



European Centre for the  
Development of Vocational Training  
**Procurement Service**

Thessaloniki, 17/04/06

**OPEN INVITATION TO TENDER**  
**CEDEFOP No: AO/E/TPE/EN-GR-FR-DE-IT-ES/008/06**

*“Provision of language courses for Cedefop staff”*

**TENDER CONDITIONS**

Dear Sir/Madam,

1. With reference to the open invitation to tender “Provision of language courses for Cedefop staff”, published in the Supplement to the Official Journal of the European Union No 2006/S 74-076802 on 15/04/2006, please find enclosed the necessary documents.

The purpose of this invitation to tender is to conclude a ‘multiple framework contract’ in accordance with the attached Tendering Specifications.

**If you are downloading these documents from our website, kindly send us an e-mail ([C4T-services@cedefop.eu.int](mailto:C4T-services@cedefop.eu.int)) notifying us.**

2. If you are interested in this contract, you should submit a tender *in triplicate* in one of the official languages of the European Union (preferably in English).
3. You may choose to submit the tender:
  - a) either by post or by courier not later than 30.05.2006 in which case the evidence shall be constituted by the date of despatch, the postmark or the date of the deposit slip, to the following address:  
European Centre for the Development of Vocational Training (Cedefop),  
**Procurement Service**  
For the attention of **Mr C. F. Lettmayr**  
PO Box 22 427  
GR – 55102 Thessaloniki  
Greece

(b) delivered by hand not later than 17:00 on 30.05.2006 to the following address:

European Centre for the Development of Vocational Training (Cedefop),  
**Procurement Service**  
 Attention of **Mr C. F. Lettmayr**  
 Europe 123,  
 GR-57001 Thessaloniki-Pylea  
 Greece

In this case, a receipt must be obtained as proof of submission, signed and dated by the official in the above mentioned Service who took delivery. Cedefop is open from 9.00 to 17:00, Monday to Friday. It is closed on Saturday, Sunday and Cedefop's holidays.

4. Tenders must be placed inside two sealed envelopes. The inner envelope, addressed to the service indicated above, should be marked as follows:

**OPEN INVITATION TO TENDER**  
**CEDEFOP No: AO/E/TPE/EN-GR-FR-DE-IT-ES/008/06**  
*'Provision of language courses for Cedefop staff'*

**LOT No**

**Tender from (name of tenderer):**

**NOT TO BE OPENED BY THE INTERNAL MAIL SERVICE**

If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

5. All the documents that must be produced in order to tender are listed in the attached Tendering Specifications. The draft multiple framework contract is annexed to the Tendering Specifications.
6. Tender must be:
- Signed by the Tenderer or his duly authorised representative;
  - Perfectly legible so that there can be no doubt as to words and figures.
7. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the specifications and in the draft multiple framework contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the Tenderer to whom the contract is awarded for the duration of the contract.
8. The opening of tenders will take place at Cedefop on 15.06.2006. Each tenderer may be represented at the opening of tenders by one person. The name of the person attending the opening must be notified in writing by fax (Fax No +30 2310 490 028) or by e-mail ([C4T-services@cedefop.eu.int](mailto:C4T-services@cedefop.eu.int)) no later than 17:00 on 13.06.2006.
9. Period of validity of tenders, during which tenderers may not modify the terms of their tenders in any aspect: 6 months from 30.05.2006.
10. Contacts between the contracting authority (Cedefop) and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

- Before the final date for submission of tenders:

At the request of the Tenderer, the Cedefop Procurement Service may provide additional information solely for the purpose of clarifying the nature of the contract. Any request for additional information must be made in writing by fax (fax No +30 2310 490 028) or by e-mail ([C4T-services@cedefop.eu.int](mailto:C4T-services@cedefop.eu.int)).

Request for additional information received less than five working days before the closing date for submission of tenders will not be processed.

The contracting authority may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tender.

Any additional information including that referred to above will be sent simultaneously to all Tenderers who have requested the specifications.

- After the opening of tenders:

If clarification is required or if obvious clerical errors in the tender need to be corrected, the contracting authority may contact the Tenderer provided the terms of the tender are not modified as result.

11. This invitation to tender is in no way binding on Cedefop. Cedefop's contractual obligation commences only upon signature of the contract with the successful Tenderer.

Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure, without the candidates or Tenderers being entitled to claim any compensation. This decision must be substantiated and the Tenderers notified.

12. You will be informed whether or not your tender has been accepted.

Yours sincerely,

Christian F. Lettmayr  
Deputy Director

Attached: tendering specifications

**OPEN INVITATION TO TENDER No:**

**AO/E/TPE/EN-GR-FR-DE-IT-ES/008/06**

***“Provision of language courses for Cedefop staff”***

**Tendering specifications**

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Annex II: Draft multiple framework contract

Annex III: Legal entity form [http://europa.eu.int/comm/budget/execution/legal\\_entities\\_en.htm](http://europa.eu.int/comm/budget/execution/legal_entities_en.htm)

Annex IV: Financial Identification Form

[http://europa.eu.int/comm/budget/execution/ftiers\\_en.htm](http://europa.eu.int/comm/budget/execution/ftiers_en.htm)

## **ABOUT CEDEFOP**

Cedefop is a decentralised Agency funded by the European Commission whilst being operationally independent. Cedefop's Management Board consists of representatives of the Commission, the governments of the Member States and employers' and employees' organisation from all the Member States. Norway and Iceland participate as observers.

Cedefop founding Regulation in 1975 cites the aim of Cedefop being "to assist the Commission in encouraging, at Community level, the promotion and development of vocational training and of in-service training". Initially located in Berlin, Cedefop has been based in Thessaloniki, Greece, since 1995.

Cedefop is the European Union reference centre for vocational education and training.

The mission of Cedefop is to monitor developments in the field of vocational education and training in Europe with a view to providing policy-makers and practitioners at all levels of vocational education and training (VET) in the EU and EEA (Commission, Member States and Social Partners) with relevant information on vocational education and training systems, policies, research, present practice and future trends, enabling them to take informed decisions on policy development and future action.

### **1. OBJECT OF THE CONTRACT**

#### **1.1 Description of the contract(s)**

- **Description of the object and purpose of the contract(s)**

Cedefop intends to conclude multiple framework contracts for the organisation and implementation of language courses for its staff. The general objective is to develop the language skills of staff to allow them to better perform their duties and to communicate more effectively. The target group is the staff of Cedefop who come from various countries and different linguistic backgrounds.

- **Site or location of performance**

Cedefop premises, 123 Europe str., Thessaloniki (Pylaia) or if necessary, in some specific cases, at the premises of the tenderer.

- **Division into lots**

The present call for tender is divided into 6 lots:

- Lot 1: provision of English language courses
- Lot 2: provision of Greek language courses
- Lot 3: provision of French language courses
- Lot 4: provision of German language courses
- Lot 5: provision of Italian language courses
- Lot 6: provision of Spanish language courses

Tenderers may submit tenders for one lot or for more than one lot. Please note that in the case where you tender for more than one lot, a separate tender must be made for each lot. Each individual lot will be examined separately.

- **Variants**

Variants will not be accepted.

- **Total quantity or scope**

The estimated volume (in hours) of all services for each lot per year is:

- Lot 1: 450 h/year
- Lot 2: 700 h/year
- Lot 3: 250 h/year
- Lot 4: 125 h/year
- Lot 5: 100 h/year
- Lot 6: 125 h/year

The average price for each type of course has been set up at €29 per hour.

## 1.2 Duration of the multiple framework contract(s)

The contract shall enter into force on the date of signature and shall be valid for a period of 1 year. The multiple framework contract(s) may be renewed automatically up to three times under the same conditions.

## 2. LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION

### 2.1 Conditions relating to the contract

- **Main term of financing and payment**

Payments will be made 30 days after submission of invoices and under the conditions set out in the draft multiple framework contract(s).

- **Legal form to be taken by the grouping of suppliers**

Grouping, irrespective of their legal form, may submit bids. Tenderers may, after forming a grouping, submit a bid on condition that it complies with the rules of competition. Such grouping (or consortia) must specify the company or person heading the project and must also submit a copy of the document authorising this company or person to submit a bid. If awarded, the contract will be signed by the company or the person heading the project who will be, vis à vis Cedefop, the only contracting party responsible for the performance of this contract. Tenders from consortia of firms or group of service providers, contractors or suppliers, must specify the role, qualifications and experience of each member or group.

- **Subcontracting**

Subcontracting is allowed but it is subject to the approval of the awarding authority (Cedefop). If awarded, the contract will be signed by the tenderer who will be the only contracting party responsible for the performance of the contract.

### 2.2 Conditions for participation

#### 2.2.1 Conflict of interests

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 Cedefop in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.



### 2.2.2 Legal position – means of proof required

Tenderers must indicate in which State they have their headquarters or domicile and to present the supporting evidence normally acceptable of that country law. In addition, they should provide evidence of their inscription in the professional/trade register. Tenderers are therefore requested to complete the Legal entity form in annex III and provide the requested documents.

### 2.2.3 Exclusion of tenderers

- **Grounds for exclusion**

To be eligible for participating in this contract award procedure, Tenderers must certify that they are not in one of the situations listed below:

- 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 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 organization or any other illegal activity detrimental to the Communities' financial interests;
- f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in a serious breach of contract for failure to comply with their contractual obligations.

Contracts may not be awarded to Tenderers who, during the procurement procedure:

- are subject to a conflict of interest;
- are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

- **Means of proof required**

Cedefop will accept, as satisfactory evidence that the tenderer is not in one of the situations described in point a), b) or e) above, production of a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.

Cedefop will accept, as satisfactory evidence that the Tenderer is not in the situation described in point d) above a recent certificate issued by the competent authority of the State concerned. Where no such certificate is issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative

authority, a notary or a qualified professional body in his country of origin or provenance.

Cedefop reserves the right to check the situation described in points c) and f).

#### 2.2.4 Selection criteria

Tenderers are required to prove that they have sufficient economic, financial, technical and professional capacity to perform the contract.

- **Economic and financial capacity – means of proof required**

Proof of economic and financial capacity may in particular be furnished by at least one of the following documents:

- appropriate statements from the banks or evidence of professional risk indemnity insurance;
- balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed (where publication of the balance sheet is required under the company law of the country in which the economic operator is established);
- a statement of overall turnover and turnover concerning the services covered by the contract during the last three financial year.

- **Technical and professional capacity – means of proof required**

Evidence of the technical and professional capacity may be furnished on the basis of the following documents:

- educational and professional qualifications of the service provider and those of the person(s) responsible for providing the service (CVs).
  - In particular, the proposed teachers should have:
    - a university degree in the field of languages
    - at least 3 years' experience of teaching the language to adults
    - experience of working in an international environment
    - a good knowledge of English (to facilitate the training of lots 2-6)
  - Tenderers must specify at least one reserve teacher whose CV must be included in their tender.
- list of principal services provided in the past three years with the sums, dates and recipients
- an indication of the proportion of the contract which the service provider may intend to subcontract

- **Evaluation of tenders**

Only the tenders meeting the requirements of the selection stage will have their offers evaluated.

### 2.3 Other documents to be provided

- **Individual(s) entitled to sign the contract**

Tenderers should submit a statement containing the name and position of the individual(s) entitled to sign the contract

- **Financial Identification Form**

The financial identification form in annex IV must be sent, duly completed and signed, with the tender.

### 3. TECHNICAL SPECIFICATIONS FOR LOT 1 TO 6

#### 3.1 GENERAL INFORMATION

These technical specifications cover the following 6 lots and the relative possible levels:

<b>LOT</b>	<b>LANGUAGES</b>	<b>Possible LEVELS</b>
Lot 1	English	Beginners, Advanced beginners, Intermediate, Upper Intermediate, Advanced, Perfection
Lot 2	Greek	Beginners, Advanced beginners, Intermediate, Upper Intermediate, Advanced, Perfection
Lot 3	French	Beginners, Advanced beginners, Intermediate, Upper Intermediate, Advanced, Perfection
Lot 4	German	Beginners, Advanced beginners, Intermediate, Upper Intermediate, Advanced, Perfection
Lot 5	Italian	Beginners, Advanced beginners, Intermediate, Upper Intermediate, Advanced, Perfection
Lot 6	Spanish	Beginners, Advanced beginners, Intermediate, Upper Intermediate, Advanced, Perfection

#### 3.2 ARRANGEMENTS FOR PERFORMING THE MULTIPLE FRAMEWORK CONTRACT

##### 3.2.1 Planning (organisation of the working relationship)

The successful contractor(s) will work in close cooperation with the Training Coordinator of Cedefop. Training courses likely to be requested in the medium term will be announced well in advance, so that courses can be properly planned.

##### 3.2.2 Teaching the language courses

The teaching methods to be used by the teacher(s) must be proposed and discussed with the Training Coordinator. They should be suited to the students' profiles, encourage their active participation and be based on the most modern technical aids.

New teaching projects suited to the language requirements of Cedefop will have to be developed as needed.

Content and examples should reflect the working and living reality of Cedefop's staff.

To facilitate training, the teacher(s) must have a good knowledge of English (for lots 2-6)

### 3.2.3 Requirements

As far as possible, the same teacher should be used throughout the period covered by a given order. If a teacher is unable to perform his or her duties, the Training Coordinator should be informed without delay and the teacher be replaced by another teacher of equivalent level and experience.

Prior approval of new teachers by Cedefop is required. The approval will be based on examination of a curriculum vitae.

### 3.2.4 Confidentiality

Strictest confidentiality is also required. Teachers might come in contact with confidential information during the course of their work.

All information and documents relating to performance of the contract should be seen as strictly confidential and not be divulged to third parties not even after completion of the tasks.

Any breach of confidentiality could result in:

- Cedefop terminating the framework contract
- and
- action being taken against individuals and/or the contractor.

## 3.3 SERVICES TO BE PROVIDED

There can be no provision of service without an order.

The services required are described below:

### 3.3.1 Teaching of the courses

These services should include the following:

#### ***3.3.1.1 Preparing, teaching and following up the course (a course being one language and one level), where applicable from the placement test at the outset to recognition of the results at the end***

For each course, the service-provider will be required to, before the beginning of each course, write a course description which must be kept permanently up-to-date. This description should be no more than 4 pages long and should indicate:

- the exact objectives of the course (in terms of skills to be acquired) and the subjects introduced;
- the course program;
- the learning methods and materials used;
- the method for evaluating students.

#### ***3.3.1.2 Additional tasks for which the service-provider is responsible***

The service-provider will have to perform certain tasks so that students can be monitored in a relevant manner.

This includes:

- recording the presence or absence (with reasons) of each student;
- executing written and oral placement tests to determine the level of students;
- further tests to monitor progress.

### 3.3.2 Quality control

The service provider will furthermore propose how the quality of the courses will be monitored. This could be for example feedback questionnaires, statistics on student achievements and follow-up on evaluation results (see also item 3.3.4 reports below).

### 3.3.3 Teaching aids

The preparation of teaching aids and materials to accompany training courses (such as photocopies of course components, photocopies of extracts of newspapers, reviews or magazines, various publications, audio/video cassettes, CDs, Internet sites etc.) is the responsibility of the contractor. These teaching aids and materials must be updated on a regular basis.

The cost of these teaching aids must be included in the price of the training.

Course handbooks, exercise books available on the market and original works produced by the contractor and needed for a course will be ordered and paid for by Cedefop.

The contractor will be required to indemnify Cedefop in full and undertake to provide compensation in the event of any action, claim or proceeding brought against the contractor by a third party because the contractor has infringed intellectual property rights in performance of the multiple framework contract(s), in particular in the use of teaching materials and aids in any form whatsoever.

### 3.3.4 Reports

Every 6 months, the contractor should submit a written report to the Training Coordinator of Cedefop. This report should describe the services provided during the period and the quality control.

These reports should be submitted within 60 days of the end of the semester and be produced entirely at the expense of the contractor.

## 3.4 FORMAT

### 3.4.1 How language courses are currently organised in Cedefop

The basic range of courses on offer includes basic courses of a general nature and specialised courses. Additionally, intensive courses and individual courses are held as required.

General, basic language courses are split into different levels from level 1 for beginners to level 6, designed to enable participants to acquire knowledge of the main skills they need for their work (written and oral comprehension and expression).

The duration of these courses is normally 64 hours per year, with either one two-hour lesson per week or two one-hour lessons per week over a total of 32 weeks.

Specialised courses designed to study certain specific aspects of a language in greater depth, such as report writing, taking notes and minutes, drafting letters and memos, speaking on the phone, analysing/summarising texts, etc. are held as required.

The duration of these courses is normally 20 hours each, with either one two-hour lesson per week or two one-hour lessons per week over a total of 10 weeks.

Intensive courses both for general language skills and specialised topics each lasting 20 hours are held as required.

Individual courses are also occasionally offered by Cedefop at a rate tailor-made to the individual.

### **3.4.2 Days and timetables**

With the exception of special arrangements, all classes are held on Cedefop's premises from Monday to Friday within the following time slots: 8.30-10.30 a.m., 12.00-3.00 p.m. and 4.30-7.30 p.m.

### **3.4.3 Number of students**

In principle and with exceptions, the number of students on each course may not be less than two (2) nor more than ten (10).

### **3.4.4 Cancellation of courses**

Cedefop reserves the right to cancel any course at two (2) working days' notice before the beginning of the course, by fax or email.

### **3.4.5 Premises and equipment**

For training given on Cedefop's premises, a training room with the following technical/teaching equipment will be available: television with video, tape recorder and/or CD player, whiteboard etc.

## **3.5 FORM AND CONTENT OF THE TENDERS**

### **3.5.1 Part one: Technical proposal**

The technical proposals must include the following information for the lots concerned:

- (1) Presentation of two (2) courses as mentioned under point 3.3.1 above. These two courses should be a reflection of those you undertake to provide to Cedefop if awarded the tender. As outlined in point 4.1 below, a detailed plan of both courses should be submitted with the tender.
- (2) Sample teaching materials for both courses
- (3) A Quality Control Plan as mentioned under point 3.3.2 above

### **3.5.2 Part two: Price quotation**

Price quotations must be made on a separate page and state the price per hour (1 hour = 60 minutes), irrespective of the size of the class and the level, for courses located at Cedefop's premises.

Tenderers must also state the price per hour (1 hour = 60 minutes), for courses located at their premises. This price will not be taken into consideration in the assessment of the financial offer (see point 4.2 below).

## **4. AWARD OF THE CONTRACT**

The bids which meet the selection criteria will be assessed in terms of quality and price.

The contract(s) shall be awarded to the Tenderer(s) submitting the bid which offers the best-value-for-money (best quality-price ratio).

A quality-price ratio will be calculated for each tender by dividing the score for quality by the price, thus indicating which tender represents the best value for money.

#### 4.1 Technical Evaluation of the tender

- **Plan of the courses**

The technical evaluation will be assessed on the ability of the tenderer to meet the purpose of the contract as described in 1.1 (Description of the contract(s)) and 3 (Technical Specifications for Lot 1 to 6) above. To this regards, for each lot, you should describe two courses designed specifically for Cedefop on the basis of the information provided in the technical specifications, demonstrating your ability to respond to specific orders placed with you.

The description of the courses should be structured as follows:

**a) TITLE OF THE TRAINING/COURSE**

**b) STRUCTURE AND CONTENT**

- target audience
- learning objectives
- speed / duration
- proposed methodology
- other

**c) TEACHING AIDS ILLUSTRATING EACH COURSE**

***Important:** Please use the above structure. It provides the committee responsible for awarding multiple framework contract(s) with a comparable basis on which to evaluate tenders. Any missing information will be treated as information not provided and evaluated accordingly. You will not be asked for additional information in such cases. **However, please note that the maximum allowed is four (4) pages per course in legible characters.***

- **Weightings to be applied**

The following weightings will be applied:

The technical quality will be assessed out of a maximum score of 100 points, in the light of the criteria set out below.

**(1) The presentation of the 2 courses mentioned under point 3.5.1 above. (75 points)**

This criterion will be evaluated on the basis of:

- The quality of the proposal, i.e. completeness, clarity and consistency (25 points)
- The proposed methodology (25 points)
- The innovative concept (15 points)
- The quality and relevance of the sample teaching materials (10 points)

**(2) Quality control (25 points)**

This criterion will be evaluated on the basis of:

- The practical mechanisms of the Quality Control Plan (15 points)
- The plans to adjust based on feedback from quality assurance checks (including processing of complaints)(10 points)

Tenderers scoring less than 50 point for the first criterion and/or less than 15 points for the second criterion, will not be considered technically acceptable. For remaining proposals at a comparable technical level, the contract will be awarded to the tenderer offering the best value for money.

#### **4.2 Financial Evaluation of the tender**

The financial evaluation will be assessed on the basis of the price of the tender. It is considered price of the tender the price per hour per course at Cedefop's premises, as specified in point 3.5.2, first paragraph, above.

- **Information concerning price**

- The price quoted must be fixed and not revisable for the entire duration of the contract;
- Prices must be quoted in euro and include all expenses
- Under article 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, Cedefop is exempt from all charges, taxes and dues, including value added tax (VAT). Such charges may not therefore be included in the calculation of the price quoted. The VAT amount must be indicated separately.
- All costs incurred in preparing and submitting tenders are the responsibility of the tenderers and cannot be reimbursed.



**ANNEX I**

**CONTRACT NOTICE**

**ANNEX II**

**DRAFT MULTIPLE FRAMEWORK CONTRACT**



European Centre for the  
Development of Vocational Training

**(DRAFT)**  
**MULTIPLE FRAMEWORK SERVICE CONTRACT**

The European Centre for the Development of Vocational Training, hereinafter referred to as "Cedefop", which is represented for the purposes of the signature of this multiple framework contract by Ms Aviana Bulgarelli, Director,

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

(hereinafter "the Contractor"), [represented for the purposes of the signature of this multiple framework contract by [name in full and 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 [complete] of [complete])

**Annex II** – Contractor's Tender (No [complete] of [complete])

**Annex III** – (A) [Order Form] [and]  
(B) [Specific Contract]

*which form an integral part of this multiple framework contract (hereinafter referred to as "multiple framework contract").*

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

Subject to the above, the several instruments forming part of the multiple framework 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 Cedefop, subject to the rights of the Contractor under Article I.8 should he dispute any such instruction.

## **I – SPECIAL CONDITIONS**

### **ARTICLE I.1 – SUBJECT**

- I.1.1** The subject of the multiple framework contract is [*short description of subject*].
- I.1.2** Signature of the multiple framework contract imposes no obligation on Cedefop to purchase. Only implementation of the multiple framework contract through orders and specific contracts is binding on Cedefop.
- I.1.3** Once implementation of the multiple framework contract has commenced, the Contractor shall execute the tasks in accordance with Annex I.
- I.1.4** All orders *and* specific contracts implementing the multiple framework contract shall conform to the terms set out therein.
- I.1.5** The multiple framework contract does not confer on the Contractor any exclusive right to provide the services described in Annex I to Cedefop. The Contractor is selected as the [complete] contractor for a multiple framework contract.
- I.1.6** The multiple framework contract is awarded to three Contractors. The last figure in the multiple framework contract number, shown on the first page of the multiple framework contract, indicates the order of priority when orders are issued.
- I.1.7** When an order/specific contract is to be issued, Cedefop shall contact the first Contractor. If the first Contractor cannot accept the order/specific contract, the department concerned shall then contact the second Contractor. This shall not involve the termination of the contractual relation with the first Contractor. If the second Contractor also cannot accept the order/specific contract, the department concerned shall then contact the third Contractor. This shall not involve the termination of the contractual relation with either the first or the second Contractor.

### **ARTICLE I.2 – DURATION**

- I.2.1** The multiple framework contract shall enter into force on the date on which it is signed by the last contracting party, i.e. Cedefop.
- I.2.2** Under no circumstances may implementation commence before the date on which the multiple framework contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the order or specific contract enters into force.
- I.2.3** The multiple framework contract is concluded for a period of one (1) year with effect from the date on which it enters into force. This contractual period and all other periods specified in the multiple framework contract are calculated in calendar days unless otherwise indicated.
- I.2.4** The orders or specific contracts shall be returned signed before the multiple framework contract to which they refer expires.  
  
The multiple framework contract shall continue to apply to such orders and specific contracts after its expiry, but no later than six months.
- I.2.5** The multiple framework contract shall be renewed automatically up to three (3) times, each time for a period of one (1) year under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other before expiry of the period indicated in Article I.2.3. Renewal does not imply any modification or deferment of existing obligations

**ARTICLE I.3 – PRICES**

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

**I.3.2** Prices shall be expressed in EUR.

**ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT**

**I.4.1** Within seven working days of an order form being sent by Cedefop, the Contractor shall return it, duly signed and dated. Should the Contractor be unavailable, he shall give reasons for refusal within the same period and Cedefop shall be entitled to place the order with the next contractor on the list. In the event of failure to observe this deadline, the Contractor shall be considered unavailable. The period allowed for the execution of the tasks shall start to run on the date the Contractor returns the order form, unless a different date is indicated on the form.

**I.4.2** Within seven working days of a request for services being sent by Cedefop, the Contractor shall return an estimate of the resources to be allocated for its execution, with particulars in support. Should the Contractor be unavailable, he shall give reasons for refusal within the same period and Cedefop shall be entitled to send a request to the next contractor on the list. In the event of failure to observe this deadline or disagreement on the allocation of resources, the Contractor shall be considered unavailable.

Within seven working days of a specific contract being sent by Cedefop, the Contractor shall return it, duly signed and dated. In the event of failure to observe this deadline, the Contractor shall be considered unavailable.

**ARTICLE I.5 – PAYMENT PERIODS**

Payments under the multiple framework contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations, related to the order or specific contract to which they refer, by the date on which the invoice is submitted unless otherwise specified in each order and specific contract. Payment requests may not be made if payments for previous orders or specific contracts have not been executed as a result of default or negligence on the part of the Contractor.

The request for payment shall be admissible if accompanied by

- reports of executed tasks along with proof of hours/man-days worked in accordance with the instructions laid down in Annex I;
- the relevant invoices, indicating the reference number of the Contract and of the order or specific contract to which they refer.

provided the report has been approved by Cedefop.

Cedefop shall have thirty days from receipt to approve or reject the report, and the Contractor shall have forty-five days in which to submit additional information or a new report.

Within thirty days of the date of receipt of the relevant invoice(s) of the date on which the report is approved by Cedefop, payment corresponding to the relevant invoices shall be made.

## **ARTICLE I.6 – BANK ACCOUNT**

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

Name of bank: [complete]  
Address of branch in full: [complete]  
Exact designation of account holder: [complete]  
Full account number including codes: [complete]  
IBAN code: [complete]

## **ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS**

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

### Cedefop:

European Centre for the Development of Vocational Training (Cedefop)  
Procurement Service  
Office 4.19  
PO Box 22427  
GR – 55 102 Thessaloniki

### Contractor:

Mr/Mrs/Ms [complete]  
[Function]  
[Company name]  
[Official address in full]

## **ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

**I.8.1** The multiple framework contract shall be governed by the Greek law .

**I.8.2** Any dispute between the parties resulting from the interpretation or application of the multiple framework contract which cannot be settled amicably shall be brought before the courts of Thessaloniki.

## **[ARTICLE I.9 – OTHER SPECIAL CONDITIONS]**

## **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 Cedefop 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 Cedefop;
- Cedefop 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 Cedefop any right arising from the contractual relationship between Cedefop 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 Cedefop 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. Cedefop 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 Cedefop. 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, Cedefop may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, Cedefop may impose penalties or liquidated damages provided for in Article II.16.

**ARTICLE II. 2 – LIABILITY**

- II.2.1** Cedefop 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 Cedefop.
- 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. Cedefop 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 Cedefop 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 Cedefop in connection with performance of the Contract, the Contractor shall assist Cedefop. Expenditure incurred by the Contractor to this end may be borne by Cedefop.
- 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 Cedefop 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 Cedefop in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

Cedefop 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 Cedefop, 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 Cedefop should it so request.



## **ARTICLE II. 4 – INVOICING AND PAYMENTS**

### **II.4.1 Pre-financing:**

Where required by Article I.5.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to Cedefop 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 Cedefop 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. Cedefop 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 Cedefop a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

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

If the report is a condition for payment, on receipt Cedefop 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 Cedefop 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 Cedefop requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

### **II.4.3 Payment of the balance:**

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

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

If the report is a condition for payment, on receipt Cedefop 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 Cedefop 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 Cedefop 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 Cedefop's account is debited.

**II.5.2** The payment periods referred to in Article I.5 may be suspended by Cedefop 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, Cedefop 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.

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

**II.5.3** In the event of late payment the Contractor 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 Cedefop may not be deemed to constitute late payment.

## **ARTICLE II. 6 – RECOVERY**

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

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

**II.6.3** In the event of failure to pay by the deadline specified in the request for reimbursement, Cedefop 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. Cedefop may also claim against the guarantee, where provided for.

## **ARTICLE II. 7 - REIMBURSEMENTS**

- II.7.1.** Travel expenses shall, upon invitation and duly signed by Cedefop, be reimbursed, where appropriate, in accordance with the Rules concerning the reimbursement of the travel, subsistence and miscellaneous expenses of experts from outside Cedefop invited to meetings.
- II.7.2.** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided Cedefop has given prior written authorization.

## **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 Cedefop, 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 Cedefop 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.
- II.10.2** Unless otherwise provided by the Special Conditions, Cedefop 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 Cedefop.
- II.10.3** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from Cedefop and shall mention the amount paid by Cedefop. It shall state that the opinions expressed are those of the Contractor only and do not represent Cedefop'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 Cedefop 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 Cedefop 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 Cedefop nor cause the Contract to be performed in fact by third parties.
- II.13.2** Even where Cedefop authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to Cedefop 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 Cedefop 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 Cedefop.
- 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 Cedefop.

**ARTICLE II. 15 – TERMINATION BY CEDEFOP**

- II.15.1** Cedefop may terminate the Contract, a pending order or a specific contract in the following circumstances:
- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - (b) where the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
  - (c) where the Contractor has been guilty of grave professional misconduct proven by any means which Cedefop can justify;
  - (d) 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;
  - (e) where Cedefop seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
  - (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 Cedefop 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 Cedefop's opinion, have a significant effect on the performance of the Contract;
  - (i) where execution of the tasks under a pending order or a specific contract has not actually commenced within fifteen days of the date foreseen, and the new date proposed, if any, is considered unacceptable by Cedefop;
  - (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 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 Cedefop terminating the Contract or a pending order or specific contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

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

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

## **ARTICLE II. 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 Cedefop's right to terminate the Contract, Cedefop may decide to impose liquidated damages of 0.2% of the amount of the relevant purchase per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by Cedefop 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. Cedefop 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 of the last implementation.

**II.17.2** Cedefop 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 of the last implementation.

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

## **ARTICLE II. 18 – AMENDMENTS**

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

## **ARTICLE II. 19 – SUSPENSION OF THE CONTRACT**

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

## **SIGNATURES**

Done in Thessaloniki, in duplicate in the English language, each Party declaring that it has received an original.

For the Contractor,  
[Company name/forename/surname/function]

For Cedefop,  
[forename/surname/function]

signature[s]: \_\_\_\_\_

signature[s]: \_\_\_\_\_

## ANNEX I

### **Tender Specifications and Monitoring**

*Cedefop must be able to conduct, throughout the duration of the multiple framework contract, an accurate appraisal of whether the Contractor is executing the tasks assigned to him in accordance with the provisions of the multiple framework contract.*

*So that Cedefop can regularly identify the progress made in execution of the tasks in accordance with the Tender Specifications, appropriate monitoring, assessment, and supervisory procedures shall be set up. For these purposes, the invitation to tender (Tender Specifications) shall include all necessary details on monitoring and reporting, in particular, where relevant, the following:*

- (i) schedule of interim and final reports – terms for approval, structure and content (where provision is made for such reports and a specific annex is not necessary);*
- (ii) schedule of audits to be carried out in accordance with Article II.17 of the multiple framework contract.*





**ANNEX III (B)****SPECIFIC CONTRACT No [complete]**

implementing multiple framework contract No ...

The European Centre for the Development of Vocational Training, hereinafter referred to as "Cedefop", which is represented for the purposes of the signature of this contract by Ms Aviana Bulgarelli, Director,

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

(hereinafter "the Contractor"), [represented for the purposes of the signature of this contract by [name in full and function,]]

of the other part,

HAVE AGREED

**ARTICLE III.1: SUBJECT**

**III.1.1** This specific contract implements multiple framework contract No [complete] signed by Cedefop and the Contractor on [complete date] [and renewed on complete date].

**III.1.2** The subject of this specific contract is [short description of subject].

**III.1.3** The Contractor undertakes, on the terms set out in the multiple framework contract and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [:] [specified in Annex [complete]].

**ARTICLE III.2: DURATION**

**III.2.1** This specific contract shall enter into force [[on the date on which it is signed by the last contracting party] [on complete if it has already been signed by both contracting parties]].

**III.2.2** The duration of the tasks shall not exceed [days/months]. Execution of the tasks shall start from [date of entry into force of this specific contract] or [indicate date]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

**ARTICLE III.3: PRICE**

**III.3.1** The total amount to be paid by Cedefop under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

**ARTICLE III.4: ANNEXE[S]**

**Annex A** - Resources allocated

**SIGNATURES**

For the Contractor,  
[Company name/forename/surname/function]

For Cedefop,  
[forename/surname/function]

signature[s]: \_\_\_\_\_

signature[s]: \_\_\_\_\_

Done at [complete], [date]

Done at [Thessaloniki], [date]

In duplicate in English.

## **ANNEX III**

### **Legal Entity Form**

(to be downloaded, depending from the nationality and legal entity of the tenderer, from the following website)

[http://europa.eu.int/comm/budget/execution/legal\\_entities\\_en.htm](http://europa.eu.int/comm/budget/execution/legal_entities_en.htm)

## **ANNEX IV**

### **Financial Identification Form**

(to be downloaded, depending from the nationality of the tenderer, from the following website)

[http://europa.eu.int/comm/budget/execution/ftiers\\_en.htm](http://europa.eu.int/comm/budget/execution/ftiers_en.htm)