
Specifications –Tender No VT/2006/021

Study on Child Labour and Protection of Young Workers in the European Union

1. Title of the contract

Tender VT/2006/021: Study on child labour and protection of young workers in the European Union.
Contract VC/2006/0461: Study on child labour and protection of young workers in the European Union

2. Background

The European Union and the Member States seek to actively promote the integration and participation of young people in the labour market while at the same time respecting the basic standards ensuring the protection of young people at work. Under Community law workers under the age of 18 are covered by the Directive 94/33/EC on the protection of young people at work ("the Directive"). The Directive requires the Member States to prohibit work by children, to ensure that employers guarantee that young people have working conditions which suit their age, to ensure that work by adolescents is regulated and protected and to ensure that young people are protected against economic exploitation and against any work likely to harm their safety, health and development or to jeopardize their education. The concrete obligations for the Member States are set out in Sections I-IV of the Directive.

In 2001, the Commission services published a report covering the legal measures for transposition of the Directive in EU-15. In the same year, these Member States submitted national reports on the practical application of the provisions of the Directive, indicating the viewpoints of the two sides of industry. In 2004, the Commission adopted a Report to the European Parliament, the Council, the European Economic and Social Committee and the Committee of Regions on the application of the Directive (COM(2004) 105 final). In 2006, national reports on the practical application are due to be submitted by all the current Member States. Work is also currently being carried out in order to assess the legal transposition of the Directive in EU-10.

The Commission has not detected any particular problems with the Directive as such. Nevertheless, the Commission has received indications that there are problems in several Member States as regards the verification of compliance with the national rules transposing the Directive. It has also been confronted with the lack of relevant data and statistics concerning the extent, nature and other characteristics of the work carried out by young people, as well as the extent of and reasons for accidents at work involving young people. It has been suggested that an exchange of best practices might serve as a tool to improve the situation in practice (see for example the 2004 Commission Report).

Therefore, as a complement to the other activities in the field of monitoring the Directive, there is a need for an impartial investigation of the situation in practice relating to child labour and the protection of young people at work in the European Union.

3. Subject of the contract

The aim of the study is to obtain an objective and detailed overview and assessment of the situation in practice relating to child labour and the protection of young people at work in the European Union (EU-25 as well as Bulgaria and Romania) as a complement to the Commission's monitoring of the implementation of the Directive 94/33/EC on the protection of young people at work, as well as a factual basis for an exchange of best practices.

4. Participation

The competition is open to any physical person or legal entity coming within the scope of the Treaties and any other physical person or legal entity from a third country which has concluded with the Communities a specific agreement in the area of public contracts, under the conditions provided for in that agreement.

Where the Multilateral Agreement on Public Contracts concluded within the framework of the WTO applies, the contracts are also open to nationals of States that have ratified this Agreement, under the conditions provided for therein. It should be noted that research and development services, which come under category 8 of Annex II A of the Directive 2004/18/EC, are not covered by this Agreement.

In practice, the participation of applicants from third countries that have concluded a bilateral or multilateral agreement with the Communities in the area of public contracts must be allowed, under the conditions provided for in that agreement. Bids submitted by applicants from third countries that have not concluded such an agreement may be accepted, but may also be rejected.

5. Tasks to be carried out by the contractor

5.1. Description of tasks

The contractor should conduct an analysis of issues related to the situation in practice as regards work carried out by young people as defined in the Directive 94/33/EC (any person under the age of 18 having an employment contract or employment relationship defined or governed by the law in force in a Member State).

The analysis should cover the current Member States as well as Bulgaria and Romania either through an individual approach or through clusters of countries (whenever justified) with a particular emphasis on the Member States, and if relevant their regions, where the problems raised by the work by young people are more prominent.

The study should cover at least the following 5 parts:

1. The contractor should describe in detail and analyse the extent, nature and other characteristics of the work carried out by young people, including children.

This includes an estimation of the number of young people at work and their proportion in comparison with the relevant age groups and the total workforce.

The figures should be broken down in sub-groups which reflect the provisions and distinctions in Sections I to III of the Directive 94/33/EC so that the data cover and distinguish between lawful and unlawful work within the meaning of the Directive, as well as other distinctions as regards the nature and intensity of the work taking into account the provisions of the Directive.

The descriptive part should also cover gender differences, as well as distinctions relating to sectors of activity and the types and length of contracts (including apprentices) in order to give a detailed and comprehensive view of the situation in practice.

As far as possible, the level of education of the young workers should also be taken into consideration (early school-leavers/apprentices/ upper secondary attainment).

2. The contractor should describe and analyse the extent of and the reasons for accidents at work involving young people.

This includes an estimation of the number of accidents at work involving young people at work in proportion to the total number of accidents, specifying the age groups, the sectors and kind of work where accidents are more common as well as an analysis of the figures with explanations.

3. The contractor should describe and assess the measures at national levels relating to the practical application and monitoring of the prohibition of child work and other rules on protection of young people at work.

This includes, but is not necessarily limited to, a description of the actions by labour inspectorates, for example the type and periodicity of national inspections, as well as the role, action and views of the social partners.

The assessment should be carried out from the viewpoint whether the totality of measures amount to an efficient and effective system for the practical monitoring of the standards laid down in the Directive.

4. The contractor should describe and assess any problems found related to the situation in practice or the practical monitoring of the prohibition of work by children and the protection of young people at work and specify the problems in relation to countries or, if relevant, their regions.

This part of the analysis and assessment should set out plausible explanations of the use of lawful and unlawful work by young people, taking into account for example the relationship with school education and differences in attitudes and culture, as well as socio-economic factors.

5. The contractor should, based on the comparative overview, set of meaningful suggestions and conclusions as regards measures to redress the problems (example of best practices).

5.2. Guidance and indications on tasks execution and methodology

The contractor should use comparable statistical tools and should justify that statistical samples used in the study are representative.

All the results should be compared with previous estimates and should be analysed in the context of an identical statistical framework for all Member States.

The contractor should set up a network of national experts, as well as involve the social partners and the relevant national and international bodies and NGOs.

6. Professional qualifications required

The contractor is to appoint a senior researcher/expert as study co-ordinator.

The study-coordinator and the members of the network of national experts should include individuals with an established:

- Expertise in the field of child rights,
- Expertise of the nature and causes of child labour in the countries covered by the study,
- Expertise of European and international legislation, literature and data on both child labour and young workers
- Expertise in the field of labour law,
- Expertise in social dialogue and industrial relations, and
- Expertise as regards empirical surveys.

7. Time schedule and reporting

7.1. Time schedule

Cf. Article I.2 of the model contract.

The duration of the contract is 12 months from the date of signature of the contract.

7.2. Reporting

The contractor is requested to produce:

(i) An *interim technical report* on progress of work, no later than 6 (six) months after the signature of the contract. This report should include a summary of the work carried out and a more detailed work programme for the remaining period;

(ii) A *final technical report* within 12 (twelve) months after the signature of the contract. This report should include the results and conclusions regarding the elements specified in Section 5 above as well as an executive summary.

All reports, plus two copies and a standard electronic form (CD), are to be provided in English. Each paper copy will correspond in full with the electronic version.

8. Payments and model contract

In drawing up the bid, the tenderer should take into account the provisions of the model contract, including the "General conditions" in Section II of the contract.

Pre-financing

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

Interim payment

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

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

provided the report has been approved by the Commission.

The Commission shall have 45 days from the receipt to approve or reject the report, and the contractor shall have 30 days in which to submit additional information or a new report.

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

Payment of the balance

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

- the final technical report in accordance with instructions laid down in the Annex I of the model contract
- the relevant invoices,

provided the report has been approved by the Commission.

The Commission shall have 45 days from the receipt to approve or reject the report, and the contractor shall have 30 days in which to submit additional information or a new report.

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

9. Price

Under the terms of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the latter are exempt from all charges, taxes and duties, including value added tax; such charges may not therefore be included in the calculation of the price quoted. The amount of VAT is to be indicated separately.

Prices shall be in EUR (€), excluding VAT (using the conversion rates published in the C series of the Official Journal of the European Communities on the day when the invitation to tender was issued) and broken down according to the model in Annex III of the model contract.

The maximum total amount for the contract is **€ 130 000**. The total amount should include Part A (professional fees and direct costs) and Part B (reimbursable expenses).

Part A: Professional fees and direct costs

- Fees, expressed in number of person-days multiplied by the unit price per working day for each expert proposed and as invoiced to the Commission. The unit price is expected to cover the experts' fees and administrative expenses, but it should not include the reimbursable expenses defined below.
- Other direct costs (translation).

Part B: Reimbursable expenses

- Travel expenses (other than local transport costs)
- Subsistence expenses of the contractor and his personnel and the experts (covering expenditure incurred by experts on short-term trips outside their normal place of work in connection with the performance of the contract)
- Expenses for the shipment of equipment or unaccompanied luggage directly connected with performance of the tasks specified in Article I.1 of the model contract.
- Contingencies

Total price = Part A + B with an overall ceiling of € 130 000.

10. Composition of a partnership or consortium

If a partnership or consortium is envisaged, its composition should be specified, and the criteria listed under point 12 should be detailed for each individual member of the partnership. In addition, one of the consortium or partnership members must be designated lead contractor and will assume full responsibility towards the Commission as regards both this bid and the future contract, if awarded.

11. Exclusion criteria and supporting documents

Governed by:

* Article 93 of the Financial Regulations

1. Applicants or tenderers shall be excluded if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) they have not fulfilled their 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;
- e) they have 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 Communities' financial interests;
- f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

2. Applicants or tenderers must certify that they are not in any of the situations listed in paragraph 1 above.

* Article 134 of the Implementation Arrangements – Supporting documents

1. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in one of the situations described in points (a), (b) or (e) of Article 93 of the Financial Regulations, production of a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that these requirements are met.
2. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 93 of the Financial Regulations, a recent certificate issued by the competent authority of the State concerned.

Where no such document or certificate is 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.

3. Depending on the national legislation of the country in which the tenderer or applicant is established, the documents referred to in paragraphs 1 and 2 above shall relate to legal entities and/or physical persons, including, where considered necessary by the awarding authority, company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

* Article 94 of the Financial Regulations

Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:

- a) are subject to a conflict of interest;
- b) 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.

See Annex I (which may be used as a check-list) for the supporting documents accepted by the European Commission to be provided by applicants, tenderers or bidders.

Any bid not including the supporting documents provided for in this Annex will be excluded.

A written self-declaration by the candidate that he is not in the situation described by article 93 § 1. a), b), d) and e) (see above) will not be accepted by DG Employment, Social Affairs and Equal Opportunities.

12. Selection criteria

a) Economic and financial capacity:

The contractor must prove that he has the economic and financial capacity to carry out the services under the model contract and the Commission will verify this on the basis of the following criteria and documents

- A statement of overall turnover
- Appropriate statements from banks
- Balance sheets and profit and loss accounts, or extracts thereof, for the last two years for which accounts have been closed, where the publication is required under the company law of the country where the contractor is established
- Regular accounts for the quarter preceding that in which the contract notice was published if the full accounts for the previous financial year are not yet available

If the contractor for some exceptional and duly justified reason is unable to produce such documents the contractor may submit other appropriate documents which prove his economic and financial capacity.

b) Technical capacity and professional competence:

The contractor must prove his technical capacity and professional competence to carry out the services under the model contract and the Commission will verify this based on the following criteria and documents

- Organisation and structure of the service provider
- List of previous similar services carried out during the past 5 years accompanied by certificates of satisfactory execution specifying whether they have been carried out in a professional manner and have been fully completed
- Education and professional experience of the study co-ordinator and the proposed team confirming that the contractor provides a team with the required professional qualifications as listed under Section 6 (as regards CVs and classifications of experts, see Annex IV of the model contract).

13. Award criteria

The contract will be awarded to the bid offering the best price/quality ratio, taking account the criteria (A) and (B), weighted as set out below:

(A) Quality of the tender - level of understanding of the nature of the assignment as well as its context and results to be achieved to be assessed on the basis of work programme set out in the bid:

- Nature of assignment: the lead contractor should explain his conceptual approach for undertaking the project in accordance with the overall purpose and aim as set out in these specifications (30 points);
- Context and results to be achieved: the lead contractor should clearly define the required analysis, the issues to be addressed and the nature of the outcome to be achieved (10 points).

(B) Methodology proposed – working methods and strategy proposed by the contractor:

- Methodology: The lead contractor should describe the way in which the analysis will be undertaken, i.e. the various steps envisaged, the documentary efforts undertaken or to be undertaken, the collection of data necessary, the methodological approach (e.g. statistical tools to be used, innovatory methodological appliances) (30 points);
- Strategy: The lead contractor should explain how the various parts of the analysis will be integrated with a view to achieve results which correspond with the aims of the study (20 points);
- Work organisational aspects related to the contract: the contractor is required to provide information about the organisational approach and work methods. Work programme and timetable clarity and coherence (10 points)

Please note that the contract will not be awarded to any bid that receives less than 70 points in the award criteria.

The points total will then be divided by the price, with the highest-scoring bid being chosen.

14. Content and presentation of bids

Bidders must submit a full dossier in compliance with these specifications. Forms and other useful documents forming part of the call for tenders can be obtained by downloading on DG EMPL website: http://europa.eu.int/comm/employment_social/emplweb/tenders/index_tenders_en.cfm

All requests for additional information must be sent to: empl-call-2006-21@cec.eu.int

Answers will be published on the EMPL website:

http://europa.eu.int/comm/employment_social/emplweb/tenders/index_tenders_en.cfm

14.1. Content of bids

Bids shall include

- The documents required at Section 11 above
- The Price (see Section 9 above and Annex III to the model contract)
- Detailed CVs of the team proposed (cf Annex IV of the model contract)
- All other information and documentation necessary to enable the Commission to appraise the bid on the basis of the selection and award criteria (see Sections 12 and 13 above)
- The "bank ID form" duly completed and signed by the bank
- The "legal entity form" duly completed
- Proof of eligibility: tenderers shall indicate the State in which they have their registered office or are established, providing the necessary supporting documents in accordance with their national law
- The name and function of the of the contractor's legal representative (person authorised to act on behalf of the contractor)

14.2. Presentation of bids

- Bids must contain all the information required by the Commission
- Bids must be clear and concise
- Bids must be signed by the contractors' legal representative. **Unsigned bids will be rejected.**
- Bids must be submitted in triplicate (i.e. one original and 2 copies). If possible a CD-ROM containing an electronic copy of the bid (in .pdf or word files) should also be annexed.
- Bids must be submitted in accordance with the specific requirements of the "invitation letter"/"invitation to tender", and before the date and time indicated therein.