



EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Social Dialogue, Social Rights, Working Conditions, Adaptation to Change
Health, Safety and Hygiene at Work

Service Contract

Contract title **Contract to develop a proposal for Commission practical guidelines for the training of workers involved in work with asbestos either during removal or maintenance work.**

Contract reference No **VC/2008/0706**
The above title and reference No **must** be quoted in **all** correspondence with the Commission.

Contractor
.....

Other administrative information

Department **DG EMPL/F/4**

Prior information O.J. ref. No of notice publication: —
Call for tender DG EMPL ref. No: VT/2008/091 of
Tender information O.J. ref. No of notice publication:
EPIC Record No:/...../.....
Service category No: A12

Other accounting information

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

Type of Contract **V/SE/SEC02**

The European Community (hereinafter referred to as “**the Community**”),
represented by the Commission of the European Communities (hereinafter referred to as “**the Commission**”),
which is represented for the purposes of the signature of this Contract by Jose Ramon BIOSCA
DE SAGASTUY, Head of Unit - EMPL/F/4, Employment, Social Affairs and Equal
Opportunities DG,

on the one part,

AND

.....(*official name in full*),
registered legal form:,
statutory registration number:,
official address in full:,
VAT registration number:,
(hereinafter referred to as “**the Contractor**”),
represented for the purposes of the signature of this Contract by(*forename and name in full*),(*function*),

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following **Annexes**:

- **Annex I** Tender Specifications (Invitation to Tender No. VT/2008/091 of) and Monitoring
- **Annex II** Contractor's Tender (Registre CAD Ref. No. of)
- **Annex III** Breakdown of prices
- **Annex IV** CVs and classification of experts
- **Annex V** Fiscal provisions regarding invoicing by the Contractor

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

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

Subject to the above, the several instruments forming part of this Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

I. **Special conditions**

Article I.1 **Subject**

I.1.1. The subject of the Contract is: **Contract to develop a proposal for Commission practical guidelines for the training of workers involved in work with asbestos either during removal or maintenance work..**

I.1.2. The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

Article I.2 **Duration**

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

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

I.2.3. The duration of the tasks shall not exceed 15 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

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

Article I.3 **Contract price**

I.3.1. *Maximum total amount*

The maximum total amount to be paid by the Commission under the Contract shall be EUR 299 999.00 covering all tasks executed.

I.3.2. *Price revisions*

Not applicable.

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

In addition to the total amount specified in Article I.3.1, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other expenses provided for by the Tender Specifications up to a maximum amount of EUR 1.00. The daily subsistence allowance referred to in Article II.7.4(d) shall be determined in accordance with Annex III, 2.2.1.

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

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

I.4.1. Pre-financing

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

I.4.2. Interim payment

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

- an interim technical report in accordance with the instructions laid down in Annex I,
- the relevant invoices,
- statements of reimbursable expenses in accordance with Article II.7,

provided the report has been approved by the Commission.

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

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

I.4.3. Payment of the balance

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

- the final technical report in accordance with the instructions laid down in Annex I,
- the relevant invoices,
- statements of reimbursable expenses in accordance with Article II.7,

provided the report has been approved by the Commission.

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

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

I.4.4. Performance guarantee

Not applicable.

Article I.5 Bank account

Payments shall be made to the Contractor's bank account denominated in euro ¹, identified ² as follows:

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

Article I.6 General administrative provisions

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

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

² By a document issued or certified by the bank.

Commission

European Commission
Directorate-General Employment, Social Affairs and Equal Opportunities
EMPL/F/4
B-1049 Brussels (Belgium)

Contractor

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

Article I.7 Applicable law and settlement of disputes

I.7.1. The Contract shall be governed by Community law, complemented, where necessary, by the national substantive law of Belgium.

I.7.2. Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Brussels.

Article I.8 Other special conditions**Definition of the term “payment request” regarding the interests for late payments**

It is understood that a payment request, as mentioned in Article II.5.3, will only be considered as complete, if all specific documents mentioned in Article I.4; are joined to this request. If these specific documents are not sent to the Commission all together with the payment request, the 60 days shall only run from the date of the first registered receipt of the last document, making the payment request complete. As regards payments subject to the prior approval of a report (or to the signature of a certificate of final acceptance for supplies delivery) by the Commission, according to Article I.4, the period of 60 calendar days shall start only on the date when both the complete payment request has been registered and the report has been approved (or the certificate of final acceptance has been signed) by the Commission, provided the Commission has itself respected the time limits set in the present Contract and its annexes for such approvals.

Data protection

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by Employment, Social Affairs and Equal Opportunities DG without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Community.

The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to Employment, Social Affairs and Equal Opportunities DG. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

II. General conditions

Article II.1 Performance of the Contract

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

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

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

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

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

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

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

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

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

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

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

Article II.2 Liability

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

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

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

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

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

Article II.3 Conflict of Interests

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

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

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

II.3.3. The Contractor declares:

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

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

Article II.4 Payments

II.4.1. Pre-financing

Where required by Article I.4.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee

may be replaced by a joint and several guarantee by a third party. The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part. The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor). The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2. *Interim payment*

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

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

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

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

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed. Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.4.3. *Payment of the balance*

Within sixty days of completion of the tasks referred to in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

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

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

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

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed. Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

Article II.5 General Provisions concerning Payments

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

II.5.2. The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount

is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

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

Article II.6 Recovery

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

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

II.6.3. The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Communities that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

Article II.7 Reimbursements

II.7.1. Where provided by the Special Conditions or by Annex I, the Commission shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

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

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

- (a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- (b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- (c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- (d) travel outside Community territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

II.7.4. Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

- (a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- (b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;

- (c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- (d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.3.

II.7.5. The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

Article II.8 Ownership of the Results – Intellectual and Industrial Property

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Community, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

Article II.9 Confidentiality

II.9.1. The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

II.9.2. The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

Article II.10 Use, Distribution and Publication of Information

II.10.1. The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.

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

II.10.3. Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Community. 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 Communities.

II.11.3. The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.

II.11.4. Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

Article II.12 Force Majeure

II.12.1. *Force majeure* shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* unless they stem directly from a relevant case of *force majeure*.

II.12.2. Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with *force majeure*, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

II.12.3. Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by *force majeure*. Where the Contractor is unable to perform his contractual obligations owing to *force majeure*, he shall have the right to remuneration only for tasks actually executed.

II.12.4. The contracting parties shall take the necessary measures to reduce damage to a minimum.

Article II.13 Subcontracting

II.13.1. The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.

II.13.2. Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.

II.13.3. The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.17.

Article II.14 Assignment

II.14.1. The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.

II.14.2. In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

Article II.15 Termination by the Commission

II.15.1. The Commission may terminate the Contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject

- of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
 - (c) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
 - (d) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
 - (e) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
 - (f) where the Contractor is in breach of his obligations under Article II.3;
 - (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
 - (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
 - (i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
 - (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
 - (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

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

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

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

II.15.4. Consequences of termination

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

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

On termination the Commission may engage any other contractor to complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in making good and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

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

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities

or fraud are attributable to the Contractor, the Commission may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

Article II.16 Liquidated Damages

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2% of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

Article II.17 Checks and Audits

II.17.1. Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance.

II.17.2. The Commission or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.

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

Article II.18 Amendments

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

Article II.19 Suspension of the Contract

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

Signatures

1. For the Contractor,

..... (*forename and name*)

..... (*position*)

..... (*company name*)

2. For the Commission,

Jose Ramon BIOSCA DE SAGASTUY

Head of Unit - EMPL/F/4

Employment, Social Affairs and Equal
Opportunities DG

Done at (*place*), Done at Brussels,

..... (*date*) (*date*)

In duplicate in English.

Draft
Draft

Tender Specifications and Monitoring

ANNEX I Tender No. VT/2008/091 of

1. Background

1.1. Progress introduction

The Social Agenda (2005-2010) has fixed as its overall strategic goal to promote more and better jobs and to offer equal opportunities for all. The realisation of the Social Agenda relies on a combination of instruments comprising EU legislation, the implementation of open methods of coordination in various policy fields and financial incentives such as the European Social Fund.

The Decision n°1672/2006 establishing a Community programme for employment and social solidarity – PROGRESS was adopted by the European Parliament and the Council on 24 October and published in the OJ on 15 November.

PROGRESSSS aims at supporting the core functions of the European Community towards fulfilling its Treaty-delegated tasks and powers in its respective areas of competence in the employment and social sphere. PROGRESS mission is to strengthen the EU contribution in support of Member States' commitments and efforts to create more and better jobs and to build a more cohesive society. To that effect, PROGRESS will be 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;
- 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 will support:

- (1) the implementation of the European Employment Strategy (section 1);
- (2) the implementation of the open method of coordination in the field of social protection and inclusion (section 2);
- (3) the improvement of the working environment and conditions including health and safety at work and reconciling work and family life (section 3);
- (4) the effective implementation of the principle of non-discrimination and promotion of its mainstreaming in all EU policies (section 4);
- (5) 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 2008 annual plan of work which is consultable at:

http://ec.europa.eu/employment_social/progress/annwork_en.htm

1.2. Background information specific to this contract

In its Communication COM (2007) 62 final of 21 February 2007: "Improving quality and productivity at work: Community strategy 2007-2012 on health and safety at work", the Commission, supported by the two resolutions of the Council and the European Parliament, stresses the major contribution that guaranteeing quality of work can play in promoting economic growth and employment. It acknowledges the importance of effective occupational health and safety policies to ensure that economic costs of problems associated with work-related ill-health will not inhibit economic growth and affect the competitiveness of businesses in the EU.

The burden of accidents at work and work-related ill health can be analysed from different perspectives: worker's, employer's, insurer's and the society as a whole. It is especially difficult to quantify or present in monetary terms the burden that falls on the worker which involves the pain and suffering, loss of function, diminished quality of life and premature death.

In the particular case of ill health due to exposure to asbestos it is important to bear in mind that its health effects are among the most serious and include conditions such as asbestosis, bronchial cancer, lung cancer, fibrotic diseases of the pleura and mesotheliomas, the last one being deadly. Ailments can manifest themselves often a very long time after exposure. Induction periods of more than 20 years are not uncommon even if they are somewhat dependent on intensity of exposure. On the other hand defining a maximum latent period is typically not possible for any of the conditions known to have been due to asbestos exposure. Such characteristics mean that complications can show up a very long time after exposure.

For such reasons asbestos related ill health problems have been described as a 'time bomb' since, while one can reasonably expect the positive effects of the legislation now in force to having brought about welcome changes, in the sense that on the one hand asbestos have been banned and on the other since such banning should imply lesser degrees of exposure now, the fact remains that cases of asbestos exposure related ill health can and will inevitably manifest themselves in the future due to former exposures.

Another aspect of the problem, and this is the one that the current call for tender intends to address, is due to the expected exposures that will come about as a consequence in particular of demolition and maintenance work and other asbestos related activities – one example of the latter being ship dismantling/recycling.

Estimates for the toll of asbestos related cancers in Western Europe alone are up to 500,000 by 2030 (European Union first written submission to the World Trade Organisation Special group, 1999, cited in Vogel, 2005³). The occupational groups now at risk of new exposures are maintenance and asbestos removal workers. Research has indicated that this group of workers underestimate their exposure to asbestos (Burdett and Bard, 2003⁴).

Alone, this information is worrying enough to warrant a fresh look at how workers perceive risks posed by asbestos during maintenance/removal work. The problem is compounded by the fact that, as far as such activities are concerned, two distinct groups of workers at least, must be considered: one are the professionals working for a firm itself member of a certified specialised body in principle knowledgeable enough about the issues and problems involved with asbestos removal and maintenance work and another, far more complex and difficult to quantify and assess, made up of either sole traders or even private individuals during DIY (Do It Yourself) activities on asbestos containing structures.

³ Vogel, L, 2005 Special Report: Asbestos in the World, in *HESA Newsletter* No. 27.

⁴ Burdett, G. and Bard, D. 2003, Pilot study on the exposure of maintenance workers (industrial plumbers) to asbestos, HSL MF/2003/15.

Research⁵ on the latter group (including a range of trades like electricians, plumbers, heating engineers, carpenters, painters and decorators, that may occasionally come into contact with asbestos containing structures) proves that the situation is extremely worrying. In fact, even bearing in mind that some had been informed about asbestos related risks during broad health and safety courses, the respective messages had not been updated for a long time, meaning that much of the training had taken place before the most recent asbestos specific EU legislative packages had come into force. In some cases also, training had taken place in a very different context and occasionally respondents had supplemented their knowledge on asbestos related risks through 'training' in an informal manner, like knowledge and experience of colleagues.

While most knew that asbestos pose a risk, including clear messages not to touch it and not to work with it, this was not translated into correct working practices/procedures. Many respondents lacked awareness enabling them to identify asbestos during their work, as well as about which materials may potentially contain asbestos. It is thus not surprising that another finding was that few felt confident about which specific procedures should be followed once asbestos had been potentially identified.

The general conclusions could be broken down into four main categories, i.e.:

1. Technical issues, relating to the complexity of messages about asbestos, its effects and how to deal with them effectively. Risk assessment procedures and the ability to understand the complexity of asbestos risks.

2. Psychological issues, concerning individuals' attitudes towards risk in general, their health and the specific risks posed by asbestos.

3. Cultural factors such as pressures from employers, clients, co-workers, etc. largely driven by economic and/or social pressures.

4. Control factors, namely the extent to which individuals feel that they are able to control their work environment. These could be linked to the nature of the employment contract and the labour market capital.

Such a state of affairs is enough to justify the need for a tool aimed at addressing these and other shortcomings, all reflecting a serious unawareness on the part of a significant enough number of workers, given the potentially life-threatening risks posed by asbestos, during maintenance and demolition work, for several years to come (and forms of asbestos related ill-health have yet to peak).

From a regulatory standpoint developments of asbestos related legislation have been significant and brought about incrementally ever since the first asbestos specific EU legislative piece saw the light of day back in 1983⁶. This directive and its amendments are currently being codified⁷, thus making it much more user friendly for everybody concerned (including the professionals

⁵ The Institute for Employment studies UK was commissioned by the Health and Safety Executive to conduct a research project to examine maintenance worker's awareness, attitudes and behaviour towards asbestos risks including an examination of the barriers which discourage such workers from taking appropriate risk assessment behaviour and the actions revealed as necessary by these assessments;

⁶ Council Directive 83/477/EEC of 19 September 1983 on the protection of workers from the risks related to exposure to asbestos at work (second individual Directive within the meaning of Article 8 of Directive 80/1107/EEC)

⁷ Council Directive 91/382/EEC of 25 June 1991 amending Directive 83/477/EEC on the protection of workers from the risks related to exposure to asbestos at work (second individual Directive within the meaning of Article 8 of Directive 80/1107/EEC), and Directive 2003/18/EC of the European Parliament and of the Council of 27 March 2003 amending Council Directive 83/477/EEC on the protection of workers from the risks related to exposure to asbestos at work (Text with EEA relevance)

⁸ In addition, Directive 2007/30/EC of the European Parliament and of the Council of 20 June 2007 amending Council Directive 89/391/EEC, its individual Directives and Council Directives 83/477/EEC, 91/383/EEC, 92/29/EEC and 94/33/EC with a view to simplifying and rationalising the reports on practical implementation, lays down that that reports on practical implementation are to be submitted by Member States.

more directly responsible for the respective implementation, like health professionals, labour inspectors and administrative staff) in terms of understanding the scope of the measures envisaged and their interrelatedness.

However such improvements cannot do away with the fact that the risks posed by asbestos will remain for as long as buildings and others asbestos containing structures will exist, erected in the past with asbestos as one of its constituting materials (normally used as insulators). Maintenance and demolition work on these will represent a very serious risk for the workers involved, thus calling for adequate guidance and training if exposure to asbestos materials and dust during the mentioned demolition and maintenance work are to be minimised to no risk levels, thus protecting workers and preventing the worst consequences of exposure to asbestos from coming about, which can be deadly.

The European Commission is concerned over the possibility that economic considerations may still tempt employers to make savings where protective measures may be deemed to increase costs and impact on profitability. This may be due to either ignorance, a concern with costs of prevention measures (including training of workers), or both. However, improvement of workers' safety, hygiene and health at work is an objective which should not be subordinated to purely economic considerations. The employers are key decision-makers in the field of practical implementation of occupational safety and health measures; therefore it is also important to provide them with the necessary tools that will facilitate their prevention work even if dividends, because of the specificities of the ill health forms feared here, may not be perceived for quite some time.

As indicated above, when asbestos related forms of ill health do show up they are often of a very serious nature and put a lot of suffering on the workers concerned and respective families – this factor alone should be enough to justify measures aimed at reducing the long term burden of asbestos exposure, irrespective of any economic considerations in the perspective of the company; another significant burden is the one impacting on national health and compensations systems. Some developments lead us to believe that, if anything, the respective importance is likely to grow to levels that, some fear, may be difficult to sustain by public authorities.

The recent experience of France implementing the so-called FIVA (*Fond d'Indemnisation aux Victimes de l'Amiante*) brought about a significant change as regards on whom the onus of proof should lay and has done away with some legal wranglings where typically workers would find themselves at a very disadvantaged position in that not only did they find themselves at a loss because of being the ones actually touched by serious forms of ill-health, they also had to bear the grunt of legal battles at a moment of their lives where both time, energy and of course resources were more wanting.

The French example may be an indication of possible trends that other Member States may or not decide to follow – still, it is best to presently try and avoid any worsening of the situation. Systematic information on costs of asbestos related ill health is not yet available from administrative statistical data sources or regular surveys on health and safety at work so, given the long term effects of asbestos exposure, one can reasonably expect this type of health effect to be even less well documented, if at all, insofar as negative impacts on the company concerned may or not have been proven, even where models on work-related ill health have been developed. In order to enable companies, authorities and all those involved in preventing asbestos related forms of ill health at various levels to get an overview of both costs and benefits for an employer, a study is underway, under the auspices of the European Commission, to analyse the incremental benefit that companies may realise if prevention measures permitting to avoid work-related ill-health are undertaken. Although the focus of the analysis is from a company's perspective, the results will enable all key-players involved in prevention to see both costs and benefits of prevention of occupational risks and accident factors.

2. Purpose of the Contract

This invitation to tender invites bids for the preparation of practical guidelines for the training of asbestos removal workers both as part of their main, identifiable, remit, i.e. workers with a duty to

remove identified asbestos, meaning in principle that such workers have been made aware of the risks they incur, and less well informed workers that may come across asbestos containing structures during more general maintenance/removal work. Circumstances typical of the latter may be much more widespread than believed, let alone known, and the guidelines should address such circumstances, bearing in mind namely that the group concerned may not have got specific training and that, as such, has a greater need of practical guidelines than the formerly described, more 'knowledgeable' (in principle) group.

3. Tasks to be performed by the Contractor

3.1. Description of the tasks

In preparing the practical guidelines an analysis of possible good or best practice examples already in place shall be carried out. To the extent that current asbestos related legislation foresees such training, an evaluation of the costs of asbestos exposure at work related forms of ill health and of the benefit to enterprises if they develop an effective prevention of occupational risks is desirable. In this particular context however, given that the long latency periods involved in typical cases of asbestos exposure may make it difficult for enterprises to be able to prove returns on investment in a typical, short or even medium term form, benefits may be purported to be obtained or obtainable indirectly, i.e. positive impacts on the enterprise at the level of its public image as a 'caring' enterprise, rather than with a typical 'return on investment' model with hard data.

The contractor is asked to develop practical guidelines that operators responsible, in particular, for maintenance and demolition work should follow with a view to avoid exposure of the workers concerned to asbestos fibres. This includes workers that typically have asbestos removal/maintenance work as part of their main, identifiable, remit, i.e. workers with a duty to remove identified asbestos, and less well informed workers that may come across asbestos containing structures during more general maintenance/removal work.

Such guidelines should take into consideration the need not only to protect workers from exposure but also that of avoiding environmental dissemination. While the construction industry may be the first one at stake here, to the extent possible all sets of circumstances should be envisaged.

One such example is ship dismantling/recycling. Commission services – the responsible Directorate General is the Environment DG – are currently working on a ship dismantling strategy since, among other things, concerns about widespread exposure of workers to asbestos fibres during dismantling/recycling work have arisen.

While acknowledging that the specificity of such activities may be different from what may be typical of the construction sector, Commission services agree that risk avoidance should be aimed for here as well. By default one expects current safety and health at work legislation on protection of workers against asbestos exposure to be also applicable in ship dismantling/recycling. However, as regards practical guidelines for the training of asbestos removal workers, these should be drafted in such a way that, to the extent possible, takes account of the specificities of this (and other) settings.

The guidelines being aimed for as a result of this work should take into consideration any already existing ones – when carrying out its work, the contractor should include a critical analysis of those identified and provide indication of the extent into which the respective practices and guidelines described allow for a correct achievement of the ultimate objectives of trying to avoid workers exposure to asbestos and environmental dissemination.

The guidelines to be drafted shall be clear in particular relative to which types of asbestos fibres they will apply to, on the understanding that different types of asbestos fibres may pose risks of different degrees – the base line protection level however should not tolerate risks as described by the current EU legislation in force.

Work should include carrying out an analysis and evaluation of the costs of work-related asbestos specific forms of ill health and of the incremental benefit to enterprises if they develop an effective prevention policy in occupational health and safety matters. This shall be done based on desk research and multiple case studies taking into account different insurance systems in Member States.

The contractor shall conduct multiple case studies and make a detailed contextual analysis of a number of cases of work-related asbestos specific forms of ill-health and the relationships between their causes and consequences.

Work-related ill health shall be defined as in the 1999 Labour Force Survey (LFS) ad hoc module according to which a work-related health problem covers all diseases, disabilities and other physical or psychological health problems, apart from accidental injuries, suffered by the worker, and caused or made worse by the work.

The choice of the focus of analysis should be also based on relevance to existing or potential European policies of prevention for health and safety at work.

With regards to work-related, asbestos specific, forms of ill health the contractor should try to take into consideration all significant employment parameters within the scope of occupational safety and health that contribute to the likelihood of exposure to asbestos during maintenance/removal work e.g. too much physical or mental stress, too few brakes, poor lighting or ventilation, uncomfortable seating, insufficient guidance, etc.

The outcome shall be the preparation of a report and a draft publication titled "Proposal for Commission practical guidelines for the training of workers involved in work with asbestos either during removal or maintenance work" by the contractor to be submitted to the Commission. The report shall address all the items under section 3 of these specifications.

3.2. Specific tasks

- 3.2.1.** Collecting and analysing information from existing data sources and describing correct approaches to preventing work-related, asbestos exposures and various factors that influence, determine and/or facilitate such exposures depending on a number of variables like: the sector of economic activity, size of the company, worker's age, sex, previous training, socio-economic status; and any confounding and/or contributing factors.
- 3.2.2.** Conducting a multiple case study to assess and describe different approaches to tackling safety issues posed during removal and maintenance work where asbestos exposure is likely or possible; enterprises operating in different EU Member States should be targeted in order to collect robust quantitative and monetary information on the various types of solutions found in different Member States. The enterprises approached shall be a representative sample for typical sectors of economic activity in terms of size, the level of subcontracting and working process involved. Employees' age, sex, occupational status etc. shall be representative for the distribution of these variables in the sector.
- 3.2.3.** In the next step the contractor should investigate, based on typical scenarios of exposure to asbestos, how they could have been prevented and estimate costs of the measures that, if undertaken, would have permitted to avoid them and the likely specific health problems feared from such exposures.

The development of a coherent overall set of preventive measures and attitudes on policy and good working conditions includes, besides acquisition of technology, safety equipment and devices, often considerable input in organization of work, training, development and maintenance, and all of these costs should be imputed, assessed and finally find their 'raison d'être' in the practical guidelines requested.

In performing this task the contractor should, where a contractual link with an employer exists, take into consideration obligations of employers and their responsibility to take the general measures necessary for the safety and health protection of workers such as: avoiding risks, combating at source risks that cannot be avoided, adapting the work to the individual and adapting to technical progress. It should be also analysed, firstly, whether, if applicable, the employer followed the rule

of replacing the dangerous by the non-dangerous or the less dangerous and gave collective protective measures priority over individual protective measures and secondly, how implementing such measures compared in the incremental cost-benefit ratio.

3.2.4. The comparison of data collected through case studies should enable the contractor to compare the costs of ineffective health and safety management and the business benefits of good health and safety management. As indicated, given the long latency periods typical of forms of ill-health due to asbestos exposure, it may be difficult to apply typical return on investment models here. Still and to the extent possible, calculations in terms of returns in softer forms such as a positive image of the company may substitute the former. This may subsequently impact on staff turnover, maintaining qualified and skilled staff etc.

3.2.5. The contractor must submit a methodology that will demonstrate how a critical literature review on different guidelines, depending namely on the circumstances, business sector, workers group and respective differentiation, etc. will be conducted. The presented methodology should also include a detailed explanation on how the different scenarios and/or case studies should be approached. The tenderers are asked to explain how they will select and approach a balanced sample of enterprises across different, if applicable, sectors of economic activity and different Member States taking into account specific characteristics in terms of risk exposures and socio-economic features: size of enterprises, prevalence of subcontracting, demographic characteristics of workers (e.g. age, sex, occupation). As a typical, while as yet difficult to quantify, situation may be that of sole traders, this specific set of workers, working without any supervision, should be targeted as well.

The bid should include a description of the approach and methodology with regard both to data gathering and analysis

3.2.6. The contractor shall prepare a draft guidelines sample publication of at least 50 pages, including the methodology and the main results in an accompanying report.

The drafts mentioned in the previous paragraph will be created in a standard electronic format enabling modifications for later publication on paper and on the websites of DG EMPL of the European Commission.

3.2.7. On the basis of a study period of fifteen months, the tenderer is asked to provide a detailed work plan for the distribution of tasks over time with reference to how the objectives of the analysis of data will be achieved and timetable of working meetings with the Commission's service in charge.

3.3. Guide on how the activities shall be carried out

The PROGRESS Programme aimed at promoting gender mainstreaming in all its five policy sections and commissioned or supported activities. Consequently, the Contractor will 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 the requested tasks includes a gender perspective by considering systematically women and men 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 in particular entail that where the Contractor organises training sessions, conference, issues publications or develops dedicated websites, people with disabilities 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 shall foster an appropriate mix of people, whatever their ethnic origin, religions, age, and ability.

The Contractor will be required to detail in its activity report accompanying the request for the final instalment the steps and achievements it made towards meeting these contractual provisions.

4. Expertise required ⁹

See Annex IV.

Specific requirements other than those mentioned in Annex IV

In order to carry out the required analyses and assessments properly in a way that lets the Commission feel confident that the tasks can be effectively carried out to its satisfaction; tenderers must have solid background knowledge and experience in the following areas:

- Socio-economic analysis in issues related to the protection of safety and health and the working environment;
- Evaluation of the technical merits of measures for the prevention of occupational risks
- Risk assessment methodologies aimed at addressing specific safety and health risks, preferably in workplace settings;
- Evaluation of approaches to managing occupational safety and health
- Drafting of guidelines, or at least of drafting guidance to tackle specific health risks, preferably in workplace settings;
- Use of statistical information and its analysis

Tenderers are required to provide evidence of their experience and competence in the aforementioned areas.

The contractor must also have the ability to communicate with:

- Member States responsible services/sectors, in particular health and safety at work ones, and/or safety and health at work professionals and agents.
- The risk assessment community,
- Undertakings and enterprises in different sectors of economic activity and of different size, in particular with SMEs, and
- Their employees in Member States concerned by this invitation to tender.

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

See Article I.4.

Specific requirements other than those mentioned in Article I.4 (e.g. schedule of interim reports)

5.1. Specific deadlines for the performance of tasks

The work must be carried out in not more than **fifteen (15)** months from the date on which the contract is signed. It will cover the following stages:

1. Not more than thirty (30) days after signature of the contract, the contractor will submit to the European Commission (Unit EMPL F/4), and then present at a meeting with the Commission department responsible (EMPL F/4) in Luxembourg, a detailed account of the methodology, work plan and approach which the contractor intends to use, together with the work timetable.

⁹ See Article II.1 as regards the replacement of experts.

The methodologies, the approach adopted, the work plan and the work schedule will be submitted by the contractor in English.

2. Within four (4) months of signing the contract, the contractor will send to the European Commission (Unit EMPL F/4), and then present at a meeting with the Commission department responsible (EMPL F/4) in Luxembourg, an interim report describing progress in relation to the timetable laid down. This interim report will contain a summary of the results obtained so far and a first draft of the guidelines. The interim report should include sufficient information to permit reorientation, if appropriate and required and will contain the information:

- a) On the remaining work to be carried out;
- b) Any particular problems encountered that would have a notable effect on the tasks to be carried out;
- c) Information and clear references on sources of information used and to be used and the value of their methodologies if appropriate

This interim report must be in English and should be presented and discussed at a meeting of the Commission department responsible (EMPL F/4) in Luxembourg.

3. Eight (8) months after signature of the contract, the contractor will send the European Commission (Unit EMPL F/4), and submit to the Commission department responsible (Unit EMPL F/4) in Luxembourg, a preliminary draft of the final guidelines. This preliminary draft of the final guidelines will be supplied in English and should also be presented and discussed at a meeting of the Commission department responsible (EMPL F/4) in Luxembourg.
4. Twelve (12) months after signature of the contract, the contractor will submit a draft of the final guidelines to the European Commission (Unit EMPL F/4). This final draft will comprise the work methodology used and all information and documents as set out in sections 2 and 3.2 of these specifications which were used to draw it up. It will also contain the preliminary electronic draft version of the publication as provided for in section 3.2.6 of these specifications. Both the draft of the final guidelines and the preliminary draft publications will be provided in English.
5. The European Commission (Unit EMPL F/4) may submit objections and comments to the contractor within 60 days of receipt of the final draft of the guidelines and the draft publications. The contractor will then have 30 days to present the final guidelines and the draft final publication, taking the Commission's objections and comments into account or presenting another point of view. When submitting the final guidelines and the draft final publication, the contractor may obtain written confirmation of acceptance.
6. If the European Commission (Unit EMPL F/4) has not submitted any objections and/or comments 60 days after submission of the draft of the final guidelines and the draft final publication, these will be considered definitive. The contractor will then have one month within which to submit the final guidelines in English and French, and the draft final publication in English.

The detailed methodologies and work plan, together with the various reports, draft guidelines and draft publication referred to in this section, will be submitted to the European Commission (Unit EMPL F/4) both on paper (in triplicate) and in a standard electronic format. The graphs and other illustrations must also be presented in a standard electronic format compatible with the systems used at the Commission, and separately to facilitate publication either on paper or on the Commission's websites (DG EMPL). The contractor must also provide a copy of the information collected and used in preparing the final guidelines. At the contractor's request, this information will be treated as confidential. The contractor will also authorise the publication of all illustrations and/or graphs contained in the publications free of copyright.

5.2. Publicity and information requirements

- 1.- As a matter of principle, with a view to favouring valorisation by the European Commission of all results obtained and outputs delivered under PROGRESS programme, the Contractor will be required to provide - either upon specific request or in any event with the final activity report - for each of the tasks required under the present Call the following:
 - Presentation of their key points in one page. Key points should be concise, sharp and easily understandable. They shall be provided in English, French and German. Other Community languages would be welcome even if not compulsory.
 - And an executive summary in 5/6 pages in English, French and German unless otherwise more precisely described in the section "tasks to be carried out".
- 2.- In accordance with the General conditions, the Contractor is under the obligation to acknowledge that the present service is delivered on behalf of the Community in all documents and media produced, in particular final delivered outputs, related reports, brochures, press releases, videos, software, etc, including at conferences or seminars, as follows.

"This (publication, conference, training session) is supported by the European Community Programme for Employment and Social Solidarity (2007-2013), managed by the Directorate-General for Employment, social affairs and equal opportunities of the European Commission. This programme was established to financially support the implementation of the objectives of the European Union in the employment and social affairs area, as set out in the Social Agenda, and thereby contribute to the achievement of the Lisbon 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.

PROGRESS mission is to strengthen the EU contribution in support of Member States' commitments and efforts to create more and better jobs and to build a more cohesive society. To that effect, PROGRESS will be 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;*
- *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.*

For more information see:

http://ec.europa.eu/employment_social/progress/index_en.html

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 service, the Contractor will insert the European Union logo, and if any another logo developed for the employment and social solidarity fields, and mention the European Commission as the Contracting Authority in every publication or related material developed under the present service contract.

5.3 Reporting requirements

PROGRESS will be implemented through a results-based management - RBM. Managing for outcomes and results is about working to maximise results for European citizens. This includes:

- Identifying the most important results for European citizens;
- Managing for these results, including setting clear desired results, implementing plans based upon these results and learning about 'what works' in the process;
- *Seizing opportunities to work together whenever this helps achieve the results.*

As a first step, a Strategic Framework for the implementation of PROGRESS has been developed in collaboration with Member states and organisations from the civil society. The Strategic Framework provides the framework for implementing PROGRESS, complemented by the Performance Measurement, which defines PROGRESS mandate, its long-term and specific outcomes. See in Annex III the overview of PROGRESS performance measurement framework. For more information on the strategic framework, please visit PROGRESS website.

The Commission will in that context monitors the effect of PROGRESS supported or commissioned initiatives and considers how these initiatives contributes to PROGRESS outcomes as defined in the Strategic Framework. In that context, the Contractor will be asked to loyally work in close cooperation with the Commission and/or persons authorised by it to define their expected contributions and the set of performance measures against which their contribution will be assessed. The Contractor will be asked to collect and report on its own performance on a regular basis to the Commission and/or persons authorised by it. 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 rights of access.

6. Schedule of audits to be carried out in accordance with Article II.17 of this Contract

.....

Contractor's Tender

ANNEX II

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See attached document: pages.

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ANNEX III Breakdown of prices

1. Breakdown of prices

Description	Unit price in €	Max. No of units	Unit type	Sub-total per item	Total amounts in €
FEES AND DIRECT COSTS (fixed prices)					
Experts' fees (to be specified for each specific task)					0,00
Details	0,00	0	w.d.	0,00	
Other direct costs (to be specified)					0,00
Details	0,00	0	unit	0,00	
Sub-total "Fees and Direct Costs" (Art. I.3.1)					0,00
REIMBURSABLE EXPENSES (max. prices)					
Travel expenses					0,00
Journeys for experts as mentioned in Annex I					
Details	0,00	0	trip	0,00	
Provision for supplementary journeys upon request of the Commission					
Details	0,00	0	trip	0,00	
Accommodation expenses					0,00
Hotel expenses for experts as mentioned in Annex I					
Details	0,00	0	pers..	0,00	
Provision for supplementary accommodation expenses upon request of the Commission					
Details	0,00	0	pers.	0,00	
Subsistence expense					0,00
Subsistence expenses 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)					
Calculation base	0,00				
Contingencies: approx. % of calculation base		0	%	0,00	
Sub-total "Reimbursable Expenses" (Art. I.3.3)					0,00
Overall Total				maximum	300,000 €

w.d. =1 working day for 1 expert

Additional information to the Breakdown of prices

See attached document: pages.

2. Calculation of amounts due under the present Contract

2.1. Fees

Initial calculation based on unit price(s) per w.d. of expert(s) depending on the level of qualification of the expert(s) executing the mission. The unit price(s) is (are) expected to cover the expert(s) fees, the

Contractor's administrative expenses, as well as the costs of producing the contractual number of copies of the required report(s) ¹⁰ 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;
- 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
AT	Austria	95,00	130,00
BE	Belgium	92,00	140,00
BG	Bulgaria	58,00	169,00
CY	Cyprus	93,00	145,00
CZ	Czech Republic	75,00	155,00
DE	Germany	93,00	115,00
DK	Denmark	120,00	150,00
EE	Estonia	71,00	110,00
EL	Greece	82,00	140,00
ES	Spain	87,00	125,00
FI	Finland	104,00	140,00
FR	France	95,00	150,00
HR	Croatia	60,00	120,00
HU	Hungary	72,00	150,00
IE	Ireland	104,00	150,00

Destinations		DSA in EUR	Maximum hotel price in EUR
IT	Italy	95,00	135,00
LT	Lithuania	68,00	115,00
LU	Luxembourg	92,00	145,00
LV	Latvia	66,00	145,00
MK	F.Y.R. of Macedonia	50,00	160,00
MT	Malta	90,00	115,00
NL	The Netherlands	93,00	170,00
PL	Poland	72,00	145,00
PT	Portugal	84,00	120,00
RO	Romania	52,00	170,00
SE	Sweden	97,00	160,00
SI	Slovenia	70,00	110,00
SK	Slovakia	80,00	125,00
TR	Turkey	55,00	165,00
UK	United Kingdom	101,00	175,00

¹⁰ All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

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.

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ANNEX IV CVs and classification of experts

1. Classification of experts according to level of expertise

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

2. List of experts assigned

<i>Full names of experts assigned</i>	<i>Level of Qualification (I to iv, see above)</i>
M.....	
M.....	
M.....	

3. CVs of experts assigned

See Annex II.

Fiscal provisions regarding invoicing by the Contractor

Choose 1 out of 4 options:

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

Local supplies and services

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

1. VAT exemption – Exemption level

In Belgium, the terms of the present Contract have the same value as the VAT exemption request No 450 (VAT exemption – Article 42, § 3.3, VAT Code).
The European Commission benefits of a direct VAT exemption for all invoices EUR 123.95 and more.

2. Invoicing the Commission

An invoice will be made for each payment related to the present Contract. The applied VAT rate and amount shall be specified.

In view of VAT exemption, invoices addressed to the European Commission should bear the mention:

“Exonération de la TVA, article 42, § 3.3, du code de la TVA” or

“Vrijstelling van BTW, artikel 42, § 3.3, BTW-Wetboek”.

The above indication is given only as piece of information. The Contractor must refer to the Belgian national laws.

- **(option 2: the Contractor is subject to VAT and his place of fiscal imposition is a Member State other than Belgium)**

Intra-community supplies and services

Supplier with fiscal imposition place in a Member State other than Belgium – delivery address in Belgium

1. VAT exemption level

The European Commission benefits of a direct exemption of VAT for all invoices of EUR 123.95 and more.

2. Use of form 15.10

To allow the Contractor to justify to the fiscal authorities an invoicing to the European Commission using a 0% VAT rate (direct exemption) or to enable the benefit of the exemption by reimbursement, it is necessary to use the form 15.10.

These forms have recently been up-dated, and the new versions are the only ones to remain in official use. They entered into force on 01.04.1997, with a new ref. XXI/03278 – 01.04.1997.

See attached document: 2 pages and 1 page of explanatory notes.

3. Signature of the form 15.10 – Delegation of signature

The forms must normally be signed by the fiscal authorities of Belgium. However, a delegation of signature has been awarded by the Belgium authorities to the European Commission – ref. ET 76430 of 22.12.1992 (this ref. No. should be inserted in box 7 of new form 15.10). The Commission being represented for the present Contract by Jose Ramon BIOSCA DE SAGASTUY, Head of Unit - EMPL/F/4 of Employment, Social Affairs and Equal Opportunities DG, form 15.10 will therefore be signed by the latter.

4. Invoicing the Commission

An invoice will be made for each payment related to the present Contract. The applied VAT rate and amount shall be specified. Concerning the direct VAT exemption or VAT exemption by the way of reimbursement, the invoice shall bear all the necessary mentions.

The above indication is given only as piece of information. The Contractor must refer to the national laws in force in his Member State of fiscal imposition.

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- **(option 3: the Contractor is not subject to VAT)**

Not applicable to the present Contract.

- **(option 4: the country of fiscal imposition of the Contractor is unknown)**

Provisions to be applied depending on the country of fiscal imposition of the Contractor..

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