



European Centre for the
Development of Vocational Training
Procurement Service

Thessaloniki, 07/08/2006

OPEN INVITATION TO TENDER
CEDEFOP No AO/B/MB/VETProfessions/017/06

“Defining Vocational Education and Training (VET) professions”

TENDER CONDITIONS

Dear Sir/Madam,

1. With reference to the open invitation to tender ‘*Defining Vocational Education and Training (VET) professions*’, published in the Supplement to the Official Journal of the European Union No 2006/S 148-159077 on 05/08/2006, please find enclosed the necessary documents.

The purpose of this invitation to tender is to conclude a 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.europa.eu) notifying us.

2. If you are interested in this contract, you should submit a tender *in triplicate* (original + 2 copies) 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 **15/09/2006** 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. Lettmayr
PO Box 22 427
GR – 55102 Thessaloniki
Greece

(b) delivered by hand not later than 17:00 on **15/09/2006** to the following address:

European Centre for the Development of Vocational Training (Cedefop),
Procurement Service
 Attention of Mr C. 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/B/MB/VETProfessions/017/06

“Defining Vocational Education and Training (VET) Professions”

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 listing in the attached Tendering Specifications. Please also refer to the check list in Annex V. The draft 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 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 25/09/2006. 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.europa.eu) no later than 17:00 on 21/09/2006.
9. Period of validity of tenders, during which tenderers may not modify the terms of their tenders in any aspect: 6 months from 15/09/2006.
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.europa.eu).

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 (candidates invited to tender).

- 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,

(signed)
Christian F. Lettmayr
Deputy Director

Attached: tendering specifications

OPEN INVITATION TO TENDER
NO. AO/B/MB/VETProfessions/017/06

“Defining Vocational Education and Training (VET) professions”

Tendering specifications

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ABOUT CEDEFOP – General introduction

The European Centre for the Development of Vocational Training (Cedefop) is an agency of the European Union. Established in 1975 by Council Regulation (EEC) No 337/75 of 10 February 1975, as last amended by Council Regulation (EC) No 354/95 of 20 February 1995, with a tripartite Governing Board, it provides services for the European Commission, the European Union Member States and the social partners as well as for the associated countries of Iceland and Norway. The candidate countries are also associated with its activities.

As the European Union's reference centre for vocational education and training (VET), Cedefop provides policy-makers, researchers and practitioners with information to promote a clearer understanding of developments and so enable them to take informed decisions on future action. Cedefop assists the European Commission in encouraging, at Community level, the promotion and development of VET.

The main tasks of Cedefop as defined in its founding Regulation are to:

- compile selected documentation and analysis of data;
- contribute to the development and coordination of research;
- exploit and disseminate useful information;
- encourage and support a concerted approach to vocational training development issues;
- provide a forum for a wide and diverse audience.

Cedefop's medium-term priorities (MTPs) for 2006 to 2008 concentrate on the priorities set out in the Maastricht communiqué, which has been agreed by 32 European countries, the European Commission and the European social partners:

1. promoting the image and attractiveness of the vocational route for employers and individuals to increase participation in VET;
2. achieving high levels of quality and innovation in VET systems to benefit all learners and make European VET globally competitive;
3. linking VET with the knowledge economy's requirements for a highly skilled workforce and especially, because of the strong impact of demographic change, the upgrading and competence development of older workers;
4. addressing the needs of the low-skilled (about 75 million people aged between 25 and 64 in the EU) and disadvantaged groups so as to achieve social cohesion and increase labour market participation.'

1. OBJECT OF THE CONTRACT

1.1 Description of the contract

- Description of the object and purpose of the contract

The aim of this contract is to develop a common competence framework for VET professions in the EU. The framework shall be based on the identification of core functions and activities carried out by VET teachers and trainers within their changing working environment(s).

- Division into lots

This invitation to tender comprises two lots:

Lot 1: VET teachers and trainers operating within IVET (Initial VET) systems/settings

Lot 2: VET teachers and trainers operating within CVET (Continuing VET) systems/settings.

Tenderers may submit proposals for one or both lots. Please note that if you tender for more than one lot, a separate technical and financial proposal must be made for each lot. Individual lots will be assessed and awarded separately.

- Place of performance

Contractor's premises

- Variants

Variant will not be accepted.

- Total quantity or scope

Maximum budget foreseen:

Lot 1: 45000 euro

Lot 2: 45000 euro

1.2 Duration of the contract

The contract(s) shall enter into force on the date of signature and shall be valid for a period of 12 months. On expiry of the initial term, the contract may be renewed two times, each time for a period of 12 months.

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 at the conditions set out in the draft contract.

- 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**

Proposed subcontractors have to be approved by the Cedefop either by accepting the Contractor's offer, or, if proposed by the Contractor after contract signature, by an exchange of letters. The sub-contracting will be accepted only if it is judged by Cedefop to be necessary to complete the project, and does not lead to distortion of competition. If awarded, the contract will be signed by the tenderer that will be the only contracting party responsible for the performance of the contract.

The Tenderers must indicate clearly in their methodology, which parts of the work will be sub-contracted, and the identity of all subcontractors undertaking more than 10% of the work by value. Where no sub-contractor is given, the work will be assumed to be carried out directly by the tenderer.

2.2 Condition for participation

2.2.1 Conflict of interest

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 (*if applicable*). 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 in 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 one or more 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**

The tenderers must comply with the following criteria:

- qualifications, knowledge and ability to perform the tasks outlined in section 3 of these technical specifications;

- extensive professional experience in the field of VET teachers and trainers at national and EU level;
- proven experience of analysis of competences of VET teachers and trainers (competence-based approach);
- experience of team working in a multicultural and multilingual environment;
- linguistic ability to communicate and draft to a high standard in English and communicate in French and preferably also in German;
- presentation and public speaking skills.

The following documents must be presented as evidence of compliance with the above criteria:

- detailed CV(s) with a brief description of research output/publications related to teachers and trainers;
 - list of major contracts/studies performed in the past three years with dates and commissioning authority;
 - description of any technical equipment and tools to be employed by the Contractor in the performance of the contract;
 - an indication of what proportion, if any, of the contract the Contractor 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

3.1 Background of the invitation to tender

The present tender is issued in the context of the political priority attached at European level to VET teachers and trainers. The key contribution of VET teachers and trainers to the policy goal of enhancing the overall quality of education and training systems is widely acknowledged within Europe. Such goal is fundamental to the attainment of the Lisbon⁽¹⁾ Council (2000) aim of making Europe the most competitive economy and knowledge based society in the world by 2010.

This goal was reiterated and developed in the “Education and Training 2010 work programme”, adopted by the Barcelona Council in March 2002, which emphasised that teachers and trainers are central to the Lisbon agenda.

⁽¹⁾ For more information on the education and training elements of Lisbon go to:
http://europa.eu.int/comm/education/policies/2010/et_2010_en.html

The Maastricht Communiqué⁽²⁾ identifies teachers and trainers in VET as a target group which requires urgent action at national and European level on their continuing competence development reflecting their specific learning needs and changing role. This priority is further developed in the “Progress towards the Lisbon objectives in Education and Training (2005)”⁽³⁾ which develops key messages for improving the quality of teachers and trainers.

The 2006 Joint Interim Report of the Council and of the Commission on progress under the ‘Education and Training’ 2010 work programme⁽⁴⁾ stresses that, although reforms are going in the right direction, the professional development of vocational teachers and trainers remains a real challenge at both national and EU level.

Cedefop plays a key role within this EU policy framework through its Training of Trainers Network – TTnet – a network of national networks set up in 1998 as a pan-European forum for key players and decision-makers in the training and professional development of VET teachers and trainers.

Since its inception, TTnet has helped to create awareness of the importance of the professional development of VET teachers and trainers and the political will to tackle this issue at national and EU levels. Through its cross-country thematic projects and studies, workshops, conferences and publications, it has contributed to the implementation of the EU priorities for VET Teachers and Trainers. Additional information on TTnet can be found in the networks’ website: http://www.trainingvillage.gr/etv/Projects_Networks/TTNet/

Moreover, TTnet has been invited by the Commission to provide active support and expertise to the successful implementation of its action plan 2006-2007 for VET teachers and trainers, which comprises activities specifically addressed to this target group, including a Focus Group on VET teachers and trainers (sub-group of the Commissions’ Cluster “Teachers and Trainers”) and related peer learning events, studies and a Conference planned in the framework of the German Presidency of the EU in June 2007.

3.2 Rationale and subject of the contract

In the transition towards post-industrial society, the quality and the quantity of knowledge required at work are constantly increasing and the learning capacity has become a key factor of the competitiveness of organisations and of the employability of human resources.

VET teachers and trainers have become key actors in the knowledge society. They are extending their role from instruction to learning facilitators and innovators and are increasingly involved in additional tasks, such as administrative and managerial tasks, human resource development, counselling and coaching, assessment of competences and measurement of training performance. VET teachers and trainers are increasingly acknowledged as essential to supporting workforce skill development in a lifelong learning perspective.

In many countries of the EU, however, the profession of VET teacher and trainer is not attractive, not sufficiently recognised and the training provided does not always fully equip them with the skills and competences required in the changing working environments. Moreover, continuous professional development is still rather weak, in a few cases only is compulsory and the participation in CVET does not normally lead to salary increases or career development opportunities for VET teachers and trainers.

In 2005 - 2006, the TTnet network carried out a pilot study covering a restricted sample of professional profiles of VET teachers and trainers. The aim of this pilot study was to analyse roles,

⁽²⁾ http://ec.europa.eu/education/news/ip/docs/maastricht_com_en.pdf

⁽³⁾ SEC (2205) 419 of 22 March 2005

⁽⁴⁾ http://eur-lex.europa.eu/LexUriServ/site/en/oj/2006/c_079/c_07920060401en00010019.pdf

responsibilities and competences of VET professions and identify the main trends. The pilot study allowed highlighting the following issues:

- the challenges and demands that VET teachers and trainers are facing are complex and numerous. At the same time, they relate to issues that are common to all countries involved in the study;
- the competence-based approach, which is focused on the analysis of VET teachers' and trainers' activities at work and related competences needed, is a useful way to describe VET professions and to identify the main trends and challenges they are facing;
- in this way, a comparative approach to VET professions seems feasible and allows to make progress in the elaboration of a common framework defining the core activities, trends, new competences and the conditions to be met to successfully support the professional development of VET teachers and trainers ⁽⁵⁾.

However, the diversity of contexts within which VET teachers and trainers operate - within and across countries - as well as the relatively small size of the sample studied in the pilot phase requires an enlarged study on:

- a wider sample of countries represented.
- a wider sample of professional profiles.

3.3 Objectives of the contract

The aim of this Contract is to develop a common competence framework for VET professions in the EU. The framework shall be based on the identification of core functions and activities carried out by VET teachers and trainers within their changing working environment(s).

The common competence framework shall support policy-makers and practitioners in fostering and facilitating:

- the transparency of competences and qualifications of VET teachers and trainers;
- recruitment, mobility (geographical and occupational) and professional development;
- the establishment and/or the further development of competence/qualification frameworks/standards for VET teachers and trainers at national/sector level.

3.4 Tasks and methodology

The present invitation to tender is divided into two (2) lots.

Lot 1: VET teachers and trainers operating within IVET (Initial VET) systems/settings;

Lot 2: VET teachers and trainers operating within CVET (Continuing VET) systems/settings.

For the purposes of this contract, the concepts of IVET and CVET are taken from Cedefop's thematic database on national VET systems

(http://www.trainingvillage.gr/etv/Information_resources/NationalVet/)

For each lot, the contractor would be required to carry out the following tasks:

- (a) To identify the sample of professional profiles to be studied. The sample shall include professional profiles for VET teachers and trainers:

⁽⁵⁾ The results of the pilot study are available on request.

- who operate in the Member States of the EU;
- who constitute a numerically significant group and play a notable role in the local/national labour market;
- who work within/for public or private enterprises, other organisations or VET providers;
- whose skills, knowledge and competences relate to levels 5-7 of the European Qualifications Frameworks developed at EU level⁽⁶⁾.

In selecting and studying the sample, special attention should be given to innovative/emerging profiles and competences.

(b) To devise tools to collect data and analyse the sample of professional profiles. With a view to contextualising the analysis of VET professional profiles, the tools should allow the following aspects of the professional profiles to be studied:

- economic, social and technological challenges facing VET professions;
- measures implemented at national/sectoral/organisational level to help VET teachers and trainers tackle those challenges;
- roles and responsibilities of VET teachers and trainers;
- activities carried out by VET teachers and trainers within their working context, including new/emerging activities and trends;
- competences required of VET teachers and trainers and how they are identified and acquired (training, at work, etc.);
- the unchanging core of the profession contrasted with the changes in competences taking place in the evolving parts of the profession;
- impact of quality assurance approaches and lifelong learning strategies on the activities and competences of VET teachers and trainers.

(c) Data should be collected mainly through interviews in the field. However, due to the need to contextualise the analysis of professional profiles, interviews in the field should be combined with desk research.

(d) To present and validate the results at conferences and workshops organised by Cedefop.

(e) If requested by Cedefop, to present the key results at the German Presidency Conference, Munich, June 2007.

In the framework of this contract, VET teachers' and trainers' competences and qualifications will be described in terms of: knowledge, skills and wider competences ⁽⁷⁾.

Throughout the completion of each of these tasks, the contractor undertaking the work will consult closely with Cedefop personnel responsible for VET teachers and trainers.

⁽⁶⁾ http://ec.europa.eu/education/policies/2010/doc/consultation_eqf_en.pdf. The latest version of the European Qualifications Framework levels and related descriptors - to be annexed to the forthcoming EQF Recommendation - is available on request.

⁽⁷⁾ For the purposes of this contract, definitions are taken from the EQF documents.

3.5 Deliverables and timetable

The contractor shall submit the following deliverables:

- (a) A draft interim report (within 4 months of the date of signature of the contract) including:
 - the tools developed for data collection and analysis;
 - detailed descriptions (monographs) of the commonly agreed (across-countries) professional profiles;
 - intermediary findings on the cross-country analysis of the professional profiles;
 - a common reading grid for VET teachers' and trainers' competences and qualifications;
 - the proposed structure of the final report.
- (b) An interim report (within 5 months of the date of signature of the contract);
- (c) A draft final report (within 10 months of the date of signature of the contract).

The draft final report shall include:

- an executive summary;
 - theoretical analysis and rationale;
 - description of methodology;
 - presentation of findings, including a set of commonly agreed professional profiles to be used as a common competence framework for the competences and qualifications of VET teachers and trainers:
 - conclusions, with a special focus on:
 - the professional identity focus;
 - the professional trends and common issues, including the specificity of VET profession related to the context within which they operate;
 - the (new) competences required, in terms of knowledge, skills and wider competences.
 - recommendations to policy-makers, training organisations and professional associations on the conditions to be met to successfully support the appropriate training and professional development of the VET professions studied;
 - bibliography in annex.
- (d) A final report (within 11 months of the date of signature of the contract).

All deliverables shall be submitted in English.

Cedefop will provide comments on both the draft interim and the draft final reports taking into consideration feedback provided by the Commission and its Focus Group on VET teachers and trainers, the TTnet networks and the results of the discussions related to the preparation/follow-up of the German Presidency Conference. The Contractor will have to take these comments into account

by submitting the final versions of the interim and final reports. Payments will be made upon acceptance by Cedefop of the interim and final reports.

3.6 Meetings

The Contractor will be invited by Cedefop to participate in meetings to present and discuss key issues emerging from the draft interim and final reports.

Travel and subsistence expenses for participation at these events should NOT be included in the Tenderer's financial offer as they will be reimbursed separately by Cedefop in accordance with the Centre's rules (see draft contract in Annex II).

4. AWARD OF THE CONTRACT

4.1 Awarding procedure/methods

With regard to the tenderer(s) who meet the selection criteria, the contract shall be awarded *under* the best-value-for-money procedure (best price-quality ratio).

A quality-price ratio will be calculated for each tender by dividing the score for quality by the price of the tender (see point 4.2.2), thus indicating which tender represents the best value for money.

Tenders scoring less than 60 (out of a maximum of 100) points on quality, will not be considered technically acceptable.

4.2 Award criteria

4.2.1 Quality evaluation of the tenders

- **Quality criteria**

The following criteria will be applied:

- Level of understanding of the nature and objectives of the work, its context and results to be achieved (30 points);
- Quality and appropriateness of the methods/approach suggested to carry out the work, i.e. how the work will be undertaken (e.g. envisaged steps, data sources to be used, composition and relevance of the sample) to meet the requirements outlined in these Technical Specifications (40 points);
- Organisation and management of the work (30 points).

- **Evidences to be provided**

The technical evaluation of the tenders will be assessed according to the ability of the tenderers to meet the purpose of the contract as described above. To this regard, tenderers have to present:

- a detailed description of the envisaged approach for the work;
- a detailed work plan including:
 - how the work will be organised and managed;
 - the proposed methodology and envisaged steps, including time table;

- a list of team members (if applicable) together with an explanation of the nature and extent of their participation in the work and with their CVs.

The plan should also include:

- A brief discussion paper on the current challenges being faced by VET teachers and trainers in the EU and reflections on priority issues to be addressed
- A proposed composition of the sample of professional profiles to be studied and in which countries, including the reasons for the choice, the typology of actors to be interviewed, how many interviews and how they will be organised (by telephone, direct interviews on the spot, etc.)
- Data sources to be used to carry out the contract.

4.2.2 Financial Evaluation of the tender

- **Evidences to be provided**

The financial evaluation will be assessed on the basis of the price of the tender. i.e. the total price (number of man-days required multiplied by the unit price(s)). The Tenderer must present a full breakdown of prices.

- Information concerning price

- The prices quoted must be fixed and not revisable.
- Prices must be quoted in euro and include all expenses
- Travel expenses for any meetings with Cedefop arising from this contract should not be included in the tender. If such a meeting is required, then, subject to Cedefop's prior agreement, travel expenses will be met from another budget (see also point 3.6 above)
- 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 borne by the tenderers and cannot be reimbursed.

ANNEX I

Contract Notice

ANNEX II

Draft Contract



European Centre for the
Development of Vocational Training

DRAFT 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 Mr. Christian Lettamy, Deputy Director,

of the one part,

and

[official name in full]
[official 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 [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]) and Monitoring.

Annex II – Rules concerning the reimbursement of the travel, subsistence and miscellaneous expenses of experts from outside Cedefop invited to meetings.

Annex III – Contractor’s tender.

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) shall take precedence over those in the Tender (Annex III).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by Cedefop, 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 [short description of subject] in accordance with the conditions laid down in this contract and the annexes thereto and as set out in Annex I.
- 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.
- 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 12 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.
- I.2.4.** The contract may be renewed up to 2 (two) times, each time for a period of execution of tasks of 12 months, only before payment of the balance and with the express written agreement of the parties, indicating the date on which execution of the tasks shall start. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 – CONTRACT PRICE

- I.3.1** The [*maximum*] total amount to be paid by Cedefop under the Contract shall be EUR [amount in figures and in words] covering all tasks executed.
- I.3.2** The total amount referred to in the above paragraph shall be fixed and not subject to revision for the first year of performance of the Contract.

From the beginning of the second year of performance of the Contract, the amount(s) may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter received by the other no later than three months before the anniversary of the date on which the Contract was signed.

This revision shall be determined by the trend in the [harmonised] consumer price index [complete]⁸ published for the first time by [the Office for Official Publications of the European Communities in the Eurostat monthly bulletin (Theme 2 - Economy and Finance, Collection Detailed tables, Money, finance and the euro: Statistics)].

Revision shall be calculated in accordance with the following formula:

$$Ar = Ao \frac{Ir}{Io}$$

⁸ Specify the consumer price index, e.g.:

- “MUICP”: (euro zone) for contracts expressed in euro (as a general rule);
- “EICP”: (EU-15) for contracts performed in the European Union (outside the euro zone);
- consumer price index of the State in whose currency the contract price is expressed:
 - a) index of the State where the contractor is mainly based; or
 - b) index of the State where the service will be mainly carried out.

where

- Ar = revised total amount;
 Ao = total amount in the original tender;
 Io = index for the month corresponding to the final date for submission of tenders;
 Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices

I.3.2. In addition to the total amount specified in Article I.3.1, travel, subsistence and shipment expenses shall be reimbursed in accordance with Annex II.

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 Cedefop 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

Request for interim payment by the Contractor shall be admissible if accompanied by:

- the interim report on accordance with the instructions laid down in Annex I
- the relevant invoice(s)

Provided the report has been approved by Cedefop.

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

Within thirty days of the date in which the report is approved by Cedefop, an interim payment corresponding to the relevant invoice(s) equal to 30% of the total amount referred to in Article I.3.1., shall be made

I.4.3. Payment of the balance:

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

- the final report in accordance with the instructions laid down in Annex I
- the relevant invoice(s)

Provided the report and the other documents have been approved by Cedefop.

Cedefop shall have twenty days from receipt to approve or reject the above documents, and the Contractor shall have twenty days in which to submit additional information, a new report or new documents.

Within thirty days of the date in which the above mentioned documents are approved by Cedefop, an payment of the balance, corresponding to the relevant invoice(s), equal to 40% of the total amount referred to in Article I.3.1., shall be made

Invoices must state:

- the price in EUR and the total price excluding VAT
- the VAT amount in EUR separately
- that the amount invoiced is exempt from VAT under the Articles 3 and 4 of the PPI. The current provisions in Greece shall apply to VAT exemption.

ARTICLE I.5 – BANK ACCOUNT

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

Name of bank: [complete]
 Exact designation of account holder: [complete]
 IBAN code: [complete]
 BIC code: [complete]

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 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 (C4T)
 Office 4.19
 PO Box 22427
 GR – 55 102 Thessaloniki

Contractor:

Mr/Mrs/Ms [complete]
 [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 the Greek law.

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 Thessaloniki.

ARTICLE I.8 – 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 – 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 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 to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

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 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:

- 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 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.4 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.4 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 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 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.** 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.** Where provided by the Special Conditions or by Annex I, Cedefop 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 Cedefop 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.3.2.
- II.7.5.** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided Cedefop 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 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 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 the contracting authority 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 has not actually commenced within three months 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 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 complete the services. Cedefop 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.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 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 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.

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.

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 Cedefop 's right to terminate the Contract, Cedefop 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. 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 or of part thereof.

Done at Thessaloniki in duplicate in English.

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

For Cedefop,
[forename/surname/function]

signature[s]: _____

signature[s]: _____

Date

Date

ANNEX I to the draft contract

Tender Specifications and Monitoring

The purpose of this Annex is to enable Cedefop to conduct, throughout the duration of the Contract, an accurate appraisal of whether the Contractor is executing the tasks assigned to him in accordance with the provisions of the 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, this Annex shall include all necessary details, 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 Contract.*

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

ANNEX II to the draft contract

EUROPEAN CENTRE FOR THE DEVELOPMENT OF VOCATIONAL TRAINING

Rules concerning the reimbursement of the travel, subsistence and miscellaneous expenses of experts from outside the Centre invited to meetings

THE MANAGEMENT BOARD OF THE EUROPEAN CENTRE FOR THE DEVELOPMENT OF VOCATIONAL TRAINING

HAVING REGARD to Council Regulation (EEC) No 337/75 of 10th February 1975 establishing a European Centre for the development of vocational training,

HAVING REGARD to Council Regulation (EEC) No 1416/76 of 1st June 1976 on the financial provisions applying to the European Centre for the development of vocational training, and in particular Articles 2 and 18 thereof,

HAS ADOPTED THESE RULES:

General provisions

Article 1

The Director of the Centre shall be authorised to grant the reimbursement of the travel, subsistence and miscellaneous expenses of experts from outside the Centre invited to meetings, in accordance with the following rules.

Travel expenses

Article 2

1. Travel expenses shall be reimbursed on the following basis:

- the shortest and most economical route by first class rail between the departure point, stated in the invitation, and the place where the meeting is held. Tickets need not be produced;
- where the journey includes not less than six hours of night travel between 2200 hours and 07h00, sleeping car accommodation up to the cost of two-berth class, on production of the ticket;
- the cost of seat reservations and transport of necessary luggage and supplements for fast trains, on production of documentary evidence.

2. Where the person invited travels by car, his travel expenses shall be reimbursed on the basis of the first-class rail fare, excluding sleeping car or any other supplement. Where two or more persons entitled to reimbursement of travel expenses use the same car, only the person responsible for the car shall be reimbursed, at the rate of 150%. The costs of shipment and a sea crossing shall be reimbursed to the person responsible for the car, on production of documentary evidence.

3. Air fares shall be reimbursed upon production of the air ticket, which shall be for the economy class. It is not admissible to travel by air except when the distance by rail between the place at which the meeting is held and the place to which the invitation is addressed is more than 400 kilometres or when the usual route involves a sea crossing.

Article 3

By way of derogation from Article 2, the Director of the Centre may decide that only the cost of the second-class return rail fare shall be reimbursed. In such case, the conditions of reimbursement shall be stated in the invitation.

Subsistence expenses

Article 4

The allowance for subsistence expenses per day of meetings shall be paid if the distance between the departure point and the place where the meeting is held is more than 100 km.

This allowance shall be a standard amount covering all the expert's expenses at the place where the meeting is held, including the costs of accommodation, meals and local travel.

The amount depends on the place of the meeting and is equivalent to the mission allowances paid to officials of the European Commission.

Article 5

Where the interval between two meetings is insufficient for the expert to return to his point of departure, or if he prefers to stay in the place where the meetings are held, he is entitled to the subsistence allowance for each intervening day. In the second case, however, the total amount of the allowance for the intervening days may not exceed the price of the return air fare.

Article 6

When the person called makes use of a reduced fare, obliging him/her to remain at the place of the meeting for a number of days, he/she will receive a supplementary allowance. However, the amount of this allowance, together with the cost of the air ticket, should not exceed the cost of a full-fare air ticket.

Special provisions

Article 7

The Director of the Centre may, after having obtained the opinion of the Financial Controller, grant the reimbursement of travel, subsistence and miscellaneous expenses exceeding the ceilings laid down in the preceding Articles upon a duly motivated request by the person concerned.

Article 8

No moral, material or bodily harm incurred by the expert in the course of his journey or of his stay in the place where the meeting is held may be the subject of a claim against the Centre unless it can be imputed to the Centre.

Final provisions

Article 9

These rules shall enter into force on the first day of the month following that of their adoption by the Management Board.

Done at Brussels, 24 January 1997

For the Management Board
The Chairman
T. O'Dwyer
(signed)

ANNEX III

Legal Entity Form

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

http://ec.europa.eu/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://ec.europa.eu/budget/execution/ftiers_en.htm

ANNEX V

CHECK LIST OF MANDATORY DOCUMENTS

Mandatory documents to be included in the tender	Reference paragraph	Document included		If the document is not included, please provide explanation
		Y	N	
Legal entity form	2.2.2	Y	N	
Inscription in the professional/trade register	2.2.2	Y	N	
<i>Exclusion criteria:</i> Recent extract of the juridical record	2.2.3 a),b),e)	Y	N	
<i>Exclusion criteria:</i> Recent certificate issued by the competent authority for payments related to social security contributions	2.2.3 d)	Y	N	
<i>Economic and Financial capacity:</i> Statement from the bank <i>and/or</i> balance sheets for the last two years <i>and/or</i> statement of overall turnover during the last three years	2.2.4 2.2.4 2.2.4	Y Y Y	N N N	
<i>Technical and professional capacity:</i> CV(s)	2.2.4	Y	N	
<i>Technical and professional capacity:</i> List of contracts/studies performed in the last three years	2.2.4	Y	N	
<i>Technical and professional capacity:</i> Description of technical equipment and tools	2.2.4	Y	N	
<i>Technical and professional capacity:</i> Description of measures employed to ensure the quality of services	2.2.4	Y	N	
<i>Technical and professional capacity:</i> Indication of proportion the Contractor may intend to subcontract	2.2.4	Y	N	
Individual(s) entitled to sign the contract	2.3	Y	N	
Financial identification form	2.3	Y	N	
Technical offer	4.2.1	Y		
Financial offer	4.2.2	Y		

