

Specifications

Database on transnational company agreements: update and maintenance Tender No VT/2012/089

Technical part

1. Title of the contract

Tender n° VT/2012/089: Database on transnational company agreements: update and maintenance

2. Background

General context regarding the line financing this action

PROGRESS¹ is the EU employment and social solidarity programme, set up to provide financial support for the attainment of the European Union's objectives in employment, social affairs and equal opportunities as set out in the Social Agenda², as well as to the objectives of the Europe 2020 Strategy. This new strategy, which has a strong social dimension, aims at turning the EU into a smart, sustainable and inclusive economy delivering high levels of employment, productivity and social cohesion. The European Union needs coherent and complementary contributions from different policy strands, methods and instruments, including the PROGRESS programme, to support the Member States in delivering on the Europe 2020's goals.

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

- Providing analysis and policy advice on PROGRESS policy areas;
- Monitoring and reporting on the implementation of EU legislation and policies in PROGRESS policy areas;

¹ Decision No 1672/2006/EC of the European Parliament and of the Council of 24 October 2006 establishing a Community Programme for Employment and Social Solidarity — Progress, JO L 315 of 15.11.2006

² Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions - Renewed social agenda: Opportunities, access and solidarity in 21st century Europe COM/2008/0412 final of 02.07.2008.

- Promoting policy transfer, learning and support among Member States on EU objectives and priorities; and
- Relaying the views of the stakeholders and society at large.

More specifically, PROGRESS supports:

- The implementation of the European Employment Strategy (section 1);
- The implementation of the open method of coordination in the field of social protection and inclusion (section 2);
- The improvement of the working environment and conditions including health and safety at work and reconciling work and family life (section 3);
- The effective implementation of the principle of non-discrimination and promotion of its mainstreaming in all EU policies (section 4);
- The effective implementation of the principle of gender equality and promotion of its mainstreaming in all EU policies (section 5).

The present call for tenders is issued in the context of the implementation of the 2012 annual work plan which can be consulted at <http://ec.europa.eu/social/main.jsp?catId=658&langId=fr>

<http://ec.europa.eu/social/keyDocuments.jsp?type=0&policyArea=0&subCategory=0&country=0&year=0&advSearchKey=ProgressAnnualWorkPlan&mode=advancedSubmit&langId=fr>

Background of the action

The Commission has issued on 2 July 2008 a staff working document on "the role of transnational company agreements in the context of an increasing international integration" (SEC(2008)2155)³ where it drew the attention to the key role and potential of such agreements in an increasingly globalized business environment. A transnational company agreement in this context means an agreement comprising reciprocal commitments the scope of which extends to the territory of several States and which has been concluded by one or more representatives of a company or a group of companies on the one hand, and one or more workers' organisations on the other hand, and which covers working and employment conditions and/or relations between employers and workers or their representatives. The staff working document was accompanied by a mapping of existing agreements.

Since 2005, the Commission had collated and analysed the transnational texts available to the public, conducted a survey covering the actors involved in concluding them, commissioned legal studies and organised study seminars with a view to making the findings available, considering the analysis and discussing the issues. All stakeholders involved in these activities (social partners, Member states, experts and parties with first-hand experience) have expressed their interest in the availability of a database of transnational company agreements.

³

<http://ec.europa.eu/social/main.jsp?catId=707&langId=en&intPageId=214>

As a follow up to the 2008 staff working document and the activities undertaken so far, the Commission set up an expert group on transnational company agreements. In relation to the work of this expert group, the Commission announced the development a database of transnational company agreements. The Commission delivered on this announcement by the conclusion of contract following a tendering procedure.⁴ The subject of the contract concluded on this basis was the content development of the database. The contract ended at the end of February 2011. The work has resulted in a searchable on-line database on transnational company agreements.⁵ It currently contains over 200 full texts of these agreements in different languages as well as sheets with details on each agreement and company concerned. As series of criteria, such as headquarter country, topic, sector are provided for simple and advanced search in English, French and German. The database has been welcomed by all stakeholders. In order to continue to serve its purpose of informing about transnational company agreements in practice, the database needs to be maintained and updated to ensure its relevance for actors but also for the on-going debate on the role of transnational company agreements: In its recent Communication Towards a job-rich recovery (COM (2012)173 final of 18.4.2012), the Commission has underlined the potential of transnational company agreements as a contribution of a reinforced social dialogue for restoring of the dynamics of the labour markets, and therefore announced to "develop further action to disseminate good practice and promote debate with respect to Transnational Company Agreements".

The database will be an important tool in this regard and shall support the on-going discussions on the challenges and opportunities of Transnational Company Agreements, as they result from the work of the Expert Group mentioned above, that presented its final report and draft elements for conclusion in February 2012⁶, and as referred to in the recent Commission Staff Working Document (SEC(2012)264 - Transnational Company Agreements: realising the potential of social dialogue that was published on 10 September 2012.⁷ It is therefore important that the database remains a tool that responds to the needs of the users of the database and helps to advance the discussions. Relevant features (search functions, extractability of data) need to be reviewed and adapted against this background. In the same vein, the international dimension should be developed so that also international experience beyond the EU can be better taken account of.⁸

3. Subject of the contract

Against the aforementioned background, the purpose of the present call for tender is (1) to update and maintain the existing database by carrying out collection, analysis, translation in order to make available information - to European institutions, European social partners and company actors as well as other stakeholders - on transnational company agreements via the website of the European Commission's DG for Employment, Social Affairs and Inclusion and (2) to develop the database and its features, in close cooperation with the relevant

⁴ <http://ec.europa.eu/social/main.jsp?catId=626&langId=en&callId=238&furtherCalls=yes>

⁵ <http://ec.europa.eu/social/main.jsp?catId=978&langId=en>

⁶ See footnote 3 above.

⁷ See under . <http://ec.europa.eu/social/main.jsp?catId=707&langId=en&intPageId=214>

⁸ See also the renewed strategy of the Commission on Corporate Social Responsibility, COM(2011)681 final of 25.10.2011.

stakeholders and the ILO, to support the on-going discussions on transnational company Agreements.

4. Tasks to be carried out by the contractor

4.1 Description of the tasks

The contractor has to collect, analyse and make available information concerning transnational company agreements on the website of the DG for Employment, Social Affairs & Inclusion⁹, using, during the first phase the database that is already in place and thus updating and maintaining the database in its present shape. The content will be integrated in this Oracle database that underpins the DG website. This update shall be of primary concern for the first phase of the contract duration.

As regards the analysis of transnational company agreements, the contractor will have to review/refine the criteria for analysing transnational company agreements, re-adjust the existing analysis (information fiches) accordingly and adapt the existing search criteria. The basic structure of the existing database shall however remain intact. This work on the functionalities and content of the database shall be carried out in close cooperation with the relevant stakeholders and the ILO.

The contractor has to comply with rules set out in the Information Providers Guide of the Commission to be consulted at <http://ec.europa.eu/ipg/>

i). Data collection on transnational company agreements

Based on the structure and features of the existing database, the contractor has to collect the full texts of existing transnational company agreements or their amendments from various sources and to establish a mechanism to collect them systematically in the future.

To do so, the contractor has to:

- Compile the texts of the transnational company agreements, as far as not already included in the database, already made available to the public through various sources, including press and trade union publications;
- Compile the texts of updates/amendments of transnational company agreements that are already included in the database, already made available to the public through various sources, including press and trade union publications;
- Identify references to transnational company agreements in studies, publications and activities relating to International Framework Agreements, European Work Councils, thematic covered by the agreements (Corporate Social Responsibility, corporate restructuring, financial participation, health and safety, equal opportunities) as well as European, transnational or cross-border collective bargaining and social dialogue; research and compile the corresponding texts;

⁹ <http://ec.europa.eu/social>

- Identify and explore the sources of potential information on transnational company agreements, particularly the European trade union federations, employers' organisations, and the organisations active in the field of Corporate Social Responsibility; research and compile the corresponding texts;
- Keep a track on the way used to access each text collected;
- Make explicit, detail and report on the methodology used to collect transnational collective agreements;
- Ensure respect of security, confidentiality and data protection requirements in the collection, process and dissemination of the data;

On request of the Commission, any data collected on transnational company agreements will be immediately provided to it.

ii). Analysis of data on transnational company agreements

The contractor has to analyse the agreements, characterise the companies in which they are concluded and input the information gathered into searchable fields. Until the end of the transition period (see below), the contractor must continue to provide the elements already included in the present database, i.e. information concerning the following elements and fields needs particularly to be collected and provided by the contractor for each transnational company agreement:

- Company: Sector, membership in European association, sectoral social dialogue committee concerned, Country of headquarters, number of employees EEA/worldwide of the company;
- Text: Title, date, geographical scope, main field, secondary fields, name and nature of signatory parties, brief description of content, status of text, applicable law, relation to subcontractors, provisions on dissemination, provisions on implementation, provisions on monitoring, provisions on dispute resolution, duration and review.

Errors relating to already recorded agreements that are brought to the attention of the contractor shall be corrected in the monthly update exercise and the Commission informed of these corrections.

As this is the case for the present database, the information fiches capturing these elements have to be prepared in English, French and German.

Where the text of a transnational company agreement does not exist in English, a working translation shall be provided, unless a working translation of sufficient quality can be found from other sources and legally used by the contractor.

In accordance with the needs identified at the classification of new agreements/amendments or renewals to existing agreements, the sub-categories used by the existing database must be adapted/enhanced.

The contractor has to regularly update the data dictionary on the website as well as the full list of all identified agreements on the website. The list of all identified agreements shall be updated at least every month, starting three months after the signature of the contract (where applicable).

Prior to any upload or submission for upload (see below), all contributions from team members need to undergo a dedicated verification at coordination level so to ensure quality and consistency of the various inputs.

iii). Input of data and dissemination of information concerning transnational company agreements (update of the database in its present shape)

The contractor has to input the data collected and analysed on transnational company agreements using the Content Management System developed for the DG's website or providing an Excel file containing the information related to the agreements (company, sector, scope, etc) in a specific template and the full text of the agreement in pdf format. In doing this, priority shall be given, during the first three months of the project duration, to the upload of transnational company agreements and related datasheets for agreements that have been concluded or updated after 2010 and that are not yet contained in the database.

To that aim, the contractor will have access to the Content Management System developed for the website (simple web-based interface) or will fill a specific Excel template provided by the DG, from which the data will be imported into the Oracle database. Where needed, the contractor has to attend training provided by the DG's web-team. If for this project, there is a need to develop new templates and/or functionalities; this will be done by the DG. The contractor has to support the Commission in this development where requested and to adapt to any new requirements.

The contractor has to contribute to the promotion of the database on transnational agreements when it becomes available on-line; this includes the following tasks:

- Identify web portals and sites (universities, social partners, on line newspapers ..) to be informed, mailing lists to be used,
- Draft short description and examples of information on transnational company agreements available on-line, to be used in press releases and promotional material by the Commission
- Be available to assist the Commission in replying to third party requests on the use and content of the database.

iv). Adaptations/refinement of functionalities and content of the database and related dissemination

In addition, the contractor shall identify those additional elements that are of particular relevance in the context of the on-going discussions on Transnational Company Agreements (see the outcome of expert group, issues identified in the Commission Staff Working Document of September 2012 and as resulting from interaction with stakeholders) with a view to progressively include them in the analysis. This pertains for example to aspects that are

relevant for classifying the text analysed.

Examples might be the involvement of a mandating procedure, formal elements during negotiation and conclusion such as the presence of signatures, content elements such as determination of venue for dispute settlement,...). With a view to improve the extractability of data, the contractor will need to review the search functions accordingly. The proposal for the new structure shall be submitted for agreement to the Commission and shall be part of the second interim report that is due 7 months following the signature of the contract.

Once the review process on the structure of the database is finished (end of month 9 following signature of the contract), the existing analytical fiches shall be reviewed and new agreements be analysed in accordance with the new structure.

Overall, this transitional period from the old to the new structure of the analytical fiches shall be terminated at the latest 12 months after the signature of the contract, so that all analytical fiches follow the new grid.

As from the end of the 13th month following the signature of the contract, the adapted search engine shall be put in place following a test period with the stakeholders involved in the definition of the newly added parameters (see below).

From month 14 -24 of the project duration, analysis and data input shall follow the new structures. Updates continue to be due on a monthly basis.

The contractor shall continue identifying new texts and assisting the Commission in answering requests from third parties as described above under (iii).

The data dictionary must be adapted accordingly.

The contractor shall involve the social partners and the ILO in this conceptualization work as well as in the testing and implementation of the database. The Commission will assist the contractor in establishing the contacts with the relevant stakeholders and in organising the meetings with the stakeholders in its premises. The contractor shall organise 3 meetings with the stakeholders, involve them in testing and ensure that stakeholders can provide their feedback on their experience with the use of the database.

The contractor shall be available to present the revamped database at least in the context of one meeting in the area of social dialogue organized by the Commission.

v). Cooperation with the ILO

As regards International Framework Agreements (agreements negotiated by Multinational Enterprises and global union federations) (IFAs) and transnational company agreements with a wider than EU scope and/or of companies headquartered outside the EU, the Commission intends to launch cooperation with the International Labour Office. It is envisaged that the ILO will provide assistance in identifying and analysing these texts and in the preparation of information sheets for them, that it will propose new search criteria specifically relevant for these agreements, such as references to ILO Conventions, and update the relevant parts of the data dictionary. The contractor shall therefore, based on the contacts with the ILO that will be established by the Commission, also serve as a contact point for the International Labour Office for coordinating the respective input to the database. For this purpose, the contractor shall hold two meetings a year with the Commission that includes one or more ILO

representatives and uphold the necessary working relations with the relevant services of the ILO.

4.2 Requirements on how the tasks are to be carried out

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

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

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

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

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

5. Time schedule, reporting and meetings

5.1 Time schedule and reporting

See Article I.2. of the contract.

Additional requirements

- Interim report 1

The contractor will prepare a concise, clear interim report in English, presented as follows: summary of the work carried out according to of the present contract; work programme planned for the following period; present status of expected output products, and comments on the degree of achievement; any comments, suggestions or recommendations judged useful or necessary by the contractor. This report will be accompanied by a list of collected agreements and draft versions of the related analytical fiches and the updated data dictionary.

Unless otherwise provided, the original interim report and the accompanying documents must arrive¹⁰ at the Commission no later than 3 months after the date of the signature of the contract. The acceptance of this report by the Commission does not entail any further interim payment.

- Upload of information on Transnational Company Agreements

The information concerning the transnational company agreements must be uploaded by the contractor using the Content Management System developed for the DG's website (or an Excel file containing the information related to the agreements provided) at the latest 4 months after the date of the signature of the contract by the Commission and then continuously uploaded with at least one monthly update.

- Interim report 2

The contractor will prepare a second concise and clear interim report in English that summarized the progress of the work (see interim report 1) and focuses in particular on the outcome of the discussions with the stakeholders on the refinement/adaptations of functionalities and content of the database with a view to seek the validation of any proposed adaptation by the Commission. This report is due seven months after the signature of the contract.

- Interim report 3

The contractor will prepare a third interim report that summarizes the progress of the work (see interim report 2). This report is due 16 months after the signature of the contract. The acceptance of this report by the Commission does not entail any further interim payment.

- Final reports and products

The full texts of the transnational company agreements included in the database as well as the detailed methodology used to collect them shall be transmitted by the contractor in both paper and electronic versions compatible with Commission standards. Each paper copy will correspond in full with the electronic version.

The contractor will prepare, in English, a draft final report followed by a final report, both presented as follows: concise, full description of the overall work carried out according to the present contract; presentation of the results obtained according to the present contract for the whole period of performance; technical comments on the content, presentation and value of output products realised and submitted for approval to the Commission; any comments, suggestions or recommendations judged useful or necessary by the contractor. The draft final report shall be presented to the Commission no later than 22 months after the date of the signature of the contract by the Commission.

¹⁰ Official receipt date by Employment and Social Affairs DG, attested by its Archive Department, Internal Mail Service stamp.

The aforementioned final report shall be transmitted by the contractor in both paper and electronic versions compatible with Commission standards (texts in Word, spreadsheets in Excel). Each paper copy will correspond in full with the electronic version.

The aforementioned documents, plus two copies of them, must arrive at the Commission no later than the last day of the period of execution of 24 months of the tasks.

-5.2 Additional reporting requirements under PROGRESS

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

The Commission regularly monitors the effect of PROGRESS-supported or commissioned initiatives and considers how they contribute to PROGRESS outcomes as defined in the Strategic Framework. In this context, the Contractor will be asked to dedicatedly work in close cooperation with the Commission and/or persons authorised by it to define the expected contribution and the set of performance measures which this contribution will be assessed against.

The Contractor will be asked to collect and report on its own performance to the Commission and/or persons authorised by it against a template which will be annexed to the contract/service order/. In addition, the Contractor will make available to the Commission and/or persons authorised by it all documents or information that will allow PROGRESS performance measurement to be successfully completed and to give them the necessary rights of access.

5.3 Publicity and information requirements under PROGRESS

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

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

This programme is implemented by the European Commission. It was established to financially support the implementation of the objectives of the European Union in the employment, social affairs and equal opportunities area, and thereby contribute to the achievement of the Europe 2020 Strategy goals in these fields.

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

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

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

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

5.4 Meetings with the Commission

The contractor may be requested to attend four meetings with the Commission in Brussels: one to kick off the contract within the first month of the execution of the tasks – this will include a side-session with the social partners and the ILO, one to discuss the first interim report within the fourth month of the execution of the tasks, one to discuss the second interim report within the eighth month of the execution of the tasks and one to discuss the draft final report within 45 days of its submission.

In addition (see above) the contractor shall hold three with the stakeholders, as well as two meetings per 12 months with the ILO. The Commission will participate in these meetings.

As far as reasonable under the assignment, the meetings with the Commission can be combined with the meetings with stakeholders and the ILO.

5.5 Overall time schedule

Subject	T +X [month following signature of the contract]
Kick-off, including side session with social partners and the ILO	T+1
First interim report	T+3
Meeting on interim report	T+4
First upload of information on TCA followed by at least one monthly update	T + 4
Second interim report	T+7
Meeting on second interim report	T+8
End of review process on the structure of the database	T+9
End of transitional period from old to new	T+12

format of the analytical fiches	
End of test period with stakeholders	T+13
Start of upload following new structure followed by at least one monthly update	T+14 (until T23)
Third interim report	T+16
Draft final report	T+22
Meeting on the draft final report	T+22+ 45 days following submission of draft final report
Final report and technical report	T+ 24
Two meetings with the ILO (including kick-off)	Until T + 12 (to be determined by the contractor)
Three meetings with stakeholders (including kick-off)	Until T+ 24 (to be determined by the contractor)

6. Prices

Under the terms of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, 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.

The price must be stated in EUR(€), net of VAT, using, where appropriate, the conversion rates published in the C series of the Official Journal of the European Union on the day when the invitation to tender was issued.

The maximum amount of the contract is 180,000 €.

- **Professional fees and other costs**

Fees, expressed as the number of person-days multiplied by the unit price per working day for each expert proposed. The unit price should cover the experts' fees and administrative expenditure.

These include:

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

Calculation of amounts due under the present procurement

- 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) in the required format(s).

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.

It is recommended to present the detailed offer according to the following model:

Breakdown of prices

Description	Unit price in EUR	Max. No of units	Unit type	Sub-total per item EUR	Total amounts in EUR
Experts' fees (to be specified for each specific task)					
Details	0.00	0	w.d.	0.00	0.00
Other costs (to be specified)					
Details	0.00	0	Unit	0.00	0.00
Total amount (art. I.3.1.) of the contract					0.00
Total amount					0.00

7. Payments and standard contract

In drawing up the bid, the tenderer should take into account the provisions of the standard contract comprising the "General terms and conditions applicable to service contracts". **The attention of the potential bidders under the present call is drawn to the fact that some provisions of the standard contract will change as a result of the coming into force of the new Financial Regulation in 2013.**

Prefinancing:

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 draft contract shall be made.

Interim payment:

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

- an interim technical report seven months after the signature of the contract and in accordance with the instructions laid down in Annex I of the contract,

- the relevant invoices,

provided the report has been approved by the Commission.

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

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

Administrative part

8. Participation

Please note that:

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 Union 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 Directive 2004/18/CE, are not covered by this Agreement.

9. Groupings of economic operators or consortia

Tenders can be submitted by groupings of service providers/suppliers who will not be required to adopt a particular legal form prior to the contract being awarded, but the consortium selected may be required to assume a given legal form when it has been awarded the contract if this change is necessary for proper performance of the contract¹¹. However, a grouping of economic operators must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. The documents required and listed in the following points 10 and 11 must be supplied by every member of the grouping.

Each member of the grouping assumes a joint and several liability towards the Commission.

10. Exclusion criteria and supporting documents

- 1) Bidders must provide a declaration on their honour, duly signed and dated, that they are not in one of the situation referred to in Articles 93 and 94 a) of the Financial Regulation.

Those articles are as follows:

"Article 93:

- 1. Applicants or tenderers shall be excluded if:*

¹¹ These entities can take the form of an entity with or without legal personality but offering sufficient protection of the Commission's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

The contract has to be signed by all members of the group, or by one of the members, which has been duly authorised by the other members of the grouping (a power of attorney or sufficient authorisation is to be attached to the contract), when the tenderers have not formed a legal entity.

- 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 Union's financial interests;*
 - f) they are currently subject to an administrative penalty referred to in Article 96(1) .*
- (...)*

Article 94 :

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 procurement procedure or fail to supply this information;(..."*
- 2) The tenderer to whom the contract is to be awarded shall provide, within a time limit defined by the contracting authority and preceding the signature of the contract, the evidence referred to in Article 134 of the implementing Rules, confirming the declaration referred to in point 1 above.

Article 134 of the Implementing Rules – Evidence

§3. The contracting authority shall accept as satisfactory evidence that the candidate or tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. 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(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State concerned.

Where the document or certificate 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.

§4. Depending on the national legislation of the country in which the candidate or tenderer is established, the documents referred to in paragraph 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.

See Annex I (which may be used as a checklist) for the supporting documents accepted by the European Commission to be provided by applicants, tenderers or tenderers to who the contract will be awarded.

- 3) The contracting authority may waive the obligation of a candidate or tenderer to submit the documentary evidence referred to in Article 134 of the Implementing Rules, if such evidence has already been submitted to it for the purposes of another procurement procedure launched by DG EMPL and provided that the issuing date of the documents does not exceed one year and that they are still valid.

In such a case, the candidate or tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that no changes in his situation have occurred.

11. Selection criteria

a) Economic and financial capacity:

Economic and financial capacity to carry out the tasks set out in the tender specification must be demonstrated as follows:

(i) the tenderer (or all partners of the consortium together) must provide proof of a turnover of at least €360,000 in the last financial year for which accounts have been closed.

(ii) balance sheets or extracts from balance sheets from the last three financial years that have been closed, where publication of the balance sheets is required under company law in the country in which the service provider is established; in the case of tenders from consortia, this certificate must be provided by each member of the consortium;

(iii) if one or both of the above mentioned documents cannot be provided because of duly justified reasons, a bank declaration providing evidence of good financial standing may be accepted if the Commission so decides; in the case of tenders from consortia, this declaration must be provided by each member of the consortium;

If, for some exceptional reason which the contracting authority considers justified, the tenderer or candidate is unable to provide the references requested by the contracting authority, he may prove his economic and financial capacity by any other means which the contracting authority considers appropriate.

b) Technical capacity:

The tenderer's professional and technical capacity in the field covered by the contract will be assessed on the basis of the following:

- Detailed CV's of the members of the team responsible for providing the service, together with a listing of those designated as the co-ordinator(s) and other experts to be used for the service along with their CVs;
- A list of principal services provided in the relevant professional and policy domain over the past five years, with sums, dates and recipients (whether public or private) identified;
- Solid experience of analysis in the field of transnational company agreements, European works councils or industrial relations, as attested by the services provided or the published work accredited to the members of the expert team in these fields; good knowledge of Community law, labour law and/or corporate social responsibility as attested by the services provided or the published work accredited to the members of the expert team will be an asset;
- The experts need to be experienced professionals in the areas mentioned above and must satisfy the requirements for at least Level III experts;
- Proven ability on the part of the co-ordinator(s) to deal effectively with the co-ordination and administrative tasks involved in gathering, analysing and making available data on the internet, including a capacity to write and present information in an accessible way on the web
- Sufficient knowledge of usual software and web environment on the part of the members of the team to ensure proper use of templates and understanding technical requirements related to the process and input of data;
- Sufficient knowledge of the working languages of the Commission (English, French, German) on the part of the coordinator to ensure communication with the Commission and the experts and, in particular, ability to draw up reports in one of these languages;
- Sufficient knowledge of English, French and German on the part of the members of the team to ensure communication with data providers, to enable correct analysis of data and to enable the development of a multilingual interface where necessary;
- A declaration by the co-ordinator certifying the competence of the proposed team to carry out the service, including their respective professional and linguistic capabilities, if the contract should be awarded to the submitting entity;

In the case of tenders from consortia: clear identification of the co-ordinator of the work who will also be responsible for signing the contract, and written confirmation from each member of the consortium that they would be ready and willing to participate in the execution of the contract, and briefly describing their role(s).

12. Award criteria

The contract will be awarded to the bid offering the best price/quality ratio, taking account of

- The presentation of the bid including diligence, clarity, concision and comprehensiveness (20 points)

- Approach - Depth of conceptual understanding of the nature and objectives of the assignment, its context, the results to be achieved, notably as to the way to address the specificities of providing information on transnational company agreements (35 points)
- Methodology – the methodology for organising the work, including the collection, verification, analysis of the transnational company agreements; the method to refine/adapt the content and functionalities of the database in a collaborative process with stakeholders and the ILO, and the way to ensure the coordination of the team notably with a view to ensuring quality and consistency of the experts' contributions and of the input to the database, as well as the implementation of the work plan in the defined timetable (45 points)

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

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

13. Content and presentation of bids

Content of bids

Tenders must include:

- ☐ all information and documents necessary to enable the Commission to appraise the bid on the basis of the selection and award criteria (see points 10 and 11 above);
- ☐ a bank ID form duly completed and signed by the bank;
- ☐ a "legal entity" form duly completed;
- ☐ the price;
- ☐ the name and function of the contractor's legal representative (i.e. the person authorised to act on behalf of the contractor in any legal dealings with third parties);
- ☐ proof of eligibility: tenderers must 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 detailed CVs of the proposed experts;
- ☐ List of experts assigned, classified by level of expertise according following criteria:

Level of qualification I
<i>Highly qualified expert having assumed important responsibilities in his/her profession, recruited for his/her management/supervisory, thought and creativity skills as regards professional practise.</i>
<i>He/she must have at least 15 years professional experience of which at least 7 must be connected with the professional sector concerned and the type of tasks to be performed.</i>
Level of qualification II

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

Presentation of Bids

Bids must be submitted in triplicate (i.e. one original and two copies).

They must include all the information required by the Commission (see points 7, 9, 10 and 11 above).

They must be clear and concise.

They must be signed by the legal representative.

They must be submitted in accordance with the specific requirements of the invitation to tender, within the deadlines laid down.

OVERVIEW OF PROGRESS PERFORMANCE MEASUREMENT FRAMEWORK

DRAFT 2-10-2012 (PROGRESS)

PROGRESS Ultimate Outcome

Member States implement laws, policies and practices in a manner that contributes to the desired outcomes of the Social Agenda

PROGRESS works towards its ultimate outcome by helping strengthen the EU's support for Member States' efforts to create more and better jobs and to build a more cohesive society. PROGRESS seeks to contribute to (i) an **effective legal regime** in the EU in relation to the Social Agenda; (ii) **shared understanding** across the EU with regard to Social Agenda objectives; and (iii) **strong partnerships** working towards Social Agenda objectives.

In operational terms, support provided by PROGRESS facilitates (i) provision of analysis and policy advice; (ii) monitoring and reporting on the implementation of EU legislation and policies; (iii) policy transfer, learning and support among Member States; and (iv) relaying to decision-makers the views of the stakeholders and society at large.

Legal Regime

Outcome:

Compliance in Member States with EU law related to PROGRESS areas.

Performance Indicators

1. Transposition rate of EU law on matters related to PROGRESS policy areas
2. Effectiveness of application in Member States of EU law on matters related to PROGRESS policy areas.
3. EU policies and legislation are grounded in thorough analysis of situation and responsive to conditions, needs and expectations in Member States in PROGRESS areas
4. Extent to which PROGRESS-supported policy advice feeds into the development and implementation of EU legislation and policies
5. Cross-cutting issues are addressed in PROGRESS policy sections
6. EU policies and legislation display a common underlying logic of intervention in relation to PROGRESS issues
7. Gender mainstreaming is systematically promoted in PROGRESS

Shared Understanding

Outcome:

Shared understanding and ownership among policy/decision-makers and stakeholders in Member States, and the Commission, of objectives related to PROGRESS policy areas.

Performance Indicators

1. Attitudes of decision-makers, key stakeholders and general public regarding EU objectives in PROGRESS policy areas
2. Extent to which national policy discourses or priorities reflect EU objectives
3. Extent to which principles of good governance (including minimum standards on consultation) are respected in policy debate
4. Extent to which the outcomes of policy debates feed into the development of EU law and policy.
5. Greater awareness of policy-and decision-makers, social partners, NGOs, networks regarding their rights/obligations in relation to PROGRESS policy areas
6. Greater awareness of policy-and decision-makers, social partners, NGOs, networks regarding EU objectives and policies in relation to PROGRESS policy areas

Strong Partnerships

Outcome:

Effective partnerships with national and pan-European stakeholders in support of outcomes related to PROGRESS policy areas.

Performance Indicators

1. Existence of common ground/consensus among policy and decision-makers and stakeholders on EU objectives and policies
2. Identification and involvement by the EU of key actors in a position to exert influence or change at EU and national levels
3. Effectiveness of partnerships in relation to outcomes related to PROGRESS policy areas.
4. Number of individuals served or reached by networks supported by PROGRESS.
5. Extent to which advocacy skills of PROGRESS-supported networks have improved
6. Satisfaction of EU and national authorities with the contribution of networks
7. Extent to which PROGRESS-supported networks take a cross-cutting approach