> as follows:

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

## **Article I.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.A.3  
B-1049 Brussels (Belgium)

### **Contractor**

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

<sup>2</sup> Or local currency where the receiving country does not allow transactions in EUR.

<sup>3</sup> By a document issued or certified by the bank.

## 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 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**

Provisions amending conditions laid out in Article I.2.4.

The Contract shall continue to apply to such Orders after its expiry, but no later than 12 months.

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## **II. General conditions**

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### **Article II.1 Performance of the Contract**

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

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

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

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

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

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

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

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

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

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

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

## Article II.2 **Liability**

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

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

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

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

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

## Article II.3 **Conflict of Interests**

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

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

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

**II.3.3.** The Contractor declares:

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

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

## Article II.4 **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 days<sup>4</sup> 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.

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<sup>4</sup> 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%<sup>5</sup> 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.

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<sup>5</sup> 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,  
Antonella SCHULTE-BRAUCKS  
Head of Unit - EMPL.A.3  
DG Employment, Social Affairs and Inclusion

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

In duplicate in English.



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## Tender Specifications and Monitoring

ANNEX I Tender No. VT/2012/024 of .....

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**Specifications-Invitation to tender N° VT/2012/024**

**Call for Tender for Multiple Framework Contracts for the provision of services related to evaluation and studies, including support for impact assessment activities**

### 1. PART I – THE CONTRACT

#### 1. TITLE OF THE CONTRACT

Provision of services related to evaluation and studies, including support for impact assessment activities

Contract reference VC/2012/.....

#### 2. CONTEXT TO THE CONTRACT

DG Employment, Social Affairs and Inclusion pursues policy, legislative and financial initiatives in order to create more and better jobs, combat poverty and social exclusion, promote social justice and protection, enable the free movement of workers, ensure labour mobility, promote workers' rights and solidarity between generations and contribute to the better functioning of labour markets, achievement of full employment, social progress and a highly competitive social market economy in the European Union within the context of the Europe 2020 Strategy. DG Employment, Social Affairs and Inclusion systematically carries out evaluations, impact assessments and research in order to feed into its policy development and collect the necessary evidence to this end.

The role of evaluation and impact assessment is to support policy development and implementation and the continuous improvement of decision-making on priorities and resource allocation. Together impact assessments and evaluation provide essential input in the policy cycle by assessing on-going/previous achievements and the effects that future action will generate. Both instruments are key

elements of the Commission commitment to evidence –based policy making and smart regulation as set out in the Communication on Smart Regulation<sup>6</sup>.

The Financial Regulation<sup>7</sup> and the 2007 Communication on Evaluation<sup>8</sup> provide the basis for the evaluation in the Commission. Article 27 of the [Financial Regulation](#) requires all programmes and activities involving significant spending to be evaluated both ex ante and ex post. The [Communication on evaluation](#) requires all Commission activities addressed to external parties (e.g. spending programmes and legislation) to be periodically evaluated. In addition, the Commission has committed to base any new policy proposals on an evaluation of existing instruments.<sup>9</sup>

Studies are commissioned virtually in all fields falling within DG EMPL competence and serve an array of purposes, i.a.: collecting evidence to support impact assessments, following up developments in a given field, explore methodologies and models, collect good practices, etc.. Thereby they contribute to the provision of evidence to steer policymaking.

### 3. OBJECTIVE OF THE CONTRACT

The purpose of the multiple framework contracts is to provide quick access to high quality services related to evaluation and studies, including support for impact assessments

- primarily to DG EMPL in the field of its activities (see section 4 for more detailed description)
- to other Commission services and agencies when they assess the employment and social impacts of their policies

### 4. SCOPE OF THE CONTRACT AND DIVISION INTO LOTS

This call for tender comprises two lots:

**Lot 1** Evaluation and evaluative studies

**Lot 2** Analysis and research work including studies for Impact Assessment

Each lot will result in a maximum of five separate contracts. The total maximum budget per year is 3 million € for Lot 1 and 5 million € for Lot 2.

#### 4.1. THEMATIC COVERAGE

Please note that the following list of themes is not exhaustive. The requests for services will include different, additional or more specific questions, also related to the evolving policy agenda. The bidders should consult DG EMPL webpage [What we do - Employment, Social Affairs & Inclusion - European Commission](#)<sup>10</sup> for a more comprehensive and detailed overview of DG EMPL activities.

- European Social Fund, Progress/European Union Programme for Social Change and Innovation, European Globalisation Fund, EURES, Microfinance Facility, IPA;
- Europe 2020, European Employment Strategy, open method of coordination on social protection and social inclusion, European Social Dialogue;

<sup>6</sup> "Smart Regulation in the European Union", SEC (2010) 543, 8.10.2010

<sup>7</sup> [http://ec.europa.eu/dgs/secretariat\\_general/evaluation/docs/syn\\_pub\\_rf\\_modex\\_en.pdf](http://ec.europa.eu/dgs/secretariat_general/evaluation/docs/syn_pub_rf_modex_en.pdf)

<sup>8</sup> "Responding to Strategic Needs: Reinforcing the use of evaluation", SEC (2007) 213, 21.02.2007

<sup>9</sup> President Barroso's Political Guidelines (2009); Working Methods of the European Commission 2010-2014 – C(2010)1100

<sup>10</sup> <http://ec.europa.eu/social/main.jsp?langId=en&catId=1>

- labour law, working conditions and information and consultation of workers;
- Policies and legislation concerning health and safety at work;
- Policies and legislation concerning free movement of workers and coordination of social security schemes;
- as well as cross cutting issues such as gender equality and non-discrimination

Programmes, policies and legislation of other Commission services are in the scope of the Framework Contract as far as their employment and social impacts are concerned.

## 4.2. TASKS

The assignments covered by lot 1 will consist of assisting the European Commission with developing evaluation strategies and methodologies, designing and carrying out evaluations (ex-ante, on-going and ex-post) and other evaluation related services.

The assignments covered by lot 2 will consist of conducting different types of analysis and research work and including studies for impact assessments.

Work concerning communication, audits and controls are excluded from the scope of the framework contract. Activities related to the provision of methodological tools/databases are covered.

All assignments must be conducted in a systematic manner to provide a rigorous evidence base to inform decision making and must take into account the latest developments in the scientific knowledge in the field. This concerns also the adaptation of qualitative and quantitative tools and methods which are under development in the scientific community (relevant fields are e.g. economics, socio-economics, sociology, anthropology, political sciences, comparative laws).

The tasks will include desk research (provision of literature and documents reviews, synthesis and overviews as well as meta-evaluations, etc.), field work (planning and carrying out surveys, interviews, case studies, workshops and focus groups, etc.), data analysis (multi-criteria analysis, statistical/econometric modelling, cost-benefit analysis, etc.) and quality assurance. In addition to the analysis as documented in written reports these tasks may involve the presentation and dissemination of results or training activities on issues analysed. Other related tasks may be decided by the Commission in the course of the framework contract.

Exemplary tasks for Lot 1:

Evaluation of policies, programmes and legislations at EU and MS level, establishing causal links or intervention logics, collection of data from the beneficiaries, counterfactual analysis, analysis of governance and delivery systems, analysis of transposition, compliance and effectiveness of EU Directives

Exemplary tasks for Lot 2:

Socio-economic studies, data analysis, application of statistical and econometric methods, reviews of existing researches, application of interview techniques and survey analysis, analysis of specific issues, as well as studies to analyse potential impact, policy assessment, formulation and costing of options, formulating questions for stakeholder consultations and analysing/synthesising results of such consultations, calculation of administrative burden, costs and benefits analysis, use of labour market model.

In order to promote high quality of deliverables and the involvement of academic experts the Commission reserves the right to insert into specific requests for services and service orders an invitation for the selected contractor to produce one or more publishable academic papers in relation to the tasks conducted under the assignment and subject to the Commission approval.

## 5. DURATION AND PLACE OF PERFORMANCE OF THE FRAMEWORK CONTRACTS

The duration of each Framework Contract will be two years from the date of signature. The Contract may be renewed once with the express written agreement of the parties under the same conditions for a further period of two years. The impact assessment and evaluation unit of DG EMPL expressly reserves the right not to renew the contract. The total maximum duration of the Contract is 4 years. The signature of the contract is planned for April 2013.

As a general rule, the services requested from the contractors under this procedure will, by their nature, be carried out mainly on the contractor's premises and on the Commission's premises in Brussels and Luxembourg. Depending on the service request, visits and interviews may take place in the premises of the institutions of the Member States, of social partners and other relevant stakeholders, or of EU agencies. They may also take place in third countries, for example in the framework of IPA programmes.

## 6. IMPLEMENTATION OF THE CONTRACT

### 6.1. NATURE OF THE CONTRACT

This contract is based on the system of **multiple Framework Contractors in competition**. One Framework Contract will be concluded with each contractor, up to a maximum of five contractors per lot, setting out the general contractual terms (legal, financial, technical, administrative, etc.) that apply during their period of validity and govern commercial relations between the Commission and the contractors.

The model Framework Contract applicable is provided in the tender documents. Bidders must declare their acceptance of it and must take it into account in drawing up their tender.

Bidders' attention is drawn to the fact that the Framework Contract does not constitute the placement of an order but is merely designed to set the legal, financial, technical and administrative terms governing relations between the contracting parties during the contract term. Orders can only be placed by the Commission using the service order form contained in Annex III to the Framework Contract.

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

### 6.2. ADMINISTRATIVE ARRANGEMENTS FOR THE MANAGEMENT OF THE CONTRACT

The impact assessment and evaluation unit of DG EMPL will be the only contact point as regards the overall management of the Framework Contract. It will draft and handle the indicative work plan for each lot and will decide on the renewal of the contracts. It will also provide assistance to the units of DG EMPL and other DGs and services of the Commission.

The contractor will designate a project leader for the framework contract. The project leader must provide the Commission with answers and solutions, both as regards the subject of the orders and organisational or administrative matters (including problems related to invoicing and payment), and implement them subject to the Commission's agreement.

The contractor will provide the Commission with an email address dedicated to the reception of requests for services and other relevant operational information and will ensure the continuity of service of this contact point.

### **6.2.1. ACTIVITY REPORTS**

The following reports must be produced on all the work carried out in performance of the Framework Contract by the contractor, who shall supply the Commission with one copy by electronic mail.

#### *Interim activity reports*

Every six months each contractor must submit an interim activity report.

This report must describe the work performed and the results obtained during the previous six months. In particular, it must contain information on:

- the requests for services applied for;
- reasons for not applying;
- the orders ongoing;
- the orders completed;
- the problems encountered;
- the availability of resources, including a description of the human resources, for the next six-month period.

The reports must be sent to the Commission within 30 days of the end of the reference period.

#### *Final activity report*

One month before the end of the overall duration of each Framework Contract at the latest, each contractor must also submit a final activity report containing, in consolidated form, all the elements that have to appear in each interim activity report.

The cost of producing the above reports must be borne exclusively by the contractor. The Commission will not participate in any way in the expenditure incurred, whether it relates to the drafting, production or distribution — this list not being exhaustive — of the reports required.

### **6.2.2. PROGRESS MEETINGS**

The impact assessment and evaluation unit of DG EMPL may convene meetings between the project leaders of the framework contracts and the Commission services to discuss the quality of the services provided under these contracts. The number of meetings should not exceed 2 per year. They should be held in the Commission's premises in Brussels

These meetings would provide an opportunity to ensure that the following contractual commitments are being met:

- compliance with the Commission quality standards;
- quality of the services provided;
- quality and timing of the deliverables;
- speed and quality of response to the requests for service;
- compliance with deadlines;
- quality of contract administration;
- adequate coordination.

The cost of participation in these meetings must be borne exclusively by the contractor. The Commission will not participate in any way in the expenditure incurred (transport, accommodation, etc.).

## 7. PROFILE OF THE CONTRACTORS

The contractors will dispose of different pools of experts. The tenderers are asked not to present the CVs of the experts (except those required to fulfil the selection criteria in point 11.3.2) in the bid for the Framework Contract.

- **Core team experts** will ensure coordination and management of the service order as well as the relevant experience in evaluation (for Lot 1) and analysis and research work (for Lot 2). The core team should represent a good mix of experience in labour market and social policies analysis and economic and legal analysis of EU employment and social legislation. The core team will consist of maximum 8 experts who will be at least of category II and will be proficient in English. It is expected that there will be a certain level of stability in the composition of this team and that the involvement of these experts in assignments under the framework contract will be guaranteed.
- **Thematic experts** will be involved in the service orders on the basis of their specific expertise relevant for the service order. They will be experts category I - III working for academia or research institutes or being highly experienced practitioners. They will be involved at least in the inception phase and quality control of deliverables of the service orders.
- **Member State experts'** pool will consist of experts having wide and extensive knowledge of the implementation of the DG EMPL policies programmes and or laws in a particular MS. They will be experts category I-II. The coverage of the whole EU must be guaranteed.
- **Other experts** (of categories I-IV) might support the ad-hoc teams in their work on the assignments.

The categories of experts are defined in Annex IV to the draft contract.

For **core and other experts** "professional field concerned" is to be interpreted as evaluation of employment and social policies, programmes or legislation (lot 1) and as analysis and impact assessment of employment and social policies, programmes or legislation (lot 2) of DG EMPL.

For **thematic experts** "professional field concerned" is to be interpreted as the field relevant for the specific request for services.

For **MS experts** professional field concerned is to be interpreted as employment and social policies, programmes or legislation in the MS of their expertise.

## 8. PRICE SCHEDULE

The tenderer has to fill in the Price Schedule (Table of Unit Prices below). It will constitute the future contractual basis for the pricing for the service orders and will be used for identifying the most economically advantageous tender for the requests for services. The financial offers for the service orders will use only the categories of cost presented in the Price Schedule and the unit costs will not go above the maxima set in the table.

In this regard, the Price Schedule is an integral part of the Annex II (Contractor's Tender) of the Framework Contract. It must be completed in full and signed by a person able to engage the bidder financially.

### Part A.1 Fees for members of personnel

Bidders must provide the fees for each professional category as defined in Annex IV to the draft contract. These personnel fees are maximum unit prices and must include all costs (project management, quality control, training of the contractor's staff, support resources such as printing of reports etc.) and all expenditure (management of the firm, secretariat, social security, salaries, communication etc.)

incurred directly and indirectly by the contractor in performance of the tasks which may be entrusted to him. In particular, the personnel fees must also include the travel and subsistence costs for services provided on the contractor's premises and in the Commission's offices in Brussels and Luxembourg (typically steering groups meetings).

A "w.d." is considered to be 1 working day for 1 member of Contractor's personnel. For a given w.d., the hours worked beyond normal daily work time shall not be payable. Normal work time is understood as respecting the law and regulations in force in the country where the evaluation services are to be performed.

## Part A.2 - Mission Expense and other costs

Mission expenses are the costs of return travel for one member of staff from the contractor's location to the field work place required in the corresponding request for service. This excludes travel and subsistence costs for services provided in the contractor's premises and in the Commission's offices in Brussels and Luxembourg. The costs of travel to countries outside the EU shall be determined by the contractor in its proposal for each request for service. Journeys should be carried out by the most direct and economic route. The fee for the time of the member of personnel at such missions will be determined in accordance with Part A.1.

Daily Subsistence Allowance covers all the subsistence costs (hotel/meals/local transport/etc.) for one member of personnel on mission for one day of field work. The rates for daily subsistence allowances in countries listed in Annex III of the draft framework contract are fixed for the Commission and cannot be exceeded. Rates for daily subsistence allowances for countries not listed in Annex III of the draft framework contract shall be determined by the contractor in its proposal for each request for service.

The bidders should provide a lump-sum fee for staging a seminar for 50 participants in Brussels (e.g. for disseminating the results of an evaluation). This fee should include all costs, such as the rental of a conference room, interpretation in the three working languages of the Commission (FR, EN, DE), lunch, coffee breaks, printing of material, rental of equipment, etc. The lump-sum is a maximum price corresponding to 50 participants and can be adapted as a function of the requested number of participants and services requested.

The bidder should provide a lump-sum fee for the translation of 10-pages documents (for example an evaluation report summary from EN into DE). The lump-sum is a maximum price corresponding to 10 pages and can be adapted as a function of the number of pages foreseen for translation.

Reimbursable expenses are not applicable.

Prices for service orders will be presented as a lump-sum on the basis of the expert fees and travel, subsistence, seminar, and/or translation costs established according to the Price Schedule. No separate expenses will be accepted.

Tenderers must leave the presentation of this Price Schedule unchanged. If the table is reproduced using word-processing facilities, one must ensure that all the fields from the original schedule are included in this reproduction. Omissions or changes to the original table may lead to elimination.

Price Schedule (Table of Prices) to be filled:

Maximum Unit Prices to be used under the Framework Contract			
A.	Costs	Unit price in EUR (€)	Type of unit
A.1	<i>Fees for members of personnel (to be specified for each category)</i>		
	<b>Category I</b>	.....	<b>w.d.</b>
	<b>Category II</b>	.....	<b>w.d.</b>
	<b>Category III</b>	.....	<b>w.d.</b>
	<b>Category IV</b>	.....	<b>w.d.</b>

A.2 Missions and other costs

A.2.1 Missions - cost of return travel for one member of contractor's staff from contractor's location to the field work place

		<b>Per trip</b>
-Austria	.....	Per trip
-Belgium	.....	Per trip
-Bulgaria	.....	Per trip
-Croatia	.....	Per trip
-Cyprus	.....	Per trip
-Czech Republic	.....	Per trip
-Denmark	.....	Per trip
-Estonia	.....	Per trip
-Finland	.....	Per trip
-France	.....	Per trip
-Germany	.....	Per trip
-Greece	.....	Per trip
-Hungary	.....	Per trip
-Ireland	.....	Per trip
-Italy	.....	Per trip
-Latvia	.....	Per trip
-Lithuania	.....	Per trip
-Luxemburg	.....	Per trip
-Malta	.....	Per trip
-Poland	.....	Per trip
-Portugal	.....	Per trip
-Slovakia	.....	Per trip
-Slovenia	.....	Per trip
-Romania	.....	Per trip
-Spain	.....	Per trip
-Sweden	.....	Per trip
-The Netherlands	.....	Per trip
-United Kingdom	.....	Per trip

A.2.2 Daily subsistence allowance (as in annex III of draft framework contract)

		<b>Per day</b>
-Austria	.....	Per day
-Belgium	.....	Per day
-Bulgaria	.....	Per day
-Croatia	.....	Per day
-Cyprus	.....	Per day
-Czech Republic	.....	Per day
-Denmark	.....	Per day
-Estonia	.....	Per day
-Finland	.....	Per day

-France	.....	Per day
-Germany	.....	Per day
-Greece	.....	Per day
-Hungary	.....	Per day
-Ireland	.....	Per day
-Italy	.....	Per day
-Latvia	.....	Per day
-Lithuania	.....	Per day
-Luxemburg	.....	Per day
-Malta	.....	Per day
-Poland	.....	Per day
-Portugal	.....	Per day
-Romania	.....	Per day
-Slovakia	.....	Per day
-Slovenia	.....	Per day
-Spain	.....	Per day
-Sweden	.....	Per day
-The Netherlands	.....	Per day
-United Kingdom	.....	Per day
<b>A.2.3 Seminar costs</b>		
Lump sum	.....	1day, 50 participants
<b>A.2.4 Translation costs</b>		
Lump sum	.....	10 pages

## 9. SERVICE ORDERS

### 9.1. PROCEDURE FOR AWARDING SERVICE ORDERS AND REQUIREMENTS CONCERNING THE OFFERS FOR REQUESTS FOR SERVICES

When the Commission (or an EU agency) wishes to procure services under the Multiple Framework Contracts, it will send all the contractors under the Lot concerned a request for services. The request will set out the terms of reference for the task, including the estimated maximum price covering all expenses and the performance deadlines. The request will also include an identity number provided by the impact assessment and evaluation unit of DG EMPL. This request will be sent to the email address of the contract point designated by the contractor. The contractors shall confirm the receipt of the mail.

Within 5 working days, the contractors shall express in writing by e-mail their availability to carry out the services required.

Within the time limit specified in the request for services the contractors will provide the Commission with a written proposal by post for the tasks required, including an outline of the methodologies proposed, a work programme, CVs of the experts and a lump-sum price for the service order. The deadline for submission of the offers will be at minimum 10 working days after the date of sending the request for services.

The Commission services concerned will examine the proposals received. The CVs of the experts will be examined by the contracting service in view of their conformity with the provisions of the Framework Contract (see points 7 and 9.2). The bids will be assessed on the basis of the award criteria formulated in point 9.3. The financial offers will be checked by the contracting services against their conformity with the Price Schedule (see point 8). The service order will be awarded to the proposal that scores highest on the formula defined in point 9.3.

With the exception of the receipt of offers and the signature of the service order, documents shall be exchanged by electronic mail.

In order to avoid possible conflicts of interests between experts/institutions having participated in the design/implementation of policies/programmes/legislation and experts/institutions called to evaluate them, each service order will entail a specific clause aiming at preventing such conflicts of interests.

The Commission may use a negotiated procedure for new services or works consisting in the repetition of similar services or works entrusted to the contractor awarded the initial service order up to maximum 50% of the initial amount, provided that these services or works conform to a basic project, and to the conditions of article 126.1.f of the implementing rules of the financial regulation. This may e.g. be required for recalculating new scenarios in the framework of impact assessment studies.

## **9.2. AD-HOC TEAMS AND SUB-CONTRACTING**

The teams proposed in the bids for the requests for services will consist of at least two member of the core team, one of them as the project manager, at least one thematic expert with academic/research background or practical experience in the field concerned by the request for services and MS experts as relevant. The CVs of experts will be submitted using the template in Annex 1 to this ToR. The contracting services will verify if the experts' categories proposed in the bid comply with the requirements set in Annex IV to the draft Contract.

Any change of expert involved in the service order will be notified to the Commission by the contractor and agreed with the contracting service.

If a contractor wants to subcontract part of the work under a specific service order because of:

- a need for highly specialised methodologies or very restricted field of expertise,
- special linguistic needs, organisation of special events related to the lots

this intention must be clearly stated in the tender. Tenderers must indicate the maximum percentage of the service order they intend to subcontract and the identity of the partners they intend to work with, and clearly state the nature of their links to those partners. The subcontracting should not exceed 50% of the price of the service order and must not involve the tasks of the project leader.

## **9.3. AWARD CRITERIA FOR THE SERVICE ORDERS**

The bids for the individual service orders will be assessed on the basis of the following criteria. Contracting services are free to formulate more detailed subcriteria but the distribution of point among the main criteria must remain unchanged.

### **Quality criteria**

QC.1, max 35 points: Understanding of the services and general approach to the work to be performed

QC.2, max 45 points: Proposed methodology and tools

QC.3, max 20 points: Approach proposed for the management of the work

Tenders which do not obtain at least 50% of the maximum score for each award criterion and at least 60% of the overall score for all criteria, will not be admitted to the next stage of the evaluation procedure.

## Financial criteria

Each offer will be assessed in terms of the total price for the proposal on the basis of the specific unit prices set in the Framework Contract, broken down by categories of experts and travel and mission expenses.

## Service order award

The service order will be awarded to the bid which scores highest on the following formula:

$$\text{Final score}_{(i)} = 0,6 * Q_{(i)}/100 + 0,4 * P_{(0)}/P_{(i)}$$

Where:

$Q_{(i)}$  – points received by the bid i on the quality criteria

$P_{(0)}$  – the lowest price among the bids that made it to this stage

$P_{(i)}$  – the price of the bid i

## 9.4. IMPLEMENTATION OF THE SERVICE ORDERS

When preparing their tenders, bidders' attention is particularly drawn to the provisions of the Framework Contract applicable to service orders, particularly those on prices (Article I.3), payments (Article I.5), conflict of interests (Article II.3) and confidentiality (Article II.9).

Performance of the service orders will not involve any pre-financing.

In particular, the contractor must perform his work to the highest professional standards. If the contractor fails to do so, the Commission may terminate the contract, in accordance with Article II.15.1 of the Framework Contract.

When relevant and in accordance with the Commission's evaluation standards, the final output of each service order (evaluation reports, assistance tasks, methodological support, etc.) will be subject to a written quality assessment according to a grid in Annex II of these Terms of References.

The Contractor will have sole responsibility for complying with all legal obligations incumbent on him, notably those arising from employment law, tax law and social legislation.

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

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

Rights concerning the reports and those relating to their reproduction and publication will remain the property of the European Commission. No document based in part or in whole upon the work performed under the framework contract may be published, except with the prior formal written approval of the European Commission.

## 2. ANNEXES TO THE PRESENT TERMS OF REFERENCE

ANNEX 1 MODEL CV FOR THE PRESENTATION OF EXPERTS

ANNEX 2 QUALITY ASSESSMENT CHECKLIST

ANNEX 3 EXCLUSION CRITERIA – SUPPORTING DOCUMENTS REQUIRED

ANNEX 4 DECLARATION OF HONOUR, WITH RESPECT TO THE EXCLUSION CRITERIA AND  
ABSENCE OF CONFLICT OF INTEREST

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**ANNEX 1 TO THE TERMS OF REFERENCE**

**MODEL CV FOR THE PRESENTATION OF EXPERTS**

<b>Personal information</b>																					
Surname(s) / First name(s)	<b>Surname(s) First name(s)</b>																				
Nationality	(remove if not relevant)																				
Date of birth	(remove if not relevant)																				
Gender	(remove if not relevant)																				
<b>Relevant professional experience</b>	Add separate entries for each relevant professional experience (specify dates, number of months spent in the project of professional activity, description of tasks and employer/commissioner, starting by the most recent)																				
<b>Education and training</b>																					
Dates	Add separate entries for each relevant training you have completed, starting from the most recent. (remove if not relevant)																				
Title of qualification awarded																					
Principal subjects/occupational skills covered																					
Name and type of organisation providing education and training																					
<b>Personal skills and competences</b>																					
Mother tongue	<b>Specify mother tongue</b> (if relevant add other mother tongue(s))																				
Other language(s)																					
Self-assessment	<table border="1"> <thead> <tr> <th colspan="2">Understanding</th> <th colspan="2">Speaking</th> <th>Writing</th> </tr> <tr> <th>Listening</th> <th>Reading</th> <th>Spoken interaction</th> <th>Spoken production</th> <th></th> </tr> </thead> <tbody> <tr> <td>Language</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Language</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Understanding		Speaking		Writing	Listening	Reading	Spoken interaction	Spoken production		Language					Language				
Understanding		Speaking		Writing																	
Listening	Reading	Spoken interaction	Spoken production																		
Language																					
Language																					
Other relevant skills and competences	Replace this text by a description of these competences and indicate where they were acquired. (Remove if not relevant)																				
<b>Additional information</b>	Include here any other information that may be relevant. (Remove heading if not relevant)																				

## ANNEX 2 TO THE TERMS OF REFERENCE

### QUALITY ASSESSMENT CHECKLIST

	Poor	Satisfactory	Good	Very good	Excellent
<b>1) Relevance</b> Does the evaluation respond to information needs, in particular as expressed in the terms of references?					
<b>2) Appropriate design</b> Is the design of the evaluation adequate for obtaining the results needed to answer the evaluation questions?					
<b>3) Reliable data</b> Are data collected adequate for their intended use and have their reliability been ascertained?					
<b>4) Sound analysis</b> Are data systematically analysed to answer evaluation questions and cover other information needs in a valid manner?					
<b>5) Credible findings</b> Do findings follow logically from and are justified by, the data/information analysis and interpretations based on pre-established criteria and rational?					
<b>6) Valid conclusions</b> Are conclusions non-biased and fully based on findings?					
<b>7) Helpful recommendations</b> Are areas needing improvements identified in coherence with the conclusions? Are the suggested options realistic and impartial?					
<b>8) Clarity</b> Is the report well structured, balanced and written in an understandable manner?					

NB: This checklist is subject to change, as the Commission may adapt its procedures.

### ANNEX 3 - EXCLUSION CRITERIA – Supporting Documents Required

Exclusion criteria (Article 93(1) FR)	Supporting documents to be provided by applicants, tenderers or tenderers to whom the contract will be awarded
	Procurement (Article 93(2) FR; Article 134 IR)
<p><b>1. Exclusion from a procurement procedure, Article 93(1) FR :</b></p> <p>« Candidates or tenderers shall be excluded from participation in a procurement procedure if:</p>	
<p><b>1.1. (subparagraph a)</b></p> <p><i>they are bankrupt or being wound up,</i></p> <p><i>are having their affairs administered by the courts,</i></p> <p><i>have entered into an arrangement with creditors have suspended business activities, are the subject of proceedings concerning those matters,</i></p> <p><i>or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations<sup>11</sup>;</i></p>	<p>Recent extract from the judicial record</p> <p style="text-align: center;"><b>or</b></p> <p>recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance</p> <p style="text-align: center;"><b>or</b></p> <p>Where no such certificate is issued in the country concerned : sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance</p>
<p><b>1.2. (subparagraph b)</b></p> <p><i>they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata<sup>12</sup>;</i></p>	<p>Cf. supporting documents for Article 93(1)(a) FR above</p>
<p><b>1.3. (subparagraph c)</b></p> <p><i>they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;</i></p>	<p>Declaration by the candidate or tenderer that he is not in the situation described</p>
<p><b>1.4. (subparagraph d)</b></p> <p><i>they have 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 they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed<sup>13</sup>;</i></p>	<p>Recent certificate issued by the competent authority of the State concerned confirming that the candidate is not in the situation described</p> <p style="text-align: center;"><b>or</b></p> <p>Where no such certificate is issued in the country concerned : sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance</p>
<p><b>1.5. (subparagraph e)</b></p> <p><i>they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union' financial interests<sup>14</sup>;</i></p>	<p>Cf. supporting documents for Article 93(1)(a) FR above</p>

<sup>11</sup> See also Article 134(4) IR : Depending on the national legislation of the country in which the candidate or tenderer is established, the documents referred to in paragraphs 1 and 3 shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer .

<sup>12</sup> Cf. footnote n° 16.

<sup>13</sup> Cf. footnote n°16.

<sup>14</sup> Cf. footnote n° 16.

<p><b>1.6. (subparagraph f)</b>  <i>they are currently subject to an administrative penalty referred to in Article 96(1)<sup>15</sup>. »</i></p>	<p>Declaration by the candidate or tenderer that he is not in the situation described</p>
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<p><b>Exclusion criteria (Article 94 FR)</b></p>	<p><b>Supporting documents to be provided by applicants, tenderers or tenderers to who the contract will be awarded</b></p>	
<p><b>2. Exclusion from a procurement or grant award procedure Article 94 FR :</b> « <i>Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:</i></p>		
<p><b>2.1. (subparagraph a)</b>   <i>are subject to a conflict of interest;</i></p>	<p>Statement by the applicant, tenderer or bidder confirming the absence of conflict of interests, to be submitted with the application, bid or proposal</p>	
<p><b>2.2. (subparagraph b)</b>   <i>are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information»<sup>16</sup>.</i></p>	<p>No specific supporting documents to be supplied by the applicant, tenderer or bidder   It is the responsibility of the authorising officer, represented by the evaluation committee, to check that the information submitted is complete<sup>17</sup> and to identify any misrepresentation</p>	

<sup>15</sup> Article 96(1) FR: The contracting authority may impose administrative or financial penalties on the following:

(a) candidates or tenderers in the cases referred to in point (b) of Article 94;

(b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

<sup>16</sup> Cf. Article 146(3) of the FR Implementing Rules: « ...the evaluation committee or the contracting authority may ask candidates or tenderers to supply additional material or to clarify the supporting documents submitted in connection with the exclusion and selection criteria, within the time limit it specifies. » and Article 178(2) of the FR Implementing Rules: « The evaluation committee or, where appropriate, the authorising officer responsible may ask an applicant to provide additional information or to clarify the supporting documents submitted in connection with the application, in particular in the case of obvious clerical errors »

<sup>17</sup> Cf. footnote n°16

## ANNEX 4

### Declaration of honour, with respect to the Exclusion Criteria and absence of conflict of interest

The undersigned [*name of the signatory of this form, to be completed*]:

- in his/her own name (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator<sup>18</sup>*)

or

- representing (*if the economic operator is a legal person*)

official name in full (*only for legal person*):

official legal form (*only for legal person*):

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents / he/she:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;
- e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

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<sup>18</sup> To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract;
- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete;
- l) that in case of award of contract, they shall provide upon request the evidence that they are not in any of the situations described in points a, b, d, e above.

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.]

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name      Date      Signature

---

## Contractor's Tender

ANNEX II

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

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See attached document(s) – [...] page(s).

Draft  
Draft

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## ANNEX III **Model Forms**

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### **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)<sup>19</sup> in the required format(s), but does not include the reimbursable expenses defined below.

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

#### **2.2. Reimbursements**

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

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

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

##### **2.2.1. DSAs (Daily Subsistence Allowances)**

The daily subsistence allowance (DSA) is paid as a flat-rate amount and is considered to cover breakfast and two main meals, local travel, the cost of telecommunications, 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;

---

<sup>19</sup> 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 (under UNSCR 1244)	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, (date of notification)  
 EMPL/..... – D(2012) – .....

[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.

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

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 tender in accordance with the provisions of the Contract, within [...] working days of the date of notification of this service request.

Please ensure that your tender 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 €
<b>FEES AND DIRECT COSTS</b>					
<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)					0,00
Details	0,00	0	unit	0,00	
<b>Sub-total "Fees and Direct Costs"</b>					<b>0,00</b>

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	
<b>Sub-total "Reimbursable Expenses" (Art. I.3.4)</b>					<b>0,00</b>

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

<p>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.</p> <p>For Contractors established in Belgium, the provisions of the Contract constitute request for VAT exemption No 450, provided that the Contractor indicates in his invoice(s) as follows: "Exonération de la TVA, Article 42, § 3.3, du code de la TVA", or equivalent indication in Dutch or German language.</p> <p>If the Contractor has a place of fiscal imposition in a Member State of the European Union other than Belgium, a VAT/excise duty exemption certificate may be necessary.</p>	<p><b>Duration:</b> The duration of the tasks shall not exceed .....</p>
	<p><b>Execution of the tasks:</b> Execution of the tasks shall start from .....</p>
	<p><b>Signature</b> For the Commission, ..... DG Employment, Social Affairs and Inclusion</p>
	<p>Done at Brussels, ..... (signature) ..... (date)</p>
	<p>In duplicate, in English</p> <p><b>Annexes:</b></p> <ul style="list-style-type: none"> <li>- Annex I: Tender Specifications and Monitoring</li> <li>- Annex II: Contractor's Tender (Registre CAD Ref. No. .... of ..... ) signed by the Contractor</li> </ul>



